Santa Clara Valley Water District
Board of Directors

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

*AMENDED/APPENDED
CLOSED SESSION AND REGULAR MEETING AGENDA

Tuesday, April 28, 2026
11:00 AM

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

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

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

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

MELANIE RICHARDSON
Interim Chief Executive Officer

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

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

Santa Clara Valley Water District
Board of Directors

*AMENDED/APPENDED AGENDA

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IMPORTANT NOTICES AND PARTICIPATION INSTRUCTIONS

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

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

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

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

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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 on this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of Valley Water's bonds, notes or other obligations and investors and potential investors should rely only on information filed by Valley Water on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities

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

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Meeting ID: 844 5451 5597
Join by Phone:
1 (669) 900-9128, 84454515597#

1. CALL TO ORDER/ROLL CALL:

1.1. Roll Call.

2. 11:00 AM - CLOSED SESSION:

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

2.1. CLOSED SESSION 26-0333
PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957(b)(1)
Title: Chief Executive Officer

2.2. District Counsel Report on Closed Session.

3. 1:00 PM - TIME CERTAIN:

3.1. Pledge of Allegiance/National Anthem.

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

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

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

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

*3.4. Conduct a Public Hearing on the February 2026 Annual Report on the Protection and Augmentation of Water Supplies and Recommended Increases in Groundwater Production Charges, Surface Water Charges, and Recycled Water Charges for Fiscal Year 2026-27. (Continued from April 22, 2026) 26-0373

Recommendation:

A. Conduct a Continued Public Hearing pursuant to Section 26.6 of the District Act to consider Santa Clara Valley Water District's Fiscal Year (FY) 2026-27 Annual Report on the Protection and Augmentation of Water Supplies and recommended increases to groundwater production charges (between 6.6% to 9.4%), surface water charges (between 6.9% to 9.4%) and recycled water charges (between 4.8% to 6.8%);
B. Hear public comments from groundwater producers and any interested persons regarding the Report and recommendations;
C. Consider any written protests to proposed surface water rate increases;
D. Consider staff's recommendation to set the State Water Project tax in an amount sufficient to pay next year's State Water Project costs (excluding Delta Conveyance Project costs) to avoid severe water rate impacts and keep rates feasible;
E. Direct staff to review such Report with, and solicit comments from, Santa Clara Valley Water District's advisory committees; and
F. Close the Public Hearing; and
G. At the close of the Public Hearing, count all written protests received, if any, regarding proposed surface water rates.

Manager: Darin Taylor, 408-630-3068

Attachments: Attachment 1: Staff Report
Attachment 2: PowerPoint
Attachment 3: SCVWD Resolution No. 12-10
Attachment 4: Notice of Public Hearing
*Supplemental Board Agenda Memo
*Supplemental Attachment 1: PowerPoint

Est. Staff Time: 10 Minutes.

*3.5. Conduct a Public Hearing to Consider the Santa Clara Valley Water District's Capital Improvement Program Draft Fiscal Years 2027-31 Five-Year Plan. 25-0695

Recommendation:
A. Open and conduct a Public Hearing to receive public comments and Board feedback regarding the Santa Clara Valley Water District's Capital Improvement Program Draft Fiscal Years 2027-31 Five-Year Plan; and
B. Continue the Public Hearing to the subsequent Special Board Meeting for the Budget Work Study Sessions currently scheduled for April 29, 2026, and if needed, April 30, 2026, and conclude the Public Hearing at the regularly scheduled Board Meeting on May 12, 2026.

Manager: Luz Penilla, 408-630-2228

Attachments: Attachment 1: CIP Draft FY 2026-30 Five-Year Plan
*Attachment 2: Letters of Support
Attachment 3: Notice of Public Hearing
*Handout 3.5-A: City of Santa Clara Letter of Support

Est. Staff Time: 10 Minutes.

REGULAR AGENDA:

4. CONSENT CALENDAR: (4.1 - *4.10) (Est. Time: 5 Minutes)

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

4.1. Adopt a Resolution Commemorating May 3-9, 2026, as the 57th Annual 25-0462

Professional Municipal Clerks Week.

Recommendation: Adopt the Resolution COMMEMORATING MAY 3-9, 2026, AS THE 57TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK.

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

Attachments: Attachment 1: Resolution

4.2. Adopt Recommended Positions on Federal Legislation: H.R. 7845 (Peters) - Drought Relief Obtained Using Government Help Today (DROUGHT) Act; H.R. 4144 (Mullin) - Groundwater Rise and Infrastructure Preparedness Act of 2025; And Other Legislation That May Require Consideration by the Board. 25-1054

Recommendation:
A. Adopt a Position of "Support" on H.R. 7845 (Peters) - Drought Relief Obtained Using Government Help Today (DROUGHT) Act; and
B. Adopt a Position of "Support" on H.R. 4144 (Mullin) - Groundwater Rise and Infrastructure Preparedness Act of 2025.

Manager: Marta Lugo, 408-630-2237

*4.3. *Adopt Recommended Positions on State Legislation: AB 1772 (Papan) Aquatic Invasive Species: Vessel Decontamination and Prevention Framework, AB 2032 (Ransom) Fish and Wildlife: Restricted Species Permits: Golden Mussels, AB 2469 (Papan) Data Centers: Water Use Disclosures, SB 952 (Laird) State Water Project: Renewable Energy Resources and Zero-Carbon Resources, AB 2739 (Soria) Community Water Affordability Program, AB 2777 (Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund Program: Loans: Water Reuse, SB 1125 (Menjivar) Public Water Systems: Drinking Water Needs Assessment: Water Rate Assistance Program, and Other Legislation Which May Require Urgent Consideration for a Position by the Board. 26-0452

Recommendation:
A. Adopt a position of "Support" on: AB 1772 (Papan) Aquatic Invasive Species: Vessel Decontamination and Prevention Framework;
B. Adopt a position of "Support" on: AB 2032 (Ransom) Fish and Wildlife: Restricted Species Permits: Golden Mussels;
C. Adopt a position of "Support" on: AB 2469 (Papan) Data Centers: Water Use Disclosures;
D. Adopt a position of "Support" on: SB 952 (Laird) State Water Project: Renewable Energy Resources and

Zero-Carbon Resources.

*E. Adopt a position of "Support" on: AB 2739 (Soria) Community Water Affordability Program;

*F. Adopt a position of "Support" on: AB 2777 (Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund Program: Loans: Water Reuse;

*G. Adopt a position of "Support" on: SB 1125 (Menjivar) Public Water Systems: Drinking Water Needs Assessment: Water Rate Assistance Program.

Manager: Joshua Golka, 408-630-4508

Attachments: *Original Board Agenda Memo

*Supplemental Board Agenda Memo

4.4. Authorize the Chief Executive Officer to Execute the Assignment and Assumption of Memorandum of Option, and the Assignment and Assumption of Option Agreement, for Purchase of the Belluomini Ranch Property, Between the Santa Clara Valley Habitat Agency and the Santa Clara Valley Water District (Unincorporated Area of Santa Clara County, District 1). 26-0336

Recommendation:

A. Authorize the Chief Executive Officer to Execute the Assignment and Assumption of Memorandum of Option between Santa Clara Valley Habitat Agency and Santa Clara Valley Water District (APN 898-35-006) (9195-11.1); and

B. Authorize the Chief Executive Officer to Execute the Assignment and Assumption of Option Agreement for Purchase of the Belluomini Ranch Property, between the Santa Clara Valley Habitat Agency and the Santa Clara Valley Water District.

Manager: Lisa Bankosh, 408-630-2618

Attachments: Attachment A: Gov. Code § 84308

Attachment 1: Map

Attachment 2: Assignment of Option

Attachment 3: Assignment of Memorandum

4.5. Authorize the Chief Executive Officer to Execute the Amendment to the Grant Agreement for Funding Acquisition of Real Property (Sargent Ranch) with Peninsula Open Space Trust, Joining Verdantis LLC as an Additional Party. 26-0355

Recommendation: Authorize the Chief Executive Officer to execute the Amendment to the Grant Agreement for Funding Acquisition of Real Property

(Sargent Ranch) with Peninsula Open Space Trust, joining Verdantis LLC as an additional party.

Manager: Lisa Bankosh, 408-630-2618

Attachments: Attachment A: Gov. Code § 84308
Attachment 1: Amendment
Attachment 2: Original Agreement

4.6. Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Calabazas Creek Erosion Repair Project, Brannon Corporation, Contractor, Project No. 62084001, Contract No. C0715 (Cupertino, District 5). 26-0054

Recommendation:
A. Accept the work on the Calabazas Creek Erosion Repair Project, Project No. 62084001, Contract No. C0715 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder

Manager: Bhavani Yerrapotu, 408-630-2735
Emmanuel Aryee, 408-630-3074

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

4.7. Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project, Phase 1 (Milestones 1-3), GSW Construction, Inc., Contractor, Project No. 10394001, Contract No. C0710 (Palo Alto, District 7). 26-0247

Recommendation:
A. Accept the work on the Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project, Phase 1 (Milestones 1-3), Project No. 10394001, Contract No. C0710 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work for Phase 1 (Milestones 1-3) and submit for recording to the Santa Clara County Clerk-Recorder

Manager: Bhavani Yerrapotu, 408-630-2735

Emmanuel Aryee, 408-630-3074

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

4.8. Receive the Single Audit Report for Fiscal Year Ending June 30, 2025. 26-0339

Recommendation: Receive the Single Audit Report for Fiscal Year ending June 30, 2025.

Manager: Darin Taylor, 408-630-3068

Attachments: Attachment 1: Single Audit Report

*4.9. Accept the CEO Bulletin for the Weeks of April 10 - 23, 2026. 26-0426

Recommendation: Accept the CEO Bulletin.

Manager: Melanie Richardson, 408-630-2017

Attachments: Attachment 1: 04232026 CEO Bulletin

*4.10. Approval of Minutes from March 24, 2026. 26-0089

Recommendation: Approve the minutes from March 24, 2026.

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

Attachments: Attachment 1: 03/24/2026 Meeting Minutes

5. BOARD OF DIRECTORS:

*5.1. Board Committee Reports. 26-0427

Attachments: *Handout 5.1-A: 03122026 SPOC Summary
*Handout 5.1-B: 03182026 BAC Summary
*Handout 5.1-C: 04272026 WSDMC Agenda
*Handout 5.1-D: 04282026 Ethics and Conduct Ad Hoc Update

Est. Staff Time: 5 Minutes.

6. WATER UTILITY ENTERPRISE:

7. WATERSHEDS:

7.1. Adopt a Resolution Certifying the Final Subsequent Environmental Impact Report and Adopting the CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, for the Stream Maintenance Program Renewal; and Approve the Stream Maintenance Program Renewal. 26-0352

Recommendation:
A. Consider the environmental effects of the Stream Maintenance Program Renewal as discussed in the Final Subsequent Environmental Impact Report;
B. Adopt the Resolution CERTIFYING THE FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT AND ADOPTING CEQA FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE STREAM MAINTENANCE PROGRAM RENEWAL; and;
C. Approve the Stream Maintenance Program Renewal.

Manager: Jennifer Codianne, 408-630-3876

Attachments: Attachment 1: SMP Renewal Final SEIR Cover Page and Link
Attachment 2: Resolution
Attachment 3: PowerPoint

Est. Staff Time: 10 minutes.

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

8.1. Approve Amendment No. 12 to Agreement No. A3555A with Black and Veatch Corporation for Project Management Services for the Anderson Dam Seismic Retrofit Project No. 91864005, the Calero Dam Seismic Retrofit Project No. 91874004, the Guadalupe Dam Seismic Retrofit Project No. 91894002, and the Almaden Dam Improvements Project No. 91854001, Increasing the Not-to-Exceed Fee by $7,317,759 for a Revised Total of Not-to Exceed Fee of $42,865,121, and Extending the Agreement Term to October 31, 2028 (Morgan Hill, District 1). 26-0311

Recommendation: Approve Amendment No. 12 to Agreement No. A3555A (Agreement) with Black and Veatch Corporation for project management services for the Anderson Dam Seismic Retrofit Project No. 91864005, the Calero Dam Seismic Retrofit Project No. 91874004, the Guadalupe Dam Seismic Retrofit Project No. 91894002, and the Almaden Dam Improvements Project No. 91854001, increasing the not-to-exceed fee by $7,317,759 for a revised total of not-to-exceed fee of $42,865,121, and extending the Agreement term to October 31, 2028.

Manager: Ryan McCarter, 408-630-2983

Attachments: Attachment A: Gov. Code 84308
Attachment 1: Amendment No.12
Attachment 2: Amendment No.11
Attachment 3: Amendment No. 10
Attachment 4: Amendment No. 9
Attachment 5: Amendment No.8
Attachment 6: Amendment No.7
Attachment 7: Amendment No.6
Attachment 8: Amendment No.5
Attachment 9: Amendment No.4
Attachment 10: Amendment No.3
Attachment 11: Amendment No.2
Attachment 12: Amendment No.1
Attachment 13: Original Agreement

Est. Staff Time: 5 Minutes.

9. EXTERNAL AFFAIRS:

10. CHIEF EXECUTIVE OFFICER:

10.1. Conduct a Public Hearing on Vacancy Status, Recruitment, and Retention Efforts. 26-0276

Recommendation:
A. Open and conduct the Public Hearing to receive a presentation on Santa Clara Valley Water District vacancy status, recruitment, and retention efforts;
B. Close the Public Hearing; and
C. Provide feedback as necessary.

Manager: Patrice McElroy, 408-630-3159

Attachments: Attachment 1: PowerPoint

Est. Staff Time: 5 Minutes.

10.2. Adopt a Resolution Approving the Sixth Amended Compensation Plan for Unrepresented Employees in the Executive Service of the Santa Clara Valley Water District. 26-0335

Recommendation: Adopt the Resolution APPROVING THE SIXTH AMENDED COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES IN THE EXECUTIVE SERVICE (JANUARY 1, 2026, THROUGH DECEMBER 31, 2029)

Manager: Patrice McElroy, 408-630-3159

Attachments: Attachment 1: Resolution

Est. Staff Time: 5 Minutes.

*10.3 CEO and Chiefs' Reports. 26-0428

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Attachments: *Handout 10.3-A: OCE Monthly 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. 25-0922

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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 Special meeting at 5:00 p.m. on Wednesday, April 29, 2026, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California, and via Zoom teleconference.

Santa Clara Valley Water District

File No.: 26-0333

Agenda Date: 4/28/2026
Item No.: 2.1.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957(b)(1)
Title: Chief Executive Officer

Santa Clara Valley Water District

File No.: 26-0373

Agenda Date: 4/28/2026
Item No.: *3.4.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Conduct a Public Hearing on the February 2026 Annual Report on the Protection and Augmentation of Water Supplies and Recommended Increases in Groundwater Production Charges, Surface Water Charges, and Recycled Water Charges for Fiscal Year 2026-27. (Continued from April 22, 2026)

RECOMMENDATION:

A. Conduct a Continued Public Hearing pursuant to Section 26.6 of the District Act to consider Santa Clara Valley Water District's Fiscal Year (FY) 2026-27 Annual Report on the Protection and Augmentation of Water Supplies and recommended increases to groundwater production charges (between 6.6% to 9.4%), surface water charges (between 6.9% to 9.4%) and recycled water charges (between 4.8% to 6.8%);
B. Hear public comments from groundwater producers and any interested persons regarding the Report and recommendations;
C. Consider any written protests to proposed surface water rate increases;
D. Consider staff's recommendation to set the State Water Project tax in an amount sufficient to pay next year's State Water Project costs (excluding Delta Conveyance Project costs) to avoid severe water rate impacts and keep rates feasible;
E. Direct staff to review such Report with, and solicit comments from, Santa Clara Valley Water District's advisory committees; and
F. Close the Public Hearing; and
G. At the close of the Public Hearing, count all written protests received, if any, regarding proposed surface water rates.

SUMMARY:
Section 26.5 of Santa Clara Valley Water District's (Valley Water) District Act requires that Valley Water annually prepare a "written report upon the District's activities in the protection and augmentation of the water supplies of the District." Section 26.6 of the District Act requires Valley Water to hold a Public Hearing regarding this annual "Protection and Augmentation of Water Supplies" report on or before the fourth Tuesday of April.

This Public Hearing is conducted to inform the community of the activities performed by Valley Water to ensure a reliable water supply and staff's recommended groundwater production charges and

other water charges needed to pay for those activities. The Hearing provides opportunity for any interested person to submit comments to the Board. This year's groundwater production charge setting process is being conducted consistent with the District Act and Board Resolution 99-21. The raw surface water charge setting process includes a formal protest procedure consistent with Board Resolution 12-10 (See attachment 3). If written protests are filed by a majority of surface water operators, the surface water charge cannot be increased.

The Protection and Augmentation of Water Supplies (PAWS) Report can be found at www.valleywater.org <http://www.valleywater.org>.

Need for Water Charges and State Water Project Tax

Groundwater production charges are necessary to pay for ongoing operations and maintenance of the existing water utility system, investments in water supply infrastructure rehabilitation and upgrades, and new water supply reliability investments. Investing in key rehabilitation and upgrade projects and securing new water supply has resulted in a multi-year era of investment for the water utility. Investing now remains the prudent path to ensure that our water utility projects continue to do their job of providing safe, clean, and reliable water to all of Santa Clara County.

The proposed maximum groundwater production charges for FY 2026-27 are necessary to (1) advance the Anderson Dam Seismic Retrofit, which will improve public safety and restore operational capacity; (2) to fund key baseline projects such as the Rinconada Water Treatment Plant reliability improvement and the 10-year Pipeline Rehabilitation Program; (3) to participate in the B.F. Sisk Dam Raise and Sites Reservoir projects, which would provide additional water storage capacity; and, (4) to pay for general inflation.

Groundwater Production and Treated Water Charge Recommendations

Staff proposes a 9.1% increase in the North County Zone W-2 Municipal and Industrial (M&I) groundwater production charge, from $2,450.00 per acre foot (AF) to $2,673.00/AF. Staff recommends maintaining the treated water surcharge on treated water delivered under the contracts with retail agencies at $115.00/AF, and maintaining the non-contract treated water surcharge at $200.00/AF. The proposal equates to a monthly bill increase for the average household of $5.63 or about 19 cents a day.

In the South County Zone W-5, staff proposes a 6.6% increase in the M&I groundwater production charge from $624.50/AF to $665.50/AF. The proposal equates to a monthly bill increase for the average household of $1.04 or about 3 cents per day.

In the South County Zone W-7, staff proposes a 9.4% increase in the M&I groundwater production charge from $834.50/AF to $913.00/AF. The proposal equates to a monthly bill increase for the average household of $1.98 or about 7 cents per day.

In the South County Zone W-8, staff proposes an 8% increase in the M&I groundwater production charge from $464.00/AF to $501.00/AF. The proposal equates to a monthly bill increase for the average household of $0.93 or about 3 cents per day.

Customers in both areas of North and South County may also experience additional charge increases enacted by their retail water providers.

For agricultural groundwater users, staff proposes an increase of 8 percent from the prior year, which equates to setting the agricultural groundwater charge at 9.25 percent of the lowest M&I rate (Zone W-8). The proposed agricultural groundwater production charge in any groundwater benefit zone would change from $43.00/AF to $46.50/AF, or roughly a $0.58 increase per month per acre, assuming two acre-feet of water usage per acre per year.

Surface Water and Recycled Water Charge Recommendations

Staff recommends a 9.1% increase to the surface water master charge from $67.00/AF to $73.00/AF to align revenues with costs related to managing, operating and billing for surface water diversions. This increase results in a proposed 9.1% increase to the North County (Zone W-2) M&I surface water charge, to $2,746.00/AF.

For South County zones, staff proposes the following M&I surface water charge increases: for Zone W-5, a 6.8 percent increase to $738.50/AF; for Zone W-7, a 9.4 percent increase to $986.00/AF; for Zone W-8, an 8.1 percent increase to $574.00/AF.

Staff recommends that the total agricultural surface water charge be increased 8.6 percent in all zones, to $119.50/AF.

For recycled water (Zone W-5), staff recommends increasing the M&I charge by 6.8 percent, to $645.50/AF, and increasing the agricultural charge by 4.8 percent, to $76.85/AF. The increase maximizes cost recovery while concurrently providing an economic incentive to use recycled water. This pricing is consistent with the provisions of the “Wholesale-Retailer Agreement for Supply of Recycled Water Between Santa Clara Valley Water District and City of Gilroy.”

Other Water Utility Costs

Staff also recommends setting the State Water Project (SWP) Tax at $28 million for FY 2026-27 to pay all anticipated FY 2026-2027 SWP costs other than Delta Conveyance Project costs. This translates to a property tax bill for the average single-family residence of roughly $46.00 per year. A SWP tax in this amount is necessary to avoid severe increases to Valley Water’s water rates and rate payors, keeping them feasible. If the recommended FY 2026-27 State Water Project Tax is not approved, the impact translates to a needed increase in the M&I groundwater production charge of an additional $158/AF in North County Zone W-2 and in South County an additional $37/AF in Zone W-5, $49/AF in Zone W-7 and $38/AF in Zone W-8 in South County. The open space credit would increase by roughly $962,533.

Valley Water’s 55th Annual Report on the Protection and Augmentation of Water Supplies, among other information, contains a financial analysis of the Valley Water’s water utility system and additional details about the above recommendations. This report can be found at www.valleywater.org <http://www.valleywater.org>.

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

FINANCIAL IMPACT:
If the Board approves the recommended groundwater production and other water charges, the Water Utility should have sufficient funding for planned operations and capital improvement projects for FY 2026-27.

CEQA:
The establishment of groundwater production charges and other water charges is not a project under CEQA Guidelines Section 15273(a) (CEQA does not apply to establishment or modification of charges by public agencies which the public agency finds are for the purpose of meeting operating expenses; purchasing or leasing supplies, equipment and materials; meeting financial reserve needs/requirements; and obtaining funds for capital projects needed to maintain service within existing service areas).

ATTACHMENTS:
Attachment 1: Staff Report
Attachment 2: PowerPoint
Attachment 3: SCVWD Resolution No. 12-10
Attachment 4: Notice of Public Hearing
*Supplemental Board Agenda Memo
*Supplemental Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3068

Staff Report

In accordance with the District Act, District staff has prepared an annual report on the Protection and Augmentation of Water Supplies (PAWS), which was filed with the Clerk of the Board on February 27, 2026.

The Report is the 55th annual report on the Santa Clara Valley Water District's (Valley Water) activities in the protection and augmentation of the water supplies. This Report is prepared in accordance with the requirements of the District Act, section 26.5. The Report provides information on water requirements and water supply availability, and financial analysis of Valley Water's water utility system. The financial analysis includes future capital improvement and maintenance requirements, operating requirements, financing methods and staff's recommended groundwater production and other water charges by zone for fiscal year (FY) 2026-27.

The PAWS Report can be found at www.valleywater.org.

The Rate Setting Process

According to Section 26.3 of the District Act, proceeds from groundwater production charges can 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
4. Pay for debt incurred for purposes 1, 2 and 3.

This year, as in past years, staff has carefully evaluated the activities that can be paid for by groundwater production charges. The work of Valley Water is divided into projects. Every project has a detailed description including objectives, milestones, and an estimate of resources needed to deliver the project. To ensure compliance with the District Act, each project manager must justify whether or not groundwater production charges can be used to pay for the activities associated with their project. The financial analysis presented in the annual report is based on the financial forecasts for these vetted projects.

Resolution 99-21 guides staff in the development of the overall pricing structure based on principles established in 1971. The general approach is to charge the recipients of the various benefits for the benefits received. More specifically, pricing is structured to manage surface water, groundwater supplies and recycled water conjunctively to prevent the over use or under use of the groundwater basin. Consequently, staff is very careful to recommend pricing for groundwater production charges, treated water charges, surface water charges and recycled water charges that work in concert to achieve the effective use of available resources.

This year's rate setting process is being conducted consistent with Board Resolutions 99-21 and 12-10. The rate setting process for both groundwater and surface water is consistent with Proposition 26 requirements that the groundwater production and surface water charges are no more than necessary to cover reasonable costs and bear a fair or reasonable relationship to the rate payor's burdens on or benefits received from the groundwater and surface water programs. The surface water charge setting process mirrors the process described in Proposition 218 for property-related fees for water services. As in the past, the Board will continue to hold public hearings and seek input from its advisory committees and the public before rendering a final decision on groundwater production and other water charges for FY 2026-27.

Staff Recommendations

Exhibit 1 shows the recommended groundwater production charges and other charges for FY 2026-27.

Exhibit 1 **Summary of Charges (Dollars Per Acre Foot, $/AF)**

		Dollars Per Acre Foot		
	Basic User/Groundwater Production Charge	**FY 2024-25**	**FY 2025-26**	**Recommended FY 2026-27**
Zone W-2 (North County)	Municipal and Industrial	2,229.00	2,450.00	2,673.00
	Agricultural	39.80	43.00	46.50
	Surface Water Charge			
	Surface Water Master Charge	61.00	67.00	73.00
	Total Surface Water, Municipal and Industrial*	2,290.00	2,517.00	2,746.00
	Total Surface Water, Agricultural*	100.80	110.00	119.50
	Treated Water Charges			
	Contract Surcharge	115.00	115.00	115.00
	Total Treated Water Contract Charge**	2,344.00	2,565.00	2,788.00
	Non-Contract Surcharge	200.00	200.00	200.00
	Total Treated Water Non-Contract Charge***	2,429.00	2,650.00	2,873.00
Zone W-5 (Llagas Subbasin)	**Basic User/Groundwater Production Charge**			
	Municipal and Industrial	579.00	624.50	665.50
	Agricultural	39.80	43.00	46.50
	Surface Water Charge			
	Surface Water Master Charge	61.00	67.00	73.00
	Total Surface Water, Municipal and Industrial*	640.00	691.50	738.50
	Total Surface Water, Agricultural*	100.80	110.00	119.50
	Recycled Water Charges			
	Municipal and Industrial	559.00	604.50	645.50
	Agricultural	70.15	73.35	76.85
Zone W-7 (Coyote Valley)	**Basic User/Groundwater Production Charge**			
	Municipal and Industrial	750.50	834.50	913.00
	Agricultural	39.80	43.00	46.50
	Surface Water Charge			
	Surface Water Master Charge	61.00	67.00	73.00
	Total Surface Water, Municipal and Industrial*	811.50	901.50	986.00
	Total Surface Water, Agricultural*	100.80	110.00	119.50
Zone W-8 (Uvas/ Chesbro)	**Basic User/Groundwater Production Charge**			
	Municipal and Industrial	430.00	464.00	501.00
	Agricultural	39.80	43.00	46.50
	Surface Water Charge			
	Surface Water Master Charge	61.00	67.00	73.00
	Total Surface Water, Municipal and Industrial*	491.00	531.00	574.00
	Total Surface Water, Agricultural*	100.80	110.00	119.50

*Note: The total surface water charge is the sum of the basic user charge (which equals the groundwater production charge) plus the water master charge
**Note: The total treated water contract charge is the sum of the basic user charge (which equals the groundwater production charge) plus the contract surcharge
***Note: The total treated water non-contract charge is the sum of the basic user charge (which equals the groundwater production charge) plus the non-contract surcharge

Staff proposes a 9.1% increase in the North County Zone W-2 Municipal and Industrial groundwater production charge from $2,450.00 per acre foot (AF) to $2,673.00/AF. Staff recommends maintaining the treated water surcharge on treated water delivered under the contracts with retail agencies at $115.00/AF, and maintaining the non-contract treated water surcharge at $200.00/AF. The proposal equates to a monthly bill increase for the average household of $5.63 or about 19 cents a day.

In the South County Zone W-5, staff proposes a 6.6% increase in the M&I groundwater production charge from $642.50/AF to $665.50/AF. The proposal equates to a monthly bill increase for the average household of $1.04 or about 3 cents per day.

In the South County Zone W-7, staff proposes a 9.4% increase in the M&I groundwater production charge from $834.50/AF to $913.00/AF. The proposal equates to a monthly bill increase for the average household of $1.98 or about 7 cents per day.

In the South County Zone W-8, staff proposes an 8% increase in the M&I groundwater production charge from $464.00/AF to $501.00/AF. The proposal equates to a monthly bill increase for the average household of $0.93 or about 3 cents per day.

Customers in both areas of North and South County may also experience additional charge increases enacted by their retail water providers.

Staff proposes an 8% increase in the agricultural groundwater production charge, which would mean an increase from $43.00/AF to $46.50/AF. The proposed groundwater production charge equates to 9.25% of the lowest M&I rate (Zone W-8) and would translate to an increase of $0.58 per month per acre, assuming 2 (two) acre-feet of water usage per acre per year.

Staff recommends a 9.1% increase to the surface water master charge from $67.00/AF to $73.00/AF to align revenues with the costs related to managing, operating and billing for surface water diversions. This increase results in an 8.7% increase in the overall North County municipal and industrial surface water charge, to $2,788.00/AF. For South County, the overall increases in the basic user charge and surface water master charge result in a total surface water charge for M&I water as follows: $738.50/AF, or a 6.8% increase for Zone W-5; $986.00/AF, or a 9.4% increase for Zone W-7; and $574.00/AF, or an 8.1% increase for Zone W-8. The total agricultural surface water charge in any zone represents up to an 8.6% increase at $119.50/AF.

For recycled water, staff recommends increasing the M&I charge by 6.8% to $645.50/AF. For agricultural recycled water, the proposed increase is 4.8% to $76.85/AF. The increase maximizes cost recovery while concurrently providing an economic incentive to use recycled water. This pricing is consistent with the provisions of the "Wholesale-Retailer Agreement for Supply of Recycled Water Between Santa Clara Valley Water District and City of Gilroy." The proposed rate changes maximize cost recovery while concurrently providing an economic incentive to use recycled water.

The proposed groundwater production charges for FY 2026-27 are necessary to pay ongoing operations and maintenance of the existing water utility system, investments in water supply infrastructure rehabilitation and upgrades, and new water supply reliability investments. Valley Water remains in an era of investment driven by infrastructure rehabilitation needs.

Staff recommends setting the State Water Project Tax at $28 million for FY 2026-27. This translates to a property tax bill for the average single-family residence of roughly $46.00 per year. Valley Water incurs an annual indebtedness to the State of California pursuant to its Water Supply Contract dated November 20, 1961. Such indebtedness is proportional to Valley Water's allocation of water from the State Water Project and pays for construction, maintenance and operation of state water project infrastructure and facilities. Staff anticipates that Valley Water's contractual indebtedness to the State under the State Water Supply Contract for FY 2026-27 will be at least $35.5 million. Staff's

recommendation regarding the State Water Project tax is consistent with Valley Water's past practice and with the approach of other water districts and agencies that maintain State Water Project supply contracts.

Projections

Exhibit 2 shows actual and projected District-managed water use. Water usage in FY 2024-25 was estimated at approximately 219,000 AF, which is roughly 3,000 AF lower than budgeted. For the current year, FY 2025-26, water use was budgeted at 219,000 AF, reflecting relatively flat use when compared to FY 2024-25 actuals. FY 2025-26 actuals are anticipated to come in lower than budget due to lower treated water deliveries from a pipeline maintenance project; staff anticipates there will be some higher groundwater pumping to offset the reduced treated water deliveries to certain Water Retailers. Water use for FY 2026-27 is projected at 221,500 AF reflecting slightly increased usage due to continued rebound from the 2023 drought.

Exhibit 2 **District-managed Water Use Projection (1,000's AF)**

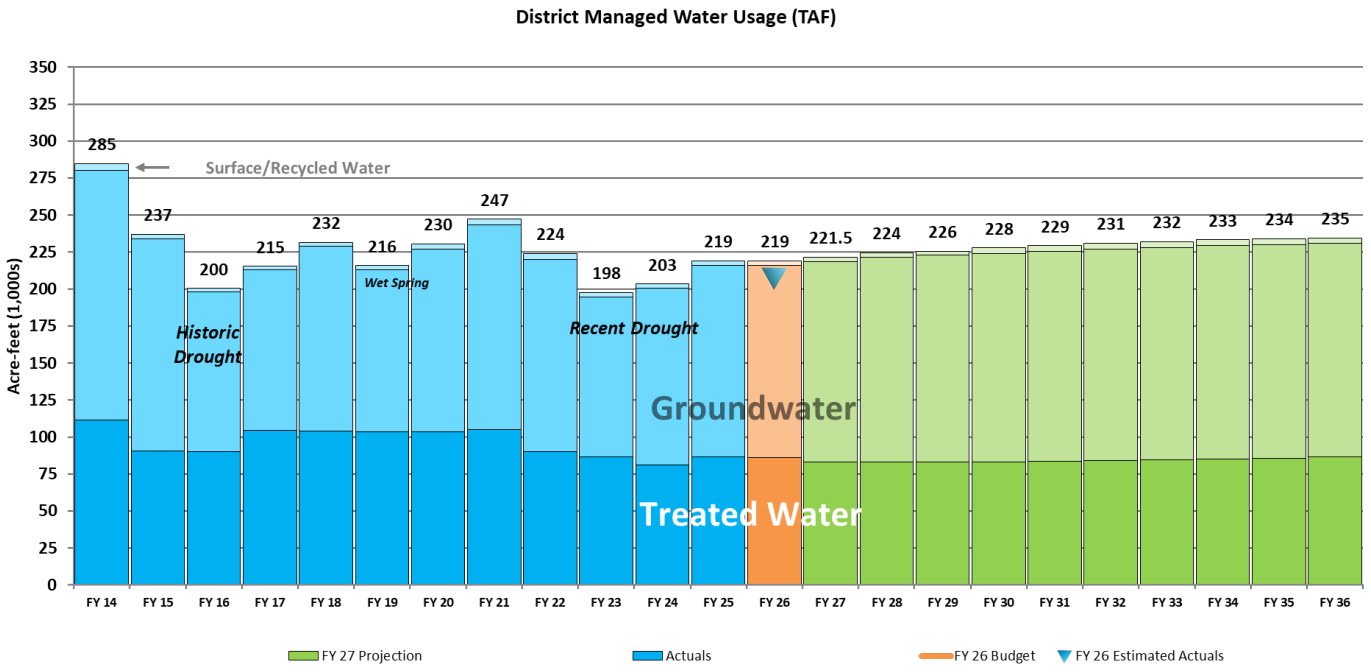


Exhibit 3 shows key financial indicators with staff's recommendation projected to FY 2031-32. The debt service coverage ratio, which is a ratio of revenue less operations expenses divided by annual debt service, is targeted at 2.0 or better which helps to ensure financial stability and continued high credit ratings keeping cost to borrow low.

Exhibit 3 **5-Year Water Charge and Financial Indicator Projection**

Base Case	Adopted Budget 2025–26	2026–27	2027–28	2028–29	2029–30	2030–31	2031–32
No. County (W-2) M&I GWP charge ($/AF)	$2,450	$2,673	$2,916	$3,181.50	$3,471	$4,004	$4,300.50
Y-Y Growth %	9.9%	9.1%	9.1%	9.1%	9.1%	7.4%	7.4%
So. County (W-5) M&I GWP charge ($/AF)	$624.50	$665.50	$709.50	$756.50	$806.50	$859.50	$916
Y-Y Growth %	7.9%	6.6%	6.6%	6.6%	6.6%	6.6%	6.6%
So. County (W-7) M&I GWP charge ($/AF)	$834.50	$913	$999	$1,093	$1,195.50	$1,308	$1,431
Y-Y Growth %	11.2%	9.4%	9.4%	9.4%	9.4%	9.4%	9.4%
So. County (W-8) M&I GWP charge ($/AF)	$464	$501	$541	$584	$631	$681	$735
Y-Y Growth %	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Operating & Capital Reserve	$74,567	$60,588	$66,653	$71,205	$74,686	$77,742	$83,017
Supplemental Water Supply Reserve ($K)	$8,677	$12,077	$15,477	$18,877	$19,277	$19,677	$20,077
Drought Contingency Reserve ($K)	$1,000	$4,000	$8,000	$12,000	$16,000	$20,000	$20,000
Sr. Lien Debt Service Coverage Ratio (1.25 min)	2.09	2.27	2.16	2.24	2.37	2.49	2.62
South County (Deficit)/Reserves ($K)	$9,044	$8,914	$4,810	$931	$661	$769	$3,283

A significant portion of the projected increases in the groundwater production charge are driven by the capital improvement program as shown in Exhibit 4. Around $7.0 billion in capital investments are planned for the next 10 years. Approximately $1.7 billion of the program is allocated to seismically retrofit Anderson Dam, our county's largest reservoir. Roughly $600 million in preliminary costs is for the Dam Safety Program for Almaden, Calero, Coyote and Guadalupe Dams.

Two new projects were approved by the Board to be included in the Capital Improvement Plan (CIP) FY 2027-31 Five-Year Plan in January 2026. Pure Water Silicon Valley Project Full-Scale Facility, which previously had project costs as a placeholder, is now in the CIP FY 2027–31 Five-Year Plan, with an estimated cost of $2.45 billion. The first step in this project is the development of the Pure Water Silicon Valley Project –Demonstration Facility, which is in the currently adopted CIP and has already begun. The Full-Scale Facility will be able to produce up to 24,000 AF of water per year, providing a locally controlled, drought-resilient water supply upon completion, which is estimated in 2036. The Santa Teresa Water Treatment Plant Infrastructure Rehabilitation project was recommended from the Water Treatment Plant Master Plan Implementation effort currently underway and will replace aging assets throughout the plant while increasing plant reliability. This project is anticipated to be completed in 2034 with an estimated cost of $243 million.

The remaining portion of the capital program is primarily dedicated to asset management of Water Utility Enterprise facilities throughout the county. Staff annually conducts a validation process examining the business case for capital solutions in comparison with alternative operations, maintenance, and non-asset based solutions to ensure that Valley Water invests in the right solutions or projects at the right time for the right costs and for the right reasons. All newly proposed projects undergo the validation process prior to being proposed for inclusion in the CIP.

Over the next 10 years, operating outlays are projected to increase an average of 5.0% per year driven by: 1) the ramp up of payments associated with both the Delta Conveyance Project; and 2) the inclusion of the B.F. Sisk Dam Raise Project at San Luis Reservoir. Operations cost increases are also driven by inflation including cost increases associated with employee salaries and benefits. Debt service is projected to rise from $108.6 million in FY 2026-27 to $300.8 million in FY 2035-36 as a result of periodic debt issuances to fund the capital program.

Exhibit 4 **Cost Projection by Cost Center ($M)**

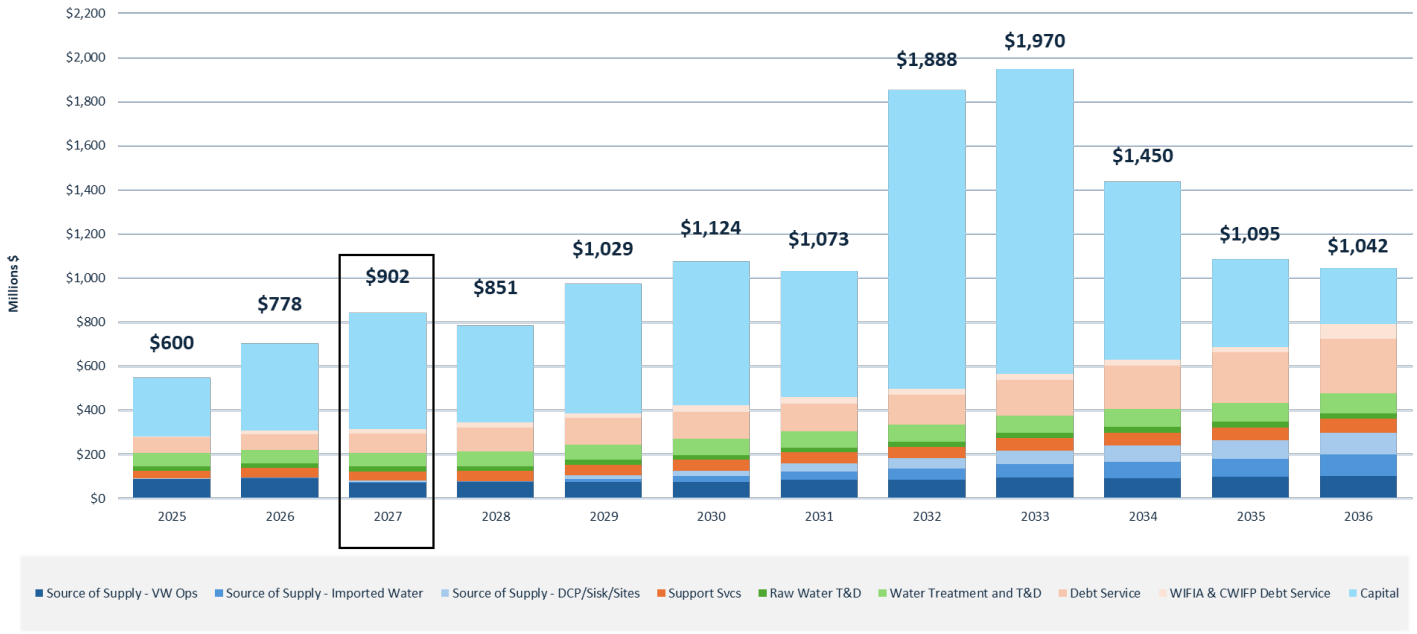


Exhibit 5 shows the groundwater production charge projection for the next 10 years and assumes a continuation of the level of service provided in FY 2025-26 and funding of the draft CIP FY 2027-31 Five-Year Plan. Note that there are initiatives and potential uncertainties that could result in the identification of additional capital or operations projects that are not reflected in the projection.

Exhibit 5 **10-Year Groundwater Charge Projection**

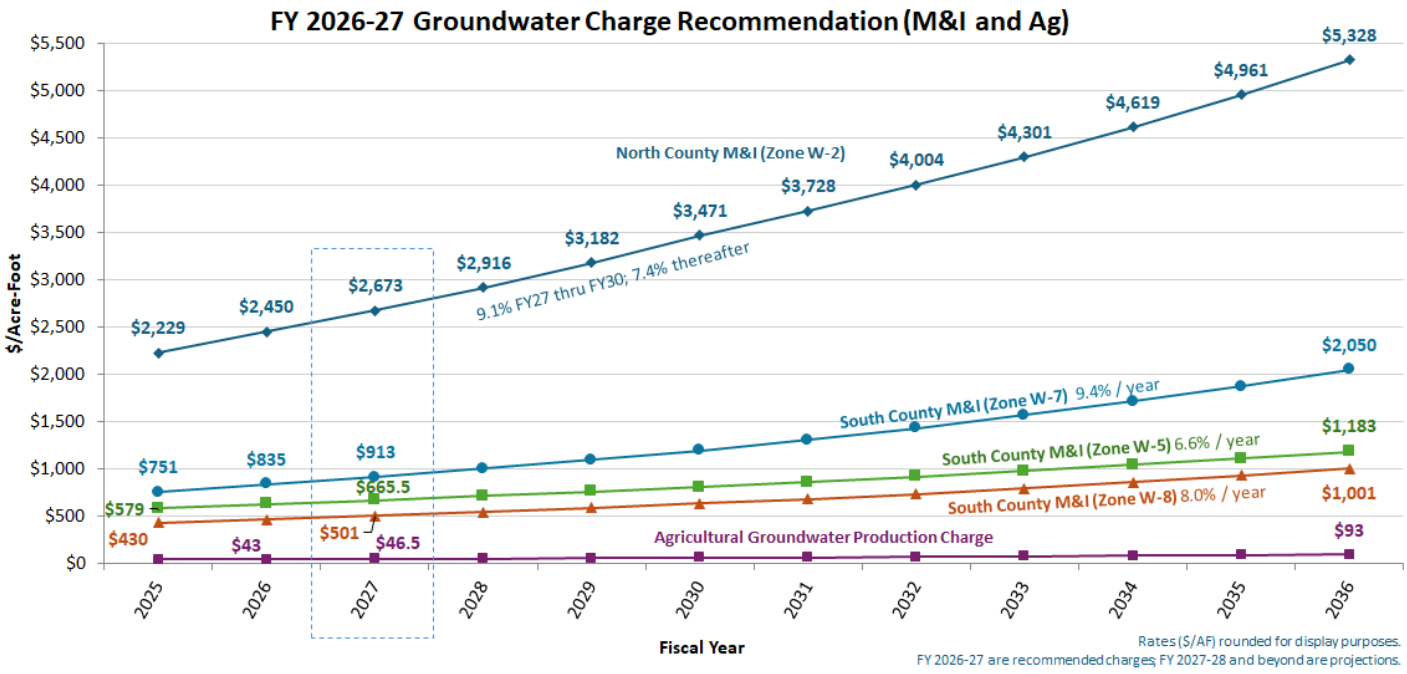


Exhibit 6 shows a comparison of the adjusted proposed groundwater production and treated water charges relative to the anticipated increases for the following similar agencies: Metropolitan Water District, Orange County Water District, San Diego County Water Authority, San Francisco PUC (Hetch Hetchy), and Zone 7.

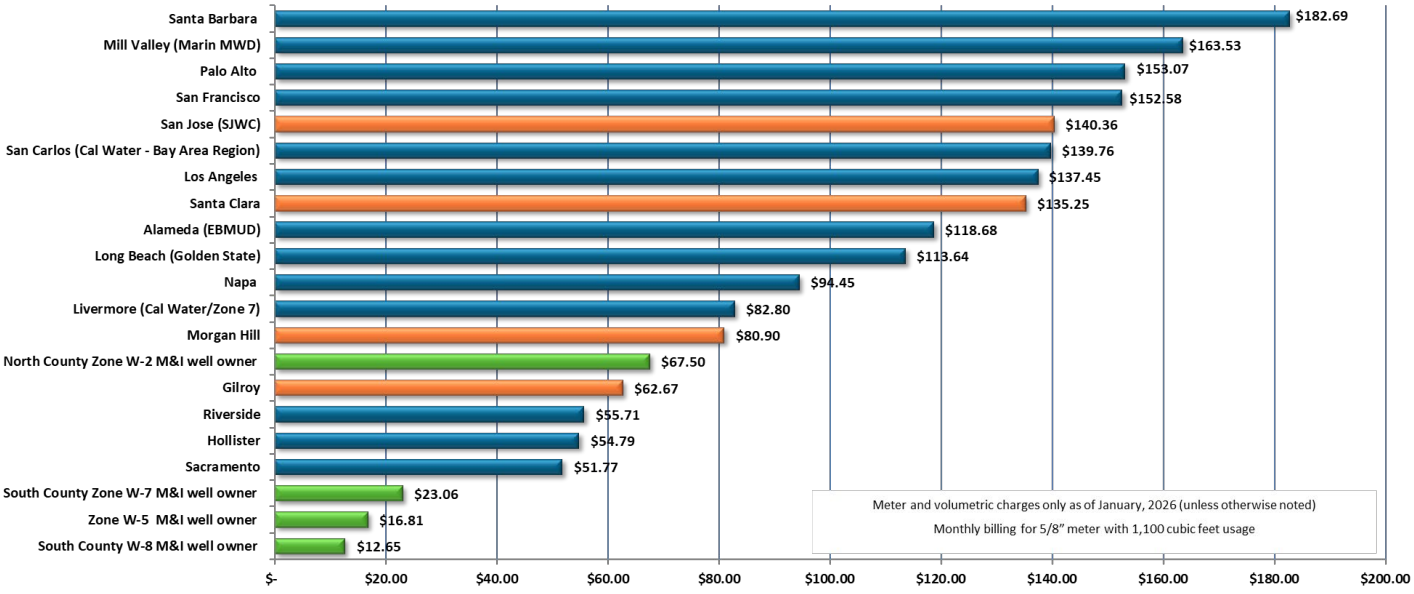
Exhibit 6 **Anticipated FY 2025-26 Water Charge Increases for Similar Agencies**

Agency			% inc.			% inc.	
	FY 24	FY24 to FY25	FY 25	FY25 to FY26	FY 26	FY26 to FY27	FY 27
SCVWD North W-2 (Groundwater prdctn per AF) [1]	$1,974	12.9%	$2,229	9.9%	$2,450	9.1%	$2,673
SCVWD North W-2 (Treated Water per AF) [1]	$2,089	12.2%	$2,344	9.4%	$2,565	8.7%	$2,788
SCVWD South W-5 (Groundwater prdctn per AF) [1]	$544	6.6%	$579	6.6%	$625	6.6%	$665.5
SCVWD South W-7 (Groundwater prdctn per AF) [1]	$658	14.2%	$751	14.2%	$835	9.4%	$913
SCVWD South W-8 (Groundwater prdctn per AF) [1]	$398	8.0%	$430	8.0%	$464	8.0%	$501
Metropolitan WD (Untreated Water per AF)[2]	$1,070	2.5%	$1,097	7.6%	$1,181	0.7%	$1,189
Metropolitan WD (Treated Water per AF)[2]	$1,423	11.0%	$1,580	9.1%	$1,725	0.5%	$1,733
Orange County WD (Groundwater per AF)	$624	10.3%	$688	3.3%	$711	0.0%	$711
San Diego County WA (Treated Water per AF)[2]	$2,147	10.4%	$2,369	11.7%	$2,647	1.7%	$2,691
San Francisco PUC (Treated Water per AF)[3, 3]	$2,430	8.0%	$2,625	2.7%	$2,696	7.4%	$2,895
Zone 7 (Treated Water per AF)[2]	$1,853	4.3%	$1,932	1.2%	$1,956	0.0%	$1,956

1. Amounts may be rounded to the nearest dollar.
2. MWD, SDCWA and Zone 7 rates based on calendar year (i.e., 2026 rate would be effective on 1/1/2026)
3. SFPUC rate includes BAWSCA bond surcharge

Exhibit 7 shows a comparison of the average monthly bill for several of Valley Water's retail customers (e.g., San Jose Water Company, City of Santa Clara, City of Morgan Hill, and City of Gilroy) relative to Valley Water's perennial list of retail agency comparators across the state. SCVWD retailer rates shown include the staff recommended increase for FY 2026-27. North County and South County well owner rates are also shown, which exclude pumping costs (e.g., electricity) and well maintenance costs.

Exhibit 7 **Retail Agency Benchmarks**



Cost of Service

The cost-of-service analyses for FY 2026-27 are shown in Exhibit 8 for North County and Exhibit 9 for South County. The exhibits are laid out in a format that follows six industry standard rate making steps.

1. Identify utility pricing objectives and constraints
2. Identify revenue requirements
3. Allocate costs to customer classes
4. Reduce costs by revenue offsets or non-rate related funding sources
5. Develop unit costs by customer class or net revenue requirements by customer class
6. Develop unit rates by customer class

Water Utility pricing objectives and constraints representing rate making step 1 are identified in Resolution 99-21, the District Act, Proposition 218, Proposition 26, and existing contracts.

Step 2 includes identifying and segregating Water Utility Fund costs from Watershed and Administrative Funds and allocating Water Utility costs between zones W-2 (North County) and W-5, W-7, and W-8 (South County) according to benefits provided in each zone. Step 3 involves allocating costs by customer class either directly or based on water usage. Steps 4 and 5 result in unit costs by customer class after applying non-rate related offsets.

Step 6 includes two adjustments. The first adjustment is the application of 1% ad valorem property taxes, to offset the costs of agricultural water in accordance with Board Resolution 99- 21, also known as the "Open Space Credit." For FY 2026-27, staff is proposing a transfer of $4.35M in 1% ad valorem property taxes from the General Fund and the Watershed Stream Stewardship Fund into the Water Utility Fund. The true-up adjustments related to FY 2023-24 increased the amount of Open Space Credit needed in FY 2026-27.

The second adjustment involves reallocating a portion of the cost of treated water (or recycled water in the case of South County) to groundwater and surface water users. Treated and recycled water offsets the need to pump groundwater and therefore increases the volume of stored groundwater and improves reliability. The reallocation of a portion of the treated water cost for example represents the value of treated water to groundwater and surface water users and facilitates a pricing structure that prevents the over use of the groundwater basin. Preventing over use not only preserves groundwater for use in times of drought, but also prevents land subsidence or sinking of the land, which can cause serious infrastructure issues.

Another aspect of the second adjustment is related to setting the basic user charge for surface water equal to the groundwater production charge. Surface water use is effectively in-lieu groundwater use permitted by Valley Water to help preserve the groundwater basin. As such, the costs related to preserving the groundwater basin provide value to surface water users because it makes available District surface water, which otherwise would only be used for groundwater recharge. Similarly, the costs related to providing surface water benefit groundwater users because surface water usage helps preserve the groundwater basin. The second adjustment reallocates costs between surface water and groundwater customers in order to set the basic user charge for surface water equal to the groundwater production charge in recognition of this conjunctive use relationship, and in accordance with board policy. A 2015 study was conducted by Raftelis Financial Consultants, Inc (RFC) that confirms the reasonableness of such an adjustment. The report titled "Report Documenting the Reasonableness of the Conjunctive Use Benefit of Surface Water and Recycled Water to Groundwater Customers" documents the support and justification for the water district's cost of service methodology and can be found on Valley Water's website.

Exhibit 8 **Cost of Service North County Zone W-2 ($K)**

	FY 27 Projection ($ in Thousands)	Zone W-2					
		Groundwater		Treated Water	Surface Water		Total W-2
		M&I	AG	M&I	M&I	Ag	
1	**Operating Outlays**						
2	Operations/Operating Projects	66,029	546	132,521	1,035	0	200,132
3	SWP Imported Water Costs	9,252	77	26,123	396	0	35,848
4	Debt Service	26,843	225	81,250	309	0	108,627
5	**Total Operating Outlays**	102,124	849	239,894	1,740	0	344,607
	Step 2- Identify revenue reqmnts						
6	**Capital & Transfers**						
7	Operating Transfers Out	8,412	70	8,980	65	0	17,527
8	Capital Outlays excl. carryforward	155,882	1,305	343,988	1,199	0	502,375
9	**Total Capital & Transfers**	164,294	1,376	352,968	1,264	0	519,902
10	**Total Annual Program Costs**	266,417	2,225	592,862	3,005	0	864,509
	Step 3 - Allocate costs to customer classes						
11	**Revenue Requirement Offsets**						
12	Capital Cost Recovery	(5,636)	(47)	(6,017)	(44)	(0)	(11,745)
13	Debt Proceeds	(125,729)	(1,053)	(277,449)	(967)	(0)	(405,198)
14	Inter-governmental Services	(629)	(5)	(672)	(5)	(0)	(1,311)
15	SWP Property Tax	(6,793)	(57)	(19,179)	(291)	(0)	(26,320)
16	South County Deficit/Reserve	(2,161)	(18)	(2,307)	(17)	(0)	(4,503)
17	Interest Earnings	(3,768)	(32)	(4,022)	(29)	(0)	(7,851)
18	Inter-zone Interest	50	0	54	0	0	105
19	Capital Contributions	(242)	(2)	(258)	(2)	(0)	(504)
20	Transfers In	(519)	(4)	(554)	(4)	(0)	(1,081)
21	Other	(771)	(6)	(762)	(11)	(0)	(1,551)
22	Reserve Requirements	16,517	86	40,008	127	0	56,738
	Step 4- Reduce costs by revenue offsets						
23	**Adjusted Revenue Requirement (FY 27)**	**136,736**	**1,086**	**321,703**	**1,763**	**0**	461,289
24	**Adjusted Revenue Requirement (FY 24 adj)**	8,337	-	(27,696)	(711)	-	(20,070)
25	**Total Adjusted Revenue Requirement**	**145,073**	**1,086**	**294,007**	**1,052**	**0**	441,218
26	Volume (KAF)	77.6	0.7	82.9	0.6	0.0	161.7
27	Revenue Requirement ($ per AF)	$ 1,869	$ 1,671	$ 3,548	$ 1,753	$ 2,847	$ -
	Step 5 - Develop unit costs by customer class						
28	**Adjustments for Agricultural Preservation**						
29	Allocate WU 1% Ad Valorem Prop Tax	-	(1,056)	-	-	(0)	(1,056)
30	Transfer GF 1% Ad valorem Prop Tax	-	-	-	-	-	-
31	Transfer WS 1% Ad Valorem Prop Tax	-	-	-	-	-	-
32	Revenue Requirement ($ per AF)	$ 1,869	$ 46	$ 3,548	$ 1,753	$ 120	$ -
	Step 6 - Rate Design						
33	**Adjustments to Facilitate Conjunctive Use**						
34	Reallocate TW/SW/RW costs	62,395	-	(62,990)	596	-	0
35	Water Charge ($ per AF)	$ 2,673.00	$ 46.50	$ 2,788.00	$ 2,746.00	$ 119.50	$ -
36	Total Revenue ($K)	$ 207,468	$ 30	$ 231,016	$ 1,648	$ 0	$ 440,162

Exhibit 9 **Cost of Service South County Zone W-5 ($K)**

	FY 27 Projection ($ in Thousands)	Zone W-5						
		Groundwater		Surface Water		Recycled Water		Total W-5
		M&I	AG	M&I	AG	M&I	AG	
1	**Operating Outlays**							
2	Operations/Operating Projects	9,319	10,763	201	342	263	225	21,113
3	SWP Imported Water Costs	-	-	-	-	-	-	-
4	Debt Service	-	-	-	-	-	-	-
5	**Total Operating Outlays**	9,319	10,763	201	342	263	225	21,113
	Step 2-							
6	**Capital & Transfers**							
7	Operating Transfers Out	-	-	-	-	-	-	-
8	Capital Outlays excl. carryforward	-	-	-	-	-	-	-
9	**Total Capital & Transfers**	-	-	-	-	-	-	-
10	**Total Annual Program Costs**	9,319	10,763	201	342	263	225	21,113
		Step 3 - Allocate costs to customer classes						
11	**Revenue Requirement Offsets**							
12	Capital Cost Recovery	2,513	2,936	37	64	838	718	7,106
13	Debt Proceeds	-	-	-	-	-	-	-
14	Inter-governmental Services	(34)	(40)	(1)	(1)	-	-	(75)
15	SWP Property Tax	(561)	(655)	(8)	(14)	(21)	(18)	(1,277)
16	South County Deficit/Reserve	1,111	711	(8)	16	369	19	2,218
17	Interest Earnings	-	-	-	-	-	-	-
18	Inter-zone Interest	(33)	(38)	(0)	(1)	(1)	(1)	(75)
19	Capital Contributions	-	-	-	-	-	-	-
20	Transfers In	(46)	(53)	(1)	(1)	(2)	(1)	(104)
21	Other	(63)	(73)	(0)	(1)	(1)	(1)	(140)
22	Reserve Requirements	-	-	-	-	-	-	-
23	**Adjusted Revenue Requirement (FY 27)**	**12,207**	**13,549**	**220**	**404**	**1,445**	**941**	**28,767**
24	**Adjusted Revenue Requirement (FY 24 adj)**	(381)	201	17	(199)	(347)	(165)	(874)
25	**Total Adjusted Revenue Requirement**	**11,826**	**13,750**	**237**	**204**	**1,098**	**777**	**27,892**
26	Volume (KAF)	18.8	21.9	0.3	0.5	0.7	0.6	42.8
27	Revenue Requirement ($ per AF)	$ 629	$ 627	$ 846	$ 426	$ 1,569	$ 1,294	
		Step 5 - Develop unit costs by customer class						
28	**Adjustments for Agricultural Preservation**							
29	Allocate WU 1% Ad Valorem Prop Tax	-	(11,636)	-	-	-	-	(11,636)
30	Transfer GF 1% Ad valorem Prop Tax	-	(547)	-	(74)	-	(365)	(986)
31	Transfer WS 1% Ad Valorem Prop Tax	-	(547)	-	(74)	-	(365)	(986)
32	Revenue Requirement ($ per AF)	$ 629	$ 47	$ 846	$ 120	$ 1,569	$ 77	
	Step 6 - Rate Design							
33	**Adjustments to Facilitate Conjunctive Use**							
34	Reallocate TW/SW/RW costs	677	-	(30)	-	(646)	-	-
35	Water Charge ($ per AF)	$ 665.50	$ 46.50	$ 738.50	$ 119.50	$ 645.50	$ 76.85	
36	Total Revenue ($K)	$12,503	$1,020	$207	$57	$452	$46	$14,285

Exhibit 9, continued **Cost of Service South County Zone W-7 ($K)**

	FY 27 Projection ($ in Thousands)	Zone W-7				
		Groundwater		Surface Water		Total W-7
		M&I	AG	M&I	AG	
1	**Operating Outlays**					
2	Operations/Operating Projects	7,925	1,894	160	236	10,216
3	SWP Imported Water Costs	-	-	-	-	-
4	Debt Service	-	-	-	-	-
5	**Total Operating Outlays**	7,925	1,894	160	236	10,216
	Step 2-	-	-	-	-	
6	**Capital & Transfers** Identify revenue	-	-	-	-	
7	Operating Transfers Out reqmnts	-	-	-	-	-
8	Capital Outlays excl. carryforward	-	-	-	-	-
9	**Total Capital & Transfers**	-	-	-	-	-
10	**Total Annual Program Costs**	7,925	1,894	160	236	10,216
		Step 3 - Allocate costs to customer classes				
11	**Revenue Requirement Offsets**					
12	Capital Cost Recovery	3,620	917	23	34	4,594
13	Debt Proceeds	-	-	-	-	-
14	Inter-governmental Services	(60)	(15)	(0)	(1)	(76)
15	SWP Property Tax	(291)	(74)	(2)	(3)	(370)
16	South County Deficit/Reserve	2,379	105	(114)	4	2,373
17	Interest Earnings Step 4-	-	-	-	-	-
18	Inter-zone Interest Reduce costs by	(22)	(6)	(0)	(0)	(28)
19	Capital Contributions revenue offsets	-	-	-	-	-
20	Perchlorate Response	(4)	(1)	(0)	(0)	(5)
21	Other	(23)	(6)	(0)	(0)	(29)
22	Reserve Requirements	-	-	-	-	-
23	**Adjusted Revenue Requirement (FY 27)**	**13,523**	**2,815**	**66**	**271**	16,675
24	**Adjusted Revenue Requirement (FY 24 adj)**	(2,001)	(591)	117	(264)	(2,738)
25	**Total Adjusted Revenue Requirement**	**11,522**	**2,224**	**183**	**7**	13,937
26	Volume (KAF)	12.7	3.2	0.1	0.1	16.2
27	Revenue Requirement ($ per AF)	$ 905	$ 689	$ 2,292	$ 58	
		Step 5 - Develop unit costs by customer				
28						
29	Allocate WU 1% Ad Valorem Prop Tax	-	-	-	7	7
30	Transfer GF 1% Ad valorem Prop Tax	-	(1,037)	-	-	(1,037)
31	Transfer WS 1% Ad Valorem Prop Tax	-	(1,037)	-	-	(1,037)
32	Revenue Requirement ($ per AF)	$ 905	$ 47	$ 2,292	$ 120	
	Step 6 - Rate Design					
33	**Adjustments to Facilitate Conjunctive Use**					
34	Reallocate TW/SW/RW costs	104	-	(104)	-	-
35	Water Charge ($ per AF)	$ 913.00	$ 46.50	$ 986.00	$ 119.50	
36	Total Revenue ($K)	$11,627	$150	$79	$14	$11,870

Exhibit 9, continued **Cost of Service South County Zone W-8 ($K)**

	FY 27 Projection ($ in Thousands)	Zone W-8					Total South County
		Groundwater		Surface Water		Total W-8	
		M&I	AG	M&I	AG		
1	**Operating Outlays**						
2	Operations/Operating Projects	259	293	23	-	575	31,904
3	SWP Imported Water Costs	-	-	-	-	-	-
4	Debt Service	-	-	-	-	-	-
5	**Total Operating Outlays**	259	293	23	-	575	31,904
	Step 2-	-	-	-	-		
6	**Capital & Transfers** Identify revenue	-	-	-	-		
7	Operating Transfers Out reqmnts	-	-	-	-	-	-
8	Capital Outlays excl. carryforward	-	-	-	-	-	-
9	**Total Capital & Transfers**	-	-	-	-	-	-
10	**Total Annual Program Costs**	259	293	23	-	575	31,904
	Step 3 - Allocate costs to customer						
11	**Revenue Requirement Offsets**						
12	Capital Cost Recovery	20	22	2	-	44	11,745
13	Debt Proceeds	-	-	-	-	-	-
14	Inter-governmental Services	(0)	(0)	(0)	-	(0)	(152)
15	SWP Property Tax	(15)	(17)	(2)	-	(34)	(1,680)
16	South County Deficit/Reserve	(103)	14	1	-	(88)	4,503
17	Interest Earnings Step 4-	-	-	-	-	-	-
18	Inter-zone Interest Reduce costs by	(1)	(1)	(0)	-	(1)	(105)
19	Capital Contributions revenue offsets	-	-	-	-	-	-
20	Perchlorate Response	(2)	(2)	(0)	-	(5)	(113)
21	Other	(1)	(1)	(0)	-	(2)	(171)
22	Reserve Requirements	-	-	-	-	-	-
23	**Adjusted Revenue Requirement (FY 27)**	**157**	**307**	**25**	**-**	489	45,930
24	**Adjusted Revenue Requirement (FY 24 adj)**	28	49	-	(26)	52	(3,561)
25	**Total Adjusted Revenue Requirement**	**185**	**356**	**25**	**(26)**	541	42,370
26	Volume (KAF)	0.4	0.4	0.0	0.0	0.8	59.8
27	Revenue Requirement ($ per AF)	$ 496	$ 847	$ 618	$ -		
	Step 5 - Develop unit costs by customer						
28							
29	Allocate WU 1% Ad Valorem Prop Tax	-	(7)	-	-	(7)	(11,636)
30	Transfer GF 1% Ad valorem Prop Tax	-	(165)	-	13	(152)	(2,175)
31	Transfer WS 1% Ad Valorem Prop Tax	-	(165)	-	13	(152)	(2,175)
32	Revenue Requirement ($ per AF)	$ 496	$ 47	$ 618	$ 120		
	Step 6 - Rate Design						
33	**Adjustments to Facilitate Conjunctive Use**						
34	Reallocate TW/SW/RW costs	2	-	(2)	-	-	-
35	Water Charge ($ per AF)	$ 501.00	$ 46.50	$ 574.00	$ 119.50		
36	Total Revenue ($K)	$187	$20	$23	$0	$229	$26,385

Open Space Credit

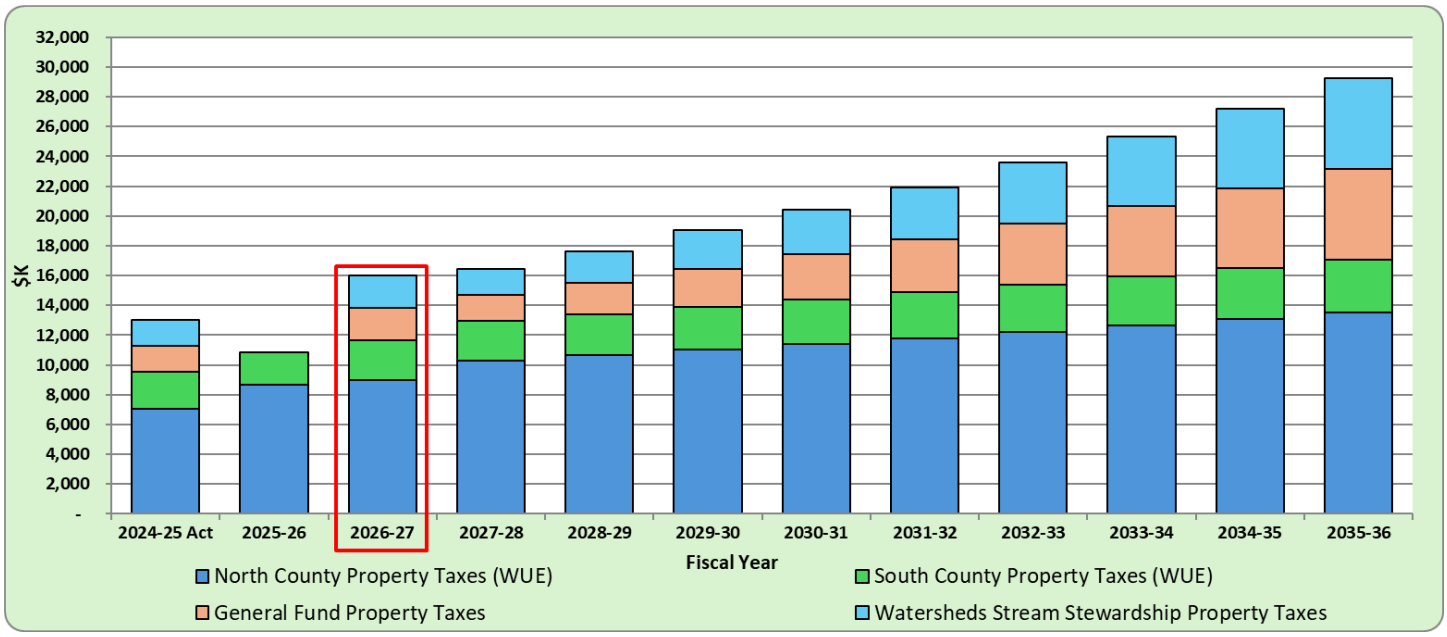
The District Act limits agricultural groundwater production charges to a maximum of 25% of the M&I groundwater production charges. Current board policy adds an "open space" credit to agricultural revenues. The purpose of the credit is to preserve the open space benefits provided by agricultural lands by keeping agricultural groundwater production charges low. While the Supreme Court found Proposition 218 inapplicable to groundwater production charges, the Court determined that Proposition 26 does apply, which means that in order for the groundwater production charge to qualify as a nontax fee, costs to end users must be proportional such that one class of users is not subsidizing another.

The agricultural community currently benefits from low groundwater charges that are 1.7% of M&I charges in North County Zone W-2, 7.0% of M&I charges in South County Zone W-5, and 5.1% of M&I charges in South County Zone W-7. The current FY 2025-26 agricultural groundwater production charge is $43.00/AF, or 9.25% of the South County Zone W-8 M&I charge of $464/AF. The FY 2026-27 proposed agricultural groundwater production charge is 9.25% of M&I for Zone W-8, or an increase from $43.00/AF in FY 2025-26 to $46.50/AF in FY 2026-27, translating to an increase of up to $0.58 per month per acre, assuming 2 (two) acre-feet of water usage per acre per year.

The credit to agricultural water users has become known as an "Open Space Credit." It is paid for by fungible, non-rate related revenue. To offset lost revenue that results from the difference between the adopted agricultural groundwater production charge and the agricultural charge that would have resulted at the full cost of service, Valley Water redirects a portion of the 1% ad valorem property taxes generated in the Water Utility, General and Watershed Stream Stewardship Funds.

To comply with the current agricultural groundwater production charge setting policy, staff recommends the open space credit received by South County be $16 million in FY 2026-27 (funded by 1% ad valorem property taxes). This incorporates an adjustment that reconciles FY 2023-24 actuals against what was projected for that year. The $16 million is comprised of an $8.9 million transfer from North County Water Utility 1% ad valorem property taxes, a $2.7 million transfer from South County Water Utility 1% ad valorem property taxes, and $2.175 million transfer from both the General Fund and the Watersheds Stream Stewardship Fund % ad valorem property taxes. As shown in Exhibit 10, the Open Space Credit is projected to grow to $29.0 million by FY 2034-35.

Exhibit 10 **Open Space Credit Trend**



Hearings and Meetings Schedule

Exhibit 11 presents the schedule for the annual groundwater production charge setting process.

Exhibit 11 **Hearings and Meetings Schedule – 2026**

Date	Hearing/Meeting
January 5	Agricultural Water Advisory Committee Meeting
January 13	Board Meeting: Preliminary Groundwater Charge Analysis
January 21	Water Retailers Meeting: Preliminary Groundwater Charge Analysis
January 28	Water Commission Meeting: Prelim Groundwater Charge Analysis
February 10	Board Meeting: Set time and place of Public Hearing
February 27	Mail notice of public hearing and file PAWS report
March 10	Board Meeting: Budget development update
March 11	Water Retailers Meeting: FY 27 Groundwater Charge Recommendation
April 6	Agricultural Water Advisory Committee Meeting
April 8	Water Commission Meeting
April 14	Open Public Hearing
April 22	Continue Public Hearing (Informational Open House with South County focus)
April 28	Conclude Public Hearing
April 29-30	Board Meeting: Budget work study session
May 12	Adopt Biennial Budget & Groundwater Production and Other Water Charges



FISCAL YEAR 2026-27

Public Hearing: Water Charge Recommendations

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

April 28, 2026

Valley Water

Photo: Dr. Robert W. Gross Groundwater Recharge Ponds

Public Hearing has Three Specific Objectives

1. Present annual report on Valley Water's activities and recommended ground water production charges

2. Provide opportunity for any interested person to "…appear and submit evidence concerning the subject of the written report" to the Board of Directors

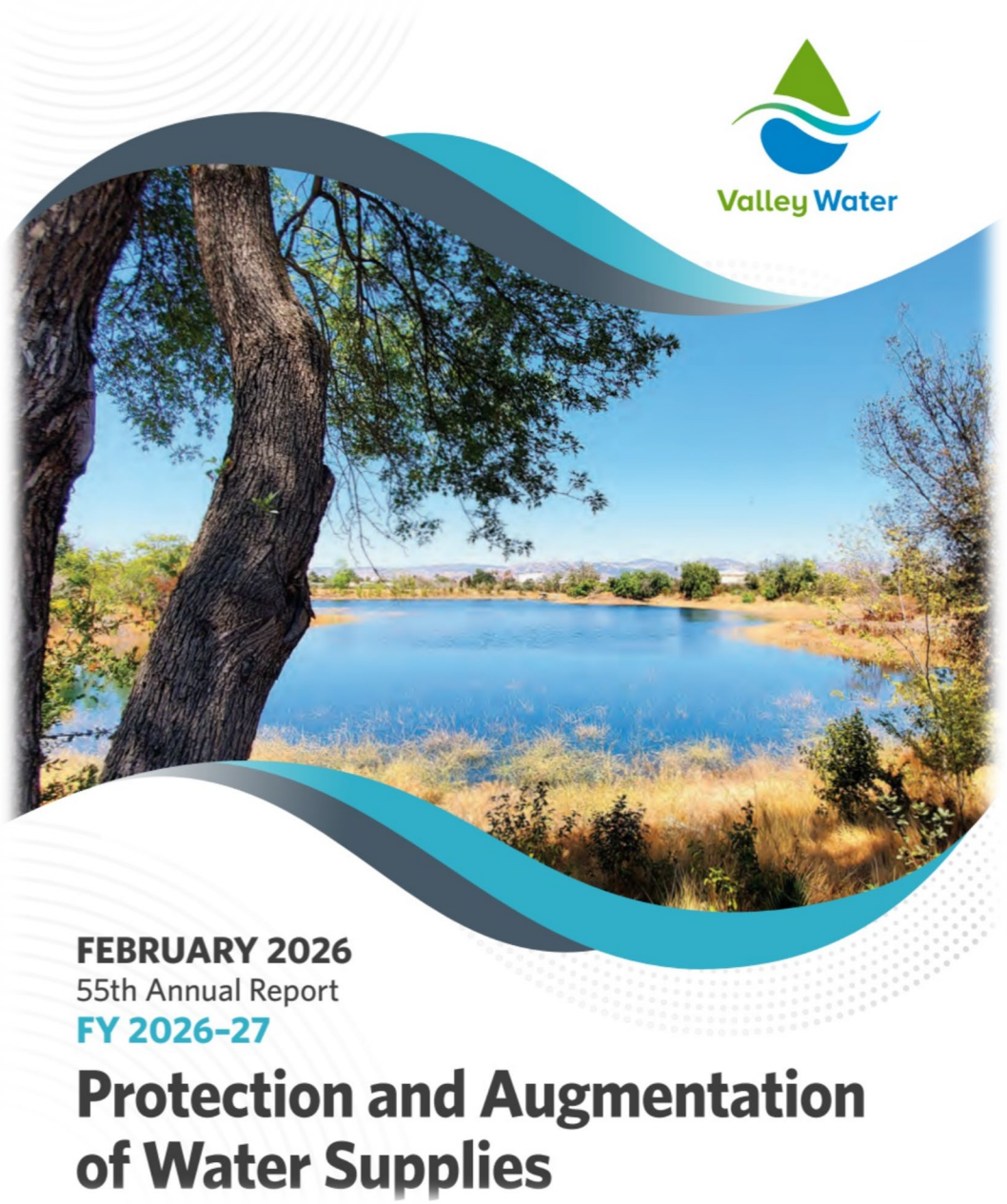
3. Determine and affix Groundwater Production and Other Water Charges for FY 2026-27

55th Annual Report Released

Annual Protection and Augmentation of Water Supplies Report provides information & accountability

Filed February 27, 2026

Available Online:
www.valleywater.org/ProposedWaterCharges

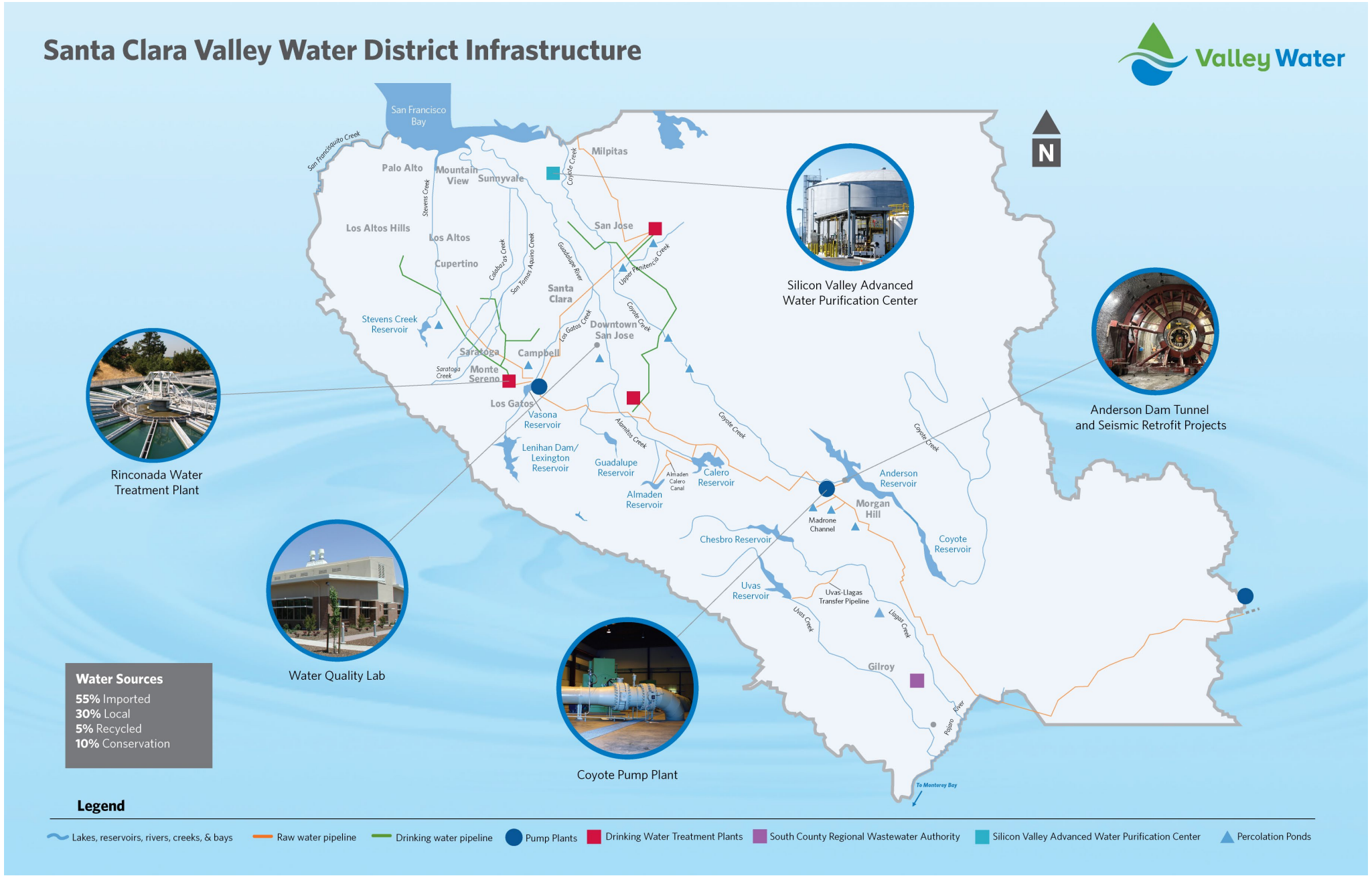


Valley Water

Topics for Today's Public Hearing

- Background
- Water Usage
- Cost Projections
- Key Assumptions for FY 2026-27
- Groundwater Production Charges
- State Water Project Tax
- Schedule/Wrap up

A comprehensive, flexible water system serving over 2 million people



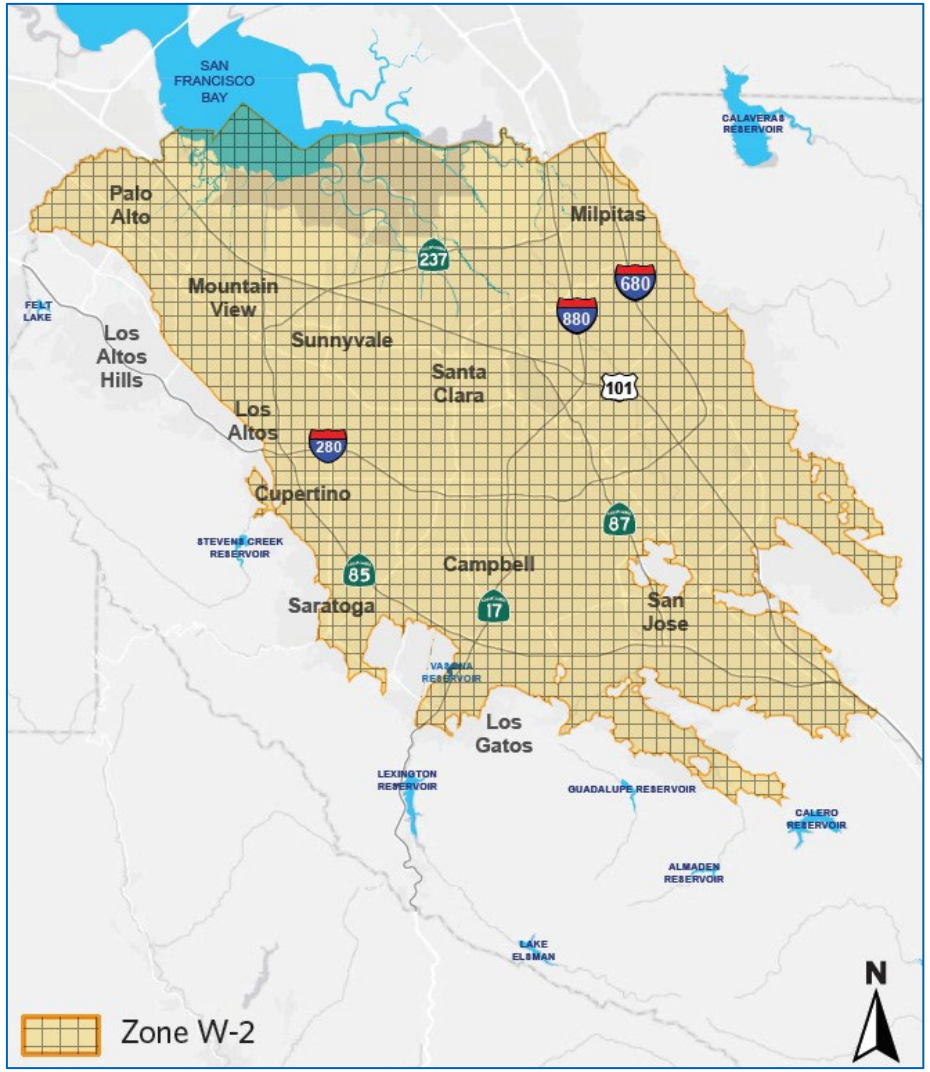
Water Utility:

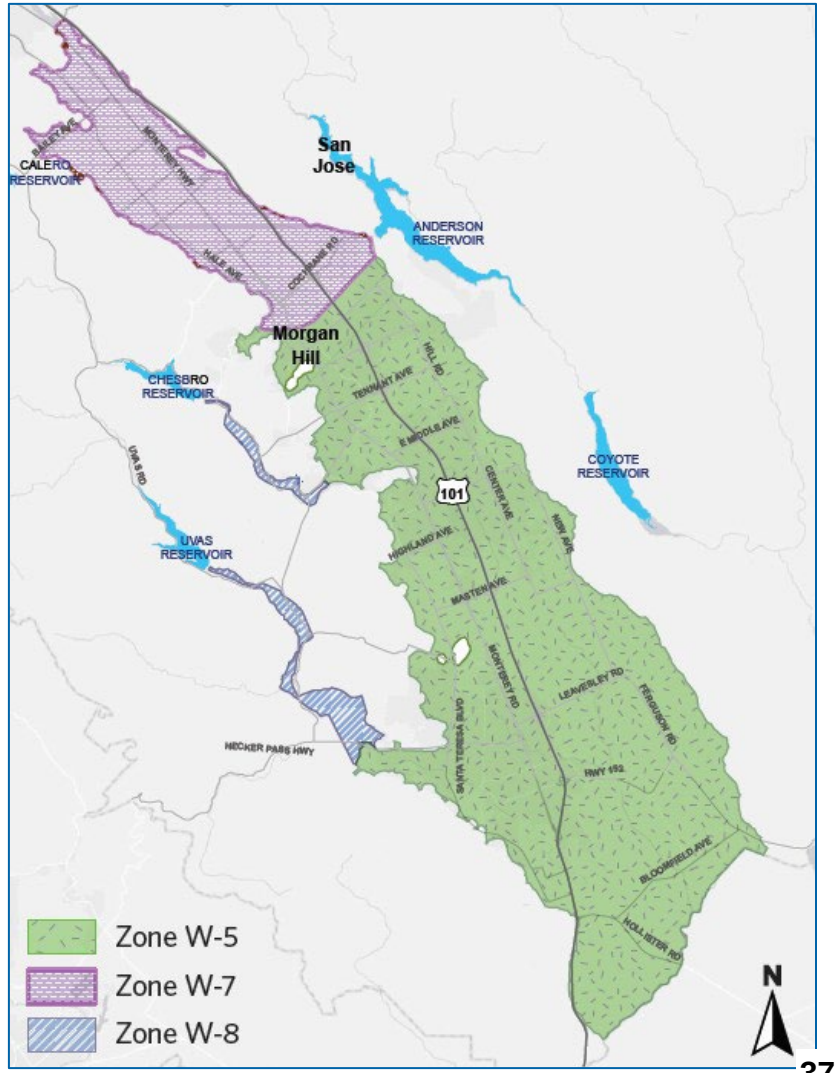
- 393 ACRES OF RECHARGE PONDS
- 142 MILES OF PIPELINES
- 10 RESERVOIRS
- 3 WATER TREATMENT PLANTS
- 3 PUMP STATIONS
- 1 WATER PURIFICATION CENTER

Valley Water Groundwater Charge Zones of Benefit

Board Pricing Policy Summary

- 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





Rate setting process is consistent with Props 218 & 26

- **Groundwater charge setting process is consistent with Prop 26**
  - Certain Prop 218 requirements continue, like holding a public hearing, and noticing well owners, which are consistent with District Act

- **Surface Water Charge setting process is consistent with Prop 218**
  - Includes protest procedure as defined in Board Resolution 12-10

Strategic Outlook

- Valley Water remains in an era of investment
  - To upgrade, rehabilitate, replace existing water supply infrastructure that was built decades ago
  - To invest in new infrastructure in response to changing weather patterns
- Focus on securing water supplies through regional projects participation
- Baseline water rate case investment assumptions
  - Maintain alignment with Draft CIP FY27-31 5-Year Plan
  - Reflect lower rate projections driven by August 26, 2025 decision by the Board to suspend development of the Pacheco Reservoir Expansion Project

FY 2026-27 Rate Setting Assumptions

Baseline Case

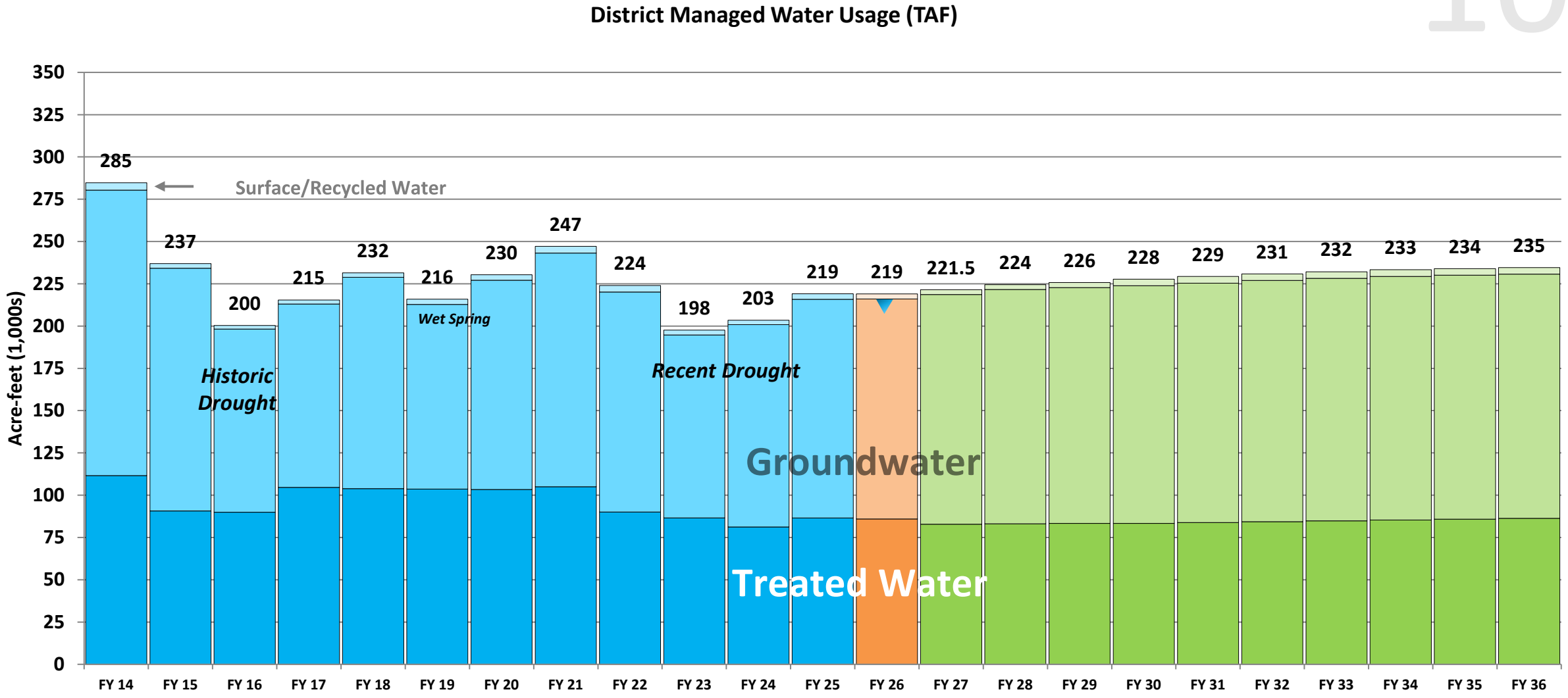
- **Plan for slightly increased District-managed water use of 221,500 AF**
- **Maintain current level of service and ongoing operations and maintenance**
- **Anderson Dam Seismic Retrofit**
- **Master Plan projects: SCADA, Water Treatment Plants & Distribution**
- **Dam Safety Program: Almaden, Calero, Coyote, & Guadalupe**
- **Pure Water Silicon Valley** *Demonstration Facility & Full-Scale Direct Potable Reuse (DPR) Facility*
- **Delta Conveyance project participation** *
- **San Luis Reservoir: B.F. Sisk Dam Raise with up to 63 TAF Storage** *
- **Sites Reservoir project participation** *
- **State Water Project Tax pays for 100% of State Water Project costs** *Excludes SWP portion of Delta Conveyance*
- **Maintain Agricultural Rate set at 9.25% of lowest M&I rate (Zone W-8)**

Valley Water

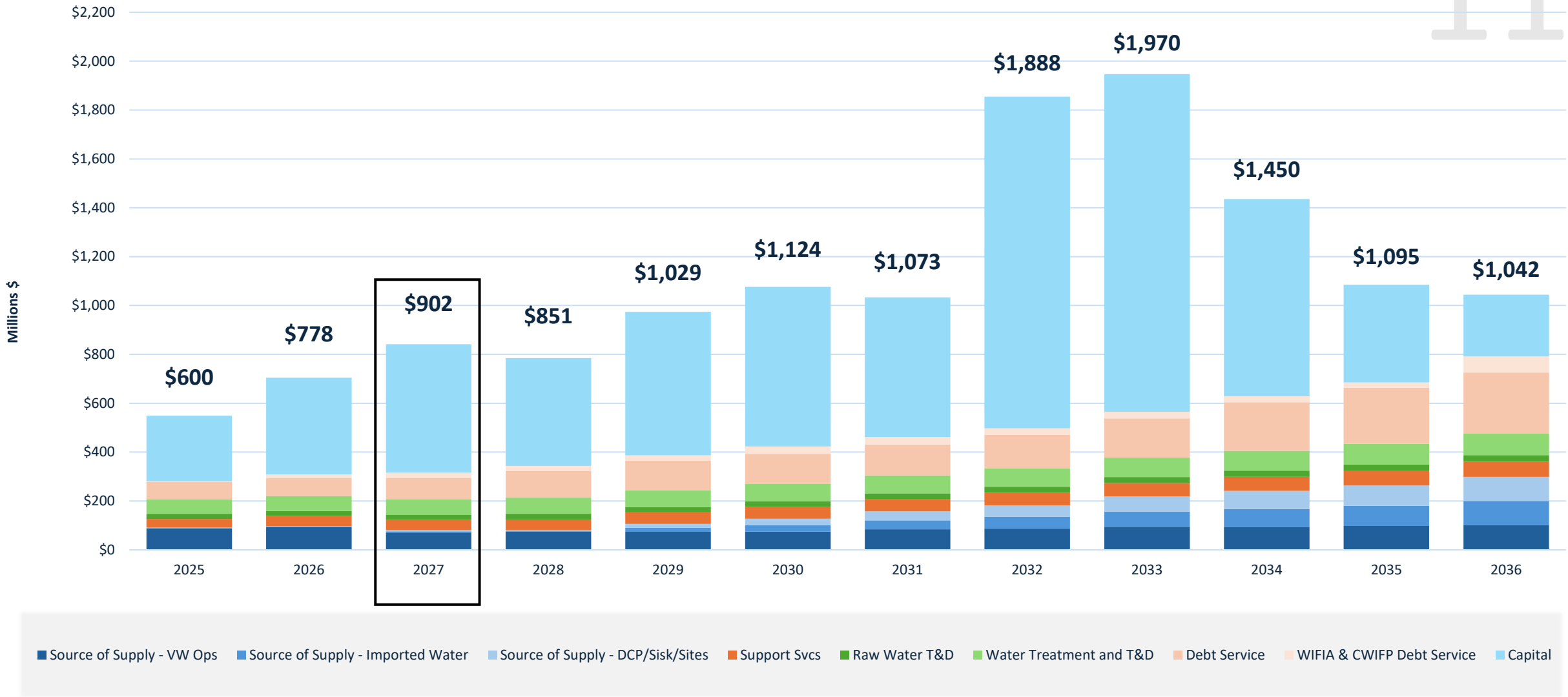
Note: Pacheco Reservoir Expansion Project has been eliminated from baseline case assumptions.
* Project costs are reflected as Operations & Maintenance costs.

District Managed Water Usage

Reflects Lower Water User Projections Post 2023 Drought Rebound



Water Utility Cost Projection



Valley Water

Recommended Groundwater Production Charges

Infrastructure

DRIVES DIFFERENT 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

Shared

- Reservoirs –
  - Anderson
  - Coyote
  - Pacheco
- Imported Water –
  - Central Valley Project
- *Shared facilities do not benefit Zone W-8*

South County

- Reservoirs –
  - Chesbro
  - Uvas
    - *Does not benefit Zone W-7*
- SCRWA Recycled Water System
  - *Benefits Zone W-5 only*

FY 2026-27 Groundwater Production Charge Projection

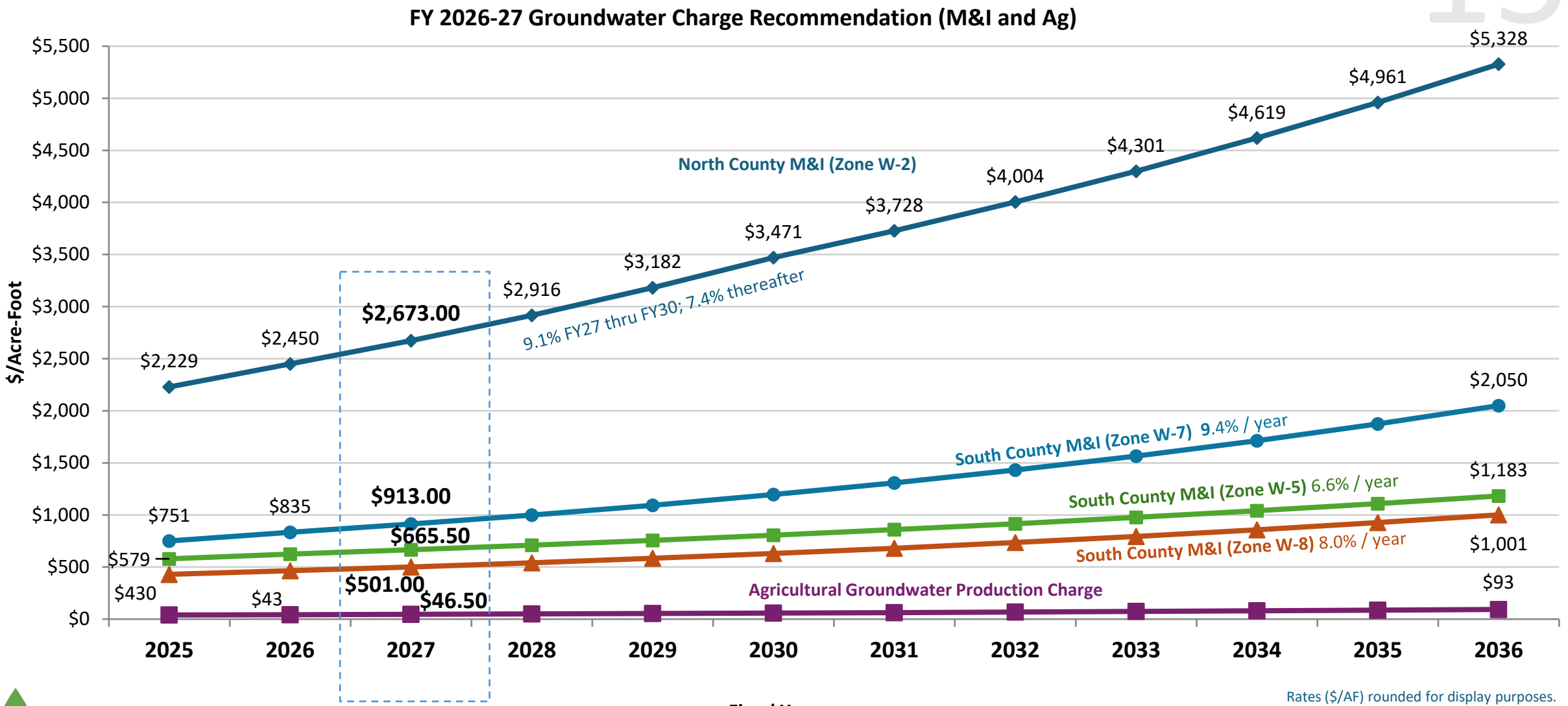
Municipal & Industrial Rate by Zone	FY 2025-26 GW Production Charge	Recommended % Increase FY 2026-27	FY 2026-27 Recommended GW Production Charge	Increase to Average Monthly Bill (11 HCF/month)
North County W-2	$2,450.00	~~9.9%~~* 9.1%	$2,673.00	$5.63
South County W-5	$624.50	~~7.9%~~* 6.6%	$665.50	$1.04
South County W-7	$834.50	~~11.2%~~* 9.4%	$913.00	$1.98
South County W-8	$464.00	8.0%	$501.00	$0.93
Agricultural	$43.00	8.0%	$46.50	$0.58 **

Valley Water

* Reflects prior rate increases (%) projected during the FY2025-26 planning cycle.
** Assumes Agricultural users who pump 2 AF of water, per acre, per year.

Groundwater Production Charge Recommendation

As published in the PAWS Report February 27, 2026



Rates ($/AF) rounded for display purposes.
FY 2026-27 are recommended charges; FY 2027-28 and beyond are projections.

Groundwater Charge Increase Projection

As published in the PAWS Report February 27, 2026

Municipal & Industrial Groundwater Charge
Year to Year Growth %

Baseline Scenario 1	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36
North County Zone W-2	**9.1%**	**9.1%**	**9.1%**	**9.1%**	**7.4%**	**7.4%**	**7.4%**	**7.4%**	**7.4%**	**7.4%**
Prior Year	*9.9%*	*9.9%*	*9.9%*	*9.9%*	*9.9%*	*9.9%*	*9.9%*	*9.9%*	*7.0%*	
South County Zone W-5	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**
Prior Year	*7.9%*	*7.9%*	*7.9%*	*7.9%*	*7.9%*	*7.9%*	*7.9%*	*7.9%*	*7.9%*	
South County Zone W-7	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**
Prior Year	*11.2%*	*11.2%*	*11.2%*	*11.2%*	*11.2%*	*11.2%*	*11.2%*	*11.2%*	*11.2%*	
South County Zone W-8	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**
Prior Year	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*	

Valley Water

Groundwater Charge Increase Projection

As published in the PAWS Report February 27, 2026

Municipal & Industrial Groundwater Charge
Monthly Impact to Average Household (11 HCF/Month)

Baseline Scenario 1	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36
North County Zone W-2	$5.63	$6.14	$6.70	$7.31	$6.49	$6.97	$7.49	$8.03	$8.64	$9.27
South County Zone W-5	$1.04	$1.11	$1.19	$1.26	$1.34	$1.43	$1.53	$1.63	$1.73	$1.84
South County Zone W-7	$1.98	$2.17	$2.37	$2.59	$2.84	$3.11	$3.40	$3.71	$4.07	$4.44
South County Zone W-8	$0.93	$1.01	$1.09	$1.19	$1.26	$1.36	$1.49	$1.62	$1.74	$1.87

Note: Does not include any increase that a retailer would layer on top

Valley Water

FY 2026-27 North County Zone W-2 Proposed Charges

Zone W-2 (North County)	Dollars Per Acre Foot		
	FY 2024–25	FY 2025-26	Proposed FY 2026–27
Basic User/Groundwater Production Charge			
Municipal & Industrial	2,229.00	2,450.00	**2,673.00**
Agricultural	39.80	43.00	**46.50**
Surface Water Charge			
Surface Water Master Charge	61.00	67.00	**73.00**
Total Surface Water, Municipal & Industrial*	2,290.00	2,517.00	**2,746.00**
Total Surface Water, Agricultural*	100.80	110.00	**119.50**
Treated Water Charges			
Contract Surcharge	115.00	115.00	**115.00**
Total Treated Water Contract Charge**	2,344.00	2,565.00	**2,788.00**
Non-Contract Surcharge	200.00	200.00	**200.00**
Total Treated Water Non-Contract Charge***	2,429.00	2,650.00	**2,873.00**



* The total surface water charge is the sum of the basic user charge (which equals the groundwater production charge) plus the water master charge

** The total treated water contract charge is the sum of the basic user charge (which equals the groundwater production charge) plus the contract surcharge

*** The total treated water non-contract charge is the sum of the basic user charge (which equals the groundwater production charge) plus the non-contract surcharge

M&I Increase approximately $5.63 per month increase to the average household user.
Note: Does not include any increase that a retailer would layer on top

FY 2026-27 South County Zone W-5 Proposed Charges

Zone W-5 (Llagas Subbasin)	Dollars Per Acre Foot		
	FY 2024–25	FY 2025-26	Proposed FY 2026–27
Basic User/Groundwater Production Charge			
Municipal & Industrial	579.00	624.50	**665.50**
Agricultural	39.80	43.00	**46.50**
Surface Water Charge			
Surface Water Master Charge	61.00	67.00	**73.00**
Total Surface Water, Municipal & Industrial*	640.00	691.50	**738.50**
Total Surface Water, Agricultural*	100.80	110.00	**119.50**
Recycled Water Charges			
Municipal & Industrial	559.00	604.50	**645.50**
Agricultural	70.15	73.35	**76.85**



* The total surface water charge is the sum of the basic user charge (which equals the groundwater production charge) plus the water master charge

Valley Water

M&I Increase approximately $1.04 per month increase to the average household user.
Note: Does not include any increase that a retailer would layer on top

FY 2026-27 South County Zone W-7 Proposed Charges

Zone W-7 (Coyote Valley)	Dollars Per Acre Foot		
	FY 2024–25	FY 2025-26	Proposed FY 2026–27
Basic User/Groundwater Production Charge			
Municipal & Industrial	750.50	834.50	**913.00**
Agricultural	39.80	43.00	**46.50**
Surface Water Charge			
Surface Water Master Charge	61.00	67.00	**73.00**
Total Surface Water, Municipal & Industrial*	811.50	901.50	**986.00**
Total Surface Water, Agricultural*	100.80	110.00	**119.50**



* The total surface water charge is the sum of the basic user charge (which equals the groundwater production charge) plus the water master charge

M&I Increase approximately $1.98 per month increase to the average household user.
Note: Does not include any increase that a retailer would layer on top

Valley Water

FY 2026-27 South County Zone W-8 Proposed Charges

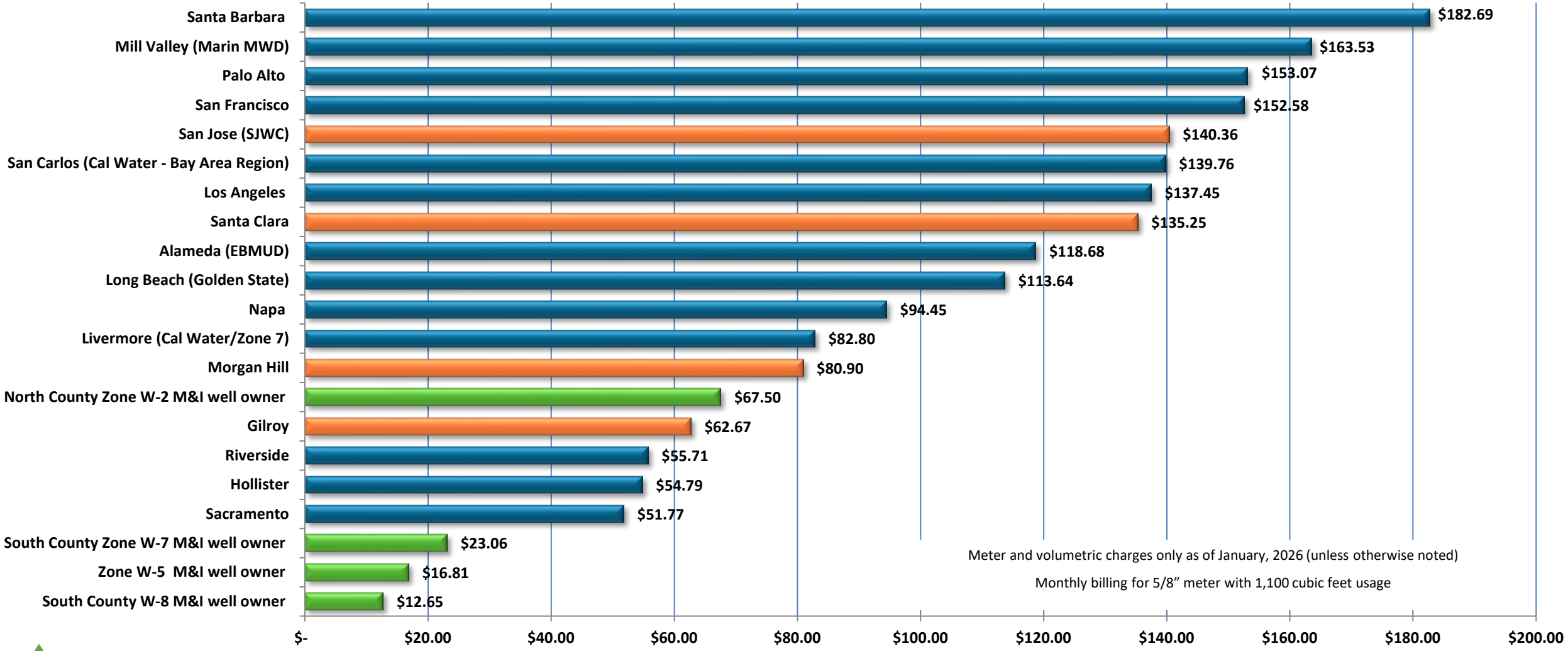
Zone W-8 (Uvas / Chesbro)	Dollars Per Acre Foot		
	FY 2024–25	FY 2025-26	Proposed FY 2026–27
Basic User/Groundwater Production Charge			
Municipal & Industrial	430.00	464.00	**501.00**
Agricultural	39.80	43.00	**46.50**
Surface Water Charge			
Surface Water Master Charge	61.00	67.00	**73.00**
Total Surface Water, Municipal & Industrial*	491.00	531.00	**574.00**
Total Surface Water, Agricultural*	100.80	110.00	**119.50**



* The total surface water charge is the sum of the basic user charge (which equals the groundwater production charge) plus the water master charge

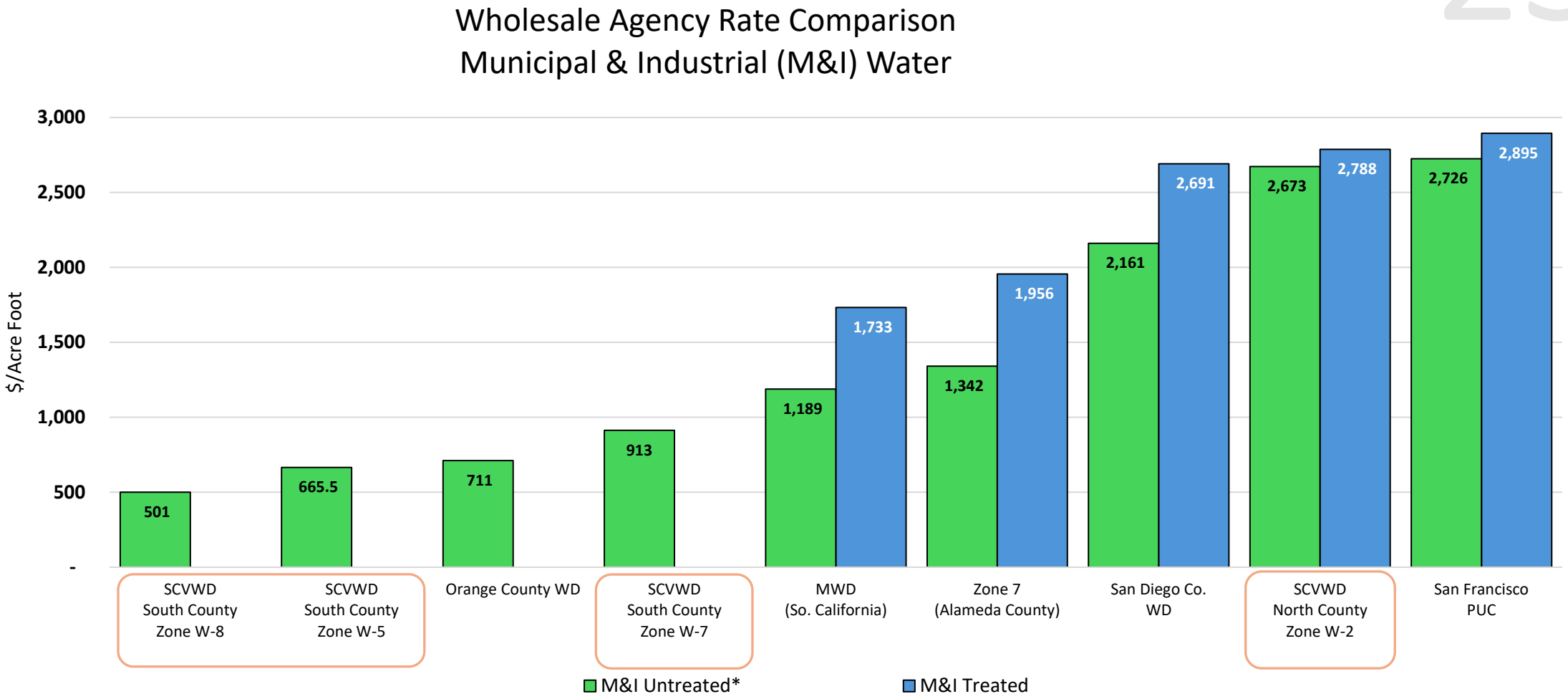
M&I Increase approximately $0.93 per month increase to the average household user.
Note: Does not include any increase that a retailer would layer on top

Retail Agency Benchmarks



Valley Water

Wholesale Agency Rate Comparison



* SCVWD groundwater production charge is equivalent to SCVWD raw surface water basic user charge
Note: some rates rounded to the nearest dollar.

Valley Water FY 27 Proposed shown versus projected comparator rates.

FY 2026-27 State Water Project Tax Recommendation

- **Staff recommends maintaining the SWP tax at $28M (current FY 2026-27 SWP tax is $28M)**
- **The annual SWP tax bill for the average single-family residence would be about $46.00**
- **Impact if SWP tax not approved:**
  - $158/AF additional increase in terms of North County M&I groundwater production charge
  - In terms of South County M&I groundwater production charge, additional increases of:
    - $37/AF for Zone W-5
    - $49/AF for Zone W-7
    - $38/AF for Zone W-8
  - Placing all SWP expenses on groundwater rates would impact affordability
  - $962,533 additional increase in terms of Open Space Credit

DETAIL OF TAXES

TAXING AGENCY	VALUE	RATES (%)	AMOUNT
LAND, IMPROVEMENTS, PERSONAL PROPERTY			
1% MAXIMUM LEVY	1,139,059	1.000000	11,390.59
CO BOND 2008 HOSP FAC	1,139,059	0.005200	59.23
CO RETIREMENT LEVY	1,139,059	0.038800	441.95
CO. HOUSING BOND 2016	1,139,059	0.005600	63.78
COMM COLLEGE BONDS	1,139,059	0.019200	218.68
ELEM OR UNIF SCH BONDS	1,139,059	0.091600	1,043.37
HIGH SCHOOL BONDS	1,139,059	0.057600	656.07
SAN JOSE CITY G O BONDS	1,139,059	0.019700	224.39
TOTAL ASSESSED VALUE TAXES		**1.237700**	**14,098.06**
LAND AND IMPROVEMENTS			
SCVWD-STATE WATER PROJ	1,139,059	0.003900	44.42
TOTAL LAND & IMPROVEMENT TAXES		**0.003900**	**44.42**
TAXES DUE			**$14,142.48**

Valley Water

Water Rate Assistance Program

Valley Water's Water Rate Assistance Program (WRAP) has been renewed with $1 million in annual funding from non-rate revenues.

What is WRAP?

The Water Rate Assistance Program (WRAP) provides direct financial assistance to income-eligible households to pay their water bills. Through a partnership between Valley Water and Sacred Heart Community Service, qualifying households can receive up to $1,000 in assistance once per program year. Funds are paid directly to the water provider to prevent service disconnection and maintain access to safe, clean drinking water.

How to Qualify

1. Reside in Santa Clara County.
2. Be responsible for paying a residential water bill (either directly to a water utility or through rent that includes a water charge).
3. Meet the household income limits.

www.valleywater.org/WRAP

Rate Setting Schedule FY 2026-27

- Jan 5 — Agricultural Water Advisory Committee
- Jan 13 — Board Meeting: Preliminary Groundwater Charge Analysis
- Jan 21 — Water Retailers Meeting: Preliminary Groundwater Charge Analysis
- Jan 28 — 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 11 — 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 22 — Continue Public Hearing in South County (Morgan Hill)**
- **Apr 28 — Conclude Public Hearing**
- **Apr 29-30 — Board Meeting: Budget work study session**

- **May 12 — Adopt budget, 5-Year CIP & groundwater production and other water charges**

Valley Water

Feedback from Advisory Committees and Community

Water Retailers

Agricultural Water Advisory Committee

Santa Clara Valley Water Commission

Members of the Public

Summary & Next Steps

Valley Water remains in an era of investment:

- Upgrading, rehabilitating, & replacing existing water supply infrastructure that was built decades ago
- Actively participating in regional infrastructure projects to secure additional water storage and supply

Proposed FY 27 Groundwater Production Charge for North County in terms of average household increase are:

- Increase of $5.63 per month in Zone W-2 for groundwater and treated water

Proposed FY 27 Groundwater Projection Charges for South County in terms of average household increase are:

- Increase of $1.04 per month in Zone W-5
- Increase of $1.98 per month in Zone W-7
- Increase of $0.93 per month in Zone W-8

Next Steps

- Continue Public Hearing on April 22nd Morgan Hill City Hall, including Open House at 6:00 PM

Valley Water

Clean Water • Healthy Environment • Flood Protection

Backup Slides

Groundwater Benefit Zones

North County Zone W2

- Santa Clara County north of Metcalf Road

South County Zone W5

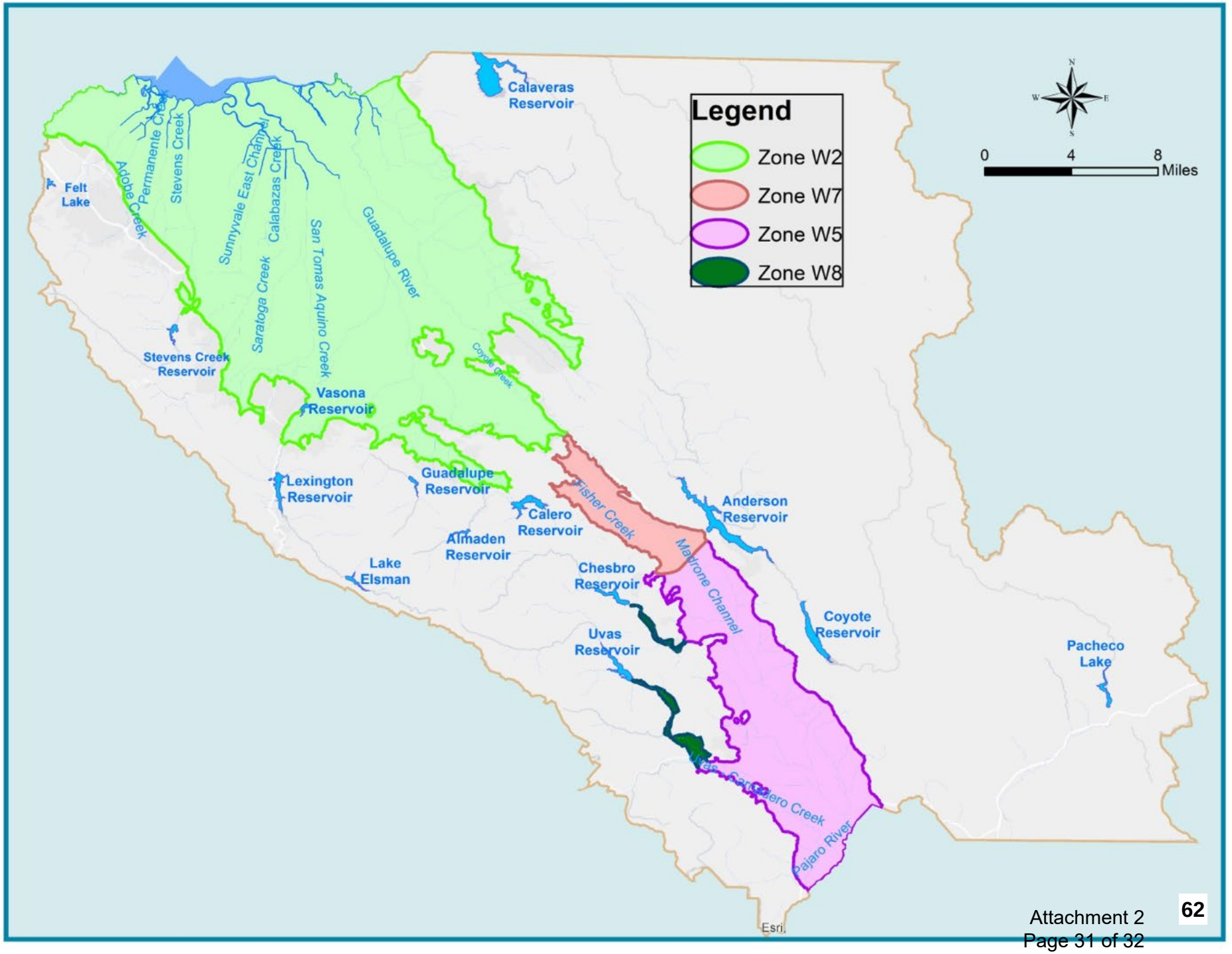
- Morgan Hill to Pajaro River

South County Zone W7

- Coyote Valley

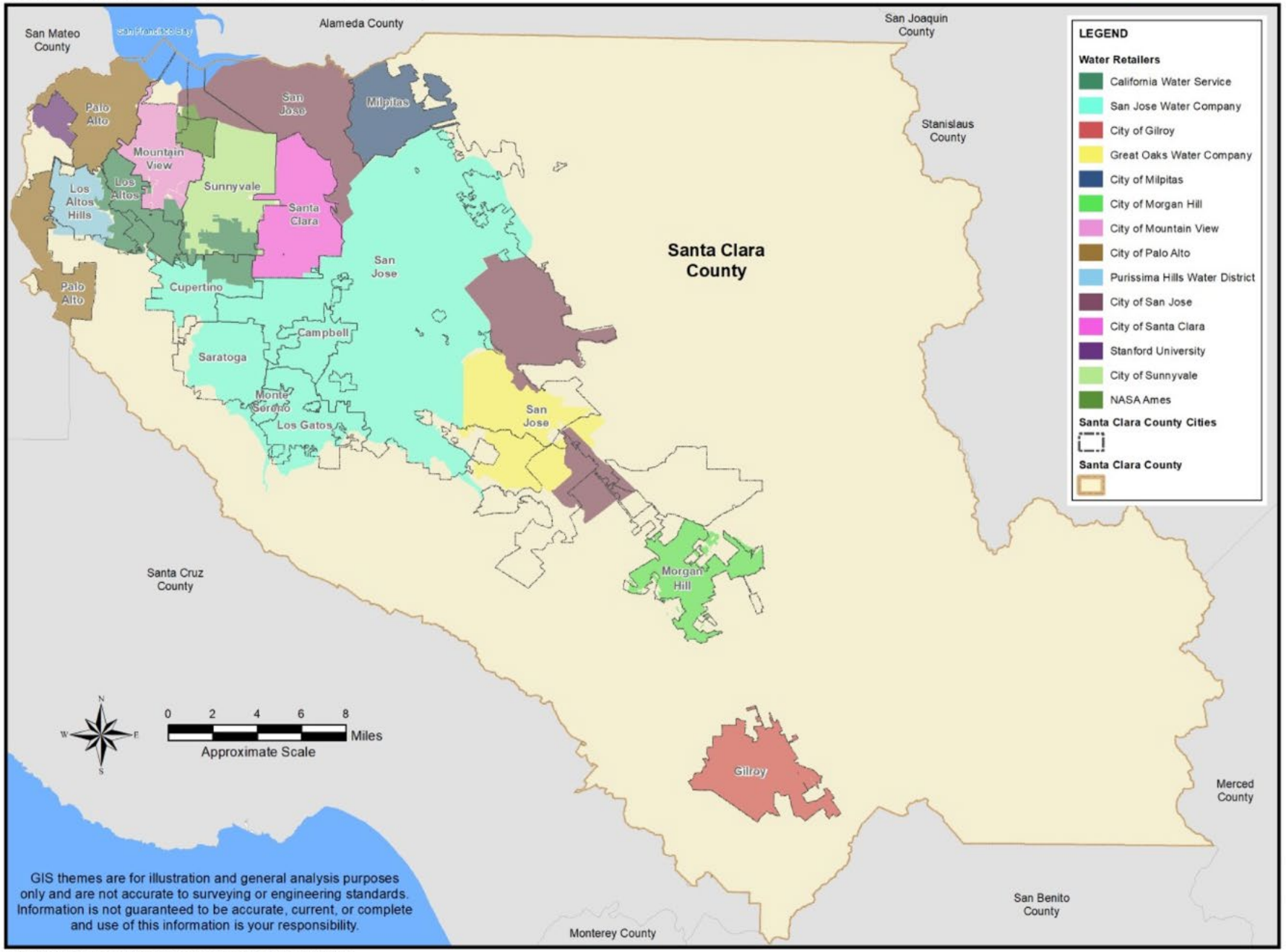
South County Zone W8

- Foothills below Uvas & Chesbro Reservoirs



Valley Water

Water Retailers in Santa Clara County



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.

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: /s/ Linda J. LeZotte
LINDA J. LEZOTTE
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC

/s/ Michele L. King
Clerk/Board of Directors

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BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT RESOLUTION NO. 2026-11

CALLING A PUBLIC HEARING TO CONSIDER COMMENTS FROM MEMBERS OF THE PUBLIC ON THE REPORT ON THE ACTIVITIES IN THE PROTECTION AND AUGMENTATION OF THE WATER SUPPLIES OF THE SANTA CLARA VALLEY WATER DISTRICT, FISCAL YEAR 2026-2027

WHEREAS, Section 26.6 of the Santa Clara Valley Water District Act (District Act) requires that the Clerk of the Board of the Santa Clara Valley Water District (Valley Water) publish a notice of the receipt of the "Annual Report on the Protection and Augmentation of Water Supplies" (PAWS Report) in a newspaper of general circulation printed and published within the Santa Clara Valley Water District, at least 10 days prior to the date at which the public hearing regarding the report shall be held; and

WHEREAS, Section 26.6 of the District Act requires that such public hearing be held on or before the fourth Tuesday of April.

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

1. The Public Hearing shall be held at the time and place provided in the notice attached hereto as Exhibit A (Notice) and incorporated herein by this reference.

2. Clerk of the Board shall publish the Notice pursuant to California Government Code Section 6061.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on February 10, 2026:

AYES: Directors: Santos, Varela, Ballard, Beall, Eisenberg, Hsueh, Estremera

NOES: Directors: None

ABSENT: Directors: None

ABSTAIN: Directors: None

SANTA CLARA VALLEY WATER DISTRICT

DocuSigned by:
Tony Estremera
197E6FBCAE23405...

TONY ESTREMERA
Chair, Board of Directors

ATTEST

DocuSigned by:
Maximillion Overland
6FDFB93282E44BB...

MAXIMILLION OVERLAND, CMC
Acting Clerk, Board of Directors

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EXHIBIT A
COVERSHEET

NOTICE

No. of Pages: 2

Exhibit Attachments: 1

Docusign Envelope ID: 1A3F1BC0-B4DF-4F4C-B8AD-863362AE1684

Public Hearing Notice

Fiscal Year 2026/2027 Groundwater Production And Surface Water Charges

Valley Water

Topic: **Fiscal Year 2026/2027 Groundwater Production and Surface Water Charges**

Who: **Santa Clara Valley Water District (Valley Water)**

What: **Public Hearing on proposed fiscal year 2026/2027 Groundwater Production and Surface Water Charges**

When: **April 14, 2026 at 1:00 p.m. - Open Public Hearing**
April 22, 2026 at 6:00 p.m. - Open house, focus on South County
April 22, 2026 at 7:00 p.m. - Continued Public Hearing, focus on South County
April 28, 2026 at 1:00 p.m. - Conclude Public Hearing

Where: **April 14 and April 28, 2026**
Santa Clara Valley Water District Board Chambers
5700 Almaden Expressway, San Jose, CA and
https://valleywater.zoom.us/j/84454515597

April 22, 2026 (6 p.m.) – Open house focused on South County (in-person only)
City of Morgan Hill
Council Chamber Building
17555 Peak Avenue, Morgan Hill, CA and

April 22, 2026 (7 p.m.) – Continued Public Hearing
City of Morgan Hill
Council Chamber Building
17555 Peak Avenue, Morgan Hill, CA and
https://valleywater.zoom.us/j/84454515597

Valley Water invites you to a Public Hearing regarding Fiscal Year 2026/2027 Groundwater Production and Surface Water Charges.

Valley Water has prepared an annual report on the Protection and Augmentation of Water Supplies documenting financial and water supply information, which provides the basis for recommended groundwater production and surface water charges for fiscal year 2026/2027.

The report includes financial analyses of Valley Water's water utility system; supply and demand forecasts; future capital improvement, maintenance and operating requirements; and method to finance such requirements.

Valley Water will hold a Public Hearing to obtain public comments on the report, which will be available at the hearing.

Based upon findings and determinations made at the public hearing, including the results of the surface water protest procedure, Valley Water Board of Directors will decide whether or not groundwater production and surface water charges should be increased, and if so, to what level, in each charge zone or zones for the fiscal year beginning July 1, 2026.

This meeting is being held in accordance with the Brown Act. The public hearing will be held during multiple Board Meetings and are accessible for public in-person participation at the times, dates, and locations shown above, or by public virtual participation at the Zoom links above. Document(s) associated with this hearing are available for public inspection prior to the meeting in the Clerk of the Board's Office or online at www.valleywater.org and will be available at the meeting.

For more information, contact **Carmen Narayanan, Financial Planning and Revenue Manager** at **408-630-3041** or **WaterRevenue@valleywater.org**.

Rev.

Docusign Envelope ID: 1A3F1BC0-B4DF-4F4C-B8AD-863362AE1684

IMPORTANT NOTICES:
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 meetings to please contact the Clerk of the Board's office at (408) 630-2277, at least 3 business days before the scheduled Valley Water Board meeting to ensure that Valley Water may assist you. Reasonable efforts will be made to accommodate persons with disabilities.

重要通知：
Valley Water 遵守美國殘疾人法案 (ADA)，要求需要特殊便利才能訪問和/或參加 Valley Water 委員會會議的個人請致電 (408) 630-2277 聯繫委員會辦公室的書記員，網址為在預定的 Valley Water 委員會會議召開前至少 3 個工作日，以確保 Valley Water 可以為您提供幫助。將做出合理的努力以容納殘疾人。

Thông báo quan trọng:
Valley Water, để tuân thủ Đạo luật Người Mỹ Khuyết tật (ADA), yêu cầu những cá nhân cần điều chỉnh đặc biệt để tiếp cận và/hoặc tham gia các cuộc họp của Hội đồng Valley Water vui lòng liên hệ với Văn phòng Thư ký của Hội đồng theo số (408) 630-2277, tại ít nhất 3 ngày làm việc trước cuộc họp đã lên lịch của Hội đồng Valley Water để đảm bảo rằng Valley Water có thể hỗ trợ bạn. Những nỗ lực hợp lý sẽ được thực hiện để hỗ trợ người khuyết tật.

Aviso Importantes:
Valley Water, en cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), solicita a las personas que requieren adaptaciones especiales para acceder y/o participar en las reuniones de la Junta de Valley Water que se comuniquen con la oficina del Secretario de la Junta al (408) 630-2277, al menos 3 días hábiles antes de la reunión programada de la Junta de Valley Water para asegurarse de que Valley Water pueda ayudarlo. Se harán esfuerzos razonables para acomodar a las personas con discapacidades.

Santa Clara Valley Water District

File No.: 26-0445

Agenda Date: 4/28/2026
Item No.: 3.4.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

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

SUBJECT:
Conduct a Public Hearing on the February 2026 Annual Report on the Protection and Augmentation of Water Supplies and Recommended Increases in Groundwater Production Charges, Surface Water Charges, and Recycled Water Charges for Fiscal Year 2026-27. (Continued from April 22, 2026)

REASON FOR SUPPLEMENTAL MEMORANDUM:
Provide responses to questions from the Board of Directors.

RECOMMENDATION:
A. Conduct a Continued Public Hearing pursuant to Section 26.6 of the District Act to consider Santa Clara Valley Water District's Fiscal Year (FY) 2026-27 Annual Report on the Protection and Augmentation of Water Supplies and recommended increases to groundwater production charges (between 6.6% to 9.4%), surface water charges (between 6.9% to 9.4%) and recycled water charges (between 4.8% to 6.8%);
B. Hear public comments from groundwater producers and any interested persons regarding the Report and recommendations;
C. Consider any written protests to proposed surface water rate increases;
D. Consider staff's recommendation to set the State Water Project tax in an amount sufficient to pay next year's State Water Project costs (excluding Delta Conveyance Project costs) to avoid severe water rate impacts and keep rates feasible;
E. Direct staff to review such Report with, and solicit comments from, Santa Clara Valley Water District's advisory committees; and
F. Close the Public Hearing; and
G. At the close of the Public Hearing, count all written protests received, if any, regarding proposed surface water rates.

SUMMARY:
* Supplemental PowerPoint provided to respond to questions staff received from the Board during the FY 2026-27 annual rate setting process.

ENVIRONMENTAL JUSTICE IMPACT:
No Change from original memo.

FINANCIAL IMPACT:
No Change from original memo.

CEQA:
No Change from original memo.

ATTACHMENTS:
Attachment 1: Supplemental PowerPoint

UNCLASSIFIED MANAGER:
Aaron Baker, 408-630-2135



FISCAL YEAR 2026-27

Public Hearing: Water Charge Recommendations

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

April 28, 2026

Valley Water

Photo: Dr. Robert W. Gross Groundwater Recharge Ponds

Follow up from 1/13/26 Board Mtg re: Prelim Analysis

Board Comment: Show impact of climate driven investments on GW charge projection

Baseline Scenario 1	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36
North County Zone W-2	**9.1%**	**9.1%**	**9.1%**	**9.1%**	**7.4%**	**7.4%**	**7.4%**	**7.4%**	**7.4%**	**7.4%**
Without PWSV, DCP, Sisk, Sites	*5.9%*	*5.9%*	*5.9%*	*5.9%*	*5.9%*	*5.9%*	*5.9%*	*5.0%*	*5.0%*	*5.0%*
South County Zone W-5	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**
Without PWSV, DCP, Sisk, Sites	*5.7%*	*5.7%*	*5.7%*	*5.7%*	*5.7%*	*5.7%*	*5.7%*	*5.7%*	*5.7%*	*5.7%*
South County Zone W-7	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**
Without PWSV, DCP, Sisk, Sites	*7.4%*	*7.4%*	*7.4%*	*7.4%*	*7.4%*	*7.4%*	*7.4%*	*7.4%*	*7.4%*	*7.4%*
South County Zone W-8	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**
Without PWSV, DCP, Sisk, Sites	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*	*8.0%*

Follow up from 4/14/26 Public Hearing

Board Comment: Show impact of Dam Safety Program on GW charge projection

Baseline Scenario 1	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	FY36
North County Zone W-2	**9.1%**	**9.1%**	**9.1%**	**9.1%**	**7.4%**	**7.4%**	**7.4%**	**7.4%**	**7.4%**	**7.4%**
Without Dam Safety Program	*8.9%*	*8.9%*	*8.9%*	*8.9%*	*7.3%*	*7.3%*	*7.3%*	*7.3%*	*7.3%*	*7.3%*
South County Zone W-5	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**	**6.6%**
South County Zone W-7	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**	**9.4%**
South County Zone W-8	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**	**8.0%**

Follow up from 4/14/26 Public Hearing

Board Comment: What is being done to minimize the impact of Dam Safety Program on GW charge projection

Staff Response:

1. **Valley Water completed CWIFP loan application in September 2025. Loan was slated for credit council approval in March 2026. No recent updates provided.**
2. **Preparing revised $24M Prop 4 application for DWR funding for ADSRP. Preparing new $20M Prop 4 application for Calero.**
3. **$19.5M EDA Disaster Mitigation grant application in process for ADSRP.**
4. **Active monitoring of Federal and State grant opportunities.**
5. **Pursuing opportunities to partner with philanthropic organizations.**
6. **Working with Dam Safety Coalition to increase FY 27 Prop 4 dam safety allocation.**

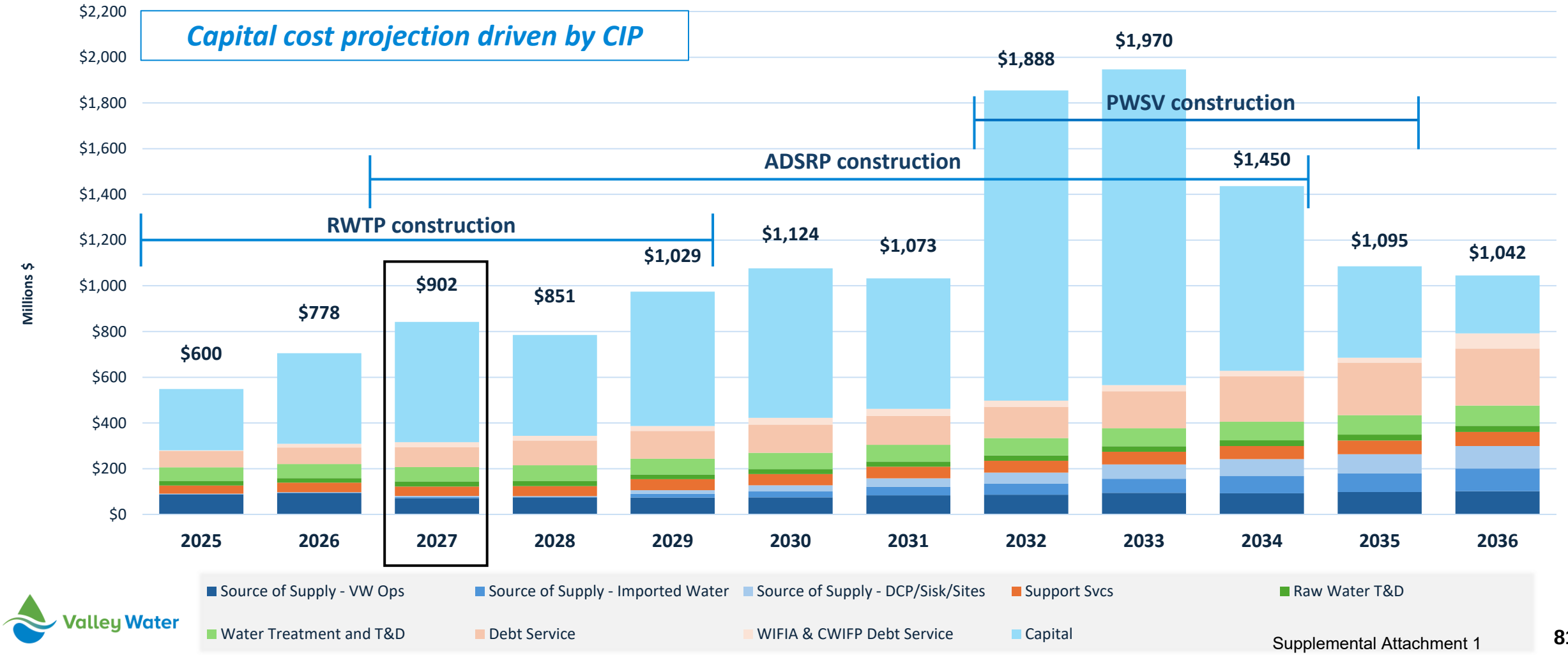
Follow up from 4/14/26 Public Hearing

Board Comment: Consider increase to Water Rate Assistance Program (WRAP) budget

Staff response: Discussion planned for 4/29/26 Budget Workstudy session

Follow up from 4/14/26 Public Hearing

Board Comment: Provide cost driver information re: Water Utility Cost Projection below



Valley Water

Follow up from 4/14/26 Public Hearing

Board Comment: Provide cost driver information re: Water Utility Cost Projection cont…

Source of Supply – VW Ops

- **Includes SVAWPC Ops & Maint, groundwater/surface water & reservoir ops, and conservation**
- **$71M in FY 27** growing to **$102M in FY 36** driven by inflation (4.1% avg annual growth)

Source of Supply – Imp Water

- **Includes CVP & SWP imported water purchases, & water banking**
- **$66M in FY 27** growing to **$96M in FY 36** driven by inflation & planned South Bay Aqueduct Repairs (4.3% avg annual growth)

Source of Supply – DCP, Sisk, Sites

- **Includes DCP, Sisk & Sites participation costs**
- **$5.7M in FY 27** growing to **$99M in FY 36** driven by project progress (37.3% avg annual growth)

Support Services

- **Includes management, planning studies, meter reading, billing, asset protection, training**
- **$41M in FY 27** growing to **$62M in FY 36** driven by inflation (4.7% avg annual growth)

Follow up from 4/14/26 Public Hearing

Board Comment: Provide cost driver information re: Water Utility Cost Projection cont…

Raw water T&D

- **Includes recharge ops, transmission & distribution ops, FAHCE**
- **$22M in FY 27** growing to **$27M in FY 36** driven by inflation (2.3% avg annual growth)

Water Treatment and T&D

- **Includes water treatment plant ops & maintenance, treated water transmission and distribution, & water district laboratory**
- **$63M in FY 27** growing to **$88M in FY 36** driven by inflation (3.8% avg annual growth) – chemical costs increased significantly in FY 22 thru FY 24 (~$8.5M per year)

Debt Service

- **Includes all Water Utility debt except WIFIA**
- **$108M in FY 27** growing to **$250M in FY 36** driven by CIP

WIFIA & CWIFP Debt Service

- **Includes WIFIA for ADSRP**
- **$0M in FY 27** growing to **$66M in FY 36** driven by ADSRP progress

File No.: 25-0695

Agenda Date: 4/28/2026
Item No.: *3.5.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Conduct a Public Hearing to Consider the Santa Clara Valley Water District's Capital Improvement Program Draft Fiscal Years 2027-31 Five-Year Plan.

RECOMMENDATION:

A. Open and conduct a Public Hearing to receive public comments and Board feedback regarding the Santa Clara Valley Water District's Capital Improvement Program Draft Fiscal Years 2027-31 Five-Year Plan; and
B. Continue the Public Hearing to the subsequent Special Board Meeting for the Budget Work Study Sessions currently scheduled for April 29, 2026, and if needed, April 30, 2026, and conclude the Public Hearing at the regularly scheduled Board Meeting on May 12, 2026.

SUMMARY:
Santa Clara Valley Water District's (Valley Water) Capital Improvement Program (CIP) Draft Fiscal Years (FY) 2027-31 Five-Year Plan (Attachment 1) includes 73 funded projects distributed among the following categories: 42 Water Supply, 13 Flood Protection, 12 Water Resources Stewardship, 3 Buildings and Grounds, and 3 Information Technology projects, for a total CIP value of $10.39B. This includes Valley Water's prior actuals and future years' planned funding of $9.55B combined with received and planned outside funding of $835M, which includes grants from nonprofits, local public agencies, special districts, state and federal grants agencies, state subvention reimbursements and cost-share partnerships. Capital projects with excess funding will release excess funds to the respective operating and capital reserve fund upon completion and closeout of the project.

On March 10, 2026, the Board directed staff to release the CIP Draft FY 2027-31 Five-Year Plan for public review.

Subsequently, on March 11, 2026, the CIP Draft FY 2027-31 Five-Year Plan was released to all cities and land use authorities in Santa Clara County and the County of Santa Clara for review as to its consistency with their General Plans. Valley Water offered to meet with each of these agencies, and to date, the City of Santa Clara has requested a meeting to discuss projects and provide feedback on the CIP Draft FY 2027-31 Five-Year Plan.

As part of this outreach effort, staff requested letters of support. To date, Valley Water has received letters of support from the cities of Campbell, Mountain View and Cupertino (Attachment 2). Any additional letters received will be attached to subsequent public hearing items and to the May 12, 2026, agenda item recommending the adoption of the CIP Final FY 2027-31 Five-Year Plan.

Changes Identified for Final FY 2027-31 Five-Year Plan

Since the release of the CIP Draft FY 2027-31 Five-Year Plan, staff has identified the following pending change. The pending change is not incorporated into the CIP Draft FY 2027-31 Five-Year Plan. The finalized project plan update will be incorporated for the Board's final review and adoption of the CIP FY 2027-31 Five-Year Plan on May 12, 2026, Board Meeting.

The following project has identified changes from the CIP Draft FY 2027-31 Five-Year Plan, as shown below:

1. Upper Llagas Creek Flood Protection Project (E6) (26174055)
Upper Llagas Creek Flood Protection Project - Phase 2B began construction in fiscal year 2025 with a contract bid award of $129M, not including the 10% contingency. The construction expenditures were distributed throughout FY25-FY27 for the construction of the flood protection improvements and throughout FY28-FY30 for the 3-year mitigation vegetation establishment period. Currently, construction is ahead of schedule as a result of the mild 2026-2027 winter, which allowed the construction contractor to continue to complete the contract work. FY26 projected construction budget has been spent, and there is now a need to reallocate $15M from the FY27 projected construction budget to pay for construction tasks being completed sooner than anticipated. In addition, to pay updated projected FY28 labor costs for Regulatory Compliance, $688,000 will be re-allocated from FY27 to FY28. The Total Project Cost will remain unchanged since no new scope is being added.

Small Capital Improvement Projects Forecast Revisions:

The small capital project forecasts are revised each year. Asset rehabilitation projects are added, removed, and rescheduled based on asset condition and project need. In addition, project costs are updated each year based on market conditions. These revisions to both schedule and costs cause several minor changes in expected expenditures over the forecasted period. The change is not caused by a single asset rehabilitation project but by the cumulative total of multiple changes.

The following small capital improvement projects will require updates which are anticipated to be completed for inclusion in the CIP Final FY 2027-31 Five-Year Plan:

1. 91214010s San Felipe (Reaches 1-3)
2. 92764009 Raw Water Transmission
3. 94764006 Treated Water Transmission
4. 93764004 Water Treatment
5. 73274008 Software Upgrades & Enhancements
6. 95274003 Water Utility Network Modernization

Administrative Project Plan Updates - Budget Reconciliation

Each year between the presentation of the CIP Draft Five-Year Plan and the CIP Final Five-Year Plan, the CIP team reviews the 2nd Pass Budget and, if applicable, 3rd Pass Budget to ensure CIP project planned expenditures for the next two Fiscal Years are in alignment with the proposed budgets. If necessary, the CIP team will reconcile the planned expenditures in the Five-Year Plan with the proposed budgets to ensure that the Final Budget and CIP Final Five-Year Plan that are presented to the Board each May are in alignment.

Projects Planned for Closure

Additionally, five (5) projects in the Board Adopted CIP FY 2026-30 Five-Year Plan are anticipated to be completed and/or closed out by June 30, 2026, as listed below:

1. Coyote Percolation Dam Replacement (91864009)
2. Pacheco Reservoir Expansion (91954002)
3. South County Recycled Water Pipeline, Short-term Phase 2 (91094010)
4. San Francisco Bay Shoreline, EIAs 1-4 (26444002)
5. Hale Creek Enhancement Pilot Project (26164001)

The projects listed above are planned for closure but will remain in the CIP FY 2027-31 Five-Year Plan to allow for close-out reporting of FY 2026 actuals. The projects will be removed from the CIP FY2028-32 Five-Year Plan unless a project plan update occurs, necessitating an extension of the schedule.

Operations and Maintenance Cost Forecast Revisions

It is understood that new capital projects impact future operations and maintenance (O&M), which is included in the financial analysis. Throughout the various phases of a capital project, projections of this impact are regularly considered and updated as needed to reflect changes in project elements. This information is considered during long-term forecasting by the respective operating project managers.

Communications and Community Outreach

Informing community members about the CIP efforts, process, and program details remains an integral part of Valley Water's communications and public engagement. Staff regularly invites community members to participate in the CIP public comment period, the CIP public hearings, and other milestone dates through frequent posts across all of our social media platforms. Staff promotes monthly CIP committee meetings on Nextdoor, Facebook, and X (formerly Twitter), and boosts them on Facebook once the meeting agenda is posted online, typically within the week leading up to those scheduled meetings.

In early December 2025, a detailed blog about the CIP Five-Year Plan and process was shared with

the community, and a three-blog series to highlight projects within the CIP launched in January. These blogs were posted on valleywaternews.org and shared in Valley Water's newsletter, Facebook, and X. Staff also posts on the CIP webpage and project pages about how to submit public comments and other reminders about ways community members can participate in the CIP process.

Additionally, Valley Water's public events, including scheduled Speakers Bureau presentations, serve as venues for staff to remind community members about the CIP efforts and how they can participate in that process, and CIP projects are highlighted at community events where Valley Water hosts booths throughout the year. In short, staff supports all Board-approved CIP efforts with year-round community engagement. CIP project outreach includes distributing information through mailings, social media updates, email blasts, Nextdoor notifications, hosting public meetings, during community events, and updating project webpages with details about current project progress. On average, staff posts about CIP projects approximately five times per month across all our platforms.

Next Steps
Pursuant to California Government Code §65403(d), the governing body of a special district is required to hold at least one Public Hearing before adopting a capital improvement program. The public was informed of the time and place of this Hearing through a notice published in the San Jose Post newspaper (Attachment 3).

To allow the public additional opportunities to provide comments, staff recommends continuing the Public Hearing, opened at this meeting, to the subsequent Special Board Meeting for the Budget Work Study Sessions currently scheduled for April 29, 2026, and if needed, April 30, 2026. The Public Hearing will conclude on May 12, 2026, at 1:00 p.m., when the Board will consider staff's recommendation to adopt the resolution to approve the CIP Final FY 2027-31 Five-Year Plan.

ENVIRONMENTAL JUSTICE IMPACT:
Individual capital projects may have environmental justice impacts. When this occurs, staff will conduct outreach to and engagement with impacted communities, which will be reported to the Board accordingly. Conducting a Public Hearing for the CIP Draft FY 2027-31 Five-Year Plan has no environmental justice impact.

The CIP Draft FY 2027-31 Five-Year Plan is a projection of Valley Water's capital funding for planned capital projects. Its purpose is to document planned capital projects to help integrate Valley Water work with the larger community by aligning Valley Water planning with other local agency planning efforts. The CIP Draft FY 2027-31 Five-Year Plan documents any changes to capital projects' planned funding and expenditures. It is updated and brought to the Board of Directors for approval each year in February.

Each February, upon the Board's direction, staff provides a copy of the CIP Draft Five-Year Plan to all cities and land use authorities in Santa Clara County and the County of Santa Clara to ensure meaningful engagement of all Santa Clara County communities in the decision-making process. It publishes a public notification for review before the Board of Directors adopts the Resolution to Adopt the CIP Five-Year Plan in May.

The CIP Five-Year Plan is thus produced each year in collaboration with government, academic, private, non-governmental, and non-profit organizations, as well as diverse and disadvantaged communities, and as such, adheres to the Board's General Principles and Ends Policies, which are integral in ensuring that Valley Water meets its mission.

FINANCIAL IMPACT:
There is no financial impact associated with Board approval of the recommendations for this item. The total value of the CIP Draft FY 2027-31 Five-Year Plan is $10.39B, of which $835M may be funded by external sources.

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.

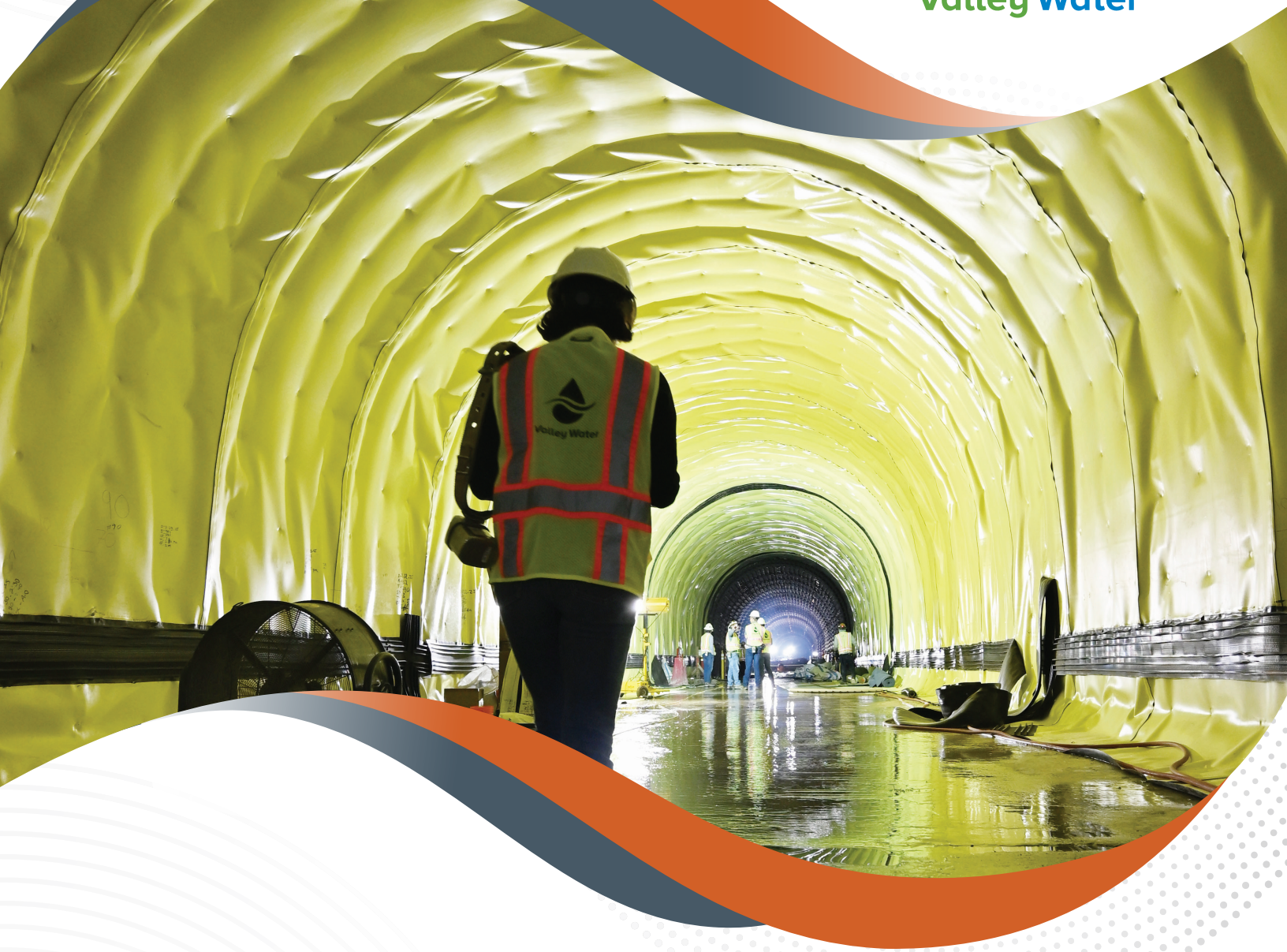
ATTACHMENTS:
Attachment 1: CIP Draft FY 2027-31 Five-Year Plan
*Attachment 2: Letters of Support
Attachment 3: Notice of Public Hearing
*Handout 3.5-A: City of Santa Clara Letter of Support

UNCLASSIFIED MANAGER:
Luz Penilla, 408-630-2228

DRAFT

Click Link to View Document:
https://fta.valleywater.org/dl/BDKCv9GHdTYJ

Valley Water



FY 2027-31

Capital Improvement Program Five-Year Plan

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CITY OF CAMPBELL
Community Development Department

via electronic mail

April 10, 2026

Melanie Richardson, Interim Chief Executive Officer
Valley Water
5750 Almaden Expressway
San Jose, CA 95118
mrichardson@valleywater.org

RE: Valley Water's Draft CIP for FY 2027-2031 – 2040 General Plan Consistency

Interim Chief Executive Officer Richardson:

Thank you for the opportunity to review and provide feedback on Valley Water's Draft Capital Improvement Program (CIP) for Fiscal Years (FY) 2026-30.

As requested, this letter serves to confirm that Valley Water's Draft Capital Improvement Program (CIP) for Fiscal Years (FY) 2027-2031 may be found consistent with the City of Campbell's 2040 General Plan.

This conclusion is based on an assessment of the projects outlined in the Draft CIP, compared to the relevant Policies and Actions in the **2040 General Plan** (enclosed). While many of the listed projects may benefit the City and align with the General Plan's goals and objectives, the following projects are particularly significant:

1. Vasona Pump Station Upgrade (Project No. 92264001)
2. Santa Clara and Campbell Distributary Inspection & Rehabilitation (Project No. 95084008)
3. 10-Year Pipeline Inspection & Rehabilitation (Project No.95084002)
4. Small Capital Improvements, Water Treatment (Project No. 93764004)

These projects are recognized for their potential to directly support the City's infrastructure needs and contribute to the successful implementation of the **2040 General Plan**.

Nonetheless, the City encourages Valley Water to consider the following actions to further enhance environmental sustainability, water management, and public access:

- Maintain native trees and plants and replace invasive, non-native species with native ones along creek corridors for projects included in the CIP (in furtherance of General Plan Action COS-7.a);

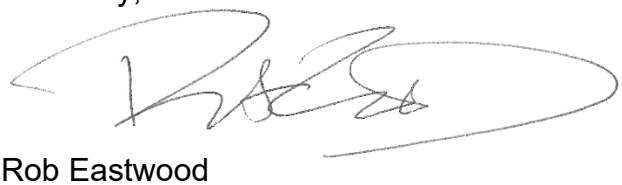
- Make use of water quality wetlands, bioretention, watershed-scale retrofits, where such measures are likely to be effective and technically and economically feasible for projects included in the CIP (in furtherance of General Plan Policy COS-7.5);

- Explore future opportunities to partner with the City to enhance public use of Valley Water owned lands and facilities and develop the San Tomas Aquino Creek Trail within the 2040 General Plan planning period (in furtherance of General Plan Policy COS-1.7, COS-1.a, and COS-1.h); and

- Coordinate with the City on projects affecting Campbell creek corridors and Campbell-area facilities to maximize feasible habitat, public access, and trail connectivity benefits, and to provide early coordination regarding design, construction phasing, traffic control, temporary access disruptions, and site restoration, where applicable.

Please do not hesitate to contact me with any questions at 408-866-2141 or by email at robe@campbellca.gov.

Sincerely,



Rob Eastwood
Community Development Director

encl: Exhibit A - 2040 General Plan (Envision Campbell) – Relevant Policies & Actions

cc: Brian Loventhal, City Manager
Amy Olay, Public Works Director

2040 General Plan (Envision Campbell) – Relevant Policies & Actions

Conservation and Open Space (COS)

Policy COS-1.7 Continue to work with regional agencies and neighboring jurisdictions to ensure that regional open space amenities located in Campbell—the Los Gatos Creek Trail, the Santa Clara County Parklands, Santa Clara Valley Water District groundwater recharge facilities, and lands owned by the Santa Clara County Open Space Authority—remain publicly-accessible, well-maintained, and utilized.

Action COS-1.a Prepare and adopt a Parks and Recreation Facilities Master Plan to evaluate and address the following:

- Conduct a needs assessment through community outreach;
- Routinely evaluate the benefit and use of existing facilities, amenities, and programs against other priorities;
- Identify potential sites for new parks, including pocket-parks, community gardens, neighborhood playgrounds, and other alternative opportunities;
- Assess demand for park land based on approved development and future land use patterns;
- Guide operations;
- Develop an implementation strategy for potential park site acquisitions, leases, other public access arrangements, expansions, improvements, and ongoing maintenance;
- Identify priority projects for use of existing and future Park Impact Fee funds;
- Identify opportunities to establish joint use agreements with other municipal agencies, including but not limited to, school districts, the County, neighboring cities, and the Santa Clara Valley Water District to expand Campbell residents' access to parks, open spaces, and other recreational facilities and amenities; and
- Establish a financial plan and funding sources.

Action COS-1.g Enter into facilities improvement, maintenance, and use agreements with the County of Santa Clara, the Santa Clara Valley Water District, local school districts, and neighboring cities to improve, maintain, and increase access to these open space, park lands, and facilities.

Action COS-1.h Work with Santa Clara Valley Water District to explore funding and coordination options to develop the San Tomas Aquino Creek Trail.

Policy COS-7.5 Work with Valley Water (Santa Clara Water Valley District) to preserve wetlands, riparian corridors, and buffer zones in Campbell by continuing to require that new development follow the "Guidelines and Standards for Land Use Near Streams" to protect streams and riparian habitats. Encourage the use of water quality wetlands, bioretention, watershed-scale retrofits, etc., where

such measures are likely to be effective and technically and economically feasible.

Action COS-7.a Cooperate with State, federal, and local agencies to ensure that development does not cause significant adverse impacts to existing riparian corridors; this includes continued compliance with the "Guidelines and Standards for Land Use Near Streams" from Valley Water (Santa Clara Valley Water District).

Action COS-7.d Work with Valley Water (Santa Clara Valley Water District) to restrict future fencing, piping, and channelization of creeks when flood control and public safety can be achieved through measures that preserve the natural environmental and habitat of riparian corridors; in addition, evaluate opportunities to revert some existing concrete-lined channels to more natural alternatives such as levees.

CITY OF CUPERTINO

PUBLIC WORKS DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3354 • FAX: (408) 777-3333
CUPERTINO.ORG

April 17, 2026

Luz Penilla
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, California 95118

Subject: Review of Santa Clara Valley Water District's Draft FY 2027-31 Capital Improvement Program

Dear Luz Penilla:

Thank you for the opportunity to review the Santa Clara Valley Water District draft 2027-2031 Capital Improvement Program. After reviewing the CIP, we have determined that the capital projects affecting Cupertino are consistent with the City of Cupertino's General Plan.

We have reviewed the document for all CIP projects, both within and outside of Cupertino's jurisdiction, that are expected to have significant effects to the City. The projects are:

1)	Dam Seismic Stability Evaluations	Page II-35
2)	10-Year Pipeline Inspection & Rehabilitation	Page II-41
3)	Distribution System Implementation Project	Page II-57
4)	FAHCE Implementation	Page II-59
5)	IRP2 Additional Line Valves	Page II-61
6)	SCADA Master Plan Implementation	Page II-65
7)	SMPIP Upgrades – Phase 1	Page II-67
8)	Small Capital Improvements, Treated Water Transmission	Page II-69
9)	Small Capital Improvements, Raw Water Transmission	Page II-71
10)	Treated Water Isolation Valves	Page II-73
11)	Vasona Pump Station Upgrade	Page II-75
12)	RWTP Reliability Improvement	Page II-79
13)	RWTP Ammonia Storage and Metering Facility Upgrade	Page II-81
14)	Small Capital Improvements, Water Treatment	Page II-83
15)	WTP Implementation Project	Page II-89

16) Sunnyvale East and West Channels	Page III-11
17) Watersheds Asset Rehabilitation Program	Page III-31
18) Stevens Creek Fish Passage Enhancements	Page IV-5
19) Regnart Creek Rehabilitation	Page IV-9

Listed projects 1 through 15 are focused on the maintenance, quality, and reliability of the water supply and transmission systems in the Cupertino area. Projects 16 and 17 listed above are described as flood protection and erosion and sedimentation repair projects. The City of Cupertino requests that it be notified of any modifications to plan or scope for these projects. Projects 18 and 19 listed above will work to enhance wildlife and natural habitat and reduce erosion along Stevens and Regnart Creeks. There do not appear to be any general plan inconsistencies with these projects.

The City has several storm drain outfalls that feed into District maintained creeks. All City outfalls were inspected in 2024 and their conditions have been documented. Some facilities require repair. We request that the District work with the City to find opportunities to efficiently address these repairs. These collaborative efforts could include the District performing the necessary repairs in areas where the District has planned construction activities and has obtained the necessary environmental permits to enable the work. The City will work with the District regarding appropriate payment for construction activities. Collaborating in this manner would cut down on redundant activities, ensure improvements are aligned with both the District's and the City's interests, and would result in good stewardship of taxpayer dollars. We look forward to working with the District on addressing this work.

Thank you for the opportunity to review the CIP and we look forward to reviewing the listed CIP projects during the design development process. Please feel free to contact me if you have questions or comments.

Sincerely,

Chad Mosley
Director of Public Works/City Engineer
City of Cupertino
(408) 777-3354
chadm@cupertino.gov

CC: Tina Kapoor, City Manager
Ben Fu, Director of Community Development

Docusign Envelope ID: C5F22B23-2E93-4AD1-B960-428CBD341833

City of Mountain View

PUBLIC WORKS DEPARTMENT
500 Castro Street, P.O. Box 7540
Mountain View, CA 94039-7540
650-903-6311 | MountainView.gov

April 16, 2026

Ms. Melanie Richardson
Interim Chief Executive Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3686
Via email: MRichardson@valleywater.org; LPenilla@valleywater.org

VALLEY WATER—DRAFT FISCAL YEARS 2027-2031 CAPITAL IMPROVEMENT PROGRAM

Dear Ms. Richardson:

Thank you for the opportunity to review Valley Water's draft Fiscal Years 2027-31 Capital Improvement Program (CIP). The CIP generally aligns with the City of Mountain View (City or Mountain View)'s General Plan. We support the majority of the proposed capital expenditures in the CIP for infrastructure, security, reliability, and technology to ensure a safe and adequate water supply and flood protection for our City and neighboring agencies.

One project that we seek more background on is the Pure Water Silicon Valley Project. As an avid supporter of water reuse for nearly half a century, Mountain View has invested heavily in recycled water infrastructure and continues to convert non-potable users away from potable water sources. We have found this practice to be successful in bolstering local resilience to drought and other uncertainties. Given that the Pure Water Project is Valley Water's single largest CIP expenditure (over $2.5 billion), we are interested in understanding whether other reuse projects could achieve Valley Water's supply goals to help ensure water rates remain affordable for customers in the region.

We sincerely appreciate the opportunity to review the CIP. Please contact Lisa Au, Assistant Public Works Director, at 650-903-6140 with any questions regarding this letter.

Sincerely,

Signed by:
Jennifer Ng
6A8FCD47259B485...
Jennifer Ng
Public Works Director

Signed by:
B4F87E7060D64B7...
Christian Murdock
Community Development Director

cc: APWD—Au

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Public Hearing Notice

CAPITAL IMPROVEMENT PROGRAM

Valley Water

Topic: **Capital Improvement Program (CIP) Draft Fiscal Years (FY) 2027-2031 Five-Year Plan**

Who: **Santa Clara Valley Water District (Valley Water)**

What: **Public Hearing on CIP Draft FY 2027-2031 Five-Year Plan**

When: **Tuesday, April 28, 2026 – Item is Time Certain at 1:00 p.m.**

Where: **Valley Water Headquarters Building Boardroom**
5700 Almaden Expressway, San Jose, CA
and by Zoom Teleconference at https://valleywater.zoom.us/j/84454515597

Valley Water invites you to a Public Hearing regarding the Capital Improvement Program (CIP) Draft Fiscal Years (FY) 2027-2031 Five-Year Plan.

The Draft FY 2027-2031 Five-Year Plan was authorized by the Valley Water Board of Directors for release to the County of Santa Clara and all cities within its boundaries for review on March 10, 2026. It includes a description, schedule, planned expenditure, and map for each of the capital improvements Valley Water plans to undertake over the next five years, a financial analysis, and a method of financing such improvements.

The Draft Five-Year Plan is available on Valley Water's website: https://www.valleywater.org/how-we-operate/five-year-capital-improvement-program. A copy of this Notice has been posted outside Valley Water's Offices at 5700 Almaden Expressway, San Jose, CA 95118.

This meeting is being held in accordance with the Brown Act. The 1:00 p.m., **April 28, 2026**, Public Hearing will be held during a Board Meeting and is accessible to the public for in-person participation at the time, date, and location shown above, or for public virtual participation via the Zoom link above. The Hearing will continue at the following subsequent Special Board Meeting scheduled for **April 29, 2026**, at 5:00 p.m., and if needed, **April 30, 2026**, at 5:00 p.m. The public hearing will then be continued and conclude at the Board Meeting scheduled for **May 12, 2026**, at 1:00 p.m. Document(s) associated with this hearing are available for public inspection prior to the meeting in the Clerk of the Board's Office and online at www.valleywater.org, and will be available at the meeting.

For more information, contact **Jennifer Martin, Supervising Program Administrator** at (408) 630-3724.

Important Notices:
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 meetings to please contact the Clerk of the Board's office at (408) 630-2277, at least 3 business days before the scheduled Valley Water Board meeting to ensure that Valley Water may assist you. Reasonable efforts will be made to accommodate persons with disabilities.

重要通知：
Valley Water 遵守美國殘疾人法案 (ADA)，要求需要特殊便利才能訪問和/或參加 Valley Water 委員會會議的個人請致電 (408) 630-2277 聯繫委員會辦公室的書記員，網址為在預定的 Valley Water 委員會會議召開前至少 3 個工作日，以確保 Valley Water 可以為您提供幫助。將做出合理的努力以容納殘疾人。

Thông báo quan trọng:
Valley Water, để tuân thủ Đạo luật Người Mỹ Khuyết tật (ADA), yêu cầu những cá nhân cần điều chỉnh đặc biệt để tiếp cận và/hoặc tham gia các cuộc họp của Hội đồng Valley Water vui lòng liên hệ với Văn phòng Thư ký của Hội đồng theo số (408) 630-2277, tại ít nhất 3 ngày làm việc trước cuộc họp đã lên lịch của Hội đồng Valley Water để đảm bảo rằng Valley Water có thể hỗ trợ bạn. Những nỗ lực hợp lý sẽ được thực hiện để hỗ trợ người khuyết tật.

Aviso Importantes:
Valley Water, en cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), solicita a las personas que requieren adaptaciones especiales para acceder y/o participar en las reuniones de la Junta de Valley Water que se comuniquen con la oficina del Secretario de la Junta al (408) 630-2277, al menos 3 días hábiles antes de la reunión programada de la Junta de Valley Water para asegurarse de que Valley Water pueda ayudarlo. Se harán esfuerzos razonables para acomodar a las personas con discapacidades.

City of Santa Clara
The Center of What's Possible

Community Development

April 16, 2026

Melanie Richardson, Interim CEO
Valley Water
5750 Almaden Expressway
San Jose, CA 95118
Via Email: mrichardson@valleywater.org

Re: Review of Santa Clara Valley Water District's Draft FY 2027-31 Capital Improvement Program

Dear Ms. Richardson:

Thank you for the opportunity to review the Santa Clara Valley Water District draft 2027-2031 Capital Improvement Program (CIP). Based upon the information presented by Valley Water staff to the City of Santa Clara on April 10, 2026 we believe the Valley Water CIP appropriately prioritizes and focuses resources to meet needs within our community consistent with the Santa Clara 2010-2035 General Plan. This conclusion is based on an assessment of the projects outlined in the Draft CIP, compared to the relevant Goals and Policies in the Santa Clara 2010-2035 General Plan.

We look forward to working with Valley Water on the implementation of the CIP. Please feel free to contact me if you have any questions or comments at (408) 615-5670 or AHamid@SantaClaraca.gov.

Sincerely,

Afshan Hamid Digitally signed by Afshan Hamid
Date: 2026.04.17 12:10:29 -07'00'

Afshan Hamid
Community Development Director

cc: Craig Mobeck, Director of Public Works, City of Santa Clara
Lakshmi Rajagopalan, Assistant Director of Community Development
Mike Liw, Assistant Director of Public Works

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Santa Clara Valley Water District

File No.: 25-0462

Agenda Date: 4/28/2026
Item No.: 4.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Adopt a Resolution Commemorating May 3-9, 2026, as the 57th Annual Professional Municipal Clerks Week.

RECOMMENDATION:
Adopt the Resolution COMMEMORATING MAY 3-9, 2026, AS THE 57TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK.

SUMMARY:
Established in 1969 by the International Institute of Municipal Clerks (IIMC), Municipal Clerks Week was created to recognize the essential contributions that municipal clerks make to local government and the communities they serve. With support and endorsement from IIMC members across the United States, Canada, and 15 other countries, this dedicated week provides an opportunity to honor the professionalism, dedication, and often behind-the-scenes work carried out by clerks in municipalities and special districts around the world.

Municipal clerks are the unsung heroes of local government-serving as a vital link between citizens and their local governing bodies. They manage public records, oversee local elections, prepare agendas and meeting minutes, and ensure that governmental operations remain transparent and accessible to the public. Their role is central to the democratic process and the smooth operation of municipal and special district administrations.

In recognition of this important work, President Ronald Reagan issued an official proclamation in 1984, designating the first full week of May as Municipal Clerks Week. This national recognition was later reaffirmed by President Bill Clinton through proclamations issued in both 1994 and 1996, further solidifying the significance of this observance.

Today, the Board proudly joins municipalities and special districts across the country in recognizing the first full week of May as the 57th Annual Professional Municipal Clerks Week. We take this moment to express our gratitude for the tireless efforts, commitment to public service, and exceptional professionalism demonstrated by Santa Clara Valley Water District's Office of the Clerk of the Board clerks. Their work ensures accountability, continuity, and trust in our local government

processes.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with this resolution. This action is unlikely to or will not result in adverse impacts.

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: Resolution

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

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2026-

COMMEMORATING MAY 3-9, 2026, AS THE 57TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

WHEREAS, the Office of the Clerk of the Board is a time-honored and vital part of the Santa Clara Valley Water District (Valley Water); and

WHEREAS, in 1984, 1994, and 1996, Presidents Ronald Reagan and Bill Clinton, respectively, signed a Proclamation officially declaring Professional Municipal Clerks Week the first full week of May and recognizing the essential role Municipal Clerks play in local government; and

WHEREAS, the Office of the Clerk of the Board is one of the oldest among public servants; and

WHEREAS, the Office of the Clerk of the Board provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all and serving as the information center on functions of local government and community; and

WHEREAS, the Office of the Clerk of the Board continually strives to improve the administration of the affairs of the Clerk of the Board through participation in education programs, seminars, workshops, and the annual meetings in the State of California; and

WHEREAS, it is most appropriate that the Board recognize the accomplishments of the Office of the Clerk of the Board.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District does hereby recognize May 3-9, 2026, as the 57th Annual Professional Municipal Clerks Week for the Office of the Clerk of the Board.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on April 28, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

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Santa Clara Valley Water District

File No.: 25-1054

Agenda Date: 4/28/2026
Item No.: 4.2.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Adopt Recommended Positions on Federal Legislation: H.R. 7845 (Peters) - Drought Relief Obtained Using Government Help Today (DROUGHT) Act; H.R. 4144 (Mullin) - Groundwater Rise and Infrastructure Preparedness Act of 2025; And Other Legislation That May Require Consideration by the Board.

RECOMMENDATION:
A. Adopt a Position of "Support" on H.R. 7845 (Peters) - Drought Relief Obtained Using Government Help Today (DROUGHT) Act; and
B. Adopt a Position of "Support" on H.R. 4144 (Mullin) - Groundwater Rise and Infrastructure Preparedness Act of 2025.

SUMMARY:
A. H.R. 7845 (Peters) - Drought Relief Obtained Using Government Help Today (DROUGHT) Act
Recommendation: Support
Priority Recommendation: 3
This bill would raise the cap for federal assistance under the Water Infrastructure Finance and Innovation Act (WIFIA) Program from 80 percent to 90 percent for areas experiencing extreme drought, low-income communities, or projects of regional or national significance. The statute currently limits WIFIA assistance to no more than 49 percent of the total project cost, and no more than 80 percent total federal assistance (i.e., WIFIA plus other federal funding). This bill would increase the total federal assistance cap to 90 percent of the project cost if it meets those specific requirements.

Status:
The bill was introduced in the House on March 5, 2026, and it was referred to the Committee on Transportation and Infrastructure as well as the Committee on Energy and Commerce.

Importance to Santa Clara Valley Water District:
Santa Clara Valley Water District (Valley Water)has secured loans through the WIFIA Program to help finance critical infrastructure projects, including the Anderson Dam Seismic Retrofit Project and

several Safe, Clean Water flood protection projects. These loans are flexible, fixed rate and low interest, helping to reduce the impact on ratepayers and taxpayers and saving the district millions of dollars over the life of the loans. Increasing the amount of federal assistance available under the WIFIA Program would only further Valley Water's ability to mitigate project cost impacts on Santa Clara County residents.

Pros:

- Increases the eligible federal assistance under WIFIA from 80 percent to 90 percent for certain projects. This additional assistance, if secured, would help mitigate cost impacts on Santa Clara County residents.

Cons:

- Limits the increased assistance to areas experiencing extreme drought, low-income communities, or projects of regional or national significance. This could limit Valley Water's ability to access this additional assistance if our projects do not meet those criteria.

B. H.R. 4144 (Mullin) - Groundwater Rise and Infrastructure Preparedness Act of 2025
Recommendation: Support
Priority Recommendation: 3
This bipartisan bill would require the U.S. Geological Survey (USGS) to map future groundwater rise for all coastal areas in the continental U.S., as well as associated changes in flood risk and saltwater intrusion. Following the development of these maps, the bill would require the USGS, National Oceanic and Atmospheric Administration, Environmental Protection Agency, and other relevant agencies to study the potential impacts of groundwater rise on infrastructure in shallow coastal areas, as well as the potential impacts to drinking water contamination and public health. The agencies would also be required to recommend federal actions that could mitigate these potential impacts. The bill would authorize $5 million per year for the next two fiscal years to carry out these activities.

Status:
The bill was introduced on June 25, 2025, and it was referred to the Committee on Natural Resources.

Importance to Valley Water:
Groundwater rise and saltwater intrusion are growing concerns in the Bay Area due to sea level rise and the over-pumping of our aquifers. The studies that would be required under this bill would provide valuable information about where groundwaters are rising due to saltwater intrusion in our region, where the flood risks lie, and the potential impacts to critical public water infrastructure.

Pros:

- Requires studies of groundwater rise and the associated flood risks, along with potential impacts on water supply and infrastructure.
- Requires recommendations for federal action to mitigate these impacts.

Cons:

- None identified at this time.

ENVIRONMENTAL JUSTICE IMPACT:
There are no direct Environmental Justice impacts associated with this item, as the Board's position does not enact the legislation discussed above.

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:
None.

UNCLASSIFIED MANAGER:
Marta Lugo, 408-630-2237

Santa Clara Valley Water District

File No.: 26-0452

Agenda Date: 4/28/2026
Item No.: *4.3.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
*Adopt Recommended Positions on State Legislation: AB 1772 (Papan) Aquatic Invasive Species: Vessel Decontamination and Prevention Framework, AB 2032 (Ransom) Fish and Wildlife: Restricted Species Permits: Golden Mussels, AB 2469 (Papan) Data Centers: Water Use Disclosures, SB 952 (Laird) State Water Project: Renewable Energy Resources and Zero-Carbon Resources, AB 2739 (Soria) Community Water Affordability Program, AB 2777 (Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund Program: Loans: Water Reuse, SB 1125 (Menjivar) Public Water Systems: Drinking Water Needs Assessment: Water Rate Assistance Program, and Other Legislation Which May Require Urgent Consideration for a Position by the Board.

RECOMMENDATION:
A. Adopt a position of "Support" on: AB 1772 (Papan) Aquatic Invasive Species: Vessel Decontamination and Prevention Framework;
B. Adopt a position of "Support" on: AB 2032 (Ransom) Fish and Wildlife: Restricted Species Permits: Golden Mussels;
C. Adopt a position of "Support" on: AB 2469 (Papan) Data Centers: Water Use Disclosures;
D. Adopt a position of "Support" on: SB 952 (Laird) State Water Project: Renewable Energy Resources and Zero-Carbon Resources.
*E. Adopt a position of "Support" on: AB 2739 (Soria) Community Water Affordability Program;
*F. Adopt a position of "Support" on: AB 2777 (Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund Program: Loans: Water Reuse;
*G. Adopt a position of "Support" on: SB 1125 (Menjivar) Public Water Systems: Drinking Water Needs Assessment: Water Rate Assistance Program.

SUMMARY:
AB 1772 (Papan) Aquatic Invasive Species: Vessel Decontamination and Prevention Framework (Amended-03/23/2026)
Position Recommendation: Support
Priority Recommendation: 2

Existing law prohibits the possession, importation, transportation, or release of invasive mussels and

authorizes the Department of Fish and Wildlife to inspect conveyances, quarantine vessels, and restrict access to waterbodies to prevent the spread of invasive mussels. Existing law also requires water supply system operators to develop and implement plans to control or eradicate infestations.

AB 1772 would establish a voluntary statewide framework to prevent the overland spread of invasive mussels through the conveyance of watercraft. This bill would require the Department of Fish and Wildlife, in consultation with the Department of Parks and Recreation and the Department of Food and Agriculture, to develop minimum standards for watercraft inspection, decontamination, and quarantine.

This bill would also provide for the development of a system to track the inspection and decontamination status of vessels, including a banding program or similar mechanism, and would support the creation of a voluntary statewide database to track vessel movement between waterbodies. This bill would promote reciprocity between waterbodies for decontamination certifications and require training standards, quality assurance measures, public outreach, and a publicly available list of participating inspection and decontamination providers.

Impact to the Santa Clara Valley Water District (Valley Water)

AB 1772 would support Valley Water's efforts to prevent the introduction and spread of invasive mussels into local reservoirs, waterways, and water supply infrastructure. Prevention is critical, as once established, invasive mussels can cause significant operational challenges, including clogging infrastructure and increasing maintenance costs.

Valley Water currently supports boat inspection and decontamination programs in coordination with Santa Clara County Parks and provides public education on invasive mussels. The development of consistent statewide standards for inspection, decontamination, and quarantine would improve the effectiveness of these efforts and reduce the risk of introducing invasive species through recreational watercraft.

Supporting data sharing and tracking of vessel movement may improve early detection and prevention efforts by providing water agencies with better information on potential contamination risks. Reciprocity between waterbodies may also improve efficiency and compliance for recreational users while maintaining protective measures.

AB 1772 is consistent with Valley Water's priorities to protect water quality, enhance watershed stewardship, and reduce risks to water supply infrastructure. Strengthening statewide prevention efforts may help reduce long-term operational costs and protect ratepayers from the financial impacts of invasive species infestations.

Staff recommends that the Board adopt a position of "Support" on AB 1772.

Pros

- Supports prevention of invasive mussel spread through watercraft movement.

- Establishes more consistent statewide standards for inspection and decontamination.
- Improves information sharing and tracking of vessel movement between waterbodies.
- Helps protect water supply infrastructure and water quality.

Cons

- Framework is voluntary and may result in inconsistent implementation across jurisdictions.
- Does not establish a dedicated funding source for long-term program implementation.

AB 2032 (Ransom) Fish and Wildlife: Restricted Species Permits: Golden Mussels (Amended-03/19/2026)
Position Recommendation: Support
Priority Recommendation: 2
Existing law prohibits the possession, importation, transportation, or release of invasive mussels and requires public and private agencies operating water supply systems to coordinate with the Department of Fish and Wildlife to prevent, control, and eradicate infestations. Existing law also requires permits for certain activities involving restricted species and scientific research and requires the State Water Resources Control Board (State Water Board) and Regional Water Quality Control Boards (Regional Boards) to regulate water quality and issue permits for discharges to waters of the state related to invasive species.

AB 2032 would exempt public and private agencies that operate water supply systems from restricted species permitting requirements for maintenance and operational activities conducted to control the spread of golden mussels within those systems. The bill would also exempt scientific research conducted by or for those agencies to control the spread of golden mussels from scientific collecting permit requirements if the agency participates in the Golden Mussel Task Force.

This bill would require the Department of Fish and Wildlife, through the Golden Mussel Task Force, to develop and adopt best management practices and guidance for scientific research related to the prevention, mitigation, control, and eradication of golden mussels by April 1, 2027. This bill would require the department to update maps of golden mussel-infested water bodies at least quarterly.

AB 2032 would require the Department of Pesticide Regulation to expedite the evaluation of pesticides used for the prevention, mitigation, control, or eradication of golden mussels. This bill would also require the State Water Board and Regional Boards to expedite any National Pollution Elimination System permits submitted by water agencies to control the spread of golden mussels.

Impact to Valley Water

AB 2032 would assist Valley Water in responding more quickly and effectively to the emerging threat posed by golden mussels to water supply infrastructure and operations. Golden

mussels were first detected in the Sacramento-San Joaquin Delta in October 2024, and due to our reliance on imported water supplies through the State Water Project, Valley Water faces an elevated risk of infestation.

Valley Water has begun to take proactive steps to address this threat, including issuing public guidance, supporting boat inspection and decontamination programs with Santa Clara County Parks, and coordinating statewide response efforts. Valley Water has also identified potential risks to facilities such as the Penitencia Water Treatment Plant, while noting that existing treatment processes may help remove mussel larvae from treated water. In addition, Valley Water participates in the statewide Golden Mussel Response Framework, which focuses on prevention, monitoring, and control.

This bill's exemption of maintenance and operational activities from certain permitting requirements, along with expedited permitting for water quality and pesticide approvals, would improve Valley Water's ability to act quickly to prevent and control infestations in critical infrastructure such as pipelines, screens, and treatment facilities. This is particularly important given that detections have already occurred at State Water Project facilities, increasing the potential for further spread.

Streamlined regulatory processes and faster evaluation of treatment options may help reduce operational risks and contain costs associated with invasive species response, thereby reducing impacts on ratepayers. The development of best management practices and research guidance would also support coordinated and science-based responses across water agencies.

Staff recommends that the Board adopt a position of "Support" on AB 2032.

Pros

- Supports more timely response to golden mussel infestations in water supply systems.
- Reduces permitting barriers for maintenance and operational activities necessary to control the spread of golden mussels.
- Expedites permit processing and pesticide evaluations related to invasive species control.
- Promotes statewide best management practices and scientific research guidance.
- Helps protect water supply infrastructure and service reliability.

Cons

- Expedited review requirements may increase workload pressures for state regulatory agencies.

AB 2469 (Papan) Data Centers: Water Use Disclosures (Amended - 4/8/2026)

Position Recommendation: Support
Priority Recommendation: 2

The Planning and Zoning Law authorizes the legislative body of any county or city to adopt ordinances that regulate the use of buildings, structures, and land as between industry, businesses, residences, and open space.

AB 2469 would prohibit a city, county, or city and county from approving a discretionary or ministerial permit or other entitlement that would result in the construction, or an expansion that increases the maximum peak water use, of a data center unless specified conditions are satisfied, including that the applicant provides prescribed information such as a water scarcity plan, a water supply assessment, and a water use assessment.

This bill would also include in the specified conditions that the construction or expansion is not within the boundaries of a groundwater basin designated as critically overdrafted by the Department of Water Resources (DWR) and that the applicant assumes responsibility for the full cost of any required water conveyance, treatment or storage, or distribution infrastructure improvements necessary to serve the project, as determined by DWR or the applicable water supplier.

Existing law requires DWR to recommend, and the State Water Resources Control Board to adopt, as prescribed, performance measures for water used by commercial, industrial, institutional, and large landscape water users (CII water use). Existing law requires each urban retail water supplier, as defined, to implement the performance measures adopted by the board under these provisions.

This bill would require the department to recommend by June 30, 2028, and the board to adopt by December 31, 2029, a CII water use classification for users that qualify as large consumptive use facilities, including data centers. This bill would require that this classification be separate and distinct from classifications applicable to other CII water use.

Impact to Valley Water

Santa Clara County hosts well over 100 data centers, most of which are concentrated in the cities of Santa Clara and San José. Additional data centers are planned throughout the county. Overall, the County hosts more than a third of the State's total data centers.

The City of Santa Clara has enacted a municipal code mandating recycled water usage at these types of facilities. As a result, the majority of Santa Clara’s data centers use recycled water.

The City of San José has adopted the Energy and Water Building Performance Ordinance (BPO) that requires owners of nonresidential and multifamily buildings to track their energy and water use. Buildings are required to meet energy and water efficiency standards on a rolling five-year basis or make improvements if the standards are not met.

In addition to using recycled water to reduce potable water use, data centers have

implemented advanced cooling technologies with low water use, such as adiabatic systems, chip-level and closed-loop liquid cooling systems. Newly planned data centers proposed within the county are expected to have low potable water demands due to the requirement to use recycled water and the adoption of advanced cooling technologies.

Despite local efforts to mitigate the impact of data center water demand, more information on water use could help local water agencies, such as Valley Water, plan for actual needs.

AB 2469 is one of several bills this legislative session regarding the water and energy use of data centers. On March 24, the Valley Water Board of Directors adopted “Support” positions on AB 1577 (Bauer-Kahan) Data Centers: Reporting and AB 2619 (Papan) Water Resources: Data Centers.

Staff recommends that the Board adopt a position of “Support” on AB 2469.

Pros

- Increased data availability would improve forecasting and planning.
- Requiring information on water use when approving permits will help daylight how much water is being used and will force data center users to assess their anticipated water use.
- Requires data center applicants to assume responsibility for the full cost of any required water conveyance, treatment or storage, or distribution infrastructure improvements necessary to serve the project.

Cons

- The new CII classification creates uncertainty for retail water agencies, as the details would be determined in the regulatory process.

SB 952 (Laird) State Water Project: Renewable Energy Resources and Zero-Carbon Resources (Amended 3/17/2026)
Position Recommendation: Support
Priority Recommendation: 3

Under existing law, it is the policy of the state that eligible renewable energy resources and zero-carbon resources supply 100% of electricity procured to serve all state agencies by December 31, 2035.

Existing law requires the Department of Water Resources (DWR) to procure eligible renewable energy resources and zero-carbon resources to satisfy those obligations imposed on the State Water Project (SWP), pursuant to that policy. Existing law requires DWR, in conducting procurement, to consider specified factors, including:
(1) Procurement commitments that may yield maximum long-term employment, stimulate new economic activity, generate local and state tax revenues, and assist with the development of new industries.

(2) Attributes, including resource adequacy, flexibility, and integration value, the ability to provide firm clean electricity, and local air quality benefits.
(3) The results of integrated resource planning modeling conducted by the Public Utilities Commission pursuant to Section 454.52 of the Public Utilities Code.

SB 952 would require DWR to also consider portfolio diversity, resource type, location, and hours of typical peak operation when conducting procurement and would authorize, on and after January 1, 2036, excess procurement of eligible renewable energy resources and zero-carbon resources in one year to be applied to any subsequent year's obligation.

Impact to Valley Water

For Valley Water and the State Water Contractors, SB 952 would provide additional certainty, flexibility, and affordability in meeting DWR's mandate to achieve a power portfolio consisting of 100% renewable and zero-carbon resources by 2035.

The SWP has one of the most dynamic energy needs of any large utility in the state, with those needs ranging on average from 6,500,000 MWh to 9,000,000 MWh annually. Given these swings in energy use, unlike traditional utilities, DWR's power portfolio depends on hydrology and is thus difficult to plan for in the near- and long-term.

In 2022, a Legislative analysis of the existing renewable energy requirements indicated that the law would result in $3.2 billion in costs to DWR, to be paid by the ratepayers served by the State Water Contractors. The flexibility provided by this bill will reduce costs to water ratepayers while ensuring the ambitious goals are still achieved.

Staff recommends that the Board adopt a position of "Support" on SB 952.

Pros
- Clarifies the generation attributes DWR may consider for procurement.
- Creates certainty for DWR by allowing excess energy procured in low water years to be applied to years when SWP energy needs are high.
- Protects the clean power goals in existing law.

Cons
- None.

***AB 2739 (Soria) Community Water Affordability Program (Amended-04/06/2026)**
Position Recommendation: Support
Priority Recommendation: 2

Existing law establishes the Department of Water Resources and declares that every human being has the right to safe, clean, affordable, and accessible water. Existing law also recognizes the state's

role in assisting local agencies in providing essential water services and infrastructure.

AB 2739 would establish the Water Affordability and System Stabilization Act. This bill would create the Water Affordability and System Stabilization Trust and the Water Affordability and System Stabilization Fund in the State Treasury. This bill would designate the State Treasurer as trustee and require the trustee to hold, manage, and invest the trust's principal to provide a perpetual source of annual funding for the Water Rate Assistance Fund and the Community Water Affordability Assistance Fund.

During the first 25 years following a transfer of funds from the General Fund, this bill would require 45 percent of the trust income to be transferred annually to each of the Water Rate Assistance Fund and the Community Water Affordability Assistance Fund, with the remaining 10 percent added to the trust principal. After the first 25 years, this bill would require 50 percent of the trust income to be transferred annually to each fund. This bill would also authorize limited administrative expenditures from the trust.

AB 2739 would require the Department of Water Resources, subject to transfer of moneys by the Legislature, to develop and administer the Community Water Affordability Program. The program would provide grants to community water systems for local water infrastructure projects, including projects that improve water supplies, resiliency, or quality, and projects that reduce energy costs. The purpose of the grants would be to reduce the amount of local ratepayer funding required for those projects.

This bill would require the department to develop and adopt program guidelines and project solicitation documents prior to awarding grants. The guidelines would require applicants to provide at least 25 percent of project funding, with the department authorized to waive or reduce that requirement in cases of financial hardship, and would require public workshops and a public comment period prior to adoption.

Impact to the Santa Clara Valley Water District (Valley Water)

Although Valley Water does not provide retail water service, there is a substantial concern about the rising cost of water rates and the impact on low-income communities. Aging infrastructure, stricter water quality regulations, and climate change require significant investments in system upgrades, treatment technologies, and long-term supply reliability. These costs are ultimately passed on to residents through water rates, disproportionately affecting vulnerable households.

AB 2739 would help address affordability by providing funding to Community Water Systems, including Valley Water, to reduce the cost burden of water infrastructure projects that would otherwise be borne by ratepayers. By supporting investments in water supply reliability, water quality, and system resiliency, this bill may help reduce upward pressure on water rates for customers served by water retailers in Santa Clara County that rely on Valley Water supplies.

This bill also establishes a long-term funding structure to support water affordability programs, which aligns with Valley Water’s priorities to protect ratepayers, contain costs, and ensure

continued investment in critical infrastructure. By addressing system costs in addition to affordability, this bill creates a comprehensive approach to maintaining a reliable and affordable water supply.

Staff recommends that the Board adopt a position of “Support” on AB 2739.

Pros

- Provides funding to reduce ratepayer costs for water infrastructure projects.
- Supports long-term investment in water supply reliability, water quality, and resiliency.
- Establishes a long-term funding structure for water affordability programs.
- Helps address affordability challenges for water customers.

Cons

- Requires significant initial state investment to capitalize the trust.
- Program benefits depend on future legislative funding and long-term trust performance.
- There is no funding source currently available.

***AB 2777 (Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund Program: Loans: Water Reuse (Amended-03/26/2026)**
Position Recommendation: Support
Priority Recommendation: 3

Existing law establishes the State Water Pollution Control Revolving Fund program to provide loans and financial assistance for water quality and wastewater projects pursuant to the federal Clean Water Act. Existing law authorizes the State Water Resources Control Board to assess an annual charge for financial assistance services and requires loans to be made at or below market interest rates, subject to specified limits.

AB 2777 would authorize the State Water Resources Control Board to assess fees or annual charges for financial assistance services as permitted by federal law and would remove certain restrictions on how those charges are calculated and applied. This bill would delete provisions limiting the combined interest and loan service rate and instead require loans to be made at below-market interest rates.

This bill would also define “incidental runoff” to clarify that minimal, unintended overspray from recycled water irrigation is permitted in outdoor eating areas. Additionally, this bill would require the state board to post available loan and grant funding programs on its website.

Impact to Valley Water

AB 2777 would provide additional flexibility to the State Water Resources Control Board in administering the State Revolving Fund, which is a key funding source for water quality,

recycled water, and wastewater infrastructure projects. Valley Water and partner agencies may benefit from continued access to below market rate financing for projects that support water supply reliability and water quality.

Maintaining the long-term solvency of the State Revolving Fund is critical as water agencies face increasing capital costs associated with regulatory compliance, recycled water development, and infrastructure improvements. Increased flexibility in setting loan terms may help ensure continued availability of funding for critical projects while supporting the financial sustainability of the program.

The clarification of incidental runoff standards is an update required by changes to the law approved last year through SB 31 (McNerney, Chapter 736, Statutes of 2025), which authorized the use of recycled water for expanded uses. This bill would also provide regulatory certainty for recycled water use, supporting water conservation and reuse efforts that align with Valley Water's priorities for water supply reliability and environmental stewardship.

Staff recommends that the Board adopt a position of "Support" on AB 2777.

Pros

- Supports long-term solvency and flexibility of the State Revolving Fund program.
- Maintains access to below-market-rate financing for water infrastructure projects.
- Provides clarity for recycled water use standards.
- Improves transparency of available funding opportunities.

Cons

- Changes to loan terms may result in higher costs for some borrowers.
- Greater flexibility in fee structures may create uncertainty for funding recipients.

***SB 1125 (Menjivar) Public Water Systems: Drinking Water Needs Assessment: Water Rate Assistance Program (Amended-03/25/2026)**
Position Recommendation: Support
Priority Recommendation: 3

Existing law requires the State Water Resources Control Board to develop a plan for the funding and implementation of a Low-Income Water Rate Assistance Program and establishes the Safe and Affordable Drinking Water Fund to support water system affordability and safety.

SB 1125 would establish the Water Rate Assistance Program and create the Water Rate Assistance Fund in the State Treasury to provide direct financial assistance to low-income residential water ratepayers. This bill would require the state board, upon appropriation by the Legislature, to administer the program, including developing implementation guidelines, providing oversight, and

distributing funding to eligible systems for application to customer bills.

This bill would require the state board to adopt guidelines within 270 days of an appropriation, including eligibility criteria, enrollment processes, and minimum bill assistance levels. This bill would require eligible systems to provide a minimum monthly bill credit or an equivalent percentage-based reduction and would require coordination with other agencies to facilitate enrollment through data sharing.

SB 1125 would also require the state board to develop an annual drinking water needs assessment beginning May 1, 2027, including an analysis of funding necessary to make water service affordable for customers of small community water systems. Implementation of the program would be contingent upon an appropriation by the Legislature.

Impact to Valley Water

Although Valley Water is a water wholesaler and does not provide retail water service, there is a substantial concern about the rising cost of water rates and the impact on low-income communities. Aging infrastructure, stricter water quality regulations, and climate change require costly investments in system upgrades, treatment technologies, and reliability projects. These costs are passed on to residents through water rates, disproportionately affecting vulnerable households.

Valley Water has appropriated funding to provide water rate assistance to residents who have fallen behind on water bills charged by water retailers. The program proposed in SB 1125 would allow Valley Water to apply for funding as a “community water system” and apply the funds to the current low-income water rate assistance program in place. While no current funding has been identified, This bill would provide a statewide framework for assisting low-income ratepayers and may benefit residents in Santa Clara County.

This bill would allow for direct financial assistance to low-income customers and may help address affordability challenges as water rates continue to rise. While the effectiveness of the program will depend on available funding, this bill represents a step toward addressing affordability concerns and supporting vulnerable communities.

Staff recommends that the Board adopt a position of “Support” on SB 1125.

Pros

- Addresses affordability concerns for vulnerable communities.
- Establishes a statewide framework for water rate assistance.
- Supports equity in access to water service.

Cons

- Implementation is contingent on future legislative appropriations.

- Does not modify Proposition 218 constraints on local water agencies.
- Program effectiveness depends on the availability of funding.

ENVIRONMENTAL JUSTICE IMPACT:
There are no Environmental Justice impacts associated with this item. The Board's position does not enact the legislation discussed above. If the enactment of state legislation necessitates an action by the Board, any associated Environmental Justice impacts will be assessed when the Board considers the action.

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:
*Original Board Agenda Memo
*Supplemental Board Agenda Memo

UNCLASSIFIED MANAGER:
Joshua Golka, 408-630-4508

Santa Clara Valley Water District

File No.: 25-0999

Agenda Date: 4/28/2026
Item No.: 4.3.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Adopt Recommended Positions on State Legislation: AB 1772 (Papan) Aquatic Invasive Species: Vessel Decontamination and Prevention Framework, AB 2032 (Ransom) Fish and Wildlife: Restricted Species Permits: Golden Mussels, AB 2469 (Papan) Data Centers: Water Use Disclosures, SB 952 (Laird) State Water Project: Renewable Energy Resources and Zero-Carbon Resources, and Other Legislation Which May Require Urgent Consideration for a Position by the Board.

RECOMMENDATION:

A. Adopt a position of "Support" on: AB 1772 (Papan) Aquatic Invasive Species: Vessel Decontamination and Prevention Framework;
B. Adopt a position of "Support" on: AB 2032 (Ransom) Fish and Wildlife: Restricted Species Permits: Golden Mussels;
C. Adopt a position of "Support" on: AB 2469 (Papan) Data Centers: Water Use Disclosures;
D. Adopt a position of "Support" on: SB 952 (Laird) State Water Project: Renewable Energy Resources and Zero-Carbon Resources.

SUMMARY:
AB 1772 (Papan) Aquatic Invasive Species: Vessel Decontamination and Prevention Framework (Amended-03/23/2026)
Position Recommendation: Support
Priority Recommendation: 2

Existing law prohibits the possession, importation, transportation, or release of invasive mussels and authorizes the Department of Fish and Wildlife to inspect conveyances, quarantine vessels, and restrict access to waterbodies to prevent the spread of invasive mussels. Existing law also requires water supply system operators to develop and implement plans to control or eradicate infestations.

AB 1772 would establish a voluntary statewide framework to prevent the overland spread of invasive mussels through the conveyance of watercraft. This bill would require the Department of Fish and Wildlife, in consultation with the Department of Parks and Recreation and the Department of Food and Agriculture, to develop minimum standards for watercraft inspection, decontamination, and quarantine.

This bill would also provide for the development of a system to track the inspection and decontamination status of vessels, including a banding program or similar mechanism, and would support the creation of a voluntary statewide database to track vessel movement between waterbodies. This bill would promote reciprocity between waterbodies for decontamination certifications and require training standards, quality assurance measures, public outreach, and a publicly available list of participating inspection and decontamination providers.

Impact to the Santa Clara Valley Water District (Valley Water)

AB 1772 would support Valley Water's efforts to prevent the introduction and spread of invasive mussels into local reservoirs, waterways, and water supply infrastructure. Prevention is critical, as once established, invasive mussels can cause significant operational challenges, including clogging infrastructure and increasing maintenance costs.

Valley Water currently supports boat inspection and decontamination programs in coordination with Santa Clara County Parks and provides public education on invasive mussels. The development of consistent statewide standards for inspection, decontamination, and quarantine would improve the effectiveness of these efforts and reduce the risk of introducing invasive species through recreational watercraft.

Supporting data sharing and tracking of vessel movement may improve early detection and prevention efforts by providing water agencies with better information on potential contamination risks. Reciprocity between waterbodies may also improve efficiency and compliance for recreational users while maintaining protective measures.

AB 1772 is consistent with Valley Water's priorities to protect water quality, enhance watershed stewardship, and reduce risks to water supply infrastructure. Strengthening statewide prevention efforts may help reduce long-term operational costs and protect ratepayers from the financial impacts of invasive species infestations.

Staff recommends that the Board adopt a position of "Support" on AB 1772.

Pros

- Supports prevention of invasive mussel spread through watercraft movement.
- Establishes more consistent statewide standards for inspection and decontamination.
- Improves information sharing and tracking of vessel movement between waterbodies.
- Helps protect water supply infrastructure and water quality.

Cons

- Framework is voluntary and may result in inconsistent implementation across

jurisdictions.

- Does not establish a dedicated funding source for long-term program implementation.

AB 2032 (Ransom) Fish and Wildlife: Restricted Species Permits: Golden Mussels (Amended-03/19/2026)
Position Recommendation: Support
Priority Recommendation: 2
Existing law prohibits the possession, importation, transportation, or release of invasive mussels and requires public and private agencies operating water supply systems to coordinate with the Department of Fish and Wildlife to prevent, control, and eradicate infestations. Existing law also requires permits for certain activities involving restricted species and scientific research and requires the State Water Resources Control Board (State Water Board) and Regional Water Quality Control Boards (Regional Boards) to regulate water quality and issue permits for discharges to waters of the state related to invasive species.

AB 2032 would exempt public and private agencies that operate water supply systems from restricted species permitting requirements for maintenance and operational activities conducted to control the spread of golden mussels within those systems. The bill would also exempt scientific research conducted by or for those agencies to control the spread of golden mussels from scientific collecting permit requirements if the agency participates in the Golden Mussel Task Force.

This bill would require the Department of Fish and Wildlife, through the Golden Mussel Task Force, to develop and adopt best management practices and guidance for scientific research related to the prevention, mitigation, control, and eradication of golden mussels by April 1, 2027. This bill would require the department to update maps of golden mussel-infested water bodies at least quarterly.

AB 2032 would require the Department of Pesticide Regulation to expedite the evaluation of pesticides used for the prevention, mitigation, control, or eradication of golden mussels. This bill would also require the State Water Board and Regional Boards to expedite any National Pollution Elimination System permits submitted by water agencies to control the spread of golden mussels.

Impact to Valley Water

AB 2032 would assist Valley Water in responding more quickly and effectively to the emerging threat posed by golden mussels to water supply infrastructure and operations. Golden mussels were first detected in the Sacramento-San Joaquin Delta in October 2024, and due to our reliance on imported water supplies through the State Water Project, Valley Water faces an elevated risk of infestation.

Valley Water has begun to take proactive steps to address this threat, including issuing public guidance, supporting boat inspection and decontamination programs with Santa Clara County Parks, and coordinating statewide response efforts. Valley Water has also identified potential risks to facilities such as the Penitencia Water Treatment Plant, while noting that existing treatment processes may help remove mussel larvae from treated water. In addition, Valley

Water participates in the statewide Golden Mussel Response Framework, which focuses on prevention, monitoring, and control.

This bill's exemption of maintenance and operational activities from certain permitting requirements, along with expedited permitting for water quality and pesticide approvals, would improve Valley Water's ability to act quickly to prevent and control infestations in critical infrastructure such as pipelines, screens, and treatment facilities. This is particularly important given that detections have already occurred at State Water Project facilities, increasing the potential for further spread.

Streamlined regulatory processes and faster evaluation of treatment options may help reduce operational risks and contain costs associated with invasive species response, thereby reducing impacts on ratepayers. The development of best management practices and research guidance would also support coordinated and science-based responses across water agencies.

Staff recommends that the Board adopt a position of "Support" on AB 2032.

Pros

- Supports more timely response to golden mussel infestations in water supply systems.
- Reduces permitting barriers for maintenance and operational activities necessary to control the spread of golden mussels.
- Expedites permit processing and pesticide evaluations related to invasive species control.
- Promotes statewide best management practices and scientific research guidance.
- Helps protect water supply infrastructure and service reliability.

Cons

- Expedited review requirements may increase workload pressures for state regulatory agencies.

AB 2469 (Papan) Data Centers: Water Use Disclosures (Amended - 4/8/2026)
Position Recommendation: Support
Priority Recommendation: 2

The Planning and Zoning Law authorizes the legislative body of any county or city to adopt ordinances that regulate the use of buildings, structures, and land as between industry, businesses, residences, and open space.

AB 2469 would prohibit a city, county, or city and county from approving a discretionary or ministerial permit or other entitlement that would result in the construction, or an expansion that increases the

maximum peak water use, of a data center unless specified conditions are satisfied, including that the applicant provides prescribed information such as a water scarcity plan, a water supply assessment, and a water use assessment.

This bill would also include in the specified conditions that the construction or expansion is not within the boundaries of a groundwater basin designated as critically overdrafted by the Department of Water Resources (DWR) and that the applicant assumes responsibility for the full cost of any required water conveyance, treatment or storage, or distribution infrastructure improvements necessary to serve the project, as determined by DWR or the applicable water supplier.

Existing law requires DWR to recommend, and the State Water Resources Control Board to adopt, as prescribed, performance measures for water used by commercial, industrial, institutional, and large landscape water users (CII water use). Existing law requires each urban retail water supplier, as defined, to implement the performance measures adopted by the board under these provisions.

This bill would require the department to recommend by June 30, 2028, and the board to adopt by December 31, 2029, a CII water use classification for users that qualify as large consumptive use facilities, including data centers. This bill would require that this classification be separate and distinct from classifications applicable to other CII water use.

Impact to Valley Water

Santa Clara County hosts well over 100 data centers, most of which are concentrated in the cities of Santa Clara and San José. Additional data centers are planned throughout the county. Overall, the County hosts more than a third of the State's total data centers.

The City of Santa Clara has enacted a municipal code mandating recycled water usage at these types of facilities. As a result, the majority of Santa Clara’s data centers use recycled water.

The City of San José has adopted the Energy and Water Building Performance Ordinance (BPO) that requires owners of nonresidential and multifamily buildings to track their energy and water use. Buildings are required to meet energy and water efficiency standards on a rolling five-year basis or make improvements if the standards are not met.

In addition to using recycled water to reduce potable water use, data centers have implemented advanced cooling technologies with low water use, such as adiabatic systems, chip-level and closed-loop liquid cooling systems. Newly planned data centers proposed within the county are expected to have low potable water demands due to the requirement to use recycled water and the adoption of advanced cooling technologies.

Despite local efforts to mitigate the impact of data center water demand, more information on water use could help local water agencies, such as Valley Water, plan for actual needs.

AB 2469 is one of several bills this legislative session regarding the water and energy use of

data centers. On March 24, the Valley Water Board of Directors adopted “Support” positions on AB 1577 (Bauer-Kahan) Data Centers: Reporting and AB 2619 (Papan) Water Resources: Data Centers.

Staff recommends that the Board adopt a position of “Support” on AB 2469.

Pros

- Increased data availability would improve forecasting and planning.
- Requiring information on water use when approving permits will help daylight how much water is being used and will force data center users to assess their anticipated water use.
- Requires data center applicants to assume responsibility for the full cost of any required water conveyance, treatment or storage, or distribution infrastructure improvements necessary to serve the project.

Cons

- The new CII classification creates uncertainty for retail water agencies, as the details would be determined in the regulatory process.

SB 952 (Laird) State Water Project: Renewable Energy Resources and Zero-Carbon Resources (Amended 3/17/2026)
Position Recommendation: Support
Priority Recommendation: 3

Under existing law, it is the policy of the state that eligible renewable energy resources and zero-carbon resources supply 100% of electricity procured to serve all state agencies by December 31, 2035.

Existing law requires the Department of Water Resources (DWR) to procure eligible renewable energy resources and zero-carbon resources to satisfy those obligations imposed on the State Water Project (SWP), pursuant to that policy. Existing law requires DWR, in conducting procurement, to consider specified factors, including:
(1) Procurement commitments that may yield maximum long-term employment, stimulate new economic activity, generate local and state tax revenues, and assist with the development of new industries.
(2) Attributes, including resource adequacy, flexibility, and integration value, the ability to provide firm clean electricity, and local air quality benefits.
(3) The results of integrated resource planning modeling conducted by the Public Utilities Commission pursuant to Section 454.52 of the Public Utilities Code.

SB 952 would require DWR to also consider portfolio diversity, resource type, location, and hours of typical peak operation when conducting procurement and would authorize, on and after January 1, 2036, excess procurement of eligible renewable energy resources and zero-carbon resources in one year to be applied to any subsequent year’s obligation.

Impact to Valley Water

For Valley Water and the State Water Contractors, SB 952 would provide additional certainty, flexibility, and affordability in meeting DWR's mandate to achieve a power portfolio consisting of 100% renewable and zero-carbon resources by 2035.

The SWP has one of the most dynamic energy needs of any large utility in the state, with those needs ranging on average from 6,500,000 MWh to 9,000,000 MWh annually. Given these swings in energy use, unlike traditional utilities, DWR's power portfolio depends on hydrology and is thus difficult to plan for in the near- and long-term.

In 2022, a Legislative analysis of the existing renewable energy requirements indicated that the law would result in $3.2 billion in costs to DWR, to be paid by the ratepayers served by the State Water Contractors. The flexibility provided by this bill will reduce costs to water ratepayers while ensuring the ambitious goals are still achieved.

Staff recommends that the Board adopt a position of "Support" on SB 952.

Pros

- Clarifies the generation attributes DWR may consider for procurement.
- Creates certainty for DWR by allowing excess energy procured in low water years to be applied to years when SWP energy needs are high.
- Protects the clean power goals in existing law.

Cons

- None.

ENVIRONMENTAL JUSTICE IMPACT:
There are no Environmental Justice impacts associated with this item. The Board's position does not enact the legislation discussed above. If the enactment of state legislation necessitates an action by the Board, any associated Environmental Justice impacts will be assessed when the Board considers the action.

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:
None.

UNCLASSIFIED MANAGER:
Joshua Golka, 408-630-4508

Santa Clara Valley Water District

File No.: 26-0372

Agenda Date: 4/28/2026
Item No.: 4.3.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

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

SUBJECT:
Adopt Recommended Positions on State Legislation: AB 1772 (Papan) Aquatic Invasive Species: Vessel Decontamination and Prevention Framework, AB 2032 (Ransom) Fish and Wildlife: Restricted Species Permits: Golden Mussels, AB 2469 (Papan) Data Centers: Water Use Disclosures, SB 952 (Laird) State Water Project: Renewable Energy Resources and Zero-Carbon Resources, *AB 2739 (Soria) Community Water Affordability Program, *AB 2777 (Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund Program: Loans: Water Reuse, *SB 1125 (Menjivar) Public Water Systems: Drinking Water Needs Assessment: Water Rate Assistance Program, and Other Legislation Which May Require Urgent Consideration for a Position by the Board.

REASON FOR SUPPLEMENTAL MEMORANDUM:
This supplemental Board agenda memorandum conveys additional information received after the initial agenda item was released, consistent with Executive Limitations Policy EL-7-10-5.

RECOMMENDATION:
A. Adopt a position of "Support" on: AB 1772 (Papan) Aquatic Invasive Species: Vessel Decontamination and Prevention Framework;
B. Adopt a position of "Support" on: AB 2032 (Ransom) Fish and Wildlife: Restricted Species Permits: Golden Mussels;
C. Adopt a position of "Support" on: AB 2469 (Papan) Data Centers: Water Use Disclosures;
D. Adopt a position of "Support" on: SB 952 (Laird) State Water Project: Renewable Energy Resources and Zero-Carbon Resources;
E. *Adopt a position of "Support" on: AB 2739 (Soria) Community Water Affordability Program;
F. *Adopt a position of "Support" on: AB 2777 (Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund Program: Loans: Water Reuse;
G. *Adopt a position of "Support" on: SB 1125 (Menjivar) Public Water Systems: Drinking Water Needs Assessment: Water Rate Assistance Program.

SUMMARY:
***AB 2739 (Soria) Community Water Affordability Program (Amended-04/06/2026)**
Position Recommendation: Support
Priority Recommendation: 2

Existing law establishes the Department of Water Resources and declares that every human being has the right to safe, clean, affordable, and accessible water. Existing law also recognizes the state's role in assisting local agencies in providing essential water services and infrastructure.

AB 2739 would establish the Water Affordability and System Stabilization Act. This bill would create the Water Affordability and System Stabilization Trust and the Water Affordability and System Stabilization Fund in the State Treasury. This bill would designate the State Treasurer as trustee and require the trustee to hold, manage, and invest the trust's principal to provide a perpetual source of annual funding for the Water Rate Assistance Fund and the Community Water Affordability Assistance Fund.

During the first 25 years following a transfer of funds from the General Fund, this bill would require 45 percent of the trust income to be transferred annually to each of the Water Rate Assistance Fund and the Community Water Affordability Assistance Fund, with the remaining 10 percent added to the trust principal. After the first 25 years, this bill would require 50 percent of the trust income to be transferred annually to each fund. This bill would also authorize limited administrative expenditures from the trust.

AB 2739 would require the Department of Water Resources, subject to transfer of moneys by the Legislature, to develop and administer the Community Water Affordability Program. The program would provide grants to community water systems for local water infrastructure projects, including projects that improve water supplies, resiliency, or quality, and projects that reduce energy costs. The purpose of the grants would be to reduce the amount of local ratepayer funding required for those projects.

This bill would require the department to develop and adopt program guidelines and project solicitation documents prior to awarding grants. The guidelines would require applicants to provide at least 25 percent of project funding, with the department authorized to waive or reduce that requirement in cases of financial hardship, and would require public workshops and a public comment period prior to adoption.

Impact to the Santa Clara Valley Water District (Valley Water)

Although Valley Water does not provide retail water service, there is a substantial concern about the rising cost of water rates and the impact on low-income communities. Aging infrastructure, stricter water quality regulations, and climate change require significant investments in system upgrades, treatment technologies, and long-term supply reliability. These costs are ultimately passed on to residents through water rates, disproportionately affecting vulnerable households.

AB 2739 would help address affordability by providing funding to Community Water Systems,

including Valley Water, to reduce the cost burden of water infrastructure projects that would otherwise be borne by ratepayers. By supporting investments in water supply reliability, water quality, and system resiliency, this bill may help reduce upward pressure on water rates for customers served by water retailers in Santa Clara County that rely on Valley Water supplies.

This bill also establishes a long-term funding structure to support water affordability programs, which aligns with Valley Water's priorities to protect ratepayers, contain costs, and ensure continued investment in critical infrastructure. By addressing system costs in addition to affordability, this bill creates a comprehensive approach to maintaining a reliable and affordable water supply.

Staff recommends that the Board adopt a position of "Support" on AB 2739.

Pros

- Provides funding to reduce ratepayer costs for water infrastructure projects.
- Supports long-term investment in water supply reliability, water quality, and resiliency.
- Establishes a long-term funding structure for water affordability programs.
- Helps address affordability challenges for water customers.

Cons

- Requires significant initial state investment to capitalize the trust.
- Program benefits depend on future legislative funding and long-term trust performance.
- There is no funding source currently available.

***AB 2777 (Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund Program: Loans: Water Reuse (Amended-03/26/2026)**
Position Recommendation: Support
Priority Recommendation: 3

Existing law establishes the State Water Pollution Control Revolving Fund program to provide loans and financial assistance for water quality and wastewater projects pursuant to the federal Clean Water Act. Existing law authorizes the State Water Resources Control Board to assess an annual charge for financial assistance services and requires loans to be made at or below market interest rates, subject to specified limits.

AB 2777 would authorize the State Water Resources Control Board to assess fees or annual charges for financial assistance services as permitted by federal law and would remove certain restrictions on how those charges are calculated and applied. This bill would delete provisions limiting the combined interest and loan service rate and instead require loans to be made at below-market interest rates.

This bill would also define "incidental runoff" to clarify that minimal, unintended overspray from

recycled water irrigation is permitted in outdoor eating areas. Additionally, this bill would require the state board to post available loan and grant funding programs on its website.

Impact to Valley Water

AB 2777 would provide additional flexibility to the State Water Resources Control Board in administering the State Revolving Fund, which is a key funding source for water quality, recycled water, and wastewater infrastructure projects. Valley Water and partner agencies may benefit from continued access to below market rate financing for projects that support water supply reliability and water quality.

Maintaining the long-term solvency of the State Revolving Fund is critical as water agencies face increasing capital costs associated with regulatory compliance, recycled water development, and infrastructure improvements. Increased flexibility in setting loan terms may help ensure continued availability of funding for critical projects while supporting the financial sustainability of the program.

The clarification of incidental runoff standards is an update required by changes to the law approved last year through SB 31 (McNerney, Chapter 736, Statutes of 2025), which authorized the use of recycled water for expanded uses. This bill would also provide regulatory certainty for recycled water use, supporting water conservation and reuse efforts that align with Valley Water's priorities for water supply reliability and environmental stewardship.

Staff recommends that the Board adopt a position of "Support" on AB 2777.

Pros

- Supports long-term solvency and flexibility of the State Revolving Fund program.
- Maintains access to below-market-rate financing for water infrastructure projects.
- Provides clarity for recycled water use standards.
- Improves transparency of available funding opportunities.

Cons

- Changes to loan terms may result in higher costs for some borrowers.
- Greater flexibility in fee structures may create uncertainty for funding recipients.

***SB 1125 (Menjivar) Public Water Systems: Drinking Water Needs Assessment: Water Rate Assistance Program (Amended-03/25/2026)**
Position Recommendation: Support
Priority Recommendation: 3

Existing law requires the State Water Resources Control Board to develop a plan for the funding and implementation of a Low-Income Water Rate Assistance Program and establishes the Safe and

Affordable Drinking Water Fund to support water system affordability and safety.

SB 1125 would establish the Water Rate Assistance Program and create the Water Rate Assistance Fund in the State Treasury to provide direct financial assistance to low-income residential water ratepayers. This bill would require the state board, upon appropriation by the Legislature, to administer the program, including developing implementation guidelines, providing oversight, and distributing funding to eligible systems for application to customer bills.

This bill would require the state board to adopt guidelines within 270 days of an appropriation, including eligibility criteria, enrollment processes, and minimum bill assistance levels. This bill would require eligible systems to provide a minimum monthly bill credit or an equivalent percentage-based reduction and would require coordination with other agencies to facilitate enrollment through data sharing.

SB 1125 would also require the state board to develop an annual drinking water needs assessment beginning May 1, 2027, including an analysis of funding necessary to make water service affordable for customers of small community water systems. Implementation of the program would be contingent upon an appropriation by the Legislature.

Impact to Valley Water

Although Valley Water is a water wholesaler and does not provide retail water service, there is a substantial concern about the rising cost of water rates and the impact on low-income communities. Aging infrastructure, stricter water quality regulations, and climate change require costly investments in system upgrades, treatment technologies, and reliability projects. These costs are passed on to residents through water rates, disproportionately affecting vulnerable households.

Valley Water has appropriated funding to provide water rate assistance to residents who have fallen behind on water bills charged by water retailers. The program proposed in SB 1125 would allow Valley Water to apply for funding as a “community water system” and apply the funds to the current low-income water rate assistance program in place. While no current funding has been identified, This bill would provide a statewide framework for assisting low-income ratepayers and may benefit residents in Santa Clara County.

This bill would allow for direct financial assistance to low-income customers and may help address affordability challenges as water rates continue to rise. While the effectiveness of the program will depend on available funding, this bill represents a step toward addressing affordability concerns and supporting vulnerable communities.

Staff recommends that the Board adopt a position of “Support” on SB 1125.

Pros

- Addresses affordability concerns for vulnerable communities.

- Establishes a statewide framework for water rate assistance.
- Supports equity in access to water service.

Cons

- Implementation is contingent on future legislative appropriations.
- Does not modify Proposition 218 constraints on local water agencies.
- Program effectiveness depends on the availability of funding.

ENVIRONMENTAL JUSTICE IMPACT:
No Change from original memo.

FINANCIAL IMPACT:
No Change from original memo.

CEQA:
No Change from original memo.

ATTACHMENTS:
None.

UNCLASSIFIED MANAGER:
Joshua Golka, 408-630-4508

Santa Clara Valley Water District

File No.: 26-0336

Agenda Date: 4/28/2026
Item No.: 4.4.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Authorize the Chief Executive Officer to Execute the Assignment and Assumption of Memorandum of Option, and the Assignment and Assumption of Option Agreement, for Purchase of the Belluomini Ranch Property, Between the Santa Clara Valley Habitat Agency and the Santa Clara Valley Water District (Unincorporated Area of Santa Clara County, District 1).

RECOMMENDATION:
A. Authorize the Chief Executive Officer to Execute the Assignment and Assumption of Memorandum of Option between Santa Clara Valley Habitat Agency and Santa Clara Valley Water District (APN 898-35-006) (9195-11.1); and
B. Authorize the Chief Executive Officer to Execute the Assignment and Assumption of Option Agreement for Purchase of the Belluomini Ranch Property, between the Santa Clara Valley Habitat Agency and the Santa Clara Valley Water District.

SUMMARY:
In February 2024, Santa Clara Valley Water District (Valley Water) entered into an option agreement for the potential purchase of Belluomini Ranch (also known as Cedar Creek Ranch; Attachment 1), an approximately 1,455-acre property near Pacheco Pass with significant habitat value, for possible future mitigation needs associated with the Pacheco Reservoir Expansion Project. Under that agreement, Valley Water paid $500,000 for a four-year option to purchase the property at a price of $3,500,000, with two possible one-year extensions. On August 26, 2025, the Board of Directors voted to suspend development of the proposed Pacheco Reservoir Expansion Project.

Since that time, staff have evaluated whether acquisition of the property remains in Valley Water's best interest. Staff determined that there are no currently funded Valley Water projects with mitigation needs that could be accommodated by the property within the remaining option term, and no identified Capital Improvement Program funding source for acquisition. Staff also concluded that direct acquisition by Valley Water would require substantial staff time and would expose Valley Water to ownership, management, and legal responsibilities.

Staff therefore negotiated with the Santa Clara Valley Habitat Agency (VHA) regarding a transfer of Valley Water's rights under the option agreement. Under the proposed assignment of option

(Attachment 2) and assignment of memorandum (Attachment 3), VHA would assume Valley Water's rights, obligations, liabilities, and responsibilities under the option agreement and may pursue acquisition of the property for inclusion in the Habitat Reserve System, subject to securing future funding. In consideration for the assignment, VHA has agreed that, upon its successful acquisition of the property, it will issue Valley Habitat Plan mitigation credit to Valley Water in the amount of $500,000, based on land cover preservation credit calculated under Valley Habitat Plan methodologies. That credit would not include wetland, aquatic, or riparian creation or restoration credit.

Approval of the proposed assignments would allow Valley Water to avoid additional acquisition and ownership costs while preserving the opportunity to recover value from the original option payment in the form of future mitigation credit if VHA completes the acquisition. This action supports Valley Water's stewardship of natural resources and prudent management of public funds by avoiding unfunded land acquisition obligations while preserving potential future mitigation value.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with the assignment of the option to purchase Belluomini Ranch.

FINANCIAL IMPACT:
There is no new fiscal impact associated with approval of the assignment. The original $500,000 option payment has already been made and is not recoverable in cash. If VHA acquires the property, Valley Water would receive $500,000 in Valley Habitat Plan mitigation credit.

CEQA:
Assignment of the option to purchase Belluomini Ranch 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 A: Gov. Code § 84308
Attachment 1: Map
Attachment 2: Assignment of Option
Attachment 3: Assignment of Memorandum

UNCLASSIFIED MANAGER:
Lisa Bankosh, 408-630-2618

Attachment A: Gov. Code § 84308

Authorize the Chief Executive Officer to Execute the Assignment and Assumption of Memorandum of Option, and the Assignment and Assumption of Option Agreement, for Purchase of the Belluomini Ranch Property, Between the Santa Clara Valley Habitat Agency and the Santa Clara Valley Water District (Unincorporated Area of Santa Clara County, District 1).

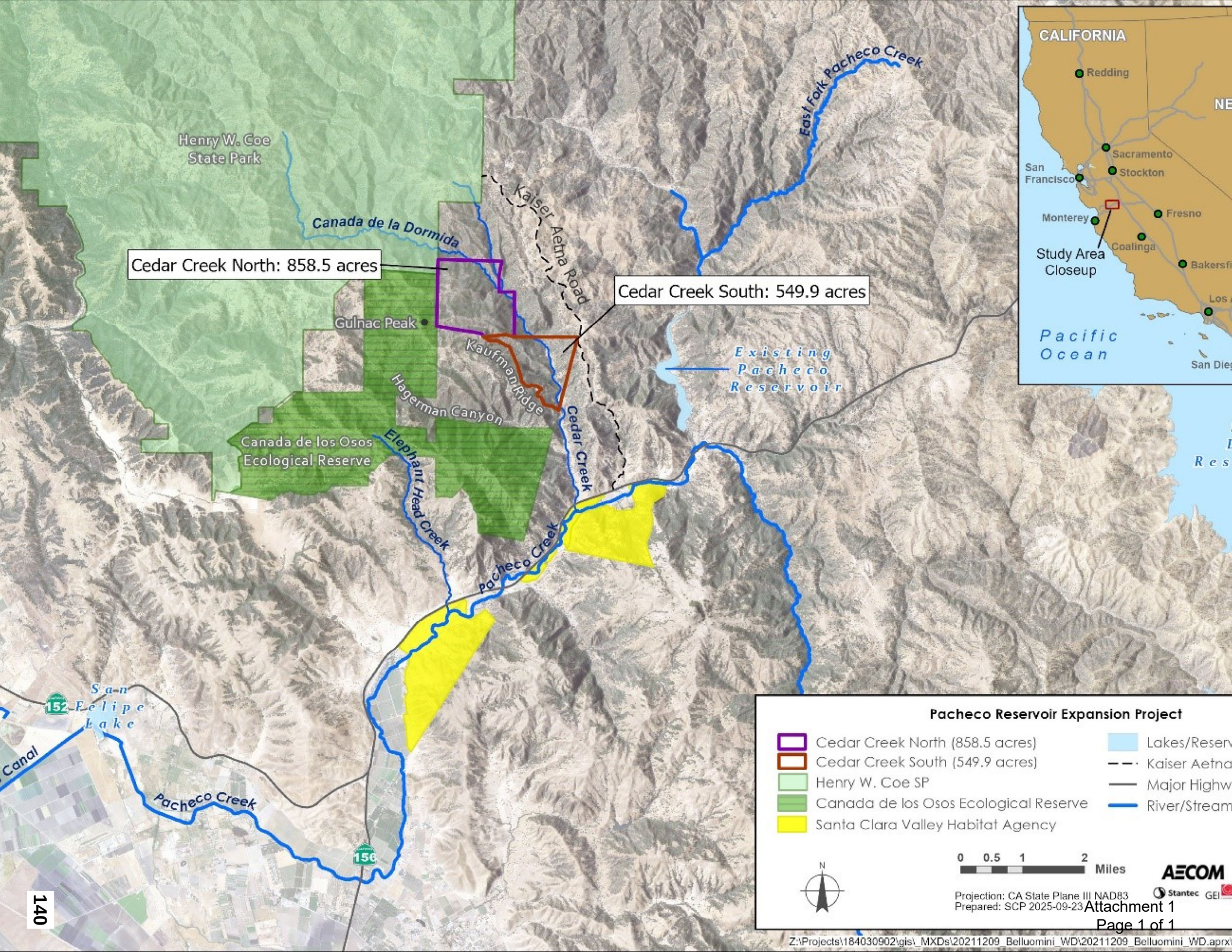
List of Parties and Their Agents/Representatives Known to Staff:

Organization Name	**Name**	**Role**	**Location**
Santa Clara Valley Habitat Agency	Edmund Sullivan	Executive Officer	Morgan Hill, CA

List of Participants and Their Agents/Representatives Known to Staff:

Organization Name	**Name**	**Role**	**Location**
	Dave Brigantino	Real Estate Agent	Hollister, CA
	Marc Belloumini	Property Owner	Fremont, CA

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Henry W. Coe State Park
Canada de la Dormida
Cedar Creek North: 858.5 acres
Kaiser Aetna Road
Cedar Creek South: 549.9 acres
East Fork Pacheco Creek
Gulnac Peak
Kaufman Ridge
Hagerman Canyon
Existing Pacheco Reservoir
Canada de los Osos Ecological Reserve
Elephant Head Creek
Cedar Creek
Pacheco Creek
San Felipe Lake
Pacheco Creek
CALIFORNIA
Redding
Sacramento
San Francisco
Stockton
Monterey
Fresno
Coalinga
Study Area Closeup
Pacific Ocean
Pacheco Reservoir Expansion Project
Cedar Creek North (858.5 acres)
Cedar Creek South (549.9 acres)
Henry W. Coe SP
Canada de los Osos Ecological Reserve
Santa Clara Valley Habitat Agency
Lakes/Reserv
Kaiser Aetna
Major Highw
River/Stream
0 0.5 1 2
Miles
N
Projection: CA State Plane III NAD83
Prepared: SCP 2025-09-23
AECOM
Stantec
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Attachment 2

Assignment of Option

ASSIGNMENT AND ASSUMPTION OF OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Assignment and Assumption ("Assignment Agreement") of that certain OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY ("Option Agreement") dated February 13, 2024, by and between the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature ("Valley Water"), and ADA BELLUOMINI, Trustee of the Belluomini Family Trust for the benefit of Rolando Belluomini and Ada Belluomini ("Property Owner") is made by and between Valley Water (Assignor) and the SANTA CLARA VALLEY HABITAT AGENCY ("SCVHA" or "Habitat Agency") (Assignee), with reference to the following facts:

A. Belluomini Ranch is an approximately 1,455-acre real property located near Pacheco Pass in southeastern Santa Clara County, California, identified by Assessor's Parcel Number 898-35-006 ("Property"), containing regionally significant habitat resources, including sycamore alluvial woodland and seasonal wetlands supporting covered species under the Santa Clara Valley Habitat Plan ("Habitat Plan") administered by the SCVHA;

B. On or about February 13, 2024, Valley Water entered into Option Agreement with Property Owner, pursuant to which Valley Water paid Five Hundred Thousand Dollars ($500,000) for a four-year option to purchase the Property, with optional extensions, at a stated purchase price of $3,500,000;

C. The Option Agreement grants Valley Water the exclusive right, but not the obligation, to acquire the Property within the option term, and restricts the Property Owner from selling the Property to another party unless the Option Agreement expires or is terminated in accordance with its terms;

D. Valley Water evaluated whether to exercise the Option Agreement and determined that acquisition under the terms of the Option Agreement would not be in Valley Water's best interest;

E. Valley Water and SCVHA have discussed transferring Valley Water's rights and obligations under the Option Agreement to SCVHA so that SCVHA may pursue acquisition of the Property for inclusion in the Habitat Reserve System, subject to SCVHA securing future funding;

F. As part of that transfer, SCVHA has agreed that, upon its acquisition of the Property, SCVHA will issue Valley Habitat Plan mitigation credit to Valley Water equivalent in value to the $500,000 option payment, calculated on an acre-by-acre land cover basis consistent with Habitat Plan methodologies, excluding wetland and riparian creation credit;

G. Valley Water intends to assign all of its right, title, and interest in the Option Agreement to SCVHA;

H. SCVHA is willing, ready, and able to assume all the obligations and responsibilities of Valley Water under the Option Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Valley Water and SCVHA hereby agree as follows:

1. Effective Date. This Assignment shall be deemed effective as of the date of execution of this Assignment Agreement by the parties.

2. Assignment and Assumption. Valley Water hereby assigns and transfers to SCVHA all rights, title, interest, obligations, liabilities and responsibilities of Valley Water as Optionee under the Option Agreement referenced herein. SCVHA hereby accepts the Assignment and assumes and agrees to perform, from and after the Effective Date, all obligations, liabilities and responsibilities of Valley Water under the Option Agreement.

3. Mitigation Credit Commitment. SCVHA agrees that, upon SCVHA's acquisition of the Property and in consideration for Valley Water's assignment of the Option Agreement, SCVHA shall issue Valley Habitat Plan credit to Valley Water in the amount of $500,000.00. The mitigation credit shall consist of land cover preservation credit, calculated on an acre-by-acre basis in accordance with the methodologies, ratios, and credit valuation procedures established under the Valley Habitat Plan as in effect at the time of credit issuance. The Parties acknowledge and agree that the mitigation credit issued under this Section shall not include wetland, aquatic, or riparian creation or restoration credit. Mitigation credit shall be issued to Valley Water immediately upon SCVHA's successful acquisition of fee title to the Property. Mitigation credit issued under this Section may be used by Valley Water to satisfy eligible mitigation obligations under the Valley Habitat Plan.

4. Successors. This Assignment Agreement shall be binding upon and inure to the benefit of Valley Water and SCVHA and their respective successors and assigns.

5. No Representations Regarding Acquisition. Valley Water makes no representation or warranty that SCVHA will successfully acquire the Property or that grant or other funding will be secured. SCVHA assumes all risk associated with acquisition.

6. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Entire Agreement. This Assignment Agreement constitutes the entire agreement between the Parties regarding the assignment and assumption of the Option Agreement and supersedes all prior discussions or understandings related thereto.

8. Amendments. This Assignment Agreement may be amended only by a written instrument executed by both Parties.

9. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the dates set forth below.

SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature

By: _____
Melanie Richarson, P.E.
Interim Chief Executive Officer

Date: _____

SANTA CLARA VALLEY HABITAT AGENCY, a Joint Powers Authority

By: _____
Edmund Sullivan
Executive Officer

Date: 3/23/2026

ATTEST: Candice Kwok-Smith

_____
Clerk of the Board

Approved as to Form:

By: _____
Omar El-Qoulaq
Assistant District Counsel

Approved as to Form:

By: _____
Valerie Armento
General Counsel

Attachment 3

Assignment of Memorandum

RECORDING REQUESTED BY:

AND WHEN RECORDED, RETURN TO:
SANTA CLARA VALLEY HABITAT AGENCY
. 535 Alkire Avenue, Suite 100
. Morgan Hill, CA 95037-4128
.

Space Above for Recorder's Use Only

Exempt from recording fees per Govt. Code Section 27383 SCVWD File 9195-11.1
APNs: 898-35-006

ASSIGNMENT AND ASSUMPTION OF MEMORANDUM OF OPTION

This Assignment and Assumption of that certain MEMORANDUM OF OPTION ("Memorandum") dated February 13, 2024, by and between the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature ("Valley Water"), and ADA BELLUOMINI, Trustee of the Belluomini Family Trust for the benefit of Rolando Belluomini and Ada Belluomini ("Owner") and recorded in the Santa Clara County Official Records on April 4, 2024, as Instrument No. 25618829 (Memorandum) is made by and between Valley Water (Assignor) and the SANTA CLARA VALLEY HABITAT AGENCY ("SCVHA" or "Habitat Agency"), (Assignee) with reference to the following facts:

A. Valley Water intends to assign to SCVHA all of its right, title, and interest in the option agreement dated February 13, 2024 (Option) and Memorandum.

B. SCVHA is willing, ready, and able to assume all the obligations and responsibilities of Valley Water under the Option and the Memorandum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Valley Water and SCVHA hereby agree as follows:

1. Effective Date. This Assignment shall be deemed effective as of the date of the recording of this Assignment in the Official Records of Santa Clara County, State of California.

2. Assignment and Assumption. Valley Water hereby assigns and transfers to SCVHA all rights, title, interest, obligations, liabilities and responsibilities of Valley Water as Optionee under the Memorandum referenced herein. SCVHA hereby accepts the Assignment and assumes and agrees to perform, from and after the Effective Date, all obligations, liabilities and responsibilities of Valley Water under the Memorandum.

3. Successors. This Assignment shall be binding upon and inure to the benefit of Valley Water and SCVHA and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the dates set forth below.

SANTA CLARA VALLEY WATER DISTRICT,
a Special district created by the California Legislature

By: _____
Melanie Richarson, P.E.
Interim Chief Executive Officer

Approved as to Form:

By:_____
Omar El-Qoulaq
Assistant District Counsel

SANTA CLARA VALLEY HABITAT AGENCY,
a Joint Powers Authority

By: _____
Edmund Sullivan
Executive Officer

Approved as to Form:

BY: _____
Valerie Armento
General Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

On March 23, 2026 before me, Dana Christman, Notary Public, personally appeared Edmund Sullivan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

DANA CHRISTMAN
COMM. #2455787
Notary Public - California
Santa Clara County
My Comm. Expires July 30, 2027
NRO1 NRO1

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Santa Clara Valley Water District

File No.: 26-0355

Agenda Date: 4/28/2026
Item No.: 4.5.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Authorize the Chief Executive Officer to Execute the Amendment to the Grant Agreement for Funding Acquisition of Real Property (Sargent Ranch) with Peninsula Open Space Trust, Joining Verdantis LLC as an Additional Party.

RECOMMENDATION:
Authorize the Chief Executive Officer to execute the Amendment to the Grant Agreement for Funding Acquisition of Real Property (Sargent Ranch) with Peninsula Open Space Trust, joining Verdantis LLC as an additional party.

SUMMARY:
In January 2026, Santa Clara Valley Water District (Valley Water) executed the Grant Agreement for Funding Acquisition of Real Property (Sargent Ranch) with Peninsula Open Space Trust (POST) to provide up to $3,950,000, funded through the Safe, Clean Water and Natural Flood Protection Program, toward POST's acquisition of approximately 2,184.41 acres of Sargent Ranch. The grant agreement identified POST as the entity that would acquire fee simple title to the property and undertake the grantee's obligations under the agreement.

After approval of the grant agreement, the property was acquired not by POST directly, but by Verdantis LLC, a California limited liability company formed by POST as a single-purpose entity for the purpose of acquiring Sargent Ranch. POST is the sole member and manager of Verdantis. Because the existing grant agreement names POST as the acquiring entity and owner, the agreement must be amended to reflect the actual title-holding structure and ensure that the record owner of the property is expressly bound by the grant obligations and restrictions applicable to the property.

The proposed amendment adds Verdantis as an additional party to the grant agreement and provides that POST and Verdantis are jointly and severally bound by, and must perform, all terms, covenants, conditions, duties, obligations, and liabilities of the grantee under the grant agreement, as amended. The amendment further clarifies that references in the grant agreement to POST, the grantee, the owner of the property, or the party responsible for actions required to be taken by the record owner include Verdantis.

The amendment also revises the effective-date provision to clarify that the grant agreement became effective on January 27, 2026, replaces Exhibit C with an updated Memorandum of Unrecorded Agreement reflecting Verdantis as a party, and adds notice information for Verdantis. The amendment expressly states that it does not modify any conservation or use restrictions applicable to the funded property, and that except as expressly amended, all terms, covenants, and conditions of the grant agreement remain in full force and effect and are ratified and confirmed.

ENVIRONMENTAL JUSTICE IMPACT:
This action is not subject to Environmental Justice Analysis because no likely adverse impacts are expected.

FINANCIAL IMPACT:
The Board authorized a $3,950,000 budget adjustment to the Safe, Clean Water Fund 26 Operating and Capital Reserve to provide POST with a total of $3,950,000 towards the acquisition of Sargent Ranch. There is no additional financial impact associated with the addition of Verdantis a party to the grant agreement.

CEQA:
Valley Water serves as the lead agency under CEQA and prepared a Notice of Exemption, which was considered by the Board as part of approval of the Grant Agreement for Funding Acquisition of Real Property (Sargent Ranch) with Peninsula Open Space Trust. The amendment adds an additional party to the grant agreement but does not alter the scope of the agreement or create any new reasonably foreseeable physical environmental effects. Accordingly, no further CEQA review is required, and the previously approved exemption remains applicable.

ATTACHMENTS:
Attachment A: Gov. Code § 84308
Attachment 1: Amendment
Attachment 2: Original Agreement

UNCLASSIFIED MANAGER:
Lisa Bankosh, 408-630-2618

Attachment A: Gov. Code § 84308

Authorize the Chief Executive Officer to Execute the Amendment to the Grant Agreement for Funding Acquisition of Real Property (Sargent Ranch) with Peninsula Open Space Trust, Joining Verdantis LLC as an Additional Party.

List of Parties and Their Agents/Representatives Known to Staff:

Organization Name	**Name**	**Role**	**Location**
Peninsula Open Space Trust	Clark, Gordon	President	Palo Alto, CA
Verdantis LLC	Olstein, Dan	Manager	Palo Alto, CA

List of Participants and Their Agents/Representatives Known to Staff:

Organization Name	**Name**	**Role**	**Location**

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SANTA CLARA VALLEY WATER DISTRICT

AMENDMENT TO GRANT AGREEMENT FOR FUNDING ACQUISITION OF REAL PROPERTY (SARGENT RANCH)

This Amendment to the Grant Agreement for Funding Acquisition of Real Property (this **"Amendment"**), effective as of the date fully executed (the "**Effective Date**") is entered into by and among the Santa Clara Valley Water District, a California special district (**"Valley Water"**), Peninsula Open Space Trust, a California nonprofit public benefit corporation (**"POST"**), and Verdantis LLC, a California limited liability company (**"Verdantis"**), in order to amend that certain Grant Agreement for Funding Acquisition of Real Property (Sargent Ranch) effective January 27, 2026 (the **"Grant Agreement"**), entered into by Valley Water and POST. Valley Water, POST, and Verdantis may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Valley Water and POST entered into the Grant Agreement to provide funds of up to $3,950,000 towards the acquisition of approximately 2,184.41 acres of property commonly known as a portion of Sargent Ranch (the **"Property"**), which is more particularly described in Exhibit A to the Grant Agreement.

WHEREAS, the Grant Agreement identified POST as the entity that would acquire fee simple title to the Property and be bound by certain covenants and obligations concerning the Property.

WHEREAS, the Property was acquired by Verdantis, rather than by POST directly. POST formed Verdantis as a single-purpose California limited liability company for the purpose of acquiring Sargent Ranch. POST is the sole member and manager of Verdantis.

WHEREAS, the Parties desire to amend the Grant Agreement to add Verdantis as an additional party to the Grant Agreement and to make such other conforming changes as are necessary.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

The recitals set forth above are incorporated herein by this reference.

2. JOINDER OF VERDANTIS AS ADDITIONAL PARTY.

Effective as of the Effective Date, Verdantis is added as an additional party to the Grant Agreement and POST and Verdantis are jointly and severally bound by, and shall perform all

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terms, covenants, conditions, duties, obligations, and liabilities of the grantee under the Grant Agreement as amended by this Amendment. References in the Grant Agreement to POST, the grantee, owner of the Property, or party responsible for actions required to be taken by the record owner of the Property include Verdantis.

3. EFFECTIVE DATE

Section 3 of the Grant Agreement is hereby replaced in its entirety as follows:

This Agreement shall be effective on January 27, 2026, and shall remain in full force and effect unless terminated as provided in this Agreement.

4. NOTICE OF UNRECORDED AGREEMENT

Exhibit C to the Grant Agreement is hereby replaced with the exhibit labeled "Exhibit C" attached to this Amendment.

5. NOTICES

Section 17 of the Grant Agreement is hereby amended to add following:

To Verdantis:

Attention: Dan Olstein
222 High Street
Palo Alto, CA 94301

6. EFFECT ON GRANT AGREEMENT.

Except as expressly amended by this Amendment, all terms, covenants, and conditions of the Grant Agreement, including, but not limited to, the covenants, restrictions, conditions, and obligations affecting the Property set forth in Sections 2.3 and 6, shall remain in full force and effect and are hereby ratified and confirmed in all respects. In the event of any conflict between this Amendment and the Grant Agreement, this Amendment shall control.

7. COUNTERPARTS.

This Amendment may be executed in several counterparts, and all such counterparts so executed together shall be deemed to constitute one and the same agreement. Facsimile or electronic signatures shall have the same legal effect as original or manual signatures.

8. GOVERNING LAW.

This Amendment shall be governed by and construed in accordance with the laws of the State of California. The exclusive jurisdiction and venue provisions of Section 14 of the Grant Agreement shall apply to this Amendment.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Parties hereby execute this Amendment to Grant Agreement.

APPROVED AS TO FORM:

_____
E. Ray Ruiz
Assistant District Counsel

"**SANTA CLARA VALLEY WATER DISTRICT**", a special district

By: _____
MELANIE RICHARDSON, P.E.
Interim Chief Executive Officer

Date: _____

"**POST**"
PENINSULA OPEN SPACE TRUST, a California non-profit public benefit corporation

By: DocuSigned by: Gordon Clark BCC7B8B2062743A...
Gordon Clark
President

Date: 4/9/2026

"VERDANTIS LLC", a California limited liability company

By: DocuSigned by: Gordon Clark BCC7B8B2062743A...

Name: Gordon Clark

Title: Manager

Date: 4/9/2026

Docusign Envelope ID: B96F0827-684E-86E1-8376-B5244BDA55A4

EXHIBIT C

RECORD WITHOUT FEE UNDER CALIFORNIA GOVERNMENT CODE SECTION 6103

Recording requested by, and
when recorded, return to:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose Ca 95118

Space above this line for Recorder's use

APN: 810-37-005, 810-37-007, 810-38-002, 810-38-017, 810-83-014, and 810-83-015

MEMORANDUM OF UNRECORDED AGREEMENT

This Memorandum of Unrecorded Agreement ("Memorandum"), dated as of _____, is recorded to provide notice of an agreement between Santa Clara Valley Water District, a California special district ("Valley Water"), Peninsula Open Space Trust, a California nonprofit public benefit corporation ("POST"), and Verdantis LLC, a California limited liability company ("Verdantis"). Valley Water, POST, and Verdantis are collectively known as the "Parties".

RECITALS

A. The Parties have executed the Grant Agreement for Funding Acquisition of Real Property (Sargent Ranch) Agreement, dated January 27, 2026, as amended on _____ (the "Agreement"). Under the Agreement, Valley Water granted POST and Verdantis certain funds for the acquisition of real property as described in that certain grant deed _____ recorded on _____, as _____ in the Official Records of Santa Clara County, California (the "Property"). The Property covers the area that is more particularly described in the attached Exhibit A incorporated by reference.

B. Under the terms of the Agreement, Valley Water reserved certain rights with respect to the Property. POST and Verdantis are required under the terms of the Agreement to execute this Memorandum to provide constructive notice to all third parties of certain of rights reserved by Valley Water under the Agreement.

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NOTICE

1. The Property (including any portion of it or any interest in it) may not be sold or exchanged without the prior written approval of Valley Water, provided that such approval shall not be unreasonably withheld as long as the purposes for which the funds were awarded are maintained.

2. For additional terms and conditions of the Agreement, reference should be made to the Agreement which is on file with Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118.

"**POST**"
PENINSULA OPEN SPACE TRUST, a
California non-profit public benefit corporation

By: DocuSigned by: Gordon Clark BCC7B8B2062743A...
Gordon Clark
President

"VERDANTIS LLC", a California limited liability company

By: DocuSigned by: Gordon Clark BCC7B8B2062743A...
Name: Gordon Clark
Title: Manager
Date: 4/9/2026

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SANTA CLARA VALLEY WATER DISTRICT

GRANT AGREEMENT FOR FUNDING ACQUISITION OF REAL PROPERTY (SARGENT RANCH)

This Grant Agreement for Funding Acquisition of Real Property (Agreement), effective January 27, 2026, is entered into by and between the Santa Clara Valley Water District, a California special district (Valley Water), and Peninsula Open Space Trust, a California nonprofit public benefit corporation (POST), in accordance with Valley Water's Safe, Clean Water and Natural Flood Protection Program's Project D7: Partnerships for the Conservation of Habitat Lands (Project D7). Valley Water and POST may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement provides for funding from Valley Water towards the acquisition of 2184.41 acres of property commonly known as a portion of Sargent Ranch (Property) in fee simple title by the POST (Project).

RECITALS

WHEREAS, Valley Water's mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy;

WHEREAS, In November 2012, the voters of Santa Clara County passed Measure B establishing a special tax to fund the Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program). In November 2020 the voters of Santa Clara County passed Measure S renewing the special tax until ended by voters;

WHEREAS, The renewed Safe, Clean Water Program special tax provides funding for activities consistent with this Project D7: Partnerships for the Conservation of Habitat Lands, focused on restoring wildlife habitat and providing open space;

WHEREAS, POST submitted a funding request to Valley Water for its Project to carry out acquisition of the Property, which is anticipated to close on or before January 29, 2026;

WHEREAS, Valley Water will contribute Safe, Clean Water funds after said closing by POST in accordance with this Agreement pursuant to Priority D: Restore Wildlife Habitat and Provide Open Space;

WHEREAS, Safe, Clean Water funds allocated pursuant to this Agreement will further Valley Water's efforts to achieve the Project D7 key performance indicator #1 (Provide up to $8 million per 15-year period for the acquisition or enhancement of property for the conservation of habitat lands);

WHEREAS, The Property is located entirely within the Juristac Tribal Cultural Landscape, a complex of interconnected Indigenous sacred sites, village sites and elements such as specific springs, waterways, plant populations and landscape features associated with traditional cultural and spiritual practices. Juristac is considered by the Amah Mutsun Tribal Band to be a place of great spiritual power and was the location of the tribe's most important ceremonies for healing and renewal.

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WHEREAS, the Property is a critical landscape linkage for wildlife that is widely recognized in the conservation community and the property is known for its scenic beauty and unique natural features such as its tar springs, live oak trees, and free-flowing streams.

WHEREAS, Valley Water has developed funding criteria for the allocation of Project D7 funds that will help achieve its Safe, Clean Water Project D7 objectives; ensure that the allocation protects, enhances, and restores natural resources in Santa Clara County, contributes to the recovery of special status species, coordinates regional mitigation or conservation projects to create larger, less fragmented conservation lands that are more beneficial for wildlife and/or may fulfill a portion of Valley Water's responsibilities to the Santa Clara Valley Habitat Plan, and addresses climate change such as habitat fragmentation and biodiversity loss by conserving and restoring habitat land;

WHEREAS, POST seeks to conserve habitat lands by acquiring the Property; which substantially meets the funding criteria;

NOW THEREFORE, for good and valuable consideration, which the Parties acknowledge is sufficient, the Parties agree as follows:

SECTION 1. RECITALS

The recitals set forth above are incorporated herein.

SECTION 2. PROJECT FUNDING

2.1 Valley Water shall provide to the POST Safe, Clean Water and Natural Flood Protection Program's Project D7 funds of up to $3,950,000 (Grant Funds), upon and subject to the terms and conditions of this Agreement towards the acquisition of fee simple interest in the Property, which comprises approximately 2184.41 acres of land known as a portion of Sargent Ranch at APNs 810-37-005, 810-37-007, 810-38-002, 810-38-017, 810-83-014, and 810-83-015 and is more particularly described in the legal description attached hereto as Exhibit A.

2.2 The Grant Funds shall be used only for the purpose of POST's acquisition of fee simple title of the Property. Exhibit A provides a description of how the Property meets Valley Water's funding criteria for the allocation of Safe, Clean Water and Natural Flood Protection Program's Project D7 funds.

2.3 POST covenants and agrees that if Valley Water disburses the Grant Funds to POST, the Property shall be held and used for the conservation of habitat lands as well as protection of cultural resources and land for tribal activities, stewardship, education and related facilities.

SECTION 3. EFFECTIVE DATE AND TERM OF AGREEMENT

The term of this Agreement shall begin on the date it is fully executed and shall end on July 30, 2030 subject to the provisions of Section 12 herein.

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SECTION 4. CONDITIONS OF GRANT

Valley Water's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfaction of all of the following conditions precedent:

4.1. POST shall acquire the Property from a willing seller for a purchase price that does not exceed ten percent (10%) above the fair market value of the Property, as established by an appraisal that is conducted by an appraiser who is duly licensed California's Business and Professions Code. The appraisal shall be prepared pursuant to the Uniform Standards of Professional Appraisal Practice ("USPAP"). The appraisal shall become part of the Project file maintained by Valley Water and shall be retained for no less than three years from the date of value.

4.2. POST shall have secured all acquisition funds beyond those granted under this Agreement that are/were needed for POST to complete the acquisition of the Property in fee title.

4.3. The acquisition of the Property must be fully completed by January 30, 2026, or unspent funds will revert to Valley Water.

4.4 POST shall record or cause to be recorded a Notice of Unrecorded Agreement (the "Notice"), incorporating by reference this Agreement and giving public notice that POST received funds under this Agreement in order to assist POST in acquiring the Property and that, in consideration for the receipt of the Grant Funds, POST has agreed to the terms of this Agreement. The Notice shall be in the form of Exhibit C and shall be recorded after POST has received funds under this Agreement.

SECTION 5. DISBURSEMENT PROCEDURE

5.1. Except as provided in Section 7, upon satisfaction of all of the above Conditions of Grant in Section 4, POST shall request disbursement of the Grant Funds by sending a letter to Valley Water ("Disbursement Request"). The Disbursement Request shall be signed by an authorized representative of POST and shall contain all of the following:

a. Name and address of POST;

b. Project Name;

c. Dollar amount and purpose of disbursement;

d. Bank account information and wiring instructions to which the Grant Funds will be disbursed.

e. Documentation that demonstrates to the satisfaction of Valley Water, that POST has satisfied the requirements of Section 4, including but not limited to, the Notice, a conformed copy of the recorded deed(s), with all recording information, as well as a copy of the final closing or settlement statement and the

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title insurance policy insuring POST as the owner of fee simple title to the Property.

5.2. After receipt of the Disbursement Request, Valley Water shall verify whether POST has complied with the requirements of Section 4, and following such verification shall disburse the Grant Funds directly into an account designated by POST.

SECTION 6. POST's COVENANTS

In consideration of Valley Water's disbursement of the Grant Funds, POST hereby covenants and agrees as follows:

6.1. The Grant Funds shall be used as purchase money only, which excludes escrow and title fees and any other fees and costs incurred to accomplish the transaction and the conveyance and acquisition of the Property.

6.2. The Property shall be held, used, or transferred only in a manner that is consistent with this Agreement, including the funding criteria for the allocation of Project D7 funds referred to in Recital G above.

6.3. POST shall recognize the cooperative nature of the acquisition and shall provide credit to Valley Water on signs, demonstrations, promotional materials, advertisements, publications, or exhibits prepared or approved by POST referencing the Project. Subject to the mutual agreement of Valley Water and POST regarding text, design, and location, POST shall post sign(s) on the Property to indicate the participation of Valley Water in POST's purchase of the Property; *provided however,* that the sign(s) shall display Valley Water's renewed Safe, Clean Water Program logo, as shown on Exhibit-B.

6.4. The Property (including any portion of it or any interest in it) shall not be sold, transferred, exchanged, or otherwise conveyed without the written approval of Valley Water. Such approval shall not be unreasonably withheld as long as the Property shall continue to be held and used only in a manner consistent with this Agreement, including the funding criteria for the allocation of Project D7 funds referred to in Recital G above, and each successor-in-interest assumes and agrees in writing, in a form acceptable to Valley Water, to be bound by the terms, covenants, and conditions of this Agreement. The Parties acknowledge POST's partnership with the Amah Mutsun Land Trust (AMLT), and POST's intent to transfer the Property to the AMLT. Valley Water will consider any potential future transfer of the Property to the AMLT subject to the AMLT's assumption and agreement to be bound by the terms, covenants, and conditions of this Agreement.

6.5. The Property may not be used as security for any debt without the written approval of Valley Water, which approval shall not be unreasonably withheld.

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6.6. POST shall provide to Valley Water copies of documents related to the closing of the above transaction as requested by Valley Water. These documents shall become part of the Project file maintained by Valley Water.

6.7. At the request of Valley Water, not less than once in any period of three calendar years, POST shall allow designated staff of Valley Water to access the Property, accompanied by a POST-designated tribal/cultural resource guide, to assess compliance with the terms, covenants and conditions of this Agreement. These rights are separate and independent of Valley Water's rights to access the Property for purposes of scientific surveys or research as set forth in Section 6.10 below.

6.8. Valley Water shall be notified of events, opening ceremonies, or ribbon cuttings, associated with the acquisition for inclusion and representation by Valley Water. Invitation will include a speaking role for members of Valley Water's Board of Directors.

6.9 Valley Water shall have access to the Property for the purpose of providing scientific surveys or research upon approval by POST, which approval shall not be unreasonably withheld, but will be subject to consultation with the Amah Mutsun Tribal Band to ensure that tribal/cultural resources and uses are not negatively impacted. Valley Water shall provide POST with written notice prior to conducting any surveys or research including the nature of the survey or research, the proposed methods to be used, and a plan for tribal consultation.

SECTION 7. BREACH AND DEFAULT

7.1. In the event of a breach of any of the terms, covenants or conditions of this Agreement, Valley Water shall give written notice to POST describing the breach. Notice shall be addressed to POST at POST's address for notices set forth in this Agreement.

7.2. If POST does not cure the breach within 90 days of the date a notice of breach is given or, if the breach is not curable within said 90-day period, POST does not commence the cure within the 90-day period and diligently pursue it to completion, then POST shall be in default ("Default") under this Agreement.

7.3. POST shall also be in Default under this Agreement upon the discovery that information given to Valley Water by or on behalf of POST under or in connection with obtaining this Agreement was materially false or misleading. Notice of a Default under this Section 7.3 shall be given in accordance with Section 7.1.

SECTION 8. REMEDIES

In the event of a Default under this Agreement, in addition to any and all remedies available at law or in equity, Valley Water may seek specific performance of this Agreement. POST agrees that payment by POST to Valley Water of an amount equal to the Grant Funds disbursed under this Agreement would be inadequate compensation to Valley Water for any Default because the benefit to be derived by Valley Water from full compliance by POST with the terms of this Agreement is the purposes of restoring wildlife habitat and providing open space as well as

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protection of cultural resources and land for tribal activities, stewardship, education and related facilities.

SECTION 9. RELATIONSHIP OF PARTIES.

The Parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the Parties as joint venturers, partners, agents, a joint enterprise, employer-employee, lender-borrower or contractor of each other. Neither Party shall have any authority to employ any person as employee or agent on behalf of the other for any purpose.

No Party, nor any person using or involved in or participating in any actions or inactions relating to this Agreement, shall be deemed an employee or agent of the other, nor shall any such person or entity represent himself, herself or itself to others as an employee or agent of the other.

SECTION 10. ASSIGNABILITY.

Neither Party shall assign or transfer any interest in this Agreement nor the performance of any obligations hereunder, without the prior written consent of the other Party, and any attempt by either Party to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

SECTION 11. NONDISCRIMINATION.

In the performance of the Agreement, POST will comply with all applicable federal, state, local laws and regulations, and will not discriminate 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.

SECTION 12. TERMINATION.

Prior to Valley Water's disbursement of the Grant Funds, either party shall have the right to terminate this Agreement, without cause, by giving not less than thirty calendar (30) days' written notice of termination to the nonterminating Party.
If either Party fails to perform any of its material obligations ("material breach") under this Agreement, in addition to all other remedies provided by law, the Party claiming material breach may terminate this Agreement immediately upon written notice. The thirty-day notice requirement set forth in this section 12 above shall not apply for any such for-cause terminations.

POST's Executive Officer is empowered to terminate this Agreement on behalf of POST. Valley Water's Chief Executive Officer is empowered to terminate this Agreement on behalf of Valley Water.

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SECTION 13. AUDIT

POST shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Valley Water. During such time, POST shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Valley Water shall be borne by POST. The audit shall be confined to those matters connected with this Agreement.

SECTION 14. GOVERNING LAW.

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement and the transactions contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the State of California. Any suit or proceeding relating to this Agreement, including mediation or other alternative dispute resolution proceedings, shall be brought only in Santa Clara County, California. EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN SANTA CLARA COUNTY, CALIFORNIA.

SECTION 15. INDEMNIFICATION

POST shall indemnify, protect and hold harmless Valley Water and its directors, officers, agents, and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, "Claims") arising out of, connected with, or incident to this Agreement or the acquisition, ownership, use, management, operation or maintenance of the Property, except that POST shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.

SECTION 16. WAIVER.

Valley Water and POST agree that waiver by either party of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by either Party of the performance of any Agreement terms or conditions, in whole or in part, shall not be deemed to be a waiver of any other term or condition, in whole or in part, of this Agreement.

SECTION 17. NOTICES.

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed postage prepaid, or electronically provided, and return receipt requested, addressed to the respective parties as follows:

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To POST:

President
Peninsula Open Space Trust
222 High Street
Palo Alto, CA 94301
Email: transactions@openspacetrust.org

To Valley Water:

Santa Clara Valley Water District
Melanie Richardson, P. E., Interim Chief Executive Officer
5750 Almaden Expressway San Jose, CA 95118
MRichardson@valleywater.org

With copy to:
Santa Clara Valley Water District
Lisa Bankosh, Assistant Operating Officer
5750 Almaden Expressway San Jose, CA 95118
LBankosh@valleywater.org

With copy to:
Santa Clara Valley Water District
Clerk of the Board
5750 Almaden Expressway San Jose, CA 95118
clerkoftheboard@valleywater.org

SECTION 18. NO THIRD-PARTY RIGHTS.

The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

SECTION 19. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the Parties as to the specific subject matter contained herein. In the event the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this Agreement, the terms specified in the body of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of both Parties to this Agreement.

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SECTION 20. SIGNATURES; COUNTERPARTS.

This Agreement may be executed in several counterparts, and all such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Facsimile or electronic signatures shall have the same legal effect as original or manual signatures if followed by mailing of a fully executed original to both Parties.

SECTION 21. CONSTRUCTION; NEGOTIATED TERMS.

This Agreement shall not be construed as if it had been prepared by any one of the Parties, but rather as if both Parties have prepared it. Each Party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each Party has obtained such advice as each Party deems appropriate. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professionals participated in the preparation of this Agreement.

SECTION 22. PARTIAL INVALIDITY OR ILLEGALITY.

If any provision of this Agreement, or the application of it to any person or circumstances, shall to any extent be invalid, void, or unenforceable, the remainder of this Agreement, or the application of this provision to any person or circumstances other than those as to which it is invalid, void or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law except where such illegal, invalid, void or unenforceable provision is material to the Agreement in which case this Agreement shall be void.

SECTION 23. CAPTIONS.

The captions in this Agreement are inserted for convenience of reference and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

SECTION 24. AUTHORITY.

Each Party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf.

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IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

APPROVED AS TO FORM:

Signed by:
Edward Ruiz
D438823FB8B242B...

E. Ray Ruiz
Assistant District Counsel

"**SANTA CLARA VALLEY WATER DISTRICT**", a special district

Signed by:
Melanie Richardson
F08F305217A24A4...

By: _____
MELANIE RICHARDSON, P.E.
Interim Chief Executive Officer

"**POST**"
PENINSULA OPEN SPACE TRUST, a California non-profit public benefit corporation

DocuSigned by:
Gordon Clark
BCC7B8B20627434A...

By: _____ 12/22/2025
Gordon Clark
President

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EXHIBIT-A

Legal Description of Property:

PARCEL ONE:

Situate in the County of Santa Clara, State of California, and

Being a portion of Parcel One as said parcel is conveyed to DACA SR Pt Loma, LLC by GRANT DEED, recorded January 08, 2016 at 08:27 am in Document 23192117 of Official Records of Santa Clara County, said portion of Parcel One more particularly described as follows:

Lot 4 of the Partition of the Rancho Juristac or La Brea by order of the Superior Court in the County of Santa Clara dated December 3, 1880, allotted to James P. Sargent, Bradley V. Sargent, Roswell C. Sargent, and Jacob L. Sargent, delineated on the Partition Map attached thereto and described as follows, in the Partition Decree recorded December 18, 1880 in Book "I" of Miscellaneous Records, Page 191, Santa Clara County Records, viz:

BEGINNING at a point in the center of the channel of Pescadero Creek upon the Eastern boundary of the Rancho Salsipuedes as patented by the United States, from which point a witness post 4 inches square painted white, marked W.P., standing on the left or East bank of said creek, bears East 44 links, and a live oak tree 2-1/2 feet diameter, marked B.T.J., bears North 24 1/2° East 42 links, and a live oak tree 10 inches diameter, marked B.T.J., bears South 84° East 27 links, this point being the S.W. Comer of Lot No. 1 of this subdivision; thence East 339.44 chains to a post, marked Sin the track of the County Road leading from Gilroy to San Juan on the West boundary of Lot No. 3 of this subdivision, from which a witness post 4 inches square, painted white, bears West 1.10 chains; thence along said road, South 10° 20' West 6.80 chains to a post marked S.C.2; thence South 13° 20' East 3.33 chains to a post marked S.C.l, from which a witness post 4 inches square, painted white, standing at the fence on the East side of said road, bears East 56 links; thence leaving said road and along the South line of said Lot No. 3, East
62.72 chains to a post marked S.C. standing in the willows at the Southeast comer of said Lot No. 3; thence North 15° 50' East 41.74 chains, to post marked J. No. 5. L.A. 3. at a comer of the Rancho Juristac and the Rancho Las Animas as patented by the United States; thence along the boundary of said ranchos, South 63° 15' East 97 chains to the center of the Pajaro River at the Southeast corner of the said Rancho Las Animas; thence down the channel of said river following its meanderings, it being the boundary of the Rancho Juristac as patented by the United States, to the mouth of the Pescadero Creek; thence up the center of the channel of said creek, which is the boundary of the Rancho Jusistac as patented by the United States, to the Southwest comer thereof; thence leaving said creek, North 4.75 chains to a post at the Southwest comer of the Northwest Quarter of Section 1, Township 12 South, Range 3 East; thence West to the East line of the Rancho Salsipuedes as patented; thence along said line, North 27° West to a post marked S on the West or Right bank of the said Pescadero Creek, opposite the Tar Springs and the house formerly occupied by Riley; thence into and up the channel of said Pescadero Creek, which is the Eastern boundary of said Rancho Salsipuedes, to the PLACE OF BEGINNING.

Containing (approximately) 7,233.90 acres, the same being designated on said map as Lot No. 4.

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TOGETHER WITH nonexclusive easements appurtenant to potions of said Parcel One for ingress, egress, and access to and from the dominant tenement, as described in the Grants of Easement by CSY Sargent Ranch, L.P. to Fivestar Commerce, Inc. and Sun and Sons Limited Partnership, recorded March 4, 1998 as Instrument No. 14080353 and 14080354, Official Records of Santa Clara County.

EXCEPTING THEREFROM those portions thereof within the area described as a strip of land one hundred feet wide lying equally on each side of the located line of the Pajaro Branch of the Southern Pacific Railroad Company's Railroad, where the same is located through the Juristac Rancho, so called, and running entirely across said Rancho, a distance of 27,977 feet and containing an area of 64.22 acres, more or less, title to which was granted by J.P. Sargent, R.C. Sargent, J.S. Sargent, and B.V. Sargent to the Southern Pacific Railroad Company by deeds dated October 30, 1872 and April 9, 1873, recorded May 28, 1873 and May 10, 1873, respectively, in Book 27 of Deeds, Pages 562 and 565, Santa Clara County records.

ALSO EXCEPTING THEREFROM those portions thereof within the area described as a strip or tract of land one hundred feet wide lying equally on each side of the located line of the Pajaro Branch of the Southern Pacific Railroad Company's Railroad, where the same is located on the northerly side of the Pajaro River, a distance of 1,720 feet and containing an area of 3.94 acres, more or less; also so much land in addition to the foregoing and lying on the northerly side of the same as will include all the slopes and side cuts on the hill sides be the same more or less, title to which was granted by Fernando R. Farman to the Southern Pacific Railroad Company by deed dated December 13, 1872, recorded February 1, 1873 in Book 16 of Deeds, Page 483 and recopied in Book 16 of Deeds, at Page 239 Santa Cruz County records.

ALSO EXCEPTING THEREFROM those portions thereof within the area described as a strip of land 60 feet in width lying equally on each side of the center line of a spur-track as now located having its initial point in the main line of the railroad track of the party of the second part between Sargent's and Chittenden's Stations at Engineer's Station 308+24; running thence in an Easterly direction to the center of the Pajaro River, a total distance across the lands of the party of the first part of 850 feet, more or less, and containing 1.2 acres, more or less, title to which was granted by J.P. Sargent to the Southern Pacific Railroad Company by deed April 30, 1896, recorded May 12, 1896 in Book 191 of Deeds at Page 201, Santa Clara County Records.

ALSO EXCEPTING THEREFROM that certain parcel of land as described in the Indenture, granted by J.P. Sargent Estate Company to the Southern Pacific Railroad Company by deed dated December 12, 1916, recorded January 12, 1917 in Book 451 of Deeds at Page 577, Santa Clara County records.

ALSO EXCEPTING THEREFROM those eight parcels or portions thereof containing (in the aggregate) 21.881 acres, more or less, described in the Grant by Agnes C. Sargent, et al, to Southern Pacific Railroad Company recorded January 13, 1931, in Book 546, Page 489, Official Records of Santa Clara County, and in Book 187, Page 264, Official Records of Santa Cruz

County, upon the terms thereof and subject to the conditions and reservations set forth therein and in the agreement made by and between said parties July 8, 1930, recorded January 13, 1931 in Book 549, Page 249, Official Records of Santa Clara County, and January 20, 1931 in Book 194, Page 59, Official Records of Santa Cruz County.

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ALSO EXCEPTING THEREFROM those portions thereof described in the Grants to the State of California for State Highway and/or Freeway purposes, upon the terms thereof and subject to conditions and reservations as set forth therein, recorded January 9, 1941 in Book 1018, Page 321; and August 25, 1954, in Book 2945, Page 644; and in Book 2946, Pages 3 and 11; and
October 27, 1969 in Book 8714, Pages 694,698, 702, and 707, Official Records of Santa Clara County.

ALSO EXCEPTING THEREFROM those portions thereof described as Lot 1, Lot 2 and Lot 3 after Lot Line Adjustment in the Certificate of Compliance No. 6133-78-08-97LA, recorded February 12, 1998, Document No. 14052603 and February 17, 1998, as Document No. 14057454, Official Records of Santa Clara County.

IN ADDITION THERETO two of the five parcels ofland described as follows in the deed by Southern Pacific Railroad Company to Agnes C. Sargent recorded January 9, 1931 in Book 553, Page 63 Official Records of Santa Clara County, viz:

Parcel "A": BEGINNING at a point which bears South 5° 51' 30" West a distance of 13,736.2 feet from a concrete monument on the northerly line of the lands of the Sargent Estate distant 3.0 feet Westerly measured along said Northerly line from the Easterly line of the County Highway between Gilroy and Sargent, said point being a point in the Westerly line of the Southern Pacific Railroad Company's Right of Way acquired from J.P. Sargent by deed dated October 30, 1872 and recorded May 10, 1873 in Book 27 of Deeds, Page 562, records of Santa Clara County, distant 50.0 feet Westerly measured at right angles from the point known as Engineer's Station 271+43.3; thence South 7° 48' 15" West a distance of 146.5 feet to a point; thence on the arc of a curve concave to the left having a radius of 1448.1 feet (tangent to said curve at the last mentioned point bears South 20° 02' 55" West) an arc distance of 608.9 feet to a point (tangent to last mentioned curve at last mentioned point bears South 4° 04' 35" East); thence South 8° 04' 45" West a distance of 146.5 feet to a point in said Westerly Right of Way line; thence along said Westerly Right of Way line North 5° 44' 45" West a distance of 100 feet to point; thence continuing along said Westerly Right of Way line on the arc of a curve concave to the right having a radius of 1482.5 feet (tangent to said curve at the last mentioned point is the last mentioned course) an arc distance of 710.7 feet to a point; thence continuing along said Westerly Right of Way line tangent to last mentioned curve at the last mentioned point North 21° 43' 15" East a distance of 100 feet to the POINT OF BEGINNING.

Parcel "B": COMMENCING at said stake where the Easterly boundary line of the Las Aromitas Y Agua Caliente Rancho intersects the center line of the Pajaro River; thence North 34° 50' 30" West along said Easterly boundary line of said Rancho, a distance of 111.5 feet to a point; thence North 89° 45' 30" East, a distance of 1342.5 feet to a point; thence South 79° 12' 45" East a distance of 492.3 feet to a point in the Southerly line of the Southern Pacific Railroad Company's Right of Way as acquired from J.P. Sargent by deed dated October 30, 1872, recorded May 10, 1873, in Book 27 of Deeds, Page 562, records of Santa Clara County, said point being the POINT OF BEGINNING of the parcel ofland to be described; thence South 79° 12'45" East, a distance of 256.2 feet to a point; thence South 70° 36' East a distance of 450 feet to a point; thence South 68° 02'30" East a distance of 296.3 feet to a point; thence South 55° 37' 30" East a distance of 954.2 feet to a point; thence on the arc of a curve concave to the left having a radius of 1482.5 feet (tangent to said curve at the last mentioned point is the last described course) an arc distance of 466.6 feet to a point

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in said Southerly line of said Right of Way (tangent to said curve at last mentioned point bears South 73° 39' 30" East); thence along said Southerly line of said Right of Way in a Northwesterly direction on the arc of a curve concave to the right (tangent to said curve at last mentioned point bears South 73° 39' 30" East) having a radius of 2914.8 feet an arc distance of 658.8 feet to a point; thence continuing along said Right of Way line tangent to last mentioned curve at last mentioned point North 60° 42' 30" West a distance of 850 feet to a point; thence continuing along said Right of Way line on the arc of a curve concave to the left having a radius of 5679.6 feet (tangent to said curve at the last mentioned point is the last described course) an arc distance of 793.0 feet to a point; thence continuing along said Right of Way line tangent to last mentioned curve at the last mentioned point North 68° 42' 30" West a distance of 101.3 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM all lands lying westerly of the line between Range 3 East and Range 4 East, Mount Diablo Meridian, said Range Line also being the common boundary line of Santa Cruz County and Santa Clara County, as exists in 2025.

ALSO EXCEPTING THEREFROM all of Section 6, Township 12 South, Range 4 East, Mount Diablo Meridian, lying North of Lot No. 45, lying within the Juristac Rancho in Township 12 South, Range 4 East, Mount Diablo Meridian, as patented on November 13, 1871.

ALSO EXCEPTING THEREFROM all of Section 30, Township 11 South, Range 4 East, Mount Diablo Meridian, lying Southerly of the Northerly line of said Lot 4.

ALSO EXCEPTING THEREFROM all of Section 31, Township 11 South, Range 4 East, Mount Diablo Meridian.

ALSO EXCEPTING THEREFROM the West 1/2 of the West 1/2 of Section 32, Township 11 South, Range 4 East, Mount Diablo Meridian.

PARCEL TWO:

BEING all of the North 1/2 of Section 36, Township 11 South, Range 3 East, Mount Diablo Meridian.

END OF DESCRIPTION

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Summary of how Property meets Valley Water's funding criteria for the allocation of Safe, Clean Water and Natural Flood Protection Program Project D7 funds:

This Agreement will support the second phase of the Sargent Ranch acquisition, encompassing approximately 2,184.41 acres, including the area intended for development as a sand and gravel mine. This acquisition is part of a larger effort, already initiated by POST, to acquire and protect a total of ± 6,764 acres within the *Juristac Tribal Cultural Landscape* and the Southern Santa Cruz Mountains-Gabilan Mountains wildlife linkage area.

The second phase acquisition (2,184.41 acres) supports the protection of the entire Sargent Ranch property, over 5,200 acres of important wildlife habitat, allowing for the permanent protection and enhancement of local ecosystems and watercourses and their ecological functions within Santa Clara County and the Upper Pajaro River watershed. Once all of Sargent Ranch is protected, the property will connect existing protected lands, creating a contiguous block of 9,500 acres within a landscape that otherwise is held in private ownership and vulnerable to development. The conservation of open space lands in this region at this scale will meaningfully reduce the risks of habitat fragmentation and biodiversity loss, advance regional efforts to conserve and recover special-status species such as the South-Central Coast steelhead and contribute to climate resilience in Santa Clara County and the Pajaro River watershed.

Docusign Envelope ID: 8DB00A9D-BA0F-45F4-81D4-675C58CB5FD1

EXHIBIT-B

Valley Water Renewed Safe, Clean Water Program Logo:

YOUR TAX DOLLARS AT WORK

Valley Water

Safe, Clean Water and Natural Flood Protection

Docusign Envelope ID: 8DB00A9D-BA0F-45F4-81D4-675C58CB5FD1

EXHIBIT-C

RECORD WITHOUT FEE UNDER CALIFORNIA GOVERNMENT CODE SECTION 6103

Recording requested by, and when recorded, return to:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose Ca 95118

Space above this line for Recorder's use

APN: 810-37-005, 810-37-007, 810-38-002, 810-38-017, 810-83-014, and 810-83-015

MEMORANDUM OF UNRECORDED AGREEMENT

This Memorandum of Unrecorded Agreement ("Memorandum"), dated as of _____, is recorded to provide notice of an agreement between the Peninsula Open Space Trust (POST), a California Joint Powers Authority, and the Santa Clara Valley Water District, a Special District, created by the California Legislature ("Valley Water").

RECITALS

A. On or about January 27, 2025 POST and Valley Water entered into that certain Agreement (the "Agreement"), pursuant to which Valley Water granted to POST certain funds for the acquisition of real property as described in that certain grant deed_ recorded on _insert recording date_____, as __insert recording file number_ in the Official Records of _Santa Clara_____ County, California (the "Property") The Property covers the area that is more particularly described in the attached Exhibit A incorporated by reference.

B. Under the terms of the Agreement, Valley Water reserved certain rights with respect to the Property.

C. POST is required under the terms of the Agreement to execute this Memorandum to provide constructive notice to all third parties of certain of rights reserved by Valley Water under the Agreement.

NOTICE

1. The Property (including any portion of it or any interest in it) may not be sold or exchanged without the prior written approval of Valley Water, provided that such approval shall not be unreasonably withheld as long as the purposes for which the funds were awarded are maintained.

Docusign Envelope ID: 8DB00A9D-BA0F-45F4-81D4-675C58CB5FD1

2. For additional terms and conditions of the Grant, reference should be made to the Agreement which is on file with _____ (name and address).

Peninsula Open Space Trust

_____

NAME
TITLE
Dated:_____

Docusign Envelope ID: 8DB00A9D-BA0F-45F4-81D4-675C58CB5FD1

EXHIBIT A (OF MEMORANDUM OF UNRECORDED AGREEMENT)

Legal Description of Property:

[TO BE INSERTED]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) SS

On this _____ day of _____, in the year _____, before me

_____, Notary Public personally appeared _____
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer—Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:
_____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer—Title(s): _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:
_____

RIGHT THUMBPRINT OF SIGNER
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Santa Clara Valley Water District

File No.: 26-0054

Agenda Date: 4/28/2026
Item No.: 4.6.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Calabazas Creek Erosion Repair Project, Brannon Corporation, Contractor, Project No. 62084001, Contract No. C0715 (Cupertino, District 5).

RECOMMENDATION:
A. Accept the work on the Calabazas Creek Erosion Repair Project, Project No. 62084001, Contract No. C0715 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder

SUMMARY:
The construction contractor, Brannon Corporation (Contractor), has completed the Calabazas Creek Erosion Repair Project (Project).

Project Background

The Calabazas Creek Rehabilitation Project (Rehabilitation Project), from Miller Avenue to Bollinger Road, within the City of Cupertino was completed in 2024 as one of the high priority capital projects under the Watersheds Asset Rehabilitation Program (WARP).

Following the first storm of the season, after the completion of the Rehabilitation Project, regulatory agencies and the Santa Clara Valley Water District (Valley Water) staff conducted a site walk to gauge the conditions of the rehabilitated creek. Several deficiencies were identified, including toe and bank erosion, at transition locations between the improved and unimproved channel length of the Rehabilitation Project.

Repair of these deficiencies was needed and required by the regulatory agencies to prevent further erosion from continuing along the slopes and compromising the rehabilitated channel.

The Project scope of work entails repair and stabilization of channel banks that are eroding at four locations through the installation of rip-rap (two locations) or grouted rip-rap (two locations). The

Project aimed to minimize future bank failures, minimize impacts to water quality and riparian habitat associated with the bank erosion, add additional native vegetation, reduce the need for on-going maintenance, and continue to provide existing flood protection level of service to the community.

Relevant Prior Board Actions

On September 14, 2021, the Board adopted and certified the Final Mitigated Negative Declaration (FMND) for the Rehabilitation Project.

On March 22, 2022, the Board adopted the plans and specifications and authorized advertisement for the bids for the Rehabilitation Project.

On May 20, 2022, the Board awarded the construction contract for the Rehabilitation Project to Granite Construction Company.

On November 26, 2024, the Board accepted the work as complete and directed the Clerk to file the notice of completion of contract and acceptance of work for the Rehabilitation Project.

On May 27, 2025, the Board adopted plans and specifications and authorized advertisement for bids for construction of the Project.

On July 8, 2025, the Board received report of bids; awarded the Project construction contract to the Contractor, in the sum of $1,148,268; approved a 15 percent contingency sum of $172,240; and authorized the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Contract Change Orders

Four (4) contract change orders totaling a net reduction in the contract amount of $124,416.15 were executed for this contract to address Valley Water requested changes, unforeseen site conditions, and credits back to the contract for reduction of contract work and unused supplemental work.

These changes included:

A. $17,906.85 for additional Valley Water -requested changes, which included planting, root protection, irrigation and tree removal.

B. $20,000.00 for additional work required to address unforeseen site conditions, which included excess soil removal.

C. <$162,323.00> credits for reduction of contract work for rock slope protection, and unused supplemental work for winterization.

Table 1 presents a summary of the construction contract and contingency amounts associated with the Project.

TABLE 1

SUMMARY OF CONSTRUCTION CONTRACT AND CONTINGENCY AMOUNTS

	Contract Amount	Contingency Amount Remaining
Original Contract	**$1,148,268.00**	**$172,240.00**
Change Order No. 1 (Staff Approved)	$16,541.80	$155,698.20
Change Order No. 2 (Staff Approved)	$1,365.05	$154,333.15
Change Order No. 3 (Staff Approved)	$20,000.00	$134,333.15
Contingency Amount Spent on CO Nos. 1-3 and Remaining	**$37,906.85**	**$134,333.15**
Change Order No. 4 Final (Staff Approved Net Credit)	<$162,323.00>	$134,333.15
Reduced Contract Amount with Credit from CO No. 4	**$985,945.00**	
Final Contract Amount and Remaining Contingency	**$1,023,851.85**	**$134,333.15**

Acceptance of the Work and Recording Notice of Completion of Contract

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

Construction Contract Retention

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

Santa Clara Valley Water District (Valley Water) is currently withholding retention funds totaling five percent (5%) of the contract items ($51,192.59) in accordance with the Public Contract Code. Per the construction Contract Documents, Valley Water is required to release retention funds associated with the contract 35 days after recording the Notice of Completion of Contract and Acceptance of Work, subject to any withholds required by law or the contract.

Total Project Expenditures

As indicated in the Summary of Construction Contract and Contingency Amounts (Table 1), the

original contract amount of $1,148,268.00 decreased by $124,416.15 to $1,023,851.85, which is a decrease of approximately 10.8 percent.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with this item. This action is unlikely to or will not result in adverse impacts.

FINANCIAL IMPACT:
The Calabazas Creek Erosion Repair Project is included under the Watersheds Asset Rehabilitation Program (WARP), Project No. 62084001, and is included in the Capital Improvement Program (CIP) FY 2026-30 Five-Year Plan and in the FY 2025-26 Adopted budget. Total financial costs were detailed in previous sections of the agenda memo.

Transfer of Remaining Balances

The original contract amount of $1,148,268.00, combined with the Board-approved contingency encumbrance of $172,240, totals $1,320,508 for construction of the Project. The total final expended amount for the construction of the Project is $1,023,851.85. Upon completion and close-out of Contract No. C0715 any remaining balance will be released to WARP (Project No. 62084001) project reserves. The Project is funded by the Watersheds Stream Stewardship Fund (Fund 12).

CEQA:
Valley Water is the lead agency under the California Environmental Quality Act for implementation of the Project.

On September 14, 2021, the Board adopted and certified the Final Mitigated Negative Declaration (FMND) for the Rehabilitation Project. The proposed scope of work and impact is part of the project described in the FMND and all mitigation measures identified in the MND will be implemented.

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

UNCLASSIFIED MANAGER:
Bhavani Yerrapotu, 408-630-2735
Emmanuel Aryee, 408-630-3074

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

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

When Recorded, Mail to:

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

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN by order of the Board of Directors of Santa Clara Valley Water District, State of California, pursuant to law, that work to be performed under the contract heretofore made and executed by and between Santa Clara Valley Water District, as Owner therein, and **Brannon Corporation, 10492 Dougherty Avenue, Morgan Hill, CA 95037**, as Contractor therein (Contractor), bearing the date **July 8, 2025** for construction of the Calabazas Creek Erosion Repair Project and appurtenant facilities upon lands of said District known as Calabazas Creek situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications, by the Contractor, and the work was accepted by the District's Board of Directors on behalf of the District on April 28, 2026.

That upon said contract, **Everest National Insurance Company, 100 Everest Way, Warren, NJ 07059 (Bond No. ES00021737)** was surety on the bond given by **Brannon Corporation,** the Contractor, as required by law;

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

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

IN WITNESS WHEREOF, pursuant to the order of the Board of Directors made and given on April 28, 2026 authorizing and directing the execution of this instrument, the District has caused these presents to be executed in its name, authenticated by the signature of the Clerk of the Board of Directors on April 28, 2026.

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

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

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

Executed on April 28, 2026, at San Jose, California.

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

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SANTA CLARA VALLEY WATER DISTRICT

RECOMMENDATION OF CONSTRUCTION CONTRACT ACCEPTANCE

In accordance with **Article 11.01.06, Acceptance of Work,** of the contract specifications, a final inspection was conducted on October 23, 2025, for the Calabazas Creek Erosion Repair Project, Contract No. C0715, Project No. 62084001. The Project Completion Letter dated January 8, 2026, indicates that the work was completed in accordance with the requirements of the contract.

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

Recommended By:

Signed by:
Keiron Nawbatt
A153D8EB6D0C4B0...

3/25/2026

Keiron Nawbatt
Associate Engineer
Designated Engineer's Representative

Date

Concurrence:

DocuSigned by:
Bhavani Yerrapotu
468D6D59FDEC458...

3/29/2026

Bhavani Yerrapotu, P.E.
Deputy Operating Officer
Watersheds Design and
Construction Division

Date

Docusign Envelope ID: 1FD85DCB-E4C5-47C0-A548-948CF8DE9F60

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March 30, 2026

Mr. Howard Jones
Brannon Corporation
10492 Dougherty Avenue
Morgan Hill, CA 95037

Subject: Calabazas Creek Erosion Repair Project
Contract No. C0715, Project No. 62084001
Project Completion Letter

Dear Mr. Jones:

In accordance with **Article 11.01.05 Project Completion,** this serves as the Project Completion Letter for the completion of the Calabazas Creek Erosion Repair Project (Project).

A final inspection of the work was performed on October 23, 2025. Completion of all Deficiency List items has been attested to by Valley Water staff.

Valley Water is in receipt of the Project Completion Certification, dated January 8, 2026, from Brannon Corporation.

Therefore, in accordance with **Article 11.01.06 Acceptance of Work,** I will recommend that the Valley Water Board of Directors formally accept the subject contract.

If you have any questions, contact me at, (408) 630-2896 or email at knawbatt@valleywater.org.

Sincerely,

Signed by:
Keiron Nawbatt
A153D8EB6D0C4B0...

Keiron Nawbatt
Associate Engineer
Large Capital Projects Unit

cc: B. Yerrapotu, E. Aryee, H. Angeles, L. Gregory, S. De La O, C. Houston, P. Park, E. Meyer, N. Bullock, H. Ernst, J. Luna, Contract File

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CALABAZAS CREEK
EROSION REPAIR PROJECT

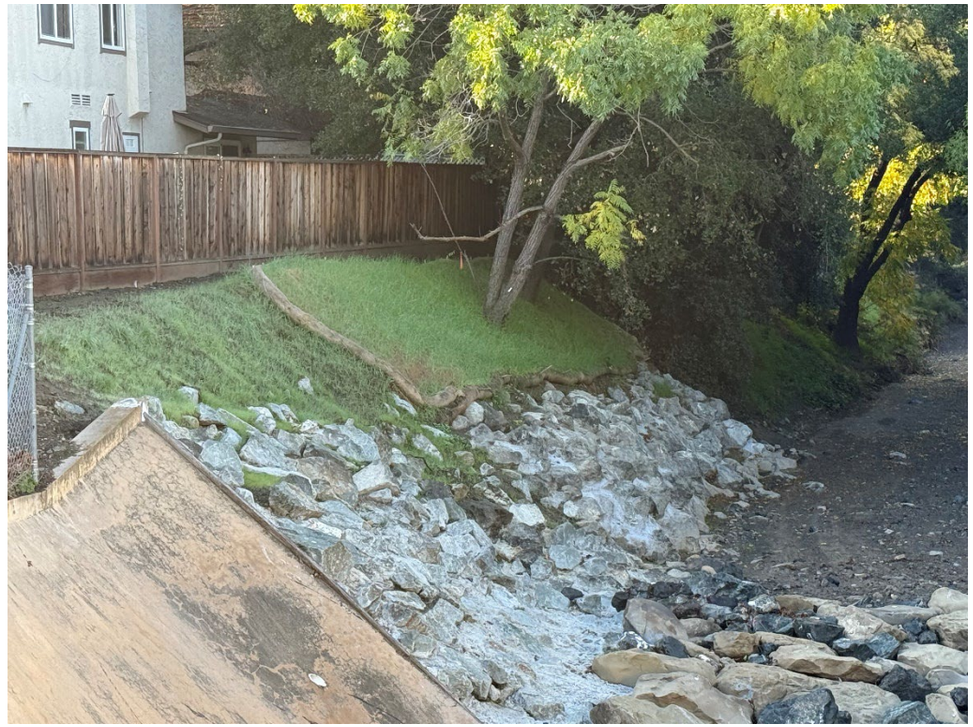
Contract C0715, Project No. 62084001

Construction Photos

Valley Water

Construction Photos





Bank Erosion Repair Work at Site 1 (During and Post Construction)

Construction Photos





Bank Erosion Repair Work at Site 3 (During and Post Construction)

Construction Photos



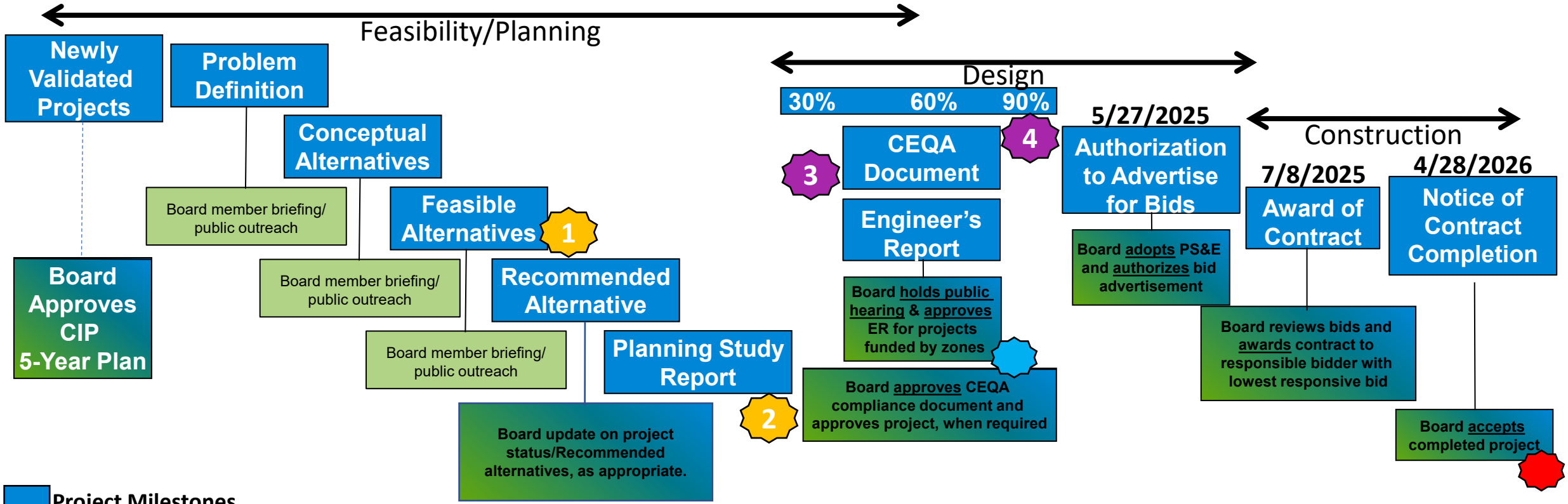


Bank Erosion Repair Work at Site 11 (During and Post Construction)

Calabazas Creek Erosion Repair Project
Project No. 62084001, Contract No. C0715

BOARD ACTION & ENGAGEMENT: CAPITAL PROJECT DELIVERY PROCESS*

* This is an example of the Project Delivery Process that may be followed and may not apply to all capital projects.



- Project Milestones
- Board Member Engagement
- Board Engagement/Action
- Additional Board Engagement Points for Complex Projects
- Additional Board Engagement Points for Operations & Maintenance Impacts
- Board Action: Approval/Adoption of Environmental = Approval of Project
- Staff: Reassess Risk for Remaining Contingency

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Santa Clara Valley Water District

File No.: 26-0247

Agenda Date: 4/28/2026
Item No.: 4.7.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Accept the Work as Complete and Direct the Clerk to File the Notice of Completion of Contract and Acceptance of Work for the Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project, Phase 1 (Milestones 1-3), GSW Construction, Inc., Contractor, Project No. 10394001, Contract No. C0710 (Palo Alto, District 7).

RECOMMENDATION:
A. Accept the work on the Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project, Phase 1 (Milestones 1-3), Project No. 10394001, Contract No. C0710 as complete; and
B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work for Phase 1 (Milestones 1-3) and submit for recording to the Santa Clara County Clerk-Recorder

SUMMARY:
The construction contractor, GSW Construction, Inc. (Contractor), has completed Phase 1 (Milestones 1-3) for the Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project (Project).

Project Background

The Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project (Project) implements improvements to the Palo Alto Flood Basin Tide Gate Structure to address seismic vulnerabilities and extend the existing structure's service life.

The construction contract has phased completion and acceptance of the work, therefore, the Project is being delivered in three phases: Phase 1 (Milestones 1-3), Phase 2 (Milestone 4), and Phase 3 (Milestone 5). Accordingly, this agenda item requests acceptance of only the work of Phase 1. Phases 2 and 3 will be presented to the Board for acceptance upon completion of their respective scopes and milestones.

The primary objective of the Palo Alto Flood Basin Tide Gate Structure (PATG) is to continue protecting residents from coastal flooding and to control downstream water levels for Matadero, Adobe, and Barron Creeks, which all drain to the Palo Alto Flood Basin. Originally built in 1957, the PATG has exceeded its 50-year design life, and the surface of the concrete structure has degraded due to harsh conditions near the San Francisco Bay (Bay). The existing structure is also vulnerable to a large earthquake since seismic codes have changed significantly since 1957.

The PATG is regularly inspected and maintained by the Santa Clara Valley Water District (Valley Water), and the motorized sluice gate is regularly inspected and maintained by the City of Palo Alto.

Project Scope

As part of the FY 2023-2024 Adopted Budget, staff conducted an evaluation to address seismic vulnerabilities and extend the existing structure's service life. As a result, a project scope to seismically retrofit and rehabilitate the existing structure was developed.

Phase 1 (Milestones 1-3) work consists of seismic retrofitting and rehabilitation of the tide gate structure. Work includes installing deep-pile foundations, repairing concrete cracks, applying a polyester concrete overlay to the tide gate deck, installing a new barrier fence to enhance safety for pedestrians and bicyclists, improving access for maintenance work, and hydroseeding and plant installation. Phase 1 (Milestones 1-3) work was completed on February 19, 2026.

The Phase 2 (Milestone 4) work provides the three-year planting establishment period required under the regulatory permit requirements for the Phase 1 improvements. Phase 2 is underway and is scheduled to be completed February 2029.

The Phase 3 (Milestone 5) work addresses Operations and Maintenance group's request to replace six (6) existing hydraulic flap gates identified as degraded during routine maintenance inspections of the structure. Phase 3 is anticipated to occur in September 2026 and is expected to be completed in October 2026. The replacement of hydraulic flap gates is an approved Stream Maintenance Program (SMP) Update 2012-2022 activity and will be funded by the Watershed Asset Rehabilitation Project (WARP), Project No. 62084001.

Combining the Phase 1 (Milestones 1-3) and Phase 3 (Milestone 5) work under the same construction contract provides logistical efficiencies, by reducing the number of work crews in the same area, minimizing potential disruption to publicly accessible recreation areas within the work area, and freeing up internal O&M resources for other critical work activities under one scope of work for construction.

Relevant Prior Board Actions

On January 24, 2012, the Board considered the potential environmental effects of the Stream Maintenance Program Update 2012-2022 as presented in the Final Subsequent Environmental Impact Report (SEIR), and adopted Resolution No. 12-07 certifying the Final SEIR, adopting the Mitigation, Monitoring and Reporting Program (MMRP), Findings of Fact and Statement of Overriding

Considerations, for which the hydraulic flap gate replacement element will be covered.

On April 27, 2021, the Board considered the environmental effects of the PATG Structure Replacement Project (Replacement Project) as discussed in the Final Mitigated Negative Declaration (MND), adopted Resolution No. 21-16 adopting the Final MND and MMRP for the Replacement Project and approved the Project.

On October 22, 2024, the Board considered the First Addendum to the Final MND for the Replacement Project and approved the Modified Replacement Project, which significantly reduced the scope and focused on seismically retrofitting and rehabilitating the existing structure.

On May 27, 2025, the Board adopted the plans and specifications and authorized the advertisement of bids for the Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project.

On August 12, 2025, the Board awarded the construction contract for the Project, which includes work for all three Phases, to GSW Construction, Inc. in the sum of $2,782,645.00; and approved a contingency sum of 15% in the amount of $417,396.75 and authorized the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Contract Change Orders

For Phase 1 (Milestones 1-3) work, one (1) contract change order in the amount of $102,415.00 was executed to address Valley Water's requested changes and credits back to the contract for the following:

A. $2,797.00 for City of Palo Alto utility coordination fees;
B. $2,035.00 to address delays due to bird nesting;
C. $2,233 for concrete corings on top of the tide gate structure;
D. $80,616.00 for unsound concrete rehabilitation;
E. $16,234.00 for additional soil amendment for the planting installation; and
F. ($1,500.00) credits for deductive costs for installation of Cast-In-Drilled-Hole (CIDH) piles

Table 1 presents a summary of the construction contract and contingency amounts associated with completion of Phase 1.

TABLE 1
SUMMARY OF CONSTRUCTION CONTRACT AND CONTINGENCY AMOUNTS

	Contract Amount	Contingency Amount Remaining
Original Contract	**$2,782,645.00**	**$417,396.75**
Change Order No. 1 (Staff Approved)	$102,415.00	$314,981.75
Current Contract Amount and Remaining Contingency after Completion of Phase 1	**$2,885,060.00**	**$314.981.75**

Acceptance of the Work and Recording Notice of Completion of Contract

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

This acceptance of the work applies only to Phase 1 (Milestones 1 through 3) of the Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project. Phase 2 (Milestone 4) and Phase 3 (Milestone 5) remain to be completed. Acceptance of work for Phases 2 and 3 will be presented to the Board at a future date upon completion of their respective scopes of work and achievement of their associated contract milestones.

Construction Contract Retention

California law requires Valley Water to release contract retention in accordance with certain time frames, which will commence upon recording of the Notice of Completion with the Santa Clara County Clerk-Recorder. Interest payment on retention due to the contractor may be avoided by meeting the requisite deadlines.

Valley Water is currently withholding retention funds for Phase 1 (Milestones 1-3) of the Project, totaling five percent (5%) of the contract items ($95,353.73) in accordance with the Public Contract Code. The contract documents stipulate that retention for Phase 1 (Milestones 1-3) work be released after completion of Phase 1 (Milestones 1-3) work. Valley Water is required to release retention funds associated with the contract 35 days after recording the Notice of Completion of Contract and Acceptance of Work, subject to any withholdings required by law or the contract.

Project Expenditures

As indicated in the Summary of Construction Contract and Contingency Amounts (Table 1), as of the Phase 1 (Milestones 1-3) work, the original contract amount of $2,782,645.00 increased by $102,415.00 in approved change orders to $2,885,060.00, which is an increase of approximately 3.7 percent and within the Board approved contingency.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with this item. This action is unlikely to or will not result in adverse impacts.

FINANCIAL IMPACT:
The Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project (Project No.10394001) is included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2026-30 Five-Year Plan and in the FY 2025-26 Adopted Budget. Total financial costs were detailed in previous sections of the agenda memorandum.

Transfer of Remaining Balances

On August 12, 2025, the Board approved the total project construction cost of $3,200,041.75, which includes the original construction contract of $2,782,645.00 and the contingency sum of $417,396.75. Staff approved a change order in the amount of $102,415.00. The current expended amount for the construction of the Project is $2,885,060.00. Any remaining contingency of $314,981.75 will be released to the Watersheds Stream Stewardship Operating and Capital Reserves Fund (Fund 12) upon Project completion and close-out, which is currently planned for FY29.

CEQA:
Valley Water is the lead agency under the California Environmental Quality Act for implementation of the Project. The hydraulic flap gate replacement element of the Project is covered under the Stream Maintenance Program Update (SMP), 2012-2022 as presented in the Final Subsequent Environmental Impact Report (SEIR). The Board adopted Resolution No. 12-07 certifying the SMP Final SEIR, and adopted the Mitigation, Monitoring, and Reporting Program (MMRP) on January 24, 2012.
On April 27, 2021, the Board adopted Resolution No. 21-16, which adopted the Final Mitigated Negative Declaration (MND) and MMRP for the Replacement Project. A Notice of Determination was filed with the State Clearinghouse on April 29, 2021.

On October 22, 2024, the Board considered the First Addendum to the Final MND for the Replacement Project and approved the Modified Replacement Project. Copies of the environmental documents for the modified seismic retrofit project may be accessed at: https://www.valleywater.org/project-updates/palo-alto-flood-basin-tide-gate-structure-replacement-project.

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

UNCLASSIFIED MANAGER:
Bhavani Yerrapotu, 408-630-2735
Emmanuel Aryee, 408-630-3074

Valley Water

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

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

When Recorded, Mail to:

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

Phase 1 (Milestones 1-3)

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN by order of the Board of Directors of Santa Clara Valley Water District, State of California, pursuant to law, that work to be performed under the contract heretofore made and executed by and between Santa Clara Valley Water District, as Owner therein, and **GSW Construction, Inc., 101 The Embarcadero, Suite 123, San Francisco, CA 94105**, as Contractor therein (Contractor), bearing the date **July 28, 2025** for construction of the Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project, Phase 1 (Milestones 1-3), Contract No. C0710, Project No. 10394001, and appurtenant facilities upon lands of said District known as Palo Alto Tide Gate Structure in Palo Alto, situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications, by the Contractor, and the work was accepted by the District's Board of Directors on behalf of the District on April 28, 2026.

That upon said contract, **Hartford Fire Insurance Company, 2001 N. Main Street, Suite 520, Walnut Creek, CA 94596 (Bond No. 57BCSJI6088)** was surety on the bond given by **GSW Construction, Inc.,** the Contractor, as required by law;

That the title of said District to the real property upon which said work and contract was performed is that of **Flood Control and Water Drainage Easements within the Cities of Palo Alto and Mountain View** and;

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

IN WITNESS WHEREOF, pursuant to the order of the Board of Directors made and given on April 28, 2026 authorizing and directing the execution of this instrument, the District has caused these presents to be executed in its name, authenticated by the signature of the Clerk of the Board of Directors on April 28, 2026.

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

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

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

Executed on April 28, 2026, at San Jose, California.

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

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SANTA CLARA VALLEY WATER DISTRICT

RECOMMENDATION OF PHASE 1 PROJECT ACCEPTANCE

In accordance with **Article 11.01.06, Acceptance of Work,** of the contract specifications, a final inspection was conducted on February 23. 2026, for Phase 1 of the Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project, Contract No. C0710, Project No. 10394001. Work for Phase 1 encompasses Milestones 1 to 3 of the Project. The Phase 1 Milestone Completion Letter dated February 24, 2026, indicates that the work was completed in accordance with the contract requirements.

It is recommended that the District accept the Phase 1 work under this contract.

Recommended By:

DocuSigned by:
Ted Ibarra
83996A61133C48A...

2/26/2026

Ted Ibarra, P.E. — Date
Associate Engineer
Designated Engineer's Representative

Concurrence:

DocuSigned by:
Bhavani Yerrapotu
468D6D59FDEC458...

3/3/2026

Bhavani Yerrapotu, P.E. — Date
Deputy Operating Officer
Watersheds Design and
Construction Division

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February 26, 2026

Mr. Jeffrey Ward
GSW Construction, Inc.
101 The Embarcadero, Suite 123
San Francisco, California 94105

Subject: Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project
Contract No. C0710, Project No. 10394001
Phase 1 Project Completion Letter

Dear Mr. Ward:

The Santa Clara Valley Water District (Valley Water) is in receipt of the Milestone Completion Certification, dated February 24, 2026, from GSW Construction, Inc. All work for the construction of Phase 1 of the subject contract has been completed, as attested to by Valley Water, and all required closeout documents have been received.

In accordance with **Article 11.01.05 Project Completion,** this serves as the Milestone Completion Letter for Phase 1 of the subject contract establishing the contract work completion for Project Milestones 1 to 3.

Therefore, in accordance with **Article 11.01.06 Acceptance of Work,** I will recommend that the Valley Water Board of Directors formally accepts Phase 1 of this contract.

If you have any questions, contact me at (408) 550-3967 or email me at tibarra@valleywater.org.

Sincerely,

DocuSigned by:
Ted Ibarra
83996A61133C48A...

Ted Ibarra, P.E.
Associate Engineer
Large Capital Projects Unit

cc: B. Yerrapotu, E. Aryee, M. Mendez, A. Shelopal, H. Angeles, L. Latt, L. Gregory, S. De La O, K. Neuman, M. Hussaini, S. Pe-Wong, J. Luna, R. Ladine, C. Rambo, M. Jessee (GSW), Jason Mai (GSW), Contract File

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PALO ALTO FLOOD BASIN TIDE GATE STRUCTURE SEISMIC RETROFIT AND REHABILITATION PROJECT

Contract C0710, Project No. 10394001

Construction Photos
Phase 1 – Milestones 1 to 3

Valley Water

Pre-Construction Photos



Existing Area showing where mitigation plantings will be planted

Valley Water

valleywater.org

Pre-Construction Photos

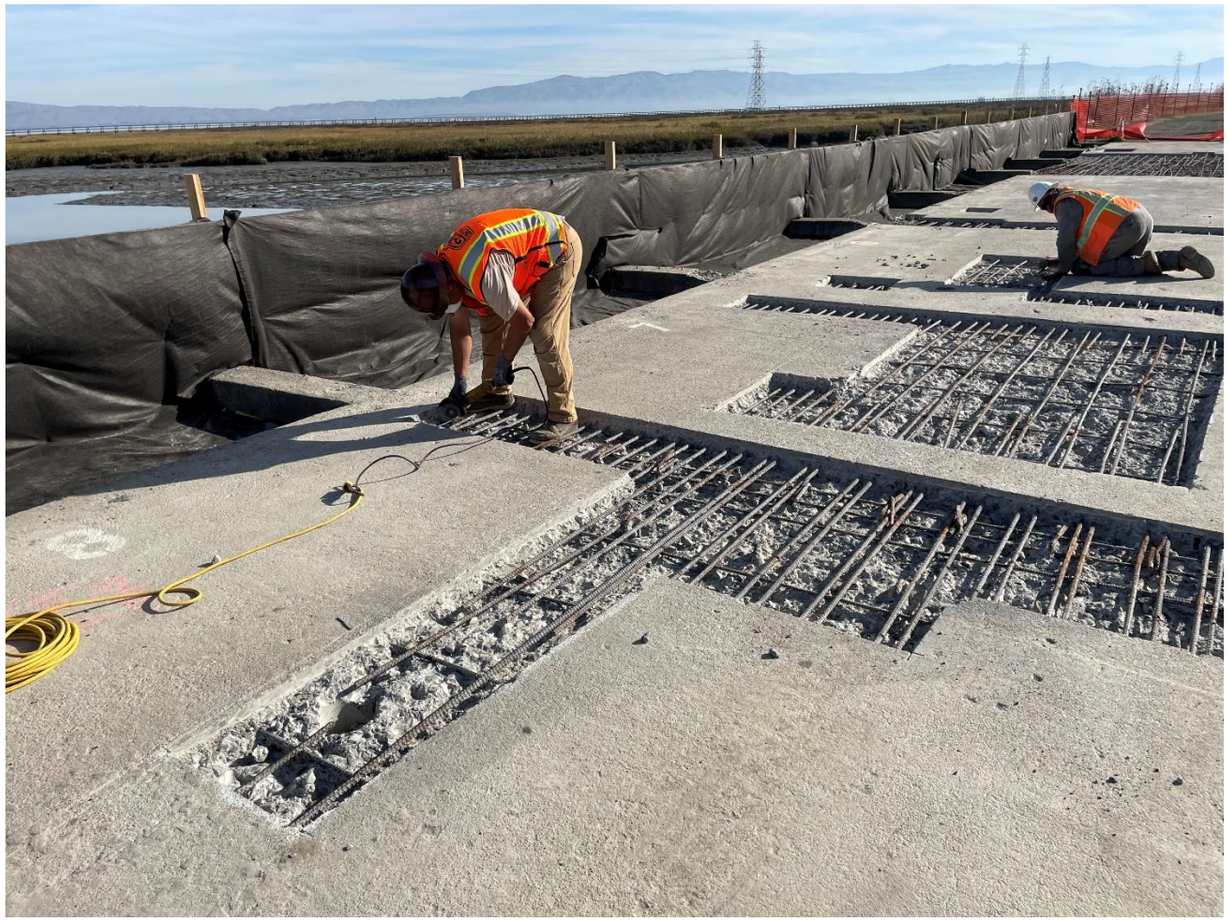




Existing Tide Gate Structure (Northeasterly and Easterly Views)

valleywater.org

During Construction Photos





Unsound Reinforced Concrete Repair and Top of Structure Resurfacing with Polyester Polymer Concrete

Valley Water

valleywater.org

During Construction Photos





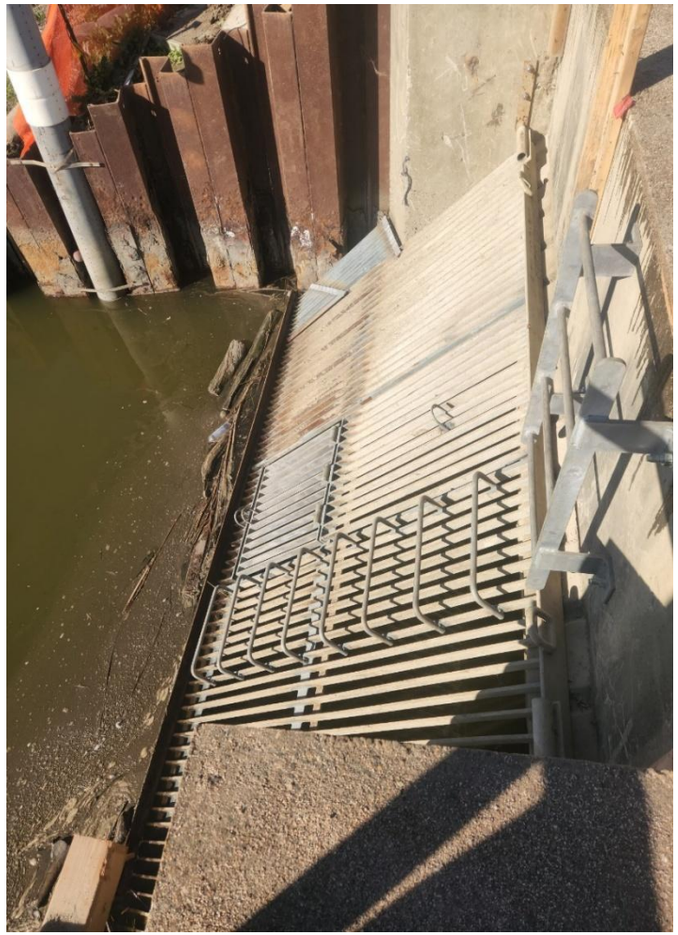
CIDH Pile Drilling and Post-Construction Mitigation Planting

Valley Water

valleywater.org

Post Construction Photos





Seismically-Retrofitted and Rehabilitated Structure (with new barrier fencing, resurfaced top, and modified trash rack with maintenance access and ladder rungs)

Valley Water

valleywater.org

Post Construction Photos





Mitigation Planted Area with Irrigation Tank

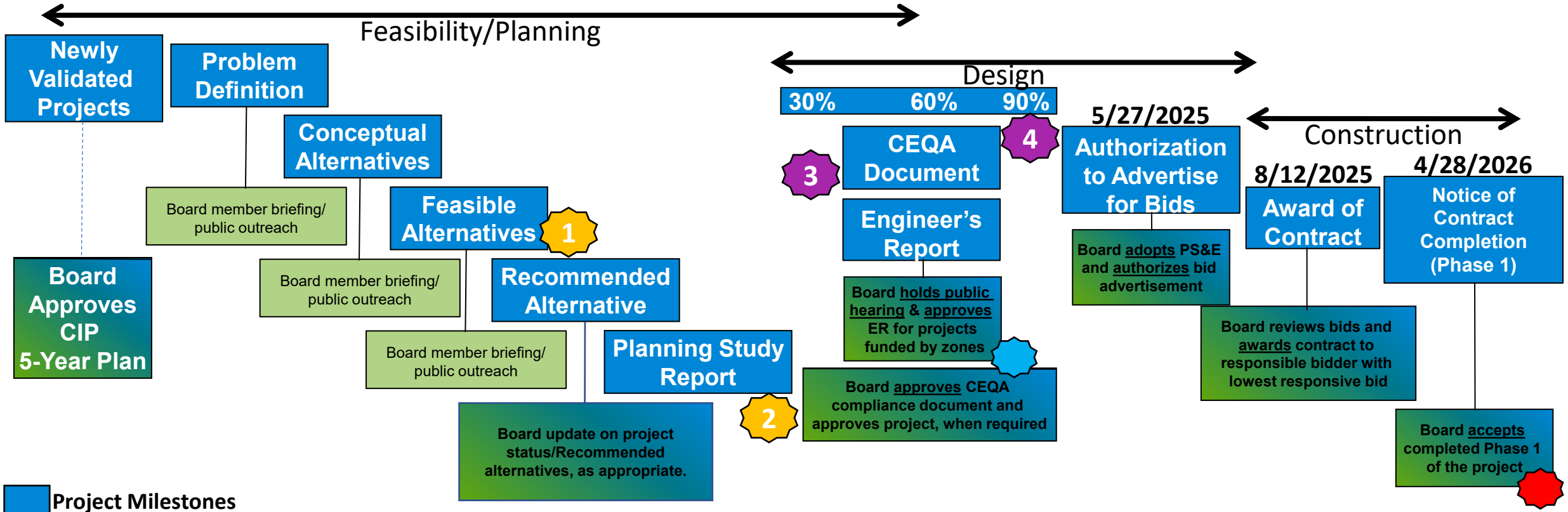
valleywater.org

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Palo Alto Flood Basin Tide Gate Structure Seismic Retrofit and Rehabilitation Project
Contract No. C0710, Project No. 10394001 (Phase 1 – Milestones 1 to 3)

BOARD ACTION & ENGAGEMENT: CAPITAL PROJECT DELIVERY PROCESS*

* This is an example of the Project Delivery Process that may be followed and may not apply to all capital projects.



- Project Milestones
- Board Member Engagement
- Board Engagement/Action
- Additional Board Engagement Points for Complex Projects
- Additional Board Engagement Points for Operations & Maintenance Impacts
- Board Action: Approval/Adoption of Environmental = Approval of Project
- Staff: Reassess Risk for Remaining Contingency

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Santa Clara Valley Water District

File No.: 26-0339

Agenda Date: 4/28/2026
Item No.: 4.8.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Receive the Single Audit Report for Fiscal Year Ending June 30, 2025.

RECOMMENDATION:
Receive the Single Audit Report for Fiscal Year ending June 30, 2025.

SUMMARY:
The Single Audit is a rigorous, organization-wide audit of an entity that expends $750,000 or more of federal assistance received for its operations. Usually performed annually, the Single Audit's objective is to provide assurance to the US federal Government as to the management and use of such funds by recipients. The audit is performed by an independent certified public accountant and encompasses both financial and compliance components. Once completed, the Single Audit must be submitted to the Federal Clearinghouse.

Attached is the final report for the Single Audit for the year ended June 30, 2025, prepared by Vasquez and Company.

Staff is pleased to report that there were no findings in the Single Audit Report for FY ending June 30, 2025. The report indicates that in the auditor's opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

ENVIRONMENTAL JUSTICE IMPACT:
There are no environmental justice impacts associated with the Single Audit Report for Fiscal Year Ending June 30, 2025. This action is unlikely to or will not result in disproportionate impacts on any specific community.

FINANCIAL IMPACT:
Auditing services costs were included in the FY 2025-26 budget.

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

ATTACHMENTS:
Attachment 1: Single Audit Report

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3068



Santa Clara Valley Water District
Single Audit Report
Year Ended June 30, 2025
with Independent Auditor's Report

VASQUEZ
+ COMPANY LLP

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INDEPENDENT AUDITOR'S REPORT	
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SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS	13

VASQUEZ
+ COMPANY LLP

655 N. Central Avenue
Suite 1550
Glendale, CA 91203

www.vasquez.cpa

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\ IRVINE
\ SACRAMENTO
\ FRESNO
\ PHOENIX
\ LAS VEGAS
\ MANILA, PH

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Santa Clara Valley Water District
San Jose, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States *(Government Auditing Standards)*, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Santa Clara Valley Water District (the District), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated December 23, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vasquez & Company LLP

Glendale, California
December 23, 2025

VASQUEZ
+ COMPANY LLP

655 N. Central Avenue
Suite 1550
Glendale, CA 91203

www.vasquez.cpa

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\ LAS VEGAS
\ MANILA, PH

Independent Auditor's Report on Compliance for Each Major Federal Program, on Internal Control Over Compliance, and on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Board of Directors
Santa Clara Valley Water District
San Jose, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Santa Clara Valley Water District's (the District) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2025. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the District as of and for the year ended June 30, 2025, and have issued our report thereon dated December 23, 2025 which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Vasquez & Company LLP

Glendale, California
March 2, 2026, *except for our report on the Schedule of Expenditures of Federal Awards, as to which the date is* ***December 23, 2025.***

Federal Grantor/ Pass-Through Grantor/Program or Cluster Title	Federal Assistance Listing Number (ALN)	Program Identification Number	Pass-Through Entity/ Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
MAJOR PROGRAMS					
Natural Resources Conservation Service (NRCS)					
Direct Assistance:					
Watershed Protection and Flood Prevention Program - NRCS Upper Llagas FP, Phase 2B	10.904	Not applicable	N/A	$ -	$ 21,106,967
	Total for ALN 10.904			-	21,106,967
Federal Emergency Management Agency (FEMA)					
Disaster Grants - Public Assistance (Presidentially Declared Disasters)					
Direct Assistance:					
FEMA-4683-DR-CA, CAT A2_NEW_100% COST SHARE	97.036	745391	N/A	-	171,264
FEMA-4683-DR-CA, CAT D_LLAGAS CREEK	97.036	730159	N/A	-	206,212
FEMA-4683-DR-CA, CAT Z_ESTIMATED	97.036	747204	N/A	-	10,311
FEMA-4683-DR-CA, BERRYESSA SEDIMENT REMOVAL_PIEDMONT & MORRILL	97.036	719717	N/A	-	215,222
FEMA-4683-DR-CA, CAT A2_NEW_75% COST SHARE	97.036	745392	N/A	-	95,031
FEMA-4683-DR-CA, CAT G_ALMADEN LOG BOOM	97.036	719719	N/A	-	24,239
FEMA-4683-DR-CA, CAT D_COYOTE-ALAMITOS CANAL	97.036	719718	N/A	-	101,636
FEMA-4683- DR-CA, SANTA CLARA WATER VALLEY-COUNTYWIDE DEBRIS REMOVAL-THRU 02/25/2023 100% COST SHARE	97.036	727185	N/A	-	444,379
FEMA-4482-DR-CA, COVID 19	97.036	334268	N/A	-	91,648
FEMA-4482-DR-CA, COVID-19 2021	97.036	663178	N/A	-	110,957
FEMA-4482-DR-CA, 2022 JAN-JUNE 2022 OTHER COVID-19 COSTS	97.036	685085	N/A	-	154,463
FEMA-4482-DR-CA, CONTACT LABOR 7/2/2022 THROUGH 5/4/2023	97.036	736840	N/A	-	4,832
	Total for ALN 97.036			-	1,630,194
U.S Environment Protection Agency					
Water Infrastructure Finance and Innovation (WIFIA) Loans					
Direct Assistance:					
Water Reliability Program - Project 1	66.958	22115CA	N/A	-	27,455,457
Safe Clean Water and Natural Flood Protection Program - Project 1	66.958	22116CA	N/A	-	7,930,746
	Total for ALN 66.958			-	35,386,203
	Total Major Programs			-	58,123,364
NON-MAJOR PROGRAMS					
U.S. Environmental Protection Agency					
Direct Assistance:					
San Francisco Bay Area Water Quality Improvement Fund for the Calabazas/San Tomas Aquino Creek-March Connection Project	66.126	98T55101	N/A	-	81,492
San Francisco Bay Area Water Quality Improvement Fund for the Nine Creek Cleanup Project in Santa Clara County	66.126	98T61001	N/A	-	596,989
	Total for ALN 66.126			-	678,481
U.S. Department of the Interior Bureau of Reclamation					
Direct Assistance:					
Water Recycling and Desalination Construction Programs - South County Water Reuse Program Feasibility Study	15.504	R25AC00103	N/A	-	2,587
	Total for ALN 15.504			-	2,587
	Total Non-Major Programs			-	681,068
				$ -	$ 58,804,432

See accompanying notes to Schedule of Expenditures of Federal Awards.

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) presents the federal award activity of Santa Clara Valley Water District (the District) under programs of the federal government for the year ended June 30, 2025. For purposes of this Schedule, financial awards include federal awards received directly from federal agencies, as well as federal funds received indirectly by the District from non-federal agencies or other organizations. Only the portions of program expenditures reimbursable with federal funds are reported in the accompanying Schedule. Program expenditures in excess of the maximum reimbursement authorized, if any, or the portion of the program expenditures that were funded with other state, local or other non-federal funds are excluded from the accompanying Schedule.

The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net position, or cash flows of the District.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The expenditures reported on the Schedule are reported on the accrual basis of accounting except that the lending of certain federal award monies and acquisition of capital assets are reported as expenditures of federal funds. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The District has elected not to use the 10-percent de minimis indirect cost rate allowed in the Uniform Guidance.

NOTE 3 RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

Grant expenditure reports for the year ended June 30, 2025, which have been submitted to grantor agencies, will, in some cases, differ from the amounts disclosed herein. The reports prepared for grantor agencies are typically prepared at a later date and often reflect refined estimates of the year-end accruals.

NOTE 4 RELATIONSHIP TO ANNUAL COMPREHENSIVE FINANCIAL REPORT

Amounts reported in the accompanying SEFA agree, in all material respects, to amounts reported within the District's Annual Comprehensive Financial Report.

NOTE 5 WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) PROGRAM

The District participates in the Water Infrastructure Finance and Innovation Act (WIFIA) program, administered by the U.S. Environmental Protection Agency (EPA). The WIFIA loan was obtained to finance a portion of the District's Water Reliability Program and Safe, Clean, Water and Natural Flood Protection Program. These projects qualify as eligible water infrastructure investments under federal criteria.

For the fiscal year ended June 30, 2025, the District reported $35,386,203 in federal expenditures under the WIFIA program on the Schedule of Expenditures of Federal Awards (SEFA). Reported expenditures represent loan proceeds expended during the reporting period in accordance with Uniform Guidance requirements for federal loan programs.

As of June 30, 2025, the outstanding principal balance of the WIFIA loan was $35,386,203. Additional loan draws are anticipated as project activities continue.

Section I – Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiency(is) identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major federal programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance with respect to major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)?	None

Identification of Major Federal Programs:

Assistance Listing Number (ALN)	Name of Federal Program or Cluster
10.904	Watershed Protection Program and Flood Prevention
97.036	Disaster Grants - Public Assistance (Presidentially Declared Disasters)
66.958	Water Infrastructure Finance and Innovation (WIFIA) Loans

Dollar threshold used to distinguish between Type A and Type B programs	$1,764,133
Auditee qualified as a low-risk auditee?	No

Section II – Financial Statement Findings

There were no financial statement findings for the fiscal year ended June 30, 2025.

Section III – Federal Award Findings

There were no findings reported during the fiscal year ended June 30, 2025.

There were no findings reported during the fiscal year ended June 30, 2024.

Santa Clara Valley Water District

File No.: 26-0426

Agenda Date: 4/28/2026
Item No.: *4.9.

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 April 10 - 23, 2026.

RECOMMENDATION:
Accept the CEO Bulletin.

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

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

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

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

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

ATTACHMENTS:
Attachment 1: 04232026 CEO Bulletin

UNCLASSIFIED MANAGER:
Melanie Richardson, 408-630-2017

CEO BULLETIN

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

Weeks of April 10, 2026 – April 23, 2026

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

Item	IN THIS ISSUE
1	**Water Management Agreements Executed in March**

1. Water Management Agreements Executed in March

Pursuant to EL-5.5.5, the CEO is required to inform the Board on a timely basis when imported water management agreements are executed. Two imported water management agreements were executed in March 2026:

- March 3, 2026 - Agreement (A5692W) for Valley Water to participate in the California Department of Water Resources' (DWR) 2026-2050 Dry Year Purchase Program of water originating from DWR's purchase agreement with Yuba County Water Agency.

- March 15, 2026 - Water Transfer Agreement (#A5718W) to purchase San Joaquin River Exchange Contractors Water Authority supplies between 2026-2030.

For further information, please contact Vincent Gin at (408) 630-2633.

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Santa Clara Valley Water District

File No.: 26-0089

Agenda Date: 4/28/2026
Item No.: *4.10.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approval of Minutes from March 24, 2026.

RECOMMENDATION:
Approve the minutes from March 24, 2026.

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

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

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

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

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

ATTACHMENTS:
Attachment 1: 03/24/2026 Meeting Minutes

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

BOARD OF DIRECTORS MEETING

MINUTES

CLOSED SESSION AND REGULAR BOARD MEETING
TUESDAY, MARCH 24, 2026
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 Shiloh Ballard, Jim Beall, Nai Hsueh, Richard P. Santos, and Tony Estremera, Chairperson presiding, constituting a quorum of the Board. Director John Varela was excused from attending. Director Rebecca Eisenberg arrived as noted below

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

2. 11:00 AM CLOSED SESSION:

2.1. CLOSED SESSION
PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957(b)(1)
Title: Chief Executive Officer

Director Eisenberg arrived.

2.2. District Counsel Report on Closed Session.

Chairperson Estremera reported that, regarding Item 2.1, the Board met in Closed Session with all members participating, excluding Director Varela and took no reportable action.

3. 1:00 PM - TIME CERTAIN:

3.1. Pledge of Allegiance/National Anthem.

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

3.2. Orders of the Day.

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 item not on the agenda.

Bassam Kassab, a San José resident, expressed concern regarding Cesar Chavez Day and suggested renaming it to either Dolores Huerta Day or Farm Workers Day.

Peter Van Dyke of the Loma Prieta Resource Conservation District thanked the Board for acknowledging the passing of his brother, Kurt Van Dyke.

Vice Chair Richard Santos presented a Certificate of Appreciation to Ashley Shannon, recognizing her outstanding efforts in promoting water conservation and helping make it a way of life in the community.

3.4. Consider the January 2026 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's Recommendations to Approve the Board Advisory Committee Annual Work Plans.

Recommendation: Consider the January 2026 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's recommendations to approve the Board Advisory Committee Annual Work Plans.

Murali Srinivasan, Water Commission Chair, reviewed the information on this item, per the attached Board Agenda Memo and per the information contained in Attachment 3.

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

The motion passed by voice vote.

3.5. Receive an Update on the Status of Santa Clara Valley Water's Pension and Other Post-Employment Benefits Unfunded Liabilities.

Recommendation:
A. Receive information on the status of Santa Clara Valley Water District's Pension and other Post-Employment Benefit unfunded liabilities; and
B. Provide direction to staff as necessary.

Darin Taylor, Chief Financial Officer, reviewed the information for this item as outlined in the attached Board Agenda Memo and Handout 3.5-A. Ira Summer, a representative of TrueComp, also reviewed the information contained in Original Attachment 1.

The Board noted the information without formal action.

REGULAR AGENDA:

4. CONSENT CALENDAR:

Chairperson Estremera removed Item 4.3 from the Consent Calendar for individual consideration, and the Board considered Consent Calendar Items 4.1 through 4.2 and 4.4 through 4.5 under one motion

4.1. Accept the 2025 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's Accomplishments Reports or as Presented by the Board's Advisory Committees/Commission Chairs.

Recommendation: Receive and accept the 2025 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's Accomplishments Reports or as presented by the Board's Advisory Committees/Commission Chairs.

4.2. Approve a Specific Brand or Trade Name Designation, Adopt Plans and Specifications, and Authorize Advertisement for Bids for the Penitencia Delivery and Force Main Inspection and Rehabilitation Project, Project No. 95084005, Contract No. C0727 (San Jose, District 3)

Recommendation:
A. Find that the Penitencia Delivery and Force Main Inspection and Rehabilitation Project is substantially complex and, therefore, requires construction contract retention of ten percent (10%);
B. Find that certain Supervisory Control and Data Acquisition (SCADA) instrumentation components, as specified in the Plans and Specifications, be designated specific brand or trade name products. Public Contract Code Section 3400(c)(2);
C. Adopt the plans and specifications and authorize advertisement for bids for Construction of the Penitencia Delivery and Force Main Inspection and

Rehabilitation Project, per the Notice to Bidders; and

D. Authorize the Designated Engineer to issue addenda, as necessary, during the bidding process.

4.4. Approval of Minutes from February 24, 2026.

Recommendation: Approve the minutes from February 24, 2026.

4.5. Accept the CEO Bulletin for the Weeks of March 6-19, 2026.

Recommendation: Accept the CEO Bulletin.

Motion: Approve Consent Calendar Items 4.1 through 4.5, under one motion, as follows: accept the 2025 Board Advisory Agricultural Water Advisory Committee, Environmental and Water Resources Committee, and Santa Clara Valley Water Commission's Accomplishments Reports as contained in Item 4.1; approve a Specific Brand or Trade Name Designation, Adopt Plans and Specifications, and Authorize Advertisement for Bids for the Penitencia Delivery and Force Main Inspection and Rehabilitation Project as contained in Item 4.2; approve the minutes from February 24, 2026, as contained in Item 4.4; and accept the CEO bulletin as contained in Item 4.5.

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

The motion passed by roll call vote.

Chairperson Estremera moved the Agenda to Item 4.3.

4.3. Adopt Recommended Positions on State Legislation: *AB 1577 (Bauer-Kahan) Data Centers: Monthly Reporting, AB 2051 (Wicks) Public resources: Coastal Resilience Permitting Working Group, *AB 2180 (Ward) Local Government: Proposition 218 Omnibus Implementation Act: Proportional Cost of Service, *AB 2215 (Calderon) Statutory Time Extension for State Water Project Water Rights Permits, *AB 2619 (Papan) Water Resources: Data Centers, SB 872 (McNerney) Climate Change: Funding Priorities, *SB 899 (Grove) Wildfire Smoke: Health Cost Assessment, SB 1085 (Durazo) Water Supply Planning: California Environmental Quality Act Determination, SB 1153 (Caballero) Disaster Preparedness: Urban Retail Water Suppliers and Public Water Systems: Wildfire, and Other Legislation Which May Require Urgent Consideration for a Position by the Board.

Recommendation:	A.	*Adopt a position of "Support" on: AB 1577 (Bauer-Kahan) Data Centers: Monthly Reporting;
	B.	Adopt a position of "Support" on: AB 2051 (Wicks) Public Resources: Coastal Resilience Permitting Working Group;
	C.	*Adopt a position of "Support" on: AB 2180 (Ward) Local Government: Proposition 218 Omnibus Implementation Act: Proportional Cost of Service;
	D.	*Adopt a position of "Support" on: AB 2215 (Calderon) Statutory Time Extension for State Water Project Water Rights Permits;
	E.	*Adopt a position of "Support" on: AB 2619 (Papan) Water Resources: Data Centers;
	F.	Adopt a position of "Support and Amend" on: SB 872 (McNerney) Climate Change: Funding Priorities;
	G.	*Adopt a position of "Support" on: SB 899 (Grove) Wildfire Smoke: Health Cost Assessment;
	H.	Adopt a position of "Support" on: SB 1085 (Durazo) Water Supply Planning: California Environmental Quality Act Determination;
	I.	Adopt a position of "Support" on: SB 1153 (Caballero) Disaster Preparedness: Urban Retail Water Suppliers and Public Water Systems: Wildfire.

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

The motion passed by voice vote.

Chairperson Estremera returned the Agenda to Item 5.1.

5. BOARD OF DIRECTORS:

Carlos Orellana, District Counsel, momentarily stepped out of the meeting and returned, as noted below. Audrey Beaman, Senior Assistant District Counsel, sat in as District Counsel during Carlos Orellana's absence.

5.1. Adopt a Resolution Authorizing Conveyance of a Real Property Interest to the Santa Clara Valley Transportation Authority (VTA) for the Bay Area Rapid Transit Silicon Valley Berryessa Extension Project; Authorize the Interim Chief Executive Officer to Execute the Quitclaim Deed and the Agreement to Acquire Easement Interests, and to Accept an Assignment of Utility and Ingress/Egress Easements (Milpitas, District 3).

Recommendation:

A. Adopt the Resolution DECLARING THAT A REAL PROPERTY INTEREST (EASEMENT 9433-3) OWNED BY THE SANTA CLARA VALLEY WATER DISTRICT ON APN 092-07-010 IS NO LONGER REQUIRED FOR DISTRICT USE AND THAT THE REAL PROPERTY INTEREST BE CONVEYED BY QUITCLAIM DEED TO THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY AS OWNER OF APN 092-07-010 PURSUANT TO SECTION 31(g) OF THE DISTRICT ACT (SAN JOSE, DISTRICT 3);

B. Authorize the Interim CEO to execute a Quitclaim Deed (9433-3.1) conveying a Real Property Interest (Easement 9433-3) owned by Santa Clara Valley Water District on APN 092-07-010 to Santa Clara Valley Transportation Authority (VTA).

C. Authorize the Interim CEO to approve an Easement Agreement with VTA, for acquisition of easement interests (9433-18, 9433-19, 9433-20, 9433-21, and 9433-23) on APNs 092-08-083 and 092-08-002; and

D. Authorize the Interim CEO to accept the Assignment of Utility and Ingress/Egress Easements (9433-22) from VTA.

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

Motion: Adopt the Resolution No. 2026-15 DECLARING THAT A REAL PROPERTY INTEREST (EASEMENT 9433-3) OWNED BY THE SANTA CLARA VALLEY WATER DISTRICT ON APN 092-07-010 IS NO LONGER REQUIRED FOR DISTRICT USE AND THAT THE REAL PROPERTY INTEREST BE CONVEYED BY QUITCLAIM DEED TO THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY AS OWNER OF APN 092-07-010 PURSUANT TO SECTION 31(g) OF THE DISTRICT ACT (SAN JOSE, DISTRICT 3); authorize the Interim CEO to execute a Quitclaim Deed (9433-3.1) conveying a Real Property Interest (Easement 9433-3) owned by Santa Clara Valley Water District on APN 092-07-010 to Santa Clara Valley Transportation Authority (VTA); authorize the Interim CEO to approve an Easement Agreement with VTA, for acquisition of easement interests (9433-18, 9433-19, 9433-20, 9433-21, and 9433-23) on APNs 092-08-083 and 092-08-002; and authorize the Interim CEO to accept the Assignment of Utility and Ingress/Egress Easements (9433-22) from VTA.

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

The motion passed by roll call vote.

Carlos Orellana returned.

5.2. Board Committee Reports.

The Board reviewed the meeting summaries for the February 18, 2026, Board Audit Committee; February 23, 2026, Water Supply and Demand Management Committee; and February 25, 2026, Recycled Water Committee meetings, as presented in Handouts 5.2-A, 5.2-B, and 5.2-C, respectively. No formal action was taken. Copies of the handouts were distributed to the Board and made available to the public.

6. WATER UTILITY ENTERPRISE:

None.

7. WATERSHEDS:

7.1. Approve the Budget Adjustment in the Amount of $15,000,000 to the Fiscal Year 2026 Budget for the Upper Llagas Creek Flood Protection Project, Phase 2B, Project No. 26174055 (Morgan Hill, District 1).

Recommendation: Approve the budget adjustment in the amount of $15,000,000 to the Fiscal Year 2026 Budget for the Upper Llagas Creek Flood Protection Project, Phase 2B.

Bhavani Yerrapotu, Deputy Operating Officer, reviewed the information on this item as outlined in the attached Board Agenda Memo

Move to Approve:	Nai Hsueh
Second:	Shiloh Ballard
Yeas:	Shiloh Ballard, Jim Beall, Nai Hsueh, Richard Santos, Tony Estremera
Nays:	Rebecca Eisenberg
Abstains:	None
Recuses:	None
Absent:	John L. Varela
Summary:	5 Yeas; 1 Nays; 0 Abstains; 1 Absent.

Director Eisenberg explained that they voted against the item, stating that they did not consider it a favorable arrangement because they believed it was not advantageous to make an earlier payment for project completion than required.

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

None.

9. EXTERNAL AFFAIRS:

None.

10. CHIEF EXECUTIVE OFFICER:

10.1. CEO and Chiefs' Reports.

Chief Operating Officer Aaron Baker informed the Board that the U.S. Bureau of Reclamation increased the 2026 Central Valley Project (CVP) allocations on February 24, 2026, to 70% for municipal and industrial uses and 20% for agricultural uses for South-of-Delta contractors, including Santa Clara Valley Water. While allocations remain subject to change based on hydrologic conditions, the updated levels improve the overall water supply outlook. Despite allocations lower than earlier expectations, Valley Water reports strong groundwater conditions and expects sufficient supplies to meet this year's demands.

Chief of External Affairs Rachael Gibson reviewed the Office of Communications Activities Report (Handout 10.1-A). Copies of the handout were distributed to the Board and made available to the public.

11. ADMINISTRATION:

None.

12. DISTRICT COUNSEL:

None.

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

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

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

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

14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:

Director Hsueh reported attending the CEO Recruitment Ad Hoc Committee, Water Supply and Demand Management Committee (WSDM), Capital Improvement Plan (CIP) Committee, Board Policy and Management Committee (BPMC) meetings, and various meetings with staff.

Director Ballard reported attending the aforementioned CEO Recruitment Ad Hoc Committee, WSDM, BPMC meetings; a Board Audit Committee (BAC), a Stream Planning and Operations Committee (SPOC) meetings; a Santa Clara Valley Habitat Agency Implementation Board Meeting; a Delta Conveyance Authority Board meeting; a Semitropic Water Storage District Tour; a Valley Water All Employees Town Hall meeting; and various meetings with staff.

Vice Chair Santos reported attending numerous meetings, including the aforementioned WSDM; a State of the County 2026 address by Supervisor Board President Otto Lee; a Recycled Water Committee (RWC) meeting, and various meetings with staff.

Director Eisenberg acknowledged staff and the public who provided comments during public comment at the March 10 Board meeting. She expressed hope that we continue to provide a safe and supportive environment where concerns can be raised early, before escalating further. She also stated that public comments should be respectable and that hate speech should not be allowed.

Director Beall reported attending the aforementioned State of the County 2026 address by Supervisor Board President Otto Lee, and a Semitropic Water Storage District Tour; reported on recent intergovernmental activities, which included coordination with staff on legislative priorities in Sacramento and Washington, D.C. He participated in a tour of Anderson Dam with the Santa Clara and San Benito Counties Building and Construction Trades Council. Director Beall also met with Congressman Mark DeSaulnier and had various meetings with staff.

Chairperson Estremera reported attending numerous meetings, including the aforementioned BAC, SPOC, and RWC meetings; a meeting with the State Water Contractors; and a meeting with Valley Water's Chief Audit Executive.

15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:

Candice Kwok-Smith confirmed that there were no items requiring review or clarification of Board requests.

16. ADJOURN:

Chairperson Estremera adjourned the meeting at 3:13 p.m. The Board will reconvene for its next Regular meeting at 1:00 p.m. on Tuesday, April 14, 2026, at the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San José, California, and via Zoom teleconference.

Candice Kwok-Smith
Clerk, Board of Directors

Approved:

Date: April 28, 2026

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Santa Clara Valley Water District

File No.: 26-0427

Agenda Date: 4/28/2026
Item No.: *5.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Board Committee Reports.

ATTACHMENTS:
*Handout 5.1-A: 03122026 SPOC Summary
*Handout 5.1-B: 03182026 BAC Summary
*Handout 5.1-C: 04272026 WSDMC Agenda
*Handout 5.1-D: 04282026 Ethics and Conduct Ad Hoc Update

Valley Water

MEMORANDUM

FC 14

TO: Board of Directors

FROM: SPOC

SUBJECT: Stream Planning and Operations Committee (SPOC) March 12, 2026 Special Meeting Summary

DATE: *April 28, 2026*

This memorandum summarizes discussion and action from the meeting of the Stream Planning and Operations Committee (SPOC) held on March 12, 2026.

Election of 2026 Stream Planning and Operations Committee (SPOC) Chairperson and Vice Chairperson.

It was moved by Vice Chairperson Estremera, seconded by Director Varela, and carried unanimously, that Chairperson Ballard continue as Chairperson and Director Varela was elected as Vice Chairperson.

Receive and Discuss Updates on Fish and Aquatic Habitat Collaborative Effort (FAHCE) Implementation.

The Committee received the information, took no formal action, and with staff input, noted the following: FAHCE collaboration focuses on three watersheds, collaboration does occur in south county (including with the California Department of Fish and Wildlife South County Forums) and currently there is no coordination that includes Soap Lake, Fisheries have reported increased numbers since the last drought, Valley Water has created recent videos and other media materials relating to the FAHCE program and Anderson Dam, Valley Water staff and Directors are open to attending community groups such as the San Jose Rotary to present and discuss the FAHCE program, a Senior Water Resource Specialist will be hired, a California State Water Resources Control Board meeting is scheduled for April 20, 2026, efforts continue relating to the structure of governance for the FAHCE agreement, including writing a new charter.

Receive and Accept the 2026 Proposed Stream Planning and Operations Committee (SPOC) Work Plan, Provide Feedback on Upcoming Discussion Items, and discuss a 2026 SPOC Meeting Schedule.

The Committee received the information, took no formal action, and accepted the 2026 proposed Stream Planning and Operations Committee Work Plan.

In consultation with staff, the Committee confirmed that a SPOC meeting will be held in May and another meeting in the fall, with specific dates to be determined.

**

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.

Shiloh Ballard
Director, District 2
SPOC Chairperson

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Valley Water
Clean Water • Healthy Environment • Flood Protection

MEMORANDUM

FC 14

TO: Board of Directors **FROM**: Board Audit Committee

SUBJECT: Board Audit Committee (BAC) March 18 2026, Regular Meeting Summary **DATE:** April 28, 2026

This memorandum summarizes agenda items from the meeting of the Board Audit Committee (BAC) held on Wednesday, March 18, 2026.

Receive and Discuss the Single Audit Report for Fiscal Year (FY) ending June 30, 2025.

The Committee received and discussed the information, took no formal action, and without further discussion noted the clean audit, with no findings, would be considered by the Board at a future meeting.

Discuss Proposed Updates to the Board Audit Committee (BAC) Audit Charter and Provide further Direction as Needed.

The Committee received and discussed the information and expressed support for the proposed revisions and discussed the BAC Audit Charter process for the review of audit reports. The Committee expressed support for using the term “auditor” instead of “vendor” and the phrase “every three years” instead of “tri-annually” for consistency and clarity. The Committee discussed the reporting process for management-initiated audits and noted the semi-annual reports and direct communication between the BAC Chair and the BAC Liaison for status updates. The Committee expressed interest in the future including additional guidance in the BAC Charter for Board members serving on Joint Powers of Authority (JPAs), specifically regarding roles and responsibilities related to JPAs with cost-sharing agreements.

It was moved by Director Estremera and seconded by Vice Chairperson Ballard and approved to recommend the proposed revisions with the BAC’s feedback to the BAC Audit Charter to go to the Board for consideration.

Receive and Discuss Report From Independent Chief Audit Executive (CAE), Sjoberg Evashenk Consulting, Regarding Their Performance in Calendar Year (CY) 2025, and Evaluate Performance of CAE.

The Committee received and discussed the information, took no formal action, and discussed an overview of the CAE’s role and function, including the relationship with the other auditor firms retained pursuant to the BAC Audit Charter. The Committee discussed the overall annual audit budget, expressed support for the CAE’s work, and emphasized the

Jim Beall
Director, District 4
Board Audit Committee Chairperson

importance of maintaining the risk assessment schedule to allow for Board feedback and identify any potential impacts to federal grants.

Discuss Process and Scope of 2026 Annual Audit Training from Chief Audit Executive (CAE).

The Committee received and discussed the information, took no formal action, and expressed interest in training for Board members serving on JPAs regarding roles and responsibilities, including guidance on reviewing audit reports and for inclusion in an onboarding process.

Discuss 2026 Annual Audit Plan (Risk Assessment, Asset Management, Pacheco Reservoir Project, and Investigations Process), and Provide Feedback as Needed.

The Committee received and discussed the information and expressed support for the CAE to review the Board Policy and Monitoring Committee's discussion at the March 17, 2026, meeting and at the next April 21, 2026, meeting regarding the investigations process and noted the update on the 2026 Annual Audit Plan.

Review and Discuss 2026 Board Audit Committee (BAC) Work Plan.

The Committee received and discussed the information, took no formal action, and without further discussion noted the Closed Session for the upcoming April 15, 2026, meeting and the update on the 2026 BAC Work Plan.

The next regular meeting was scheduled to occur at 1:00 pm on April 15, 2026.

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

Jim Beall
Director, District 4
Board Audit Committee Chairperson

Santa Clara Valley Water District
Water Supply and Demand Management Committee

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

REGULAR MEETING
AGENDA

Monday, April 27, 2026
10:00 AM

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

COMMITTEE OFFICERS:

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

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

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

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

Santa Clara Valley Water District
Water Supply and Demand Management Committee

REGULAR MEETING
AGENDA

Monday, April 27, 2026 **10:00 AM**

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

IMPORTANT NOTICES AND PARTICIPATION INSTRUCTIONS

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

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

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

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

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

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

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

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

Join Zoom Meeting:
https://valleywater.zoom.us/j/92597340524
Meeting ID:925 9734 0524
Join by Phone:
1 (669) 900-9128, 92597340524#

1. CALL TO ORDER:

1.1. Roll Call.

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

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

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

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

3. APPROVAL OF MINUTES:

3.1. Approval of March 23, 2026 Water Supply and Demand Management Committee (WSDMC) Minutes. 26-0349

Recommendation: Approve the minutes.

Manager: Wendy Ho, 408-630-3874

Attachments: Attachment 1: 03232026 WSDMC Minutes

Est. Staff Time: 5 Minutes

4. REGULAR AGENDA:

4.1. Receive Update and Discuss the Water Conservation Program Savings Number for Fiscal Year 2025. 26-0358

Recommendation: Receive update and discuss the water conservation program savings number for Fiscal Year 2025.

Manager: Kirsten Struve, 408-630-3138

Attachments: Attachment 1: PowerPoint
Attachment 2: March 2023 WSDM Comte. File Num. 23-0248
Attachment 3: Water Conservation Program Flyer
Attachment 4: Link to 2021 Water Conserv. Strategic Plan
Attachment 5: AMI Program Guidelines
Attachment 6: Tables Referenced

Est. Staff Time: 20 Minutes

4.2. Receive an Update on Valley Water's South County Managed Aquifer Recharge Activities Including the Optimization Study for the San Pedro Ponds Groundwater Recharge Facility. 26-0353

Recommendation: Receive an Update on Valley Water's South County Managed Aquifer Recharge Activities Including the Optimization Study for the San Pedro Ponds Groundwater Recharge Facility.

Manager: Gregory Williams, 408-630-2867

Attachments: Attachment 1: South County Recharge Facility Map
Attachment 2: South County Recharge Facility Capacity
Attachment 3: San Pedro Groundwater Recharge Ponds Map
Attachment 4: PowerPoint

Est. Staff Time: 10 Minutes

4.3. Review and Discuss the 2026 Water Supply and Demand Management Committee (WSDMC) Work Plan and Make Adjustments as Necessary; and Confirm the Next Meeting Date. 26-0350

Recommendation: Review and discuss the 2026 WSDMC Work Plan and make adjustments as necessary; and confirm the next meeting date.

Manager: Wendy Ho, 408-630-3874

Attachments: Attachment 1: 2026 WSDMC Committee Work Plan

Est. Staff Time: 5 Minutes

5. CLERK REVIEW AND CLARIFICATION OF COMMITTEE REQUESTS.

This is an opportunity for the Clerk to review and obtain clarification on any formally moved, seconded, and approved requests and recommendations made by the Committee during the meeting.

6. ADJOURN:

6.1. Adjourn. The Next Regular Meeting is Scheduled at 10:00 a.m. on Monday, June 1, 2026.

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Valley Water
Clean Water • Healthy Environment • Flood Protection

MEMORANDUM

FC 14

TO: Board of Directors

FROM: Ethics and Conduct Ad Hoc Committee

SUBJECT: Board Member Complaint

DATE: April 28, 2026

This memorandum provides an update on the Ethics and Conduct Ad Hoc Committee formed on April 14, 2026. The committee is comprised of Chair Tony Estremera and Vice Chair Richard Santos.

Per GP 6.5.8, on Tuesday, April 14, 2026, the Ethics Ad Hoc Committee met to evaluate a board complaint received on March 24, 2026, and to determine if it has sufficient information whether the alleged conduct both occurred and violated any Board Directors Code of Ethics and Conduct, Board Governance Policies, or local, state, or federal law.

Per GP 6.5.8.2, the Committee determined that it needs additional information to conclude whether the alleged conduct occurred and/or constituted a violation of policy or law as set forth above. The Committee has decided to have the complaint investigated.

Per GP 6.5.9, the Committee has authority to retain an independent investigator to conduct investigations within the scope of this policy. The Committee has selected the investigator with the assistance of the District Counsel's office.

Per 6.5.10.1, the Committee shall advise the board within one month of the commencement of the investigation. This memo shall serve as notification to the Board that an investigation has commenced.

Board member comments and suggestions can be forwarded to Candice Kwok-Smith, Clerk of the Board, at (408) 630-3193 or by email to ckwok-smith@valleywater.org.

Page 1 of 1

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Santa Clara Valley Water District

File No.: 26-0352

Agenda Date: 4/28/2026
Item No.: 7.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Adopt a Resolution Certifying the Final Subsequent Environmental Impact Report and Adopting the CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, for the Stream Maintenance Program Renewal; and Approve the Stream Maintenance Program Renewal.

RECOMMENDATION:

A. Consider the environmental effects of the Stream Maintenance Program Renewal as discussed in the Final Subsequent Environmental Impact Report;
B. Adopt the Resolution CERTIFYING THE FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT AND ADOPTING CEQA FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE STREAM MAINTENANCE PROGRAM RENEWAL; and;
C. Approve the Stream Maintenance Program Renewal.

SUMMARY:
Santa Clara Valley Water District (Valley Water) staff recommends considering the potential environmental effects presented in the Final Subsequent Environmental Impact Report (SEIR) (Attachment 1) and adopting a resolution (Attachment 2) certifying the Final SEIR for the Stream Maintenance Program Renewal (SMP-3 or Program Renewal) and adopting the corresponding Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program. Valley Water staff recommends that the Board then approve the Stream Maintenance Program Renewal.

Certification of the Final SEIR is necessary to approve and implement routine maintenance activities included in the SMP-3. The SMP-3 will allow Valley Water to continue conducting routine stream maintenance activities necessary to maintain flood protection infrastructure throughout Santa Clara County.

Background
Since 2002, Valley Water has implemented the Stream Maintenance Program (SMP) to guide, manage, and conduct routine maintenance of streams, improved channels, and related flood

protection facilities such that these facilities can continue to provide adequate flow conveyance capacity and function properly. The Program includes three major categories of work: sediment removal, vegetation management and bank stabilization. Additional categories include minor maintenance (e.g., fence installation and repair, trash and debris removal), management of animal conflicts, and downed tree management.

Final Program Subsequent Environmental Impact Report Project Description
In 2021, Valley Water initiated the environmental review for the third iteration of the SMP to: (1) review SMP activities and revise the SMP Manual, (2) update its environmental compliance documentation, and (3) renew necessary SMP permits to guide the on-going SMP activities. The Final SEIR covers all principal maintenance activities in the SMP including sediment removal, vegetation management, bank stabilization, management of animal conflicts, minor maintenance, and downed tree management. In addition, the Program Renewal would also expand SMP capabilities to include modifying vegetation management limits and developing longer-term mitigation solutions such as participation in the Valley Habitat Plan. The complete detailed activities and measures that are part of SMP-3 are included in the SEIR.

Project Alternatives Described in the Program SEIR
The SEIR evaluates the potential environmental impacts of the Program Renewal and the following four alternatives: (1) No Project Alternative; (2) Reduced Frequency Alternative; (3) Limited Work in Unmodified Channels Alternative; and (4) Limited Activities Alternative.

Under the No Project Alternative, Valley Water would not update the existing SMP or the SMP Manual and would continue to conduct maintenance activities under the 2012 SMP Manual and 2012 SMP SEIR. The 2012 SMP does not cover several routine maintenance needs that would be included in the Program Renewal.

Under the Reduced Frequency Alternative, the types of maintenance activities undertaken by Valley Water would not change, but the recurrence of sediment removal and vegetation management activities would occur less frequently than under the Program Renewal.

Under the Limited Work in Unmodified Channels Alternative, maintenance activities that could be done in unmodified channels would be limited to within 100 feet upstream and downstream of human -made structures, such as bridges, road crossings, stream gauges, outfalls, and trash racks.

Under the Limited Activities Alternative those maintenance activities with the greatest biological impacts would be eliminated or modified. For bank stabilization activities, no hardening of stream banks would be allowed, and only “soft” stabilization measures would be used. For sediment removal activities, equipment would always be located at the top of the bank and would not be allowed in the stream channel.

The Program Renewal is considered environmentally superior to the alternatives. However, because the Program Renewal is not itself an alternative under California Environmental Quality Act (CEQA), the environmentally superior alternative among the four alternatives must also be identified. The Limited Activities Alternative is considered the environmentally superior alternative because it would reduce biological impacts by limiting annual maintenance. However, this alternative would likely

impede necessary sediment removal and reduce flood flow conveyance capacity. It would also increase the effort required to complete necessary maintenance and could result in higher implementation costs and/or reduced annual maintenance. While it would not have greater impacts overall, the potential impact from more sedimentation and a reduction in flood flow conveyance is considered to be an overriding factor justifying its rejection, given that flood protection is the primary goal of the Proposed Program Renewal.

Staff Recommendation of the Program Proposed for Board Approval
Staff is recommending the SMP Renewal as described in the Final SEIR for implementation.

Environmental Review
As the lead agency under CEQA, Valley Water circulated on May 27, 2022 a Notice of Preparation (NOP). To provide an additional opportunity for public input on the scope and content to be addressed in the Draft SEIR, Valley Water held a scoping meeting on June 16, 2022.

A Draft SEIR was then prepared to provide the Board, public, responsible agencies, and trustee agencies information describing the Program Renewal and updated elements, evaluating its environmental impacts, and proposing mitigation measures to avoid or minimize such impacts. The Draft SEIR was prepared in compliance with CEQA of 1970 (as amended) and the State CEQA Guidelines (California Code of Regulations [CCR] title 14, section (§) 15000 et seq.).

On July 21, 2025 Valley Water released the Draft SEIR for public review (State Clearinghouse No. 2000102055). The Draft was circulated for public review from July 21, 2025, to September 17, 2025. On August 27, 2025 a hybrid public meeting was held to provide information on the Program Renewal and to provide agencies and interested individuals with information on how to comment on the contents of the Draft SEIR. Copies of the Draft EIR and appendices were posted online, and hard copies were available for viewing at the Valley Water headquarters, City of San José City Hall, and East San José Carnegie Library.

Comment letters on the Draft SEIR were received from two agencies (Central Coast Regional Water Quality Control Board, and San Francisco Bay Regional Water Quality Control Board). The comment letters, and Valley Water's responses, are included in Chapter 3 of the Final SEIR.

The Final SEIR was posted on Valley Water's website, and also was filed with the Governor's Office of Land Use and Climate Innovation (LCI).

The Final SEIR consists of a comprehensive revision to the Draft SEIR following its public circulation (including technical appendices); public comments on the Draft SEIR public review periods; and responses to the public comments.

Summary of Environmental Impacts
The Final SEIR analysis found that significant environmental effects could occur as a result of the Program Renewal, specifically in the areas of aesthetics, air quality, biological resources, greenhouse gas emissions, hazards and hazardous materials, noise, water quality, and cumulative impacts. All impacts would be mitigated to a level of insignificance except for certain program-level and/or cumulative impacts related to biological resources (interference with the use of native wildlife nursery

sites), and noise and vibration (potential exceedances of certain noise and vibration levels), which were found to be significant and unavoidable.

Attachment 2 includes CEQA findings of fact for each significant impact identified in the Final SEIR, including the feasibility of mitigation measures, pursuant to Public Resources Code Sec. 21081(a) and CEQA Guidelines Sec.15091.

Statement of Overriding Considerations
CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a project against its unavoidable environmental risks when determining whether to approve the project. When a lead agency approves a project that will result in significant effects which are identified in the Final SEIR but are not avoided or substantially lessened, the agency must adopt a Statement of Overriding Considerations (CEQA Guidelines, section 15093). The Statement of Overriding Considerations sets forth the specific reasons why the agency finds that the project's benefits would render the Project's unavoidable adverse environmental effects as acceptable. (CEQA Guidelines Sec.15093, 15043(b); see also Public Resources Code Sec. 21081 (b).)

Valley Water has determined that the Program Renewal would result in significant and unavoidable direct and cumulative impacts from interference with the use of native wildlife nursery sites, temporary increases in noise above ambient levels, and temporary exposure to excessive ground vibration that exceed thresholds. However, Valley Water has evaluated the benefits of the Program Renewal, supported by substantial evidence in the SEIR and the administrative record. In summary, the benefits described in the Statement of Overriding Considerations include meeting the goals of the SMP to maintain the design flow capacity of Valley Water flood protection facilities, and to maintain the structural and functional integrity of Valley Water flood protection facilities thereby providing flood protection and reducing the risk for flood damage and streamlining environmental review and permit processing for maintenance.

Considering these benefits and weighing them against the unavoidable environmental impacts, the Statement of Overriding Considerations included in Attachment 2 finds that the benefits of the Program Renewal outweigh the significant unavoidable impacts on environmental impacts.

Previous Board Actions
On May 11, 2021, the Board approved Agreement No. A4455A with Montrose Environmental Solutions, Inc. (formerly Horizon Water and Environment, LLC) for Environmental Planning and Permitting Services for the Stream Maintenance Program Renewal.

On April 22, 2025, the Board approved Amendment No. 1 to Agreement No. A4455A with Montrose Environmental Solutions, Inc. for Planning and Permitting Services.

Next Steps
Staff have completed the Final SEIR and are requesting adoption of the CEQA Resolution (Attachment 2), which certifies the Final SEIR, and adopts the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program; and approval of the

Program Renewal.

If the Board approves the SMP Renewal, staff will next pursue the necessary regulatory permits.

ENVIRONMENTAL JUSTICE IMPACT:
The SMP Renewal ensures routine maintenance activities occur throughout Santa Clara County to benefit all communities.

FINANCIAL IMPACT:
The Final SEIR for the SMP Renewal is being charged to Project No. 00041022 (Stream Maintenance Program Management). Consultant services costs were budgeted and encumbered in prior years. The Program maintenance activities are funded by the Watershed Stream Stewardship Fund 12.

CEQA:
A Final SEIR has been prepared for the SMP Renewal and is before the Board for certification. The Final SEIR is available for the Board and is posted on Valley Water's website at www.valleywater.org.

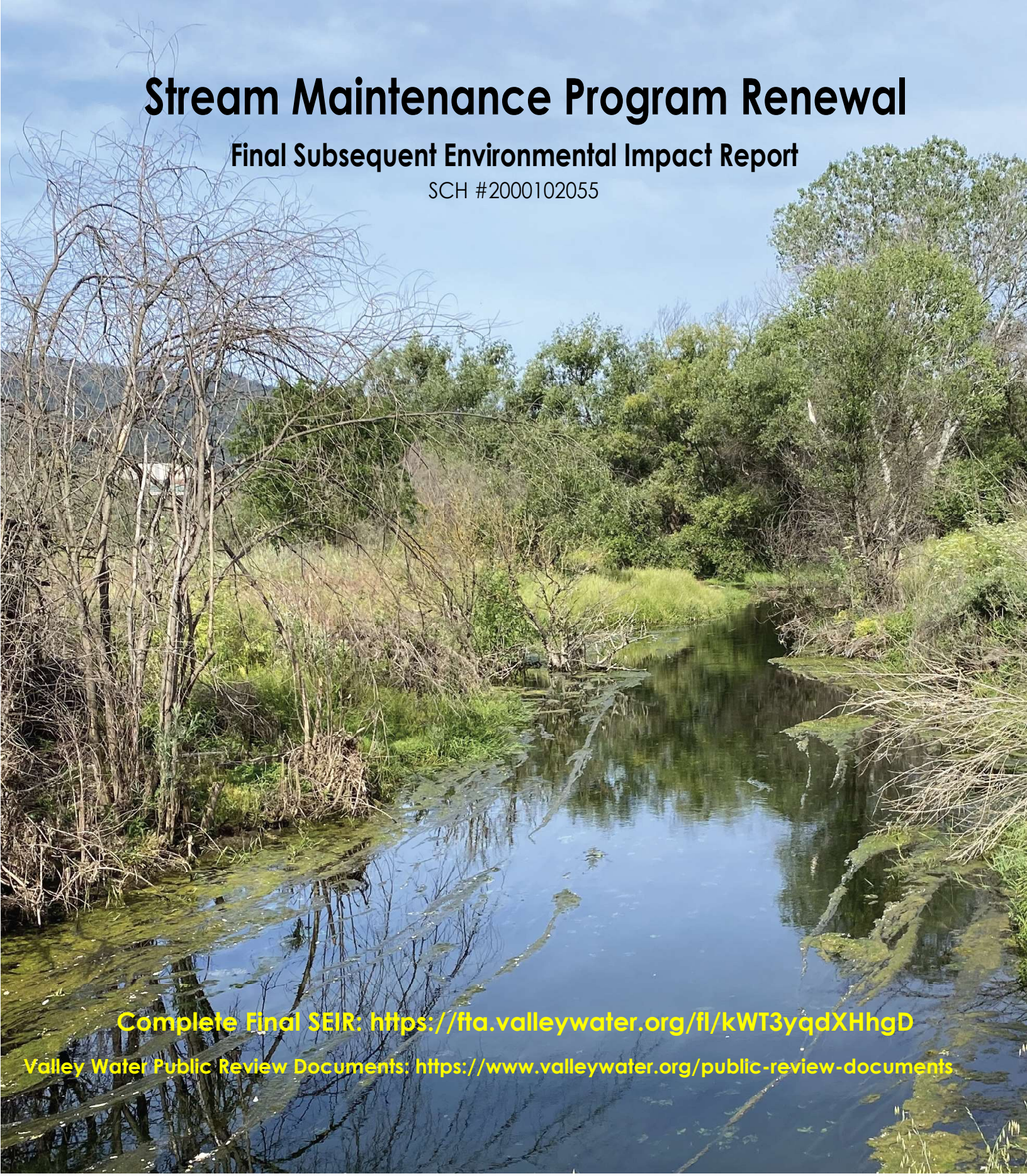
ATTACHMENTS:
Attachment 1: SMP Renewal Final SEIR Cover Page and Link
Attachment 2: Resolution
Attachment 3: PowerPoint

UNCLASSIFIED MANAGER:
Jennifer Codianne, 408-630-3876

Stream Maintenance Program Renewal

Final Subsequent Environmental Impact Report

SCH #2000102055



Complete Final SEIR: https://fta.valleywater.org/fl/kWT3yqdXHhgD

Valley Water Public Review Documents: https://www.valleywater.org/public-review-documents

Santa Clara Valley Water District

March 2026

MONTROSE ENVIRONMENTAL

Valley Water

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BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2026-

CERTIFYING THE FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT AND ADOPTING CEQA FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE STREAM MAINTENANCE PROGRAM RENEWAL

WHEREAS, the Santa Clara Valley Water District ("Valley Water") proposes to conduct the Stream Maintenance Program Renewal ("SMP-3" or "Program Renewal"); and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code §§ 21000 et seq.), Valley Water as lead agency has prepared a Final Subsequent Environmental Impact Report ("SEIR") for the Program Renewal (State Clearinghouse Number #2000102055); and

WHEREAS, prior to approving a project for which an SEIR was prepared, Valley Water as the lead agency is required to certify a Final SEIR, adopt written findings of fact for each significant environmental effect of the Project, adopt a statement of overriding considerations, and adopt a mitigation monitoring and reporting program, in accordance with CEQA Guidelines §§ 15090, 15091, 15093, and 15097; and

WHEREAS, Valley Water properly prepared and circulated a Notice of Preparation on May 27, 2022, as required by CEQA Guidelines § 15082(a); and

WHEREAS, pursuant to CEQA Guidelines § 15082(c), Valley Water held an SEIR scoping meeting on June 16, 2022; and

WHEREAS, following filing a Notice of Completion and Notice of Availability ("NOA") with the Governor's Office of Land Use and Climate Innovation ("LCI") and making the NOA publicly available, a Draft SEIR was published on July 21, 2025, and was circulated for public review for a 59-day public review period, through September 17, 2025; and held a public meeting on August 27, 2025; and

WHEREAS, Valley Water received two written comment letters on the Draft SEIR related to Draft SEIR contents; and

WHEREAS, Valley Water evaluated and prepared written responses to these comments as required by CEQA Guidelines § 15088; and

WHEREAS, Valley Water prepared the Final SEIR as required by CEQA Guidelines § 15132, consisting of a comprehensive revision to the Draft SEIR (including appendices), public comments on the Draft SEIR received during the Draft SEIR public review period, a list of commenters, and responses to these public comments; and

WHEREAS, the Final SEIR consists of two volumes: the March 2026 Final SEIR, including public comments and responses; (Volume 1); and the July 2025 Draft EIR, with revisions (Volume II), which includes the Program Manual, with revisions (Appendix A); and

WHEREAS, Valley Water made the Final SEIR publicly available on its website on March 27, 2026 and filed the Final SEIR with LCI; and

WHEREAS, pursuant to CEQA Guidelines § 15088(b), Valley Water provided proposed written responses to all public agencies that submitted timely comments on the Draft SEIR at least 10 days prior to SEIR certification; and

WHEREAS, the Final SEIR satisfies all requirements of CEQA and the CEQA Guidelines; and

WHEREAS, following publication of the Final SEIR, Valley Water staff recommended that the Valley Water Board of Directors approve the Program Renewal as described in the Final SEIR; and

WHEREAS, the Valley Water Board of Directors, at its regular session on April 28, 2026, reviewed and considered information on the significant environmental impacts of the Program Renewal, including information in the Final SEIR, comments on the Draft SEIR received during and after the close of the SEIR public review period, and written and oral testimony at SEIR and Program meetings and hearings; and

WHEREAS, no information added to the Draft SEIR, no comments made in the public meetings conducted by Valley Water, or any additional information submitted to Valley Water have constituted significant new information requiring Draft SEIR recirculation under CEQA Guidelines § 15088.5; and

WHEREAS, Valley Water has prepared CEQA Findings of Fact, in compliance with Public Resources Code §§ 21081 and 21081.5 and CEQA Guidelines § 15091, for every significant impact of the Program Renewal identified in the SEIR, including an explanation of the rationale for each finding (attached as Exhibit A); and

WHEREAS, the Program Renewal will have significant impacts that cannot be mitigated to less than significant levels, and Valley Water has prepared a Statement of Overriding Considerations in compliance with Public Resources Code § 21081(b) and CEQA Guidelines § 15093 (also included in Exhibit A), which concludes that specific economic, legal, social, technological, and other benefits of the Program Renewal outweigh the significant and unavoidable impacts identified in the SEIR; and

WHEREAS, Valley Water has prepared a Mitigation Monitoring and Reporting Program in compliance with Public Resources Code § 21081.6(a) and CEQA Guidelines § 15097 (attached as Exhibit B) to monitor implementation of the mitigation measures identified in the Final SEIR during project implementation; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

1. Pursuant to CEQA Guidelines § 15090, the Board of Directors certifies the Final SEIR, certifying that:

    a. The Final SEIR has been completed in compliance with CEQA.

    b. Prior to making a decision on the Program Renewal, the Final SEIR was presented to the Board of Directors, which has reviewed and considered the information contained in the Final SEIR and the record including, but not limited to, technical reports, oral and written comments provided by the public and state and local agencies, and responses to said comments contained in the Final SEIR.

    c. The Final SEIR reflects the independent judgement and analysis of Valley Water.

2. The Board of Directors makes and adopts the Findings of Fact, as required by Public Resources Code §§ 21081 and 21081.5 and CEQA Guidelines § 15091, which are attached as Exhibit A and incorporated fully by this reference; and

3. The Board of Directors adopts the Statement of Overriding Considerations, as required by Public Resources Code § 21081(b) and CEQA Guidelines § 15093, which is also included in Exhibit A and incorporated fully by this reference; and

4. The Board of Directors adopts the Mitigation Monitoring and Reporting Program, as required by Public Resources Code § 21081.6(a) and CEQA Guidelines § 15097, which is attached as Exhibit B and incorporated fully by this reference.

5. The documents and materials which constitute the record of proceedings upon which this decision is based are available from the Clerk of the Board of Valley Water, 5750 Almaden Expressway, San Jose, CA 95118-3614.

6. The Chief Executive Officer is hereby authorized and directed, on behalf of Valley Water's Board of Directors, to execute any such documents and to perform any such acts as may be deemed necessary or appropriate to accomplish the intent of this resolution.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on April 28, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

EXHIBIT A
COVERSHEET

FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT FOR THE STREAM MAINTENANCE PROGRAM RENEWAL: FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

No. of Pages: 88

Exhibit Attachments: Attachment 1: A: Mitigation Measures

EXHIBIT A

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS BY THE BOARD OF DIRECTORS OF THE SANTA CLARA VALLEY WATER DISTRICT REGARDING THE FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT FOR THE STREAM MAINTENANCE PROGRAM RENEWAL

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Attachments

Attachment A. Mitigation Measures

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I. Background

A. INTRODUCTION AND CEQA REQUIREMENTS

The Santa Clara Valley Water District (Valley Water), as lead agency, prepared a Subsequent Environmental Impact Report (SEIR) for the Stream Maintenance Program Renewal ("SMP-3" or "Program Renewal"). The SEIR (State Clearinghouse No. 2000102055) consists of two volumes: the March 2026 Final SEIR, including public comments and responses (Volume 1); and the July 2025 Draft EIR, with revisions (Volume II), which includes the Program Manual, with revisions (Appendix A).

This document presents Findings of Fact and Statement of Overriding Considerations by the Board of Directors of the Santa Clara Valley Water District (Board) regarding the SEIR for the Program Renewal, for which Valley Water is acting as the CEQA lead agency. The Findings and Statement of Overriding Considerations presented herein were prepared in compliance with CEQA and the State's CEQA Guidelines. Substantial evidence supporting all findings made herein is contained in the SEIR and/or the record of proceedings.

If a Project would have significant adverse effects on the environment, CEQA requires the lead agency to prepare findings describing how those effects would be avoided or substantially lessened. Under California Public Resources Code (PRC) § 21081[a], several findings are possible:

(1) Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

(2) Changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency.

(3) Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

PRC § 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors." CEQA Guidelines § 15364 adds another factor: "legal" considerations. [See also Citizens of Goleta Valley v. Board of Supervisors (1990) 52 Cal.3d 553, 565.] The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project [City of Del Mar v. City of San Diego (1982) 133 Cal.App.3d 410,417]. "'[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." [Id.; see also Sequoyah Hills Homeowners Assn. v. City of Oakland (1993) 23 Cal.App.4th 704, 715.] Alternatives and mitigation measures may also be determined to be infeasible if they do not "fully satisfy the objectives associated with a proposed project" or are "undesirable from a policy standpoint." [California Native Plant Society v. City of Santa Cruz (2009) 177 Cal.App.4th 957, 998, 1000.]

If an adopted mitigation measure substantially lessens an environmental impact, a lead agency need not take further steps to mitigate that impact in order to entirely avoid it. See Save Panoche Valley v. San Benito County (2013) 217 Cal. App. 4th 503, 528.

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project (CEQA Guidelines § 15093). For a project that has significant impacts that cannot feasibly be avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a Statement of Overriding Considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects" [CEQA Guidelines §§ 15093, 15043(b); see also PRC § 21081(b)].

B. DESCRIPTION OF FINAL SEIR PROPOSED PROJECT

The Program Renewal objectives are to:

- Remove the necessary sediment to provide flow conveyance and safety while maintaining habitat functions in creek systems;
- Manage vegetation to maintain access, flow conveyance, flood protection, and public safety in Valley Water's channels and right-of-way. Vegetation management is also conducted to reduce fire fuel loads and wildfire risk and preserve the structural integrity of flood protection facilities. Vegetation management may also be conducted to promote overall ecological health, improve habitat for sensitive species, maintain restoration sites, and promote stewardship.
- Manage vegetation to allow levee inspections and provide inspection visibility and access to maintenance work sites;
- Stabilize eroding stream and channel beds and banks to protect existing infrastructure, maintain public safety, reduce sediment loading, protect water quality, and protect habitat values; and
- Avoid, minimize, or mitigate impacts on the environment by identifying and prioritizing when maintenance work is necessary and incorporating stream stewardship measures to further reduce potential impacts and enhance ecologic function where possible.

This section summarizes information included in Chapter 2, *Project Description*, in Volume II of the Final SEIR. Valley Water manages approximately 333 miles of streams and channels throughout Santa Clara County, of which 185 miles are constructed and improved channels. Routine maintenance is necessary to reduce flood risks, ensure structural integrity of Valley Water facilities, enhance ecologic function, and ensure public safety.

Since 2001, Valley Water has administered the Stream Maintenance Program (SMP or Program) to guide, manage, and conduct routine maintenance of streams, improved channels, and related flood protection facilities such that these facilities can continue to provide adequate flow conveyance capacity and function properly. The Program manages and tracks

maintenance work and costs, monitors environmental conditions, and mitigates for the Program as a whole, rather than on an individual project basis.

The Stream Maintenance Program Renewal is designed to replace the 2nd iteration (SMP-2) of documents that guided the SMP from 2012 to 2022. In 2021, Valley Water initiated the third iteration of the SMP (also referred to as “SMP-3” or Program Renewal) to: (1) review SMP activities and revise the SMP Manual, (2) update its environmental compliance documentation, and (3) renew necessary SMP permits to guide the ongoing program. In 2023, Valley Water requested extensions from regulatory agencies for various SMP-2 permits that were set to expire in 2023. Valley Water received several permit extensions with varying expiration dates. The Program Renewal (including the updated manual and Final SEIR) is intended to cover the 10-year planning period from 2027 to 2036. The permit extensions will cover the gap between 2023 through 2026. The Program Renewal is a continuation of past routine creek maintenance activities in the same areas, using many of the same techniques. However, the Program Renewal includes some updates to the Program, including the addition of new work activities and updates to the Program work limits.

The proposed Program Renewal would consist of vegetation management, sediment removal, bank stabilization, downed tree management (including large woody debris), management of animal conflicts, and minor maintenance activities in areas where Valley Water has land rights or has maintenance obligations pursuant to effective licenses and agreements for approximately 333 miles of creeks and channels in Santa Clara County.

Vegetation management activities are intended to maintain access, flow conveyance, flood protection, and public safety in Valley Water’s channels and rights-of-way. Vegetation management is also conducted to reduce fire fuel loads and wildfire risk, preserve the structural integrity of flood protection facilities, and provide inspection visibility and access to Valley Water facilities. Vegetation management may also be conducted to promote overall ecological health, improve habitat for sensitive species, maintain restoration sites, and promote stewardship. Activities would include pruning, coppicing, vegetation and tree removal, herbicide application, mowing, grazing, mitigation site maintenance, and nonnative invasive plant management. Vegetation management activities such as hand removal, herbicide application, pruning, and mowing are projected work activities. Other types of vegetation management, such as grazing, would be performed on an as-needed basis along any creek or channel within the Program Renewal Area where Valley Water has fee title or easement.

Removal of sediment deposited in flood protection channels is an important maintenance activity to assist channels in conveying flows and minimizing flood hazards. Accumulated sediment can reduce channel flow conveyance capacity, prevent facilities or appurtenant structures from functioning as intended, impede fish passage and access to fish ladders, and/or block access to Valley Water facilities. Sediment removal is a projected work activity, although annual quantities of sediment removal may vary based on climatic, hydrologic, and geomorphic conditions. This activity does not include increasing a channel’s flow conveyance capacity beyond the as-built design.

Stabilizing and repairing eroding stream channel banks, beds, and levees is a routine activity; however, the specific work locations are not certain until after each winter season. Thus, this

type of maintenance is not a projected work activity but will be assessed annually on an as-needed basis. A specific set of 13 bank stabilization treatments (and variations) is analyzed.

Valley Water manages downed trees because fallen trees and debris can increase hydraulic roughness, reduce channel conveyance capacity, and raise the risk of erosion or flooding. Under the Program Renewal, large woody debris (LWD) is defined as downed trees at least 12 inches in diameter and 6 feet long located below the Ordinary High Water Mark in anadromous salmonid creeks. While LWD can provide important ecological benefits, such as shading and fish habitat, Valley Water evaluates each instance for potential impacts to erosion, flooding, conveyance capacity, and nearby infrastructure. If risks are minimal, LWD is retained as a habitat feature. If LWD poses flood or infrastructure risks, Valley Water may reposition, modify, cut, or remove the debris to protect channel function and facilities on an as-needed basis. Downed tree management is not a projected activity.

Animals may destabilize banks and levees as a result of burrowing, foraging on mitigation sites, and interfering with work activities. Management of animal conflicts refers to the use of avoidance tactics, biological controls, physical site alterations, habitat modification, live trapping, and fumigation to reduce conflicts between Valley Water facilities and local species. These management activities are routine but are not projected except for rodent control activities on designated levee reaches.

The locations of minor maintenance activities are not projected, and minor maintenance may occur anywhere within the Program Renewal Area. Minor maintenance includes fence repairs, access road maintenance, trash and debris removal, removal of small downed trees (defined as not in a salmonid creek or less than 12 inches in diameter and less than 6 feet), minor sediment removal (25 cubic yards or less), ongoing maintenance of restoration sites, stream gauge maintenance, minor erosion repairs above the Ordinary High Water Mark, and other minor maintenance activities needed to maintain Valley Water facilities. This category of work also includes in-kind replacement of structures within the same footprint (i.e., culverts, pipes, creeks-in-pipe, replacement of concrete linings) and in-kind bank repairs if the hardscape and softscape facilities are replaced with similar materials. As part of the Program Renewal, the category of minor maintenance has been expanded to include:

- Trash boom maintenance;
- Routine work at maintenance yards;
- Floodwall maintenance;
- Maintenance of the Palo Alto Flood Basin tide gates;
- Maintenance of fish ladders that are not associated with a diversion; and
- Maintenance of passive flood barriers.

C. BEST MANAGEMENT PRACTICES AND VHP CONDITIONS

BMPs are standard practices that are implemented for most Program Renewal activities to avoid or minimize impacts to water quality and other environmental resources and include

measures and procedures to identify site or maintenance constraints, such as biological or cultural resource surveys. They protect and enhance existing habitat, protect maintenance workers and the public from equipment hazards, and provide specific and detailed guidance on vegetation management procedures, sediment removal activities, and bank stabilization techniques implemented by Valley Water. BMPs also include procedures for animal management activities and application of pesticides.

Relevant Valley Water BMPs and VHP conditions have been incorporated into the Program Renewal and are listed in the Final EIR, Table 2-10, in Chapter 2, *Project Description*, and in Attachment A to the SMP Manual (Appendix A of the FEIR).

D. ENVIRONMENTAL REVIEW PROCESS

Valley Water, the lead agency for the Program Renewal, prepared the Program Renewal Final SEIR, based on the requirements of CEQA (PRC §§21000-21177) and the CEQA Guidelines (California Administrative Code, Title 14 §§15000-15387). The Final SEIR for the Program Renewal contains a description of project elements, information on the project setting, assessment of impacts, alternatives, and proposed mitigation and other standard measures designed to reduce such impacts. Decisions about project objectives, feasible alternatives, and the scope of the Final SEIR were based on input from environmental assessments, project meetings, the public participation process, and resource agency meetings.

1. DEVELOPMENT OF THE DRAFT SEIR

Valley Water submitted the Notice of Preparation (NOP) of the Draft SEIR to the California Office of Planning and Research (OPR) (now the Governor's Office of Land Use and Climate Innovation (LCI) on May 27, 2022. The NOP was distributed to a broad range of stakeholders, including state, federal, and local regulatory agencies and jurisdictions, utilities, and interested individuals in the Program Renewal Area. The purpose of the NOP was to solicit comments from public agencies on issues to be considered in the Draft SEIR. Public comments were received by mail and e-mail during the 30-day public scoping period, May 27 to June 27, 2022. One public scoping meeting was held on June 16, 2022, at the Valley Water Headquarters Building Boardroom and via Zoom. Issues raised in the NOP comment letters (presented in Appendix B of Volume II of the Final SEIR) were addressed in the Draft SEIR.

The Draft SEIR and Notice of Completion were filed with LCI and the Clerk of the County of Santa Clara on July 21, 2025. The 59-day[1] review period for the Draft SEIR occurred from July 21, 2025, to September 17, 2025. Bound hard copies of the Draft SEIR were placed at Valley Water headquarters, and on reserve at several public libraries, including the Dr. Martin Luther King Jr. Library, Morgan Hill Public Library, Palo Alto (Rinconada) Public Library, Cupertino Public Library, and Milpitas Public Library. The Draft SEIR was also made available in electronic format online, via Valley Water's website. Notice of the Draft SEIR's availability was published in the *Mercury News* and was posted to Nextdoor (a neighborhood-based social networking

[1] Valley Water extended the original 45-day public review period by two weeks (14 days), which extended the public review period from 45 days to 59 days.

platform). A virtual public hearing to solicit comments on the Draft SEIR was held on August 27, 2025.

2. RESPONSE TO COMMENTS – DEVELOPMENT OF FINAL SEIR

Valley Water evaluated and considered all comments received from persons or agencies that reviewed the Draft SEIR. The Final SEIR reflects revisions to the Draft SEIR made to address comments received during public circulation. These revisions are shown with insertions underlined and deletions in strikeout in the Final SEIR. Valley Water has prepared written responses to all comments on the Draft SEIR. In total, Valley Water received 2 letters containing a total of 35 comments. Letters were received from the San Francisco Bay Regional Water Quality Control Board and the Central Coast Regional Water Quality Control Board.

E. FINAL SEIR AND CERTIFICATION PROCESS

Valley Water released the Final EIR on March 27, 2026, and posted the Final EIR on its website. The Final EIR was also filed with LCI.

Prior to considering adoption of these Findings, pursuant to CEQA Guidelines Section 15090, on April 28, 2026, the Board certified the Final EIR, certifying that:

- The Final EIR was completed in compliance with CEQA;
- The Final EIR was presented to the decision-making body of the lead agency—the Board—and that the decision-making body reviewed and considered the information contained in the Final EIR prior to approving the project; and,
- The Final EIR reflects the lead agency's independent judgment and analysis.

Following publication of the Final EIR, Valley Water staff recommended that the Board approve the proposed project described in Chapter 2, *Project Description*, in Volume II of the Final SEIR.

F. RECORD OF PROCEEDINGS

In accordance with PRC § 21167.6(e), the record of proceedings for Valley Water's decision on the Project includes the following documents:

- Valley Water Notice of Preparation, May 27, 2022;
- Stream Maintenance Program Renewal Draft SEIR (July 2025) and all appendices thereto;
- Stream Maintenance Program Renewal Final SEIR (March 2026) and all appendices thereto, including:

    - All written comments received in response to, or in connection with, environmental documents prepared for the Program Renewal, including responses to the Notice of Preparation;
    - Responses to Comments on the Draft SEIR;
- Documents cited or referenced in the Draft SEIR and Final SEIR;
- These findings adopted by Valley Water for the Program Renewal, including any additional documents cited or reference in addition to those cited above;
- The MMRP;
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the Program Renewal prepared by Valley Water or consultants to Valley Water with respect to Valley Water's compliance with CEQA and with respect to Valley Water's action on the Program Renewal;
- Any recordings of public meetings, public workshops, and public hearings held by Valley Water in connection with the Program Renewal; and
- Any other materials required for the record of proceedings by PRC Section 21167.6, subdivision (e).

Copies of the Final SEIR are in Valley Water's library and on file, along with the planning and other Valley Water records, minutes, and files constituting the record of the proceedings, and are incorporated herein by this reference. The Board designates the Clerk of the Board of Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118, as the custodian of documents and record of proceedings on which the decision was based.

II. Significant Impacts Which Can Be Mitigated to a Less than Significant Level

The Final SEIR identified a number of significant environmental impacts that could occur with the implementation of the Program Renewal.

The Board finds that for the significant impacts described in this section, feasible changes or alterations have been required in, or incorporated into, the Program Renewal which avoid or substantially lessen these environmental effects. The mitigation measures are described in an abbreviated fashion; Attachment A to these Findings sets forth a complete description of the Final SEIR mitigation measures.

A. AESTHETICS

Impact AES-2: Substantial Damage to Publicly Visible Scenic Resources, Including but not Limited to Trees, Rock Outcroppings, and Historic Buildings Viewed from a State or Locally Designated Scenic Highway (Final SEIR, Volume II, page 3.2-9)

The Program Renewal Area includes a State-designated scenic highway; highways eligible for listing as State scenic highways; and County-designated scenic freeways, expressways, arterials, and rural routes, as well as recreational trails that provide publicly accessible views of scenic resources, including riparian vegetation along Valley Water–maintained channels and facilities. Program Renewal maintenance activities may occur within or adjacent to areas visible from these scenic highways, scenic routes, and recreational trails. Such activities, including sediment removal, bank stabilization, management of animal conflicts, vegetation management, and minor maintenance, may temporarily disrupt views due to the presence of equipment and short-term changes to vegetation.

Maintenance activities would be temporary and infrequent at any given location and would not result in permanent degradation of scenic views. Views of maintenance equipment and activities would be short term and would not leave a lasting visual impression on motorists traveling at highway speeds or on recreational users along creekside trails. The Program Renewal would not result in substantial damage to rock outcroppings or historic buildings.

Vegetation management activities, including pruning, coppicing, and vegetation removal, could alter the visual condition of riparian corridors and affect scenic views. Tree removal would occur only where necessary to maintain channel conveyance capacity, protect the structural integrity of Valley Water facilities, allow for inspection of infrastructure, or address wildfire or public safety risks. Removal of hazard trees, which are dead, dying, or unstable, would not constitute damage to scenic resources and would generally result in visual improvement. However, removal of mature, healthy (non-hazard) trees could result in a significant impact to scenic resources. Although such removals would be limited in number and extent, degradation of scenic resources associated with removal of mature, healthy trees would be a significant impact without mitigation.

Mitigation

Valley Water will implement *Mitigation Measure BIO-12: Compensatory Mitigation for Impacts to Woody Riparian Vegetation* to address Program Renewal impacts on publicly visible scenic resources associated with the removal of trees. Mitigation Measure BIO-12 requires compensatory mitigation for temporary and permanent impacts to woody riparian vegetation, including replacement of removed trees with native species within the same watershed, development of reach characterization sheets to inform appropriate revegetation and maintain ecological equilibrium, and enhancement of ecosystem recovery following large wildfires. Although short-term visual impacts may occur prior to the establishment and maturation of replacement vegetation, these effects would be temporary. Implementation of Mitigation Measure BIO-12 would reduce impacts to publicly visible scenic resources to less-than-significant levels (Final SEIR, Volume II, page 3.2-11).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measure BIO-12 is feasible and hereby adopts it as described in Attachment A to these Findings. This mitigation measure will be incorporated into the Program Renewal documentation to ensure its implementation. Implementing Mitigation Measure BIO-12 would prevent substantial adverse effects on publicly visible scenic resources by requiring compensatory mitigation for removal of mature, healthy trees. With this measure in place, impacts related to substantial damage to publicly visible scenic resources would be less than significant with mitigation.

Cumulative Impact AES-1: Cumulative Impacts on Aesthetics (Final SEIR, Volume II, page 4-11)

The geographic scope of cumulative aesthetic impacts includes areas within and adjacent to the Program Renewal Area and throughout Santa Clara County where the Program Renewal would be visible within shared viewsheds. Past, present, and reasonably foreseeable future development projects and capital improvement projects within this area could affect the same scenic and visual resources as the Program Renewal.

Cumulative aesthetic impacts could occur if the Program Renewal and other cumulative projects are implemented concurrently and result in substantial adverse effects on scenic vistas; damage to scenic resources; degradation of the existing visual character or quality of public views; conflicts with applicable zoning and other regulations governing scenic quality; create substantial new light or glare; or involve removal of visually prominent vegetation, including mature trees. As described in Impact AES-2 above, scenic resources within the Program Renewal Area include designated and eligible State scenic highways, County-designated scenic routes, recreational trails, and riparian corridors that contribute to the visual quality of the landscape.

Although the Program Renewal would not introduce new sources of light or glare and would not conflict with applicable zoning or scenic regulations, maintenance activities, vegetation management, and tree removal associated with the Program Renewal could result in changes

to the visual character of riparian areas and views from public vantage points. When combined with the effects of cumulative development and infrastructure projects occurring within the same viewsheds and timeframe, the Program Renewal could contribute to a significant cumulative impact on aesthetics, and the Program Renewal's incremental impacts would be cumulatively considerable.

Mitigation

To reduce the Program Renewal's contribution to cumulative aesthetic impacts, Valley Water will implement *Mitigation Measure BIO-12: Compensatory Mitigation for Impacts to Woody Riparian Vegetation*, which provides for the preservation, enhancement, and/or restoration of woody riparian vegetation affected by the Program Renewal. Because riparian vegetation contributes substantially to scenic quality and visual character, implementation of this mitigation measure will reduce visual impacts associated with vegetation removal and alteration of riparian corridors (Final SEIR, Volume II, page 3.4-303).

With implementation of Mitigation Measure BIO-12, the Program Renewal's incremental contribution to cumulative aesthetic impacts would be reduced to a less-than-cumulatively-considerable level. Accordingly, cumulative impacts on aesthetics would be less than significant with mitigation.

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant cumulative effects on the environment. The Board finds that Mitigation Measure BIO-12 is feasible and hereby adopts it as described in Attachment A to these Findings. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. Implementing Mitigation Measure BIO-12 would prevent substantial adverse effects on scenic quality and visual character by requiring compensatory mitigation for removal of vegetation and healthy trees. With implementation of Mitigation Measure BIO-12, the Program Renewal would result in a less-than-cumulatively-considerable contribution to a significant cumulative impact related to aesthetics, and the cumulative impact would be less than significant with mitigation.

B. BIOLOGICAL RESOURCES

Impact BIO-1A: Impacts on Serpentine-Associated Special-Status Plant Species (Final SEIR, Volume II, page 3.4-125)

Although serpentine habitats are known to occur in the larger Program Renewal Area, surveys have determined that these habitats are absent from maintenance activity areas. Nevertheless, the possibility that serpentine-associated special-status plant species may colonize serpentine habitat adjacent to Program Renewal work areas in the future cannot be eliminated. Therefore, there is some possibility that Program Renewal activities, such as bank stabilization, sediment removal, vegetation management, and animal conflict management activities, may result in

impacts on serpentine-associated special-status plants, including indirect impacts on individuals and temporary or permanent impacts on suitable habitat.

Serpentine plant communities in the Program Renewal Area support a variety of unique plant species, including 13 special-status species: Tiburon paintbrush (*Castilleja affinis* ssp. *neglecta*), coyote ceanothus (*Ceanothus ferrisiae*), Santa Clara Valley dudleya (*Dudleya abramsii* ssp. *setchellii*), Metcalf Canyon jewel-flower (*Streptanthus glandulosus* subsp. *Albidus*), Franciscan onion (*Allium peninsulare* var*. franciscanum*), big-scale balsamroot (*Balsamorhiza macrolepis*), pink creamsacs (*Castilleja rubicundula* ssp. *rubicundula*), Mt. Hamilton thistle (*Cirsium fontinale* var. *campylon*), fragrant fritillary (*Fritillaria falcata*), woolly-headed lessingia (*Lessingia hololeuca*), smooth lessingia (*Lessingia micradenia* var. *glabrata*), woodland woollythreads, and most beautiful jewel-flower (*Streptanthus albidus* ssp. *peramoenus*). Because Tiburon paintbrush, coyote ceanothus, Santa Clara Valley dudleya, Metcalf Canyon jewel-flower, and any other federally listed endangered species that may be detected in the Program Renewal Area in the future are extremely rare in the region, Valley Water has determined that Program Renewal activities resulting in impacts on any individuals of Tiburon paintbrush or more than 5 percent of a population (by individuals or occupied area) of other listed species would result in a substantial adverse effect on the species and would be significant under CEQA. Additional indirect effects of Program Renewal activities on serpentine-associated special-status plants can occur due to nitrogen emitted by maintenance vehicles and equipment. Impacts on serpentine-associated special-status plant species would be significant.

Mitigation

Implementation of *Mitigation Measure BIO-1: Pay Santa Clara Valley Habitat Plan Nitrogen Deposition Fees* specifies payment of Valley Habitat Plan (VHP) nitrogen deposition fees through the Habitat Agency's Voluntary Fee Payments Policy for all Program Renewal activities (regardless of VHP coverage) to reduce effects of nitrogen deposition. For both VHP-covered and non-VHP-covered activities, with the implementation of Mitigation Measure BIO-1, impacts on VHP-covered serpentine-associated special-status plants are less than significant under CEQA (Final SEIR, Volume II, page 3.4-129).

Findings

Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measure BIO-1 is feasible and hereby adopts it as described in Attachment A to these Findings. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. Implementing Mitigation Measure BIO-1 would prevent substantial adverse effects to serpentine-associated special-status plant species by requiring compensatory mitigation to reduce effects of nitrogen deposition. With this measure in place, impacts on serpentine-associated special-status plant species would be less than significant with mitigation.

Impact BIO-1B: Impacts on Non-Serpentine-Associated Special-Status Plant Species (Final SEIR, Volume II, page 3.4-130)

The Program Renewal may negatively affect special-status plants not strongly associated with serpentine communities and instead typically occurring in communities such as valley and

foothill grasslands, wetlands/seeps, and salt marshes. Maintenance activities such as trampling by personnel and equipment, soil compaction leading to damage of roots, or alteration of hydrology and mechanical, physical, or chemical removal of vegetation may kill or damage the following 21 plant species.

- Anderson's manzanita (*Arctostaphylos andersonii*)
- Alkali milk-vetch (*Astragalus tener* var. *tener*)
- Brittlescale (*Atriplex depressa*)
- Congdon's tarplant (*Hemizonia parryi* ssp. *congdonii*)
- Santa Clara red ribbons (*Clarkia concinna* ssp. *automixa*)
- San Francisco collinsia (*Collinsia multicolor*)
- Point Reyes bird's beak (*Chloropyron maritimum* ssp. *palustre*)
- Hospital Canyon larkspur (*Delphinium californicum* ssp. *interius*)
- Western leatherwood (*Dirca occidentalis*)
- Small spikerush (*Eleocharis parvula*)
- Hoover's button-celery (*Eryngium aristulatum* var. *hooveri*)
- Satan's goldenbush (*Isocoma menziesii* var. *diabolica*)
- Arcuate bush-mallow (*Malacothamnus arcuatus*)
- Prostrate vernal pool navarretia (*Navarretia prostrata*)
- Saline clover (*Trifolium depauperatum* var. *hydrophilum*)

It is also possible that additional non-serpentine-associated special-status plant species listed as CRPR Rank 1, 2, 3, or 4 by the California Native Plant Society (CNPS) may be discovered in the Program Renewal Area in the future, and Program Renewal activities could impact those species as well. Impacts on non-serpentine-associated special-status plant species would be significant.

Mitigation

Implementation of *Mitigation Measure BIO-2: Create or Enhance and Preserve Mitigation Populations of Non-VHP-Covered Special-Status Plant Species* will ensure that, if avoidance of non-VHP-covered special-status plants is not feasible as determined by Valley Water biologists and other staff (e.g., planners, engineers, construction supervisors), and more than 5 percent of a population (by occupied area or individuals) of a listed species or more than 10 percent of a population (by occupied area or individuals) of non-listed CNPS Rank 1–4 species that may be detected in the Program Renewal Area in the future (and for which the Habitat Agency's reserve system does not support sufficient populations to offset Program Renewal impacts) would be impacted, Valley Water will provide compensatory mitigation via the creation, enhancement, or preservation of occupied habitat for the impacted species. Creation of habitat and establishment of a new population would be provided at a minimum 1.5:1 (mitigation: impact) ratio; preservation and enhancement of an existing population would be provided at a minimum 1:1 (mitigation: impact) ratio. If mitigation occurs through creation of a new population, seed from

the population to be impacted may be harvested (or seed may be obtained from another source at an appropriate location, as determined by a qualified biologist) and used either to expand an existing population or to establish an entirely new population in suitable habitat. The mitigation measure described above would reduce the impacts below the level of significance for non-serpentine-associated special-status plant species (Final SEIR, Volume II, page 3.4-134).

Findings

Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measure BIO-2 is feasible and hereby adopts it as described in Attachment A to these Findings. Implementing Mitigation Measure BIO-2 would prevent substantial adverse effects on non-serpentine-associated special-status plant species by requiring compensatory mitigation for impacted species. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. With this measure in place, impacts on non-serpentine-associated special-status plant species would be less than significant with mitigation.

Impact BIO-1D: Impacts on Steelhead (Final SEIR, Volume II, page 3.4-143)

The Program Renewal Area contains designated critical habitat for both the Central California Coast (CCC) steelhead and South-Central California Coast (SCCC) steelhead. Program Renewal activities could impact the physical and biological features of critical habitat involving freshwater spawning, rearing, and migration habitat for both populations, as well as estuarine habitats of the CCC steelhead. Maintenance activities such as bank stabilization may significantly alter important habitat values and result in the direct injury or mortality of CCC steelhead and SCCC steelhead. Alteration to riparian shrubs and trees, instream and overhanging escape cover, and sedimentation can decrease habitat for fish. In contrast, bank stabilization is anticipated to result in long-term benefits to steelhead habitat. Gravel removal, which occurs during sediment removal, would reduce the extent and availability of potential spawning habitat, and possibly rearing habitat, in the short term by removing existing spawning habitat and in the long term by reducing gravel supply within a creek. However, sediment removal may also provide beneficial impacts to migrating salmonids by improving upstream and downstream passage conditions. Nonetheless, a minor adverse impact to steelhead habitat is expected to occur as a result of Program Renewal activities. Impacts on steelhead would be significant without mitigation.

Mitigation

Valley Water will implement *Mitigation Measure BIO-3: Augmentation of Spawning Gravel; Mitigation Measure BIO-4: Augmentation for Instream Complexity;* and *Mitigation Measure BIO-5: Salmonid Habitat Restoration Projects* for Program Renewal impacts to CCC and SCCC steelhead spawning habitat and stream function for habitat. Mitigation Measures BIO-3, BIO-4, and BIO-5 would reduce these impacts to less-than-significant levels by augmenting high-quality spawning gravel, augmenting instream habitat complexity, or implementing other projects that provide substantial habitat benefit for salmonids. Mitigation Measure BIO-3 states that if more than 100 square feet of sediment removal is proposed along steelhead streams, a Valley Water fisheries ecologist will assess the sediment removal site for spawning and rearing habitat quality before the initiation of work. The biologist will determine the extent of sediment that is proposed

for removal and that is considered to be “high quality” based on specific criteria. Valley Water will implement Mitigation Measure BIO-4 for loss of instream complexity, which provides cover and refugia during high flows. Enhancing instream complexity would involve a number of possible actions, such as enlarging an existing large woody debris feature or enhancing a pool feature threatened by sedimentation. Valley Water would implement Mitigation Measure BIO-5 to improve stream function for salmonid habitat by constructing large-scale salmonid habitat restoration projects that would involve either passage improvement; habitat feature development, such as large woody debris, gravel, and instream complexity; or other methods. The mitigation measures described above would reduce the impacts below the level of significance for steelhead (Final SEIR, Volume II, pages 3.4-152, 3.4-153, and 3.4-155).

Findings

Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measures BIO-3, BIO-4, and BIO-5 are feasible and hereby adopts them as described in Attachment A to these Findings. Implementing Mitigation Measures BIO-3, BIO-4, and BIO-5 would reduce impacts to steelhead by augmenting high-quality spawning gravel, augmenting instream habitat complexity, or implementing other projects that provide substantial habitat benefit for salmonids. These measures will be incorporated into the Program Renewal documentation to ensure their implementation. With these measures in place, impacts on steelhead would be less than significant.

Impact BIO-1E: Impacts on the Pacific Lamprey (Final SEIR, Volume II, page 3.4-157)

The Pacific lamprey is a California species of special concern that occurs in a number of Valley Water-maintained creeks. Electrofishing for fish relocation, stranding, herbicide and surfactant use, and increased turbidity on these species, their prey, and their habitat may result in the direct injury or mortality of individual fish. Impacts to Pacific lamprey would be significant.

Mitigation

Mitigation Measures BIO-3 and BIO-4 would reduce impacts to the Pacific lamprey by augmenting any high-quality spawning gravel that is removed during sediment removal activities and augmenting instream habitat complexity where high-quality features are removed. Mitigation Measure BIO-5 would be implemented to reduce residual impacts due to the loss of riparian and wetland habitats by replacing lost habitat functions and values through restoration, preservation, and enhancement. The mitigation measures described above would reduce the impacts below the level of significance for the Pacific lamprey (Final SEIR, Volume II, pages 3.4-152, 3.4-153, and 3.4-155).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measures BIO-3, BIO-4 and BIO-5 are feasible and hereby adopts them as described in Attachment A to these Findings. Implementation of these measures would reduce impacts to the Pacific lamprey by augmenting spawning gravel, restoring instream habitat complexity, and compensating for lost habitat through restoration, preservation, and enhancement. These

measures will be incorporated into the Program Renewal documentation to ensure their implementation. With these measures in place, impacts on Pacific lamprey would be less than significant with mitigation.

Impact BIO-1J: Impacts on the California Tiger Salamander, California Red-Legged Frog, and Foothill Yellow-Legged Frog (Final SEIR, Volume II, page 3.4-193)

The California tiger salamander (federally listed and state-listed as threatened), California red-legged frog (federally listed as threatened and a California species of special concern), and foothill yellow-legged frog (federally listed and state-listed as threatened) are found in similar locations in the Program Renewal Area (i.e., primarily areas outside of the Valley floor) and Program Renewal impacts on the species are similar. California tiger salamander may pass through work sites during seasonal movements to and from breeding ponds, breed in inoperable channels, and use upland burrows within work sites as refugia (e.g., to prevent dehydration during the dry summer and autumn months). California red-legged frogs may travel through Program Renewal work areas during seasonal (wet-season) movements, and/or may use upland burrows, crevices, woody debris, and vegetation within work sites as refugia year-round. Foothill yellow-legged frogs have been recorded along or adjacent to several creeks where maintenance activities are projected to occur.

Maintenance activities may result in the injury, or a low probability of mortality, of individuals as a result of worker foot traffic, equipment use, or vehicle traffic. Daily and seasonal movements throughout individuals' home ranges may be temporarily affected during maintenance activities because of disturbance, and substrate vibrations may cause individuals to move out of refugia, exposing them to a greater risk of predation or desiccation. California tiger salamanders may be crushed in their burrows by the passage of heavy equipment or trapped and suffocated, and petrochemicals, hydraulic fluids, and solvents that are spilled or leaked from construction vehicles or equipment may kill individuals. Direct mortality of individuals may occur because of filling or compaction of crevices/holes on levee surfaces or slopes. Mitigation activities such as gravel augmentation (Mitigation Measure BIO-3) and installation of instream complexity (Mitigation Measure BIO-4) could also result in direct and indirect impacts to California red-legged frogs and foothill yellow-legged frogs during installation; however, the habitat enhancements provided by these measures would be beneficial to both of these species. Program Renewal activities will result in temporary and permanent impacts on breeding habitat for the foothill yellow-legged frog and California red-legged frog, and on foraging and dispersal habitat for the California tiger salamander, California red-legged frog, and foothill yellow-legged frog in portions of the Program Renewal Area where these species occur. The majority of these impacts are expected to be temporary, as disturbed upland areas will typically be revegetated following maintenance activities. Some permanent impacts are expected to occur where activities such as bank stabilization and animal conflict management focused on burrowing mammals result in modifications to natural areas or removal of suitable refugia. Impacts to California tiger salamander, California red-legged frog, foothill yellow-legged frog would be significant.

Designated critical habitat for the California tiger salamander and California red-legged frog occurs within the Program Renewal Area, although maintenance work in critical habitat for California tiger salamander and California red-legged frog is anticipated to be rare.

Mitigation

Mitigation Measure BIO-6: Avoid Impacts on California Tiger Salamander, California Red-Legged Frog, and Foothill Yellow-Legged Frog Habitat and *Mitigation Measure BIO-7: Compensatory Mitigation for Impacts on Habitat for the California Tiger Salamander, California Red-Legged Frog, Foothill Yellow-Legged Frog, and Northwestern Pond Turtle* would be implemented to reduce impacts to a less-than-significant level unless and until all Program Renewal activities impacting the California tiger salamander, California red-legged frog, and foothill yellow-legged frog become VHP-covered activities (at which time Valley Water will comply with all VHP conditions rather than implementing Mitigation Measures BIO-6 and BIO-7). Mitigation Measure BIO-6 would be implemented to avoid conducting non-VHP-covered maintenance activities that do not provide an ecological benefit within portions of the Program Renewal Area that may be occupied by the California tiger salamander, California red-legged frog, and foothill yellow-legged frog. Mitigation Measure BIO-7 would be implemented if the assessment described under Mitigation Measure BIO-6 above determines that work activities would occur within areas potentially supporting these species, the impact is not in an existing Permanently Mitigated Area (PMA) (for the activity being performed), and the impact is not avoided either through avoiding the work activity or through planning work in a way that results in an overall neutral or positive effect on the site's habitat function for the species. Through Mitigation Measure BIO-7, Valley Water will provide mitigation to compensate for impacts on these species and their habitat. Mitigation provided under *Mitigation Measures BIO-12: Compensatory Mitigation for Impacts to Woody Riparian Vegetation* and *BIO-13: Compensatory Mitigation for Permanent Impacts to Wetlands and Aquatic Habitats* would enhance, rehabilitate, or create ecological communities that may provide habitat function for these amphibian species. These projects, therefore, would further benefit these species, if the mitigation occurs within the range of these species. The mitigation measures described above would reduce the impacts below the level of significance for these species (Final SEIR, Volume II, pages 3.4-204, 3.4-303, and 3.4-316).

Findings

Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measures BIO-6, BIO-7, BIO-12, and BIO-13 are feasible and hereby adopts them as described in Attachment A of these Findings. Implementation of Mitigation Measures BIO-6 and BIO-7 would avoid and compensate for impacts to habitat for California tiger salamander, California red-legged frog, and foothill yellow-legged frog (or would ensure compliance with applicable VHP conditions if activities become covered). Mitigation Measures BIO-12 and BIO-13 would provide additional compensatory mitigation for riparian, wetland, and aquatic habitats and would further support these species by enhancing or creating suitable habitat. These measures will be incorporated into the Program Renewal documentation to ensure their implementation. With these measures in place, impacts on California tiger salamander, California red-legged frog, and foothill yellow-legged frog would be less than significant with mitigation.

Impact BIO-1K: Impacts on the Northwestern Pond Turtle (Final SEIR, Volume II, page 3.4-205)

The northwestern pond turtle (federally proposed as threatened and a California species of special concern) has the potential to occur in all perennial creeks, many intermittent creeks, and most ponds in the Program Renewal Area. Suitable basking, foraging, and dispersal habitat is present in aquatic habitats throughout the Program Renewal Area, and suitable nesting habitat for pond turtles is present in adjacent upland areas. Proposed maintenance work, such as sediment removal and vegetation management, may result in the injury or mortality of turtles. For instance, the turtles or turtle eggs may be harmed or killed from crushing by construction personnel or equipment or as a result of desiccation or burying. In addition, riparian and upland areas that provide nesting habitat, dispersal habitat, and refugia for northwestern pond turtles may be temporarily or permanently lost during bank stabilization activities and the construction of temporary stream access routes.

Mitigation activities such as gravel augmentation (Mitigation Measure BIO-3) and installation of instream complexity (Mitigation Measure BIO-4) could also result in impacts to northwestern pond turtle individuals during installation; however, the net effect of these measures on turtles would be beneficial. Nevertheless, impacts to northwestern pond turtle would be significant.

Mitigation

Mitigation Measure BIO-7 would benefit the northwestern pond turtle through wetland, aquatic, and riparian habitat restoration, enhancement, and protection. This measure would help to maintain water quality, cover, and instream habitat complexity while protecting upland refugia and nesting habitat. The mitigation measure described above would reduce the impacts below the level of significance for the northwestern pond turtle (Final SEIR, Volume II, page 3.4-204).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measure BIO-7 is feasible and hereby adopts it as described in Attachment A to these Findings. Implementation of Mitigation Measure BIO-7 would reduce impacts to northwestern pond turtle by compensating for habitat loss through restoration, enhancement, and protection of wetland, aquatic, and riparian areas. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. With this measure in place, impacts on northwestern pond turtle would be less than significant with mitigation.

Impact BIO-1O: Impacts on the California Ridgway's Rail, California Black Rail, Salt Marsh Harvest Mouse, Salt Marsh Wandering Shrew, and Alameda Song Sparrow (Final SEIR, Volume II, page 3.4-225)

The California Ridgway's rail and salt marsh harvest mouse (both federally listed and state-listed as endangered and fully protected), California black rail (state-listed as threatened and fully protected), and Alameda song sparrow and salt marsh wandering shrew (California species of special concern) are similarly associated with marsh habitat in the Program Renewal Area, and the potential impacts from the Program Renewal would be similar. California Ridgway's rails and California black rails nest in South Bay marshes, particularly in the interiors of larger tidal

and brackish marshes. In addition, breeding and nonbreeding Ridgway's rails and black rails forage year-round within tidal habitats along the lowermost reaches of Program Renewal Area channels. The salt marsh harvest mouse and salt marsh wandering shrew are similarly associated with tidal marsh habitat along the lower reaches of tidal channels in the northern portion of the Program Renewal Area. Habitat for these species consists of pickleweed-dominated tidal marshes, as well as diked and muted tidal marshes. Salt marsh harvest mice also have been found in dense vegetation within brackish marshes in the South Bay. The Alameda song sparrow nests in salt marsh habitats, as well as in taller vegetation along tidal sloughs in the South Bay.

Program Renewal maintenance activities may result in the injury or mortality of salt marsh harvest mice and salt marsh wandering shrews because of equipment use (including mowing), vehicle traffic, and worker foot traffic. Individuals that vacate the area because of increased levels of noise and disturbance may be exposed to increased competition from members of the same species already occupying the area to which they were displaced and increased levels of predation because of unfamiliarity with the new area or lack of sufficient cover. Removal of vegetation may expose individual mice and shrews to predation.

Activities causing a substantial increase in noise or visual disturbance near Ridgway's rail, black rail, and/or Alameda song sparrow nest locations may result in nest abandonment, and possibly the loss of eggs or young as a result. Such activities may also disturb roosting and foraging individuals, which would likely move out of the area. In addition, individuals of these species (especially eggs or young in Alameda song sparrow nests) may be killed or injured during maintenance activities due to crushing by construction personnel or equipment.

Aquatic herbicide application, in-stream vegetation management, and sediment removal are projected close enough to nesting habitat for both Ridgway's rails and black rails to result in indirect effects on active nests of these species, and/or the indirect disturbance of roosting and foraging individuals. Non-instream herbicide application, hand removal of instream vegetation and mowing are projected to occur on the sides of levees adjacent to clapper rail and Alameda song sparrow habitat, which would reduce the amount of vegetative cover that may be used to conceal individuals from predators during high tides, especially during the winter. Impacts to Ridgway's rail, California black rail, salt marsh harvest mouse, salt marsh wandering shrew, and Alameda song sparrow would be significant.

Mitigation

Valley Water will implement *Mitigation Measure BIO-8: Island Ponds Mitigation* to provide mitigation for permanent impacts to tidal marsh habitat through application of Island Ponds mitigation credit. The implementation of Mitigation Measure BIO-8, which includes mitigation for impacts to tidal habitats, would reduce impacts of VHP-covered activities on habitats for the Alameda song sparrow and impacts of non-VHP-covered activities on habitats for the California Ridgway's rail, California black rail, Alameda song sparrow, salt marsh harvest mouse, and salt marsh wandering shrew to less-than-significant levels under CEQA by restoring extensive vegetated tidal marsh that would provide breeding and foraging habitat for these species, thereby ensuring that the Program Renewal does not substantially reduce the number or restrict the range of these species, have a substantial adverse effect on these special-status species, or impede the use of their nursery sites. The mitigation measure described above would reduce

the impacts below the level of significance for California Ridgway's rail, California black rail, Alameda song sparrow, salt marsh harvest mouse, and salt marsh wandering shrew (Final SEIR, Volume II, page 3.4-234).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measure BIO-8 is feasible and hereby adopts it as described in Attachment A of these Findings. Mitigation Measure BIO-8 reduces impacts to California Ridgway's rail, California black rail, Alameda song sparrow, salt marsh harvest mouse, and salt marsh wandering shrew by compensating for permanent tidal marsh habitat loss through restoration of extensive vegetated tidal marsh, thereby maintaining breeding and foraging habitat and avoiding substantial reductions in populations, range, or nursery function for covered special-status species. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. With this measure in place, impacts on California Ridgway's rail, California black rail, Alameda song sparrow, salt marsh harvest mouse, and salt marsh wandering shrew would be less than significant with mitigation.

Impact BIO-1Q: Impacts on the Least Bell's Vireo and Yellow-Breasted Chat (Final SEIR, Volume II, page 3.4-247)

The least Bell's vireo (federally and state-listed as endangered) and the yellow-breasted chat (California species of special concern) are assessed together because Program Renewal activities would affect these species and their habitats in a similar manner. Both species occur in sensitive riparian habitats within the Program Renewal Area.

Nesting habitat for the least Bell's vireo and yellow-breasted chat within the Program Renewal Area occurs along stream reaches although nesting habitat for the yellow-breasted chat is more widespread throughout the Program Renewal Area and occurs in a patchy distribution. Program Renewal maintenance activities, including sediment removal, vegetation management, aquatic herbicide application, mechanical mowing, and hand weed abatement, may occur within or adjacent to riparian habitats suitable for nesting and foraging by the least Bell's vireo and yellow-breasted chat. These activities could result in direct and indirect disturbance to individuals, including the potential injury or mortality of eggs or young in nests, nest abandonment due to noise or visual disturbance, and displacement of foraging or roosting individuals.

Maintenance activities may also result in temporary or permanent loss or modification of riparian and adjacent upland vegetation used by the least Bell's vireo and yellow-breasted chat for nesting and foraging. Impacts to woody riparian vegetation, herbaceous streambank vegetation, and adjacent non-developed uplands could reduce the availability and quality of suitable habitat. Impacts to least Bell's vireo and yellow-breasted chat would be significant.

Mitigation

Valley Water will implement *Mitigation Measure BIO-9: Compensatory Mitigation for Impacts on Least Bell's Vireo and Yellow-Breasted Chat Nesting and Foraging Habitats* to provide compensatory mitigation for impacts on suitable habitat for these species through payment of

VHP impact fees pursuant to the Habitat Agency's Voluntary Fee Payments Policy if non-VHP-covered work activities would occur within areas potentially supporting nests of these species outside of existing PMAs. Alternatively, Valley Water would implement Mitigation Measure BIO-12, which includes habitat creation, restoration, or preservation measures at a minimum ratio of 1:1. Mitigation will be located in areas that benefit the affected species, and suitability of impacted habitat will be determined by a qualified biologist.

Implementation of Mitigation Measure BIO-9 or Mitigation Measure BIO-12 would compensate for temporary and permanent impacts on nesting and foraging habitat and reduce impacts to less than significant levels (Final SEIR, Volume II, pages 3.4-253 and 3.4-303).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measures BIO-9 and BIO-12 are feasible and hereby adopts them as described in Attachment A to these Findings. Implementation of Mitigation Measures BIO-9 and BIO-12 would reduce impacts to least Bell's vireo and yellow-breasted chat through compensatory mitigation or through habitat creation, restoration, or preservation. These mitigation measures will be incorporated into the Program Renewal documentation to ensure their implementation. With these measures in place, impacts on the least Bell's vireo and yellow-breasted chat would be less than significant with mitigation.

Impact BIO-1T: Impacts on the Yellow Warbler (Final SEIR, Volume II, page 3.4-262)

The yellow warbler (California species of special concern) is a widespread but uncommon breeder in riparian habitats in the Program Renewal Area. Suitable breeding habitat consists of riparian woodlands, often in the upper reaches of cottonwood and willow-dominated riparian corridors, as well as in riparian habitats dominated by sycamores, alders, and other tree species.

Yellow warbler eggs or young in nests may be killed or injured during Program Renewal maintenance activities (e.g., tree removal), resulting from nest destruction by construction personnel or equipment, or by removal of vegetation containing a nest. Maintenance activities causing a substantial increase in noise, movement of equipment, or human presence near active nests also may result in nest abandonment, and possibly the loss of eggs or young as a result. Human disturbance leading to reduced attendance of nests potentially could increase the risk of brood parasitism by brown-headed cowbirds. Impacts to yellow warbler would be significant.

Mitigation

Valley Water will implement *Mitigation Measure BIO-10: Compensatory Mitigation for Impacts on Yellow Warbler Breeding Habitat* for impacts to occupied yellow warbler breeding habitat (i.e., riparian habitat known to have been occupied in recent years by the species) in areas not located in an existing PMA for the activity being performed. Mitigation will consist of riparian habitat creation, restoration, or preservation in locations where such habitat would benefit yellow warblers, at a minimum ratio of 1:1 on an acreage basis. Habitat suitability will be determined by a qualified biologist based on breeding-season surveys or comparison with known occupied

habitats. Implementation of Mitigation Measure BIO-10 would compensate for the loss or modification of yellow warbler nesting habitat and reduce impacts to less than significant levels (Final SEIR, Volume II, page 3.4-266).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measure BIO-10 is feasible and hereby be adopts it as described in Attachment A to these Findings. Implementation of Mitigation Measure BIO-10 will reduce impacts to yellow warbler by providing compensatory mitigation for the loss or modification of yellow warbler nesting habitat. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. With this measure in place, impacts on the yellow warbler would be less than significant with mitigation.

Impact BIO-1V: Impacts on the Pallid Bat, Townsend's Big-Eared Bat, and Non-Special-Status Bats (Final SEIR, Volume II, page 3.4-270)

The pallid bat (a California species of special concern) occurs sporadically throughout the Program Renewal Area. Maternity colonies have been documented at several locations in the Program Renewal Area. The species may also occur in or near open space or less-developed areas around the periphery of the Valley floor.

The Townsend's big-eared bat (a California species of special concern) is a rare resident in the Program Renewal Area, and there are no known locations of this species on the Santa Clara Valley floor, although there is potential for this species to occur in suitable habitat in the Program Renewal Area. Maternity roosts are not known or expected to occur on the Valley floor.

Common bat species such as the Mexican free-tailed bat, big brown bat, Yuma myotis, California myotis, and possibly other species may also roost in trees and structures throughout the Program Renewal Area. Roost types may include maternity and non-maternity roosts, and numbers of roosting individuals may vary from small (e.g., single individuals) to large (e.g., 10–20 individuals or greater).

The loss of high-quality roosting sites for bats could result from the removal of large trees (i.e., trees greater than 12 inches diameter-at-breast-height [dbh]), which are more likely to support cavities that could be used by colonies of roosting bats compared to smaller trees. When trees containing roosting colonies or individual bats are removed or modified, individual bats can be physically injured or killed, subjected to physiological stress resulting from being disturbed during torpor, or face increased predation because of exposure during daylight. In addition, nursing young may be subjected to disturbance-related abandonment by their mothers. Program Renewal-related disturbance in close proximity to a maternity roost potentially could cause females to abandon their young. Impacts to pallid bat, Townsend's big-eared bat, and non-special-status bats would be significant.

Mitigation

Mitigation Measure BIO-11: Provide Alternative Bat Roost would be implemented to reduce VHP-covered Program Renewal impacts on roosting bats to a less-than-significant level by

creating habitat suitable for roosting by these species and monitoring to ensure the roost becomes occupied, thereby ensuring that the Program Renewal does not reduce large occupied roosts in the Program Renewal Area. If an occupied roost supporting a pallid bat or Townsend's big-eared bat maternity colony of any size, a pallid bat or Townsend's big-eared bat nonbreeding roost of five or more individuals, a colony of at least 10 big brown bats, or a colony of at least 20 individuals of other non-special-status bats is to be removed by the Program Renewal, Valley Water will retain a qualified biologist to design and determine an appropriate location for an alternative roost structure. The structure will be placed as close to the impacted roost site as feasible. Valley Water will monitor the roost for up to 3 years (or until occupancy is determined, whichever occurs first) to determine use by bats. If by Year 3 bats are not using the structure, a qualified bat biologist, in consultation with the CDFW, will identify alternative roost designs or locations for placement of the roost, and monitoring of the new roost will occur for an additional 3 years (or until occupancy by bats has been verified). Implementation of Mitigation Measure BIO-11 would reduce VHP-covered Program Renewal impacts on roosting bats to less than significant levels (Final SEIR, Volume II, page 3.4-275).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measure BIO-11 is feasible and hereby adopts it as described in Attachment A to these Findings. Implementation of Mitigation Measure BIO-11 would reduce impacts to roosting pallid bats, Townsend's big-eared bats, and non-special-status bats through installation and monitoring of alternative roost structures near impacted sites. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. With this measure in place, impacts on pallid bats, Townsend's big-eared bat, and non-special-status bats would be less than significant with mitigation.

Impact BIO-1Z: Impacts on Non-Special-Status Animal Species (Final SEIR, Volume II, page 3.4-287)

Non-special-status fish, amphibian, reptile, mammal, and bird species are discussed together because they occur throughout the Program Renewal Areas. Although these species are not "special-status", they are discussed here because the large scope of the Program Renewal will affect entire communities of wetland and riparian-associated animals.

The Program Renewal Area supports a diverse assemblage of non-special-status fish, amphibians, reptiles, mammals, and birds that use aquatic, wetland, riparian, streambank, and upland habitats for breeding, foraging, cover, and dispersal. Program Renewal activities would affect these habitats across a broad geographic area, including approximately 114 acres of aquatic habitat, 444 acres of vegetated wetlands, 91 acres of woody riparian habitat, 4,888 acres of herbaceous streambank vegetation, and 5,318 acres of non-developed uplands. Maintenance activities could result in the injury or mortality of individuals due to disturbance, vegetation removal, or localized dewatering. Herbicide use may also result in adverse effects on non-special-status fish and amphibians, including direct effects on survival, growth, and reproduction, and indirect effects such as reductions in available prey or changes in habitat conditions.

Although many non-special-status fish and amphibians impacted by the Program Renewal are abundant and widely distributed in Santa Clara County, the scale and duration of Program Renewal activities could affect large numbers of individuals over the 10-year Program Renewal period. In addition, impacts on woody riparian and wetland habitats—high-value habitats that support diverse wildlife communities—would be significant under CEQA. In contrast, impacts on herbaceous streambank and upland habitats would be less substantial due to their rapid regeneration, lower habitat complexity, and wide availability in the region. Impacts to non-special-status animal species would be significant.

Mitigation

For non-VHP-covered activities, Valley Water will implement Mitigation Measures BIO-1, BIO-2, BIO-3, BIO-4, BIO-5, BIO-7, BIO-8, BIO-9, BIO-10, BIO-11, BIO-12, and BIO-13. These measures require compensatory mitigation for impacts on sensitive wetland, aquatic, and riparian habitats and the restoration, enhancement, or long-term protection of these habitat types. Although designed primarily for special-status species, the habitat improvements resulting from these mitigation measures will also benefit non-special-status species that use similar environments. The combined implementation of these mitigation measures will reduce impacts on non-special-status fish, amphibians, reptiles, mammals, and birds to less-than-significant levels (Final SEIR, Volume II, pages 3.4-129, 3.4-134, 3.4-152, 3.4-153, 3.4-155, 3.4-204, 3.4-234,3.4-253, 3.4-266, 3.4-275, 3.4-303, and 3.4-316).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid the significant effects on the environment. The Board finds that the Mitigation Measures BIO-1, BIO-2, BIO-3, BIO-4, BIO-5, BIO-7, BIO-8, BIO-9, BIO-10, BIO-11, BIO-12, and BIO-13 (for non-VHP-covered activities), are feasible and hereby adopts them as described in Attachment A to these Findings. Implementation of Mitigation Measures BIO-1, BIO-2, BIO-3, BIO-4, BIO-5, BIO-7, BIO-8, BIO-9, BIO-10, BIO-11, BIO-12, and BIO-13 would reduce impacts to non-special-status fish, amphibians, reptiles, mammals, and birds through compensatory mitigation for impacts on sensitive wetland, aquatic, and riparian habitats and the restoration, enhancement, or long-term protection of these habitat types. These measures will be incorporated into the Program Renewal documentation to ensure their implementation. With these measures in place, impacts on non-special-status animal species and their habitats would be less than significant with mitigation.

Impact BIO-1AA: Impacts on Bay Checkerspot Butterfly (Final SEIR, Volume II, page 3.4-295)

The Program Renewal Area contains habitat that may support the Bay checkerspot butterfly (federally listed as threatened), including serpentine grassland communities that support the species' larval host plants, dwarf plantain (*Plantago erecta*) and purple owl's clover (*Castilleja exserta*). Program Renewal maintenance activities could also occur in, or adjacent to, critical habitat for the species.

Program Renewal maintenance activities could indirectly affect Bay checkerspot butterflies or their habitat if activities occur adjacent to serpentine habitats. Potential impacts include indirect

disturbance from equipment or personnel, herbicide application near sensitive habitats, spread of invasive species, and nitrogen deposition from maintenance vehicles and equipment that could alter serpentine soil chemistry and reduce host plant abundance.

Although serpentine habitats have not been identified within Program Renewal maintenance activity areas based on prior surveys, designated critical habitat for the Bay checkerspot butterfly occurs adjacent to certain maintenance locations. Impacts to the Bay checkerspot butterfly would be significant.

Mitigation

To reduce potential impacts on the Bay checkerspot butterfly associated with Program Renewal activities, Valley Water will implement Mitigation Measure BIO-1, which requires the payment of nitrogen deposition fees through the Habitat Agency's Voluntary Fee Payments Policy. These fees will fund mitigation actions intended to offset nitrogen deposition impacts on serpentine habitats and Bay checkerspot butterfly host plants.

Implementation of Mitigation Measure BIO-1 will reduce potential impacts on the Bay checkerspot butterfly and its habitat to less-than-significant levels (Final SEIR, Volume II, page 3.4-129).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measure BIO-1 is feasible and hereby adopts it as described in Attachment A to these Findings. Implementation of Mitigation Measure BIO-1 would reduce impacts to Bay checkerspot butterfly through payment of nitrogen deposition fees that will fund mitigation actions intended to offset nitrogen deposition impacts. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. With implementation of Mitigation Measure BIO-1, impacts on the Bay checkerspot butterfly would be less than significant with mitigation.

Impact BIO-2A: Loss or Disturbance of Riparian Habitat, Including Sycamore Alluvial Woodland (Final SEIR, Volume II, page 3.4-299)

The Program Renewal Area includes extensive riparian habitats along stream channels, including woody riparian vegetation such as willow riparian forest and scrub, mixed riparian woodland and forest, and the CDFW-designated sensitive central California sycamore alluvial woodland community.

Program Renewal activities such as herbicide use, trampling, bank stabilization, sediment removal, vegetation management, and other channel-adjacent work could result in death, altered growth, or reduced seed set through physically breaking, crushing, wilting, or uprooting plants, and the compaction of soil by heavy equipment could damage plant roots. In addition, vegetation management activities and the creation of access routes and staging areas may result in the mechanical or physical removal of vegetation as a result of off-target herbicide contact via drift. Although the majority of impacts would be temporary and would not preclude vegetation regeneration, the repetitive nature of maintenance activities over the 10-year Program Renewal period could result in longer-term degradation of riparian habitat. Permanent

impacts would occur where activities result in the long-term removal of vegetation or conversion of natural areas. Permanent impacts to riparian habitat would be significant.

In contrast, herbaceous streambank vegetation is often dominated by nonnative species, regenerates quickly following disturbance, and provides relatively low habitat value compared to woody riparian vegetation. As a result, impacts on non-wetland, herbaceous streambank vegetation would not result in substantial ecological effects and are less than significant under CEQA.

Mitigation

Valley Water will implement Mitigation Measure BIO-12 which requires Valley Water to compensate for new temporary and permanent impacts to woody riparian habitats through the implementation of compensatory mitigation actions, which may include land acquisition and conservation projects, restoration or revegetation projects, or other habitat enhancement actions designed to offset riparian habitat losses. Mitigation will be implemented following annual quantification of impacts and will be designed to replace lost ecological functions and values. Sensitive riparian communities, including sycamore alluvial woodland, will be mitigated in-kind through preservation, enhancement, and/or restoration of the same community type. With implementation of Mitigation Measure BIO-12, impacts to woody riparian habitat would be reduced to less-than-significant levels (Final SEIR, Volume II, page 3.4-303).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant effects on the environment. The Board finds that Mitigation Measure BIO-12 is feasible and hereby adopts it as described in Attachment A to these Findings. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. Implementation of Mitigation Measure BIO-12 would provide compensatory mitigation for temporary and permanent impacts to woody riparian habitats. With implementation of Mitigation Measure BIO-12, impacts on woody riparian habitat, including sycamore alluvial woodland, would be less than significant with mitigation. Impacts on herbaceous streambank vegetation would be less than significant and would not require mitigation.

Impact BIO-3: Impacts on State or Federally Protected Wetland and Aquatic Habitats (Final SEIR, Volume II, page 3.4-310)

Implementation of the Program Renewal would result in short-term, but repetitive, disturbance of wetland and aquatic communities, including both jurisdictional and non-jurisdictional wetlands and other waters, which provide valuable habitat for fish and wildlife.

Maintenance activities that could result in disturbance of wetlands and other waters, include placement of fill, hydrological interruption (e.g., dewatering or diversion), alteration of bed and bank, degradation of water quality (e.g., increased sedimentation and turbidity, herbicide contamination), and other direct impacts. Certain types of vegetation management work such as hand removal, herbicide, pruning, mowing and discing are also projected activities. Wetland functions such as sediment stabilization, sediment/toxicant retention, nutrient removal/transformation, and aquatic and terrestrial wildlife species habitat. The Program Renewal would result in temporal losses of wetland and aquatic habitat functions and values,

possible type conversions of wetlands (e.g., from wetlands dominated by certain plants species to wetlands dominated by others) and potentially permanent losses of wetlands and other waters. Impacts to state or federally protected wetlands and aquatic habitats would be significant.

Mitigation

To mitigate for losses, *Mitigation Measure BIO-13: Compensatory Mitigation for Permanent Impacts to Wetlands and Other Aquatic Habitats* is the compensatory mitigation package, detailed in the SMP Manual (Appendix A, Volume II in FEIR), that will be implemented by Valley Water to compensate for non-VHP-covered permanent new impacts (i.e., impacts that do not fall within an existing PMA for the activity being performed) on wetlands and aquatic habitats. Following the procedure described under "Mitigation Feasibility Assessment, Monitoring, Reporting, and Success Criteria" in Appendix F in Volume II of the FEIR, Valley Water would refine the quantification of impacts to wetlands and aquatic habitats that occur during a specific year, tallying the impact totals at the end of the year, and compensatory mitigation will be implemented the following year, in many cases.

Valley Water will mitigate for permanent impacts to wetlands and aquatic habitats via one or more of the following options:

- Establishing new PMAs for maintenance activities that result in permanent impacts.
- Use remaining mitigation credits from the Island Ponds (for tidal habitats) and Pajaro Freshwater Wetland (for nontidal habitats) mitigation projects for activities that result in permanent impacts.
- The removal of concrete from below top of bank, where softscape is left behind in the footprint of the concrete removal work area.
- For impacts to nontidal wetlands and aquatic habitats, the payment of fees via the Habitat Agency's Voluntary Fee Payments Policy.

Any of the mitigation options described above would reduce the impacts below the level of significance (Final SEIR, Volume II, page 3.4-316).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid the significant effects on the environment. The Board finds that Mitigation Measure BIO-13 is feasible and hereby adopts it as described in Attachment A to these Findings. Implementation of Mitigation Measure BIO-13 will compensate for permanent impacts to wetland and other aquatic habitats outside of existing PMAs through a combination of mitigation approaches, including establishing new PMAs, using available mitigation credits, habitat restoration actions, or payment of applicable fees. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. With this measure in place, impacts on state or federally protected wetlands and aquatic habitat would be less than significant with mitigation.

Cumulative Impact BIO-1: Cumulative Impacts on Special-Status Species (Final SEIR, Volume II, page 4-15)

The geographic scope of cumulative impacts on special-status species includes the Program Renewal Area and the Santa Clara Valley Habitat Plan (VHP) Planning Area. Past, present, and reasonably foreseeable future development projects and capital improvement projects within this area could affect the same special-status plant and wildlife species through direct disturbance or habitat modification.

The Program Renewal could contribute to adverse effects on special-status species when considered in combination with other projects. As discussed in Section 3.4, "Biological Resources," (Volume II of the FEIR) the Program Renewal would result in less-than-significant impacts on numerous special-status plant and wildlife species without mitigation and would not combine with other projects to result in a cumulative impact for those species.

However, the Program Renewal would result in potentially significant impacts on certain special-status species, including non–serpentine-associated special-status plant species; steelhead; Pacific lamprey; California tiger salamander; California red-legged frog; foothill yellow-legged frog; northwestern pond turtle; California Ridgway's rail; California black rail; salt marsh harvest mouse; least bell's vireo; yellow-breasted chat; yellow warbler; pallid bat; Townsend's big-eared bat and other bat species; and non-special-status animal species. Without mitigation, impacts on these species would be significant, and when cumulatively with other projects affecting the same species and habitats, would contribute to a significant cumulative impact on special-status species.

In the absence of avoidance, minimization, compensatory mitigation, and conservation measures implemented by individual projects, cumulatively significant impacts on special-status species would occur. Therefore, the Program Renewal's incremental contribution to cumulative impacts on special-status species would be cumulatively considerable under CEQA without mitigation.

Mitigation

To reduce the Program Renewal's contribution to cumulative impacts on special-status species, Valley Water will implement mitigation measures BIO-1 through BIO-11 (Final SEIR, Volume II, pages 3.4-129, 3.4-134, 3.4-152, 3.4-153, 3.4-155, 3.4-204, 3.4-234, 3.4-253, 3.4-266, and 3.4-275). Implementation of these mitigation measures would reduce project-level impacts on special-status species to less-than-significant levels and would ensure that the Program Renewal's incremental contribution to cumulative impacts on special-status species is not cumulatively considerable. Accordingly, cumulative impacts on special-status species would be less than significant with mitigation.

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant cumulative effects on the environment. The Board finds that Mitigation Measures BIO-1 through BIO-11 are feasible and hereby adopts them as described in Attachment A to these Findings. These measures will be incorporated into the Program Renewal documentation to ensure their implementation. With implementation of these mitigation

measures, the Program Renewal would result in a less-than-cumulatively-considerable contribution to a significant cumulative impact on special-status species. Accordingly, cumulative impacts on special-status species would be less than significant with mitigation.

Cumulative Impact BIO-2: Cumulative Impacts on Riparian Habitat or Other Sensitive Natural Communities (Final SEIR, Volume II, page 4-24)

The geographic scope of cumulative impacts on riparian habitat and other sensitive natural communities includes the Program Renewal Area and the Santa Clara Valley Habitat Plan (VHP) Planning Area. Past, present, and reasonably foreseeable future development projects and capital improvement projects within this area could affect the same riparian habitat and other sensitive natural communities through direct disturbance, vegetation removal, or habitat modification.

The Program Renewal could contribute to adverse effects on riparian habitat and other sensitive natural communities when considered in combination with other projects. As discussed in Section 3.4, “Biological Resources” (Volume II of the FEIR), the Program Renewal would result in less-than-significant impacts on non-riparian/non-wetland sensitive plant communities without mitigation and would not combine with other projects to result in a cumulative impact on these communities.

However, the Program Renewal would result in potentially significant impacts on riparian habitat, including woody riparian vegetation such as sycamore alluvial woodland. Woody riparian habitats provide important biological functions, including aquatic habitat, wildlife movement corridors, and foraging and nesting habitat. Due to their sensitivity, ecological value, and the potential for repeated disturbance over time, impacts on woody riparian habitats would be significant. Without mitigation, these impacts, when combined with impacts from other projects affecting the same habitats, would contribute to a significant cumulative impact on riparian habitat.

In the absence of avoidance, minimization, compensatory mitigation, and conservation measures implemented by individual projects, cumulatively significant impacts on riparian habitat and other sensitive natural communities would occur. Therefore, the Program Renewal’s incremental contribution to cumulative impacts on woody riparian vegetation would be cumulatively considerable under CEQA without mitigation.

Mitigation

To reduce the Program Renewal’s contribution to cumulative impacts on riparian habitat, Valley Water will implement Mitigation Measure BIO-12 (Final SEIR, Volume II, page 3.4-303). Implementation of this mitigation measure would reduce project-level impacts on woody riparian vegetation and ensure that the Program Renewal’s incremental contribution to cumulative impacts on riparian habitat is not cumulatively considerable. Accordingly, cumulative impacts on riparian habitat would be less than significant with mitigation.

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant cumulative effects on the environment. The Board finds that

Mitigation Measure BIO-12 is feasible and hereby adopts it as described in Attachment A to these Findings. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. With implementation of this mitigation measure, the Program Renewal would result in a less-than-cumulatively-considerable contribution to a significant cumulative impact on riparian habitat and other sensitive natural communities. Accordingly, cumulative impacts on riparian habitat and other sensitive natural communities would be less than significant with mitigation.

Cumulative Impact BIO-3: Cumulative Effects on State or Federally Protected Wetlands and Waters (Final SEIR, Volume II, page 4-27)

The geographic scope for potential cumulative impacts on state or federally protected wetlands and waters includes the Program Renewal Area and the VHP Planning Area. Past, present, and reasonably foreseeable future development projects and Capital Improvement Projects (CIPs) within this area could affect the same wetlands and waters through direct fill, grading, bank stabilization, hydrologic alteration, and water quality degradation.

The Program Renewal would result in short-term, repetitive disturbance of wetland and aquatic habitats, including coastal and valley freshwater marsh, seasonal wetlands, tidal salt marsh, tidal brackish marsh, riverine, open water, pond, tidal, and intertidal habitats. These activities could result in placement of fill, alteration of bed and bank, temporary interruption of hydrology, and other direct impacts to wetlands and waters that provide important habitat functions.

While most impacts to freshwater and tidal marsh habitats would be temporary and vegetation would generally recover within one to two years following maintenance activities, the Program Renewal would also result in permanent impacts to tidal and non-tidal vegetated wetlands and other aquatic habitats, particularly from bank stabilization activities. Permanent loss of wetlands and aquatic habitats is significant under CEQA due to the ecological value of these resources.

In combination with other development and capital improvement projects within the Program Renewal Area and the VHP Planning Area, the Program Renewal could contribute to a significant cumulative impact on wetlands and waters. In the absence of mitigation, the Program Renewal's incremental contribution to this cumulative impact would be cumulatively considerable.

Mitigation

To reduce the Program Renewal's contribution to cumulative impacts on wetlands and waters, Valley Water will implement Mitigation Measure BIO-13. This measure requires compensatory mitigation for permanent impacts to wetlands and other aquatic habitats at ratios and through mechanisms consistent with applicable regulatory requirements, which may include restoration, enhancement, establishment, or preservation of wetlands and waters.

Implementation of Mitigation Measure BIO-13 would offset permanent losses of wetlands and aquatic habitats and reduce project-level impacts to a less-than-significant level (Final SEIR, Volume II, page 3.4-316). As a result, the Program Renewal's incremental contribution to cumulative impacts on wetlands and waters would not be cumulatively considerable. Accordingly, cumulative impacts on wetlands and waters would be less than significant with mitigation.

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant cumulative effects on the environment. The Board finds that Mitigation Measure BIO-13 is feasible and hereby adopts it as described in Attachment A to these Findings. The mitigation measure will be incorporated into the Program Renewal documentation to ensure its implementation. With implementation of Mitigation Measure BIO-13, the Program Renewal would result in a less-than-cumulatively-considerable contribution to a significant cumulative impact on state or federally protected wetlands and waters. Accordingly, cumulative impacts on wetlands and waters would be less than significant with mitigation.

C. GREENHOUSE GASES

Impact GHG-1: Generate GHG Emissions, Either Directly or Indirectly, that may have a Significant Impact on the Environment (Final SEIR, Volume II, page 3.7-15)

Program Renewal maintenance activities would require the use of on-road and off-road vehicles and equipment that combust fossil fuels, resulting in the generation of greenhouse gas (GHG) emissions. Compared to the existing SMP-2 baseline, implementation of the Program Renewal would result in an increase of approximately 832 metric tons of CO2e per year, conservatively estimated using 2026 emission factors. Although future emission factors are anticipated to decrease over time and Valley Water's vehicle and equipment replacement programs would reduce emissions between 2027 and 2036, the Program Renewal would nevertheless generate a net increase in GHG emissions compared to existing conditions. Because there is no adopted numeric threshold from the Bay Area Air District and the Program would result in an increase in GHG emissions, this impact would be significant.

Mitigation

Valley Water will implement *Mitigation Measures GHG-1: GHG Emissions Reduction Practices for Maintenance Activities* and *GHG-2: GHG Emissions Mitigation Program* to reduce greenhouse gas emissions associated with Program Renewal maintenance activities.

Mitigation Measure GHG-1 requires Valley Water to implement mobile source and other GHG emission reduction practices for maintenance activities. Valley Water will require contractors to use zero-emission and hybrid-powered equipment to the greatest extent feasible where adequate electricity supply and charging infrastructure are available; require on-road heavy-duty trucks to meet the most stringent applicable emissions standards; minimize idling time; use CARB-approved renewable diesel fuel (R99 or R100) in off-road equipment and on-road trucks; use USEPA SmartWay certified trucks for deliveries and equipment transport; ensure that all construction equipment is properly maintained and tuned; encourage carpooling, transit use, and bicycle access for workers; recycle or salvage nonhazardous construction and demolition debris; and develop a plan to efficiently use water for dust control. These requirements will be incorporated into bid documents, purchase orders, and contracts to ensure implementation.

Mitigation Measure GHG-2 requires Valley Water to purchase emission credits annually to offset GHG emissions increases from Program Renewal activities that are not demonstrated to be reduced through implementation of Mitigation Measure GHG-1 or a future qualified Greenhouse Gas Reduction Plan (GHGRP). The total offsets will be equal to the annual increase in emissions compared to the existing SMP-2 baseline (approximately 832 metric tons of CO2e per year), reduced by any demonstrated reductions achieved through Mitigation Measure GHG-1. Offsets will meet applicable regulatory criteria, including being real, permanent, quantifiable, verifiable, enforceable, and additional, and will be registered with a recognized carbon registry. Valley Water will prioritize offsets within the San Francisco Bay Area Air Basin, then within California, and then in other states with offset laws at least as strict as California's. With implementation of Mitigation Measures GHG-1 and GHG-2, GHG emissions from the Program Renewal would achieve net zero annual increases, and impacts would be reduced to less-than-significant levels under CEQA (Final SEIR, Volume II, pages 3.7-17 and 3.7-18).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant effects on the environment. The Board finds that Mitigation Measures GHG-1 and GHG-2 are feasible and hereby adopts them as described in Attachment A to these Findings. These measures will be incorporated into the Program Renewal documentation to ensure their implementation. Implementation of Mitigation Measures GHG-1 and GHG-2 would reduce greenhouse gas emissions from maintenance activities through implementation of equipment, fuel, transportation, and efficiency measures, and will offset any remaining emissions increases through the annual purchase of emission credits. With implementation of Mitigation Measures GHG-1 and GHG-2, impacts associated with the generation of GHG emissions would be less than significant with mitigation.

Impact GHG-2: Conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purpose of Reducing GHG Emissions (Final SEIR, Volume II, page 3.7-18)

Implementation of the Program Renewal would result in an increase in GHG emissions compared to the existing SMP-2 baseline, as described under Impact GHG-1. Because the overall intent of Senate Bill (SB) 32, Assembly Bill (AB) 1279, and California's 2022 Scoping Plan is to achieve a net decrease in statewide GHG emissions, an increase in GHG emissions from the Program Renewal would conflict with these statewide reduction goals.

Although Valley Water has made progress toward reducing emissions through use of hybrid and electric vehicles and equipment, the Program Renewal GHG emissions increases would conflict with the emissions reduction goals of SB 32, AB 1279, and the 2022 Scoping Plan, and the net increase in GHG emissions would conflict with the overarching state reduction targets in the absence of mitigation. This impact would be significant.

Mitigation

Valley Water will implement Mitigation Measures GHG-1 and GHG-2, as described under Impact GHG-1. Mitigation Measure GHG-1 requires implementation of GHG emission reduction practices for maintenance activities, including use of zero-emission and hybrid-powered

equipment to the extent feasible; requiring on-road heavy-duty trucks to meet the most stringent applicable emissions standards; minimizing idling; using CARB-approved renewable diesel fuel; using USEPA SmartWay certified trucks; ensuring proper equipment maintenance; encouraging alternative commute options for workers; recycling or salvaging nonhazardous construction and demolition debris; and developing a plan to efficiently use water for dust control.

Mitigation Measure GHG-2 requires Valley Water to purchase and retire verified GHG emissions offsets annually to offset net increases in GHG emissions compared to the existing SMP-2 baseline, reduced by any demonstrated reductions achieved through Mitigation Measure GHG-1 or a future qualified GHGRP. Offsets will meet applicable regulatory criteria and be registered with a recognized carbon registry.

With implementation of Mitigation Measures GHG-1 and GHG-2, the Program Renewal would achieve a net zero increase in GHG emissions. As a result, there would be less potential for the Program Renewal to conflict with SB 32, AB 1279, the 2022 Scoping Plan, applicable local climate policies, or the Valley Water CCAP. Impacts would be reduced to less-than-significant levels under CEQA (Final SEIR, Volume II, pages 3.7-17 and 3.7-18).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant effects on the environment. The Board finds that Mitigation Measures GHG-1 and GHG-2 are feasible and hereby adopts them as described in Attachment A to these Findings. These measures will be incorporated into the Program Renewal documentation to ensure their implementation. Mitigation Measures GHG-1 and GHG-2 will implement greenhouse gas reduction measures and offset any remaining emissions through credits, resulting in a net zero increase in emissions and ensuring consistency with applicable state and local climate policies. With implementation of Mitigation Measures GHG-1 and GHG-2, the Program Renewal would have less potential to conflict with applicable plans, policies, or regulations adopted for the purpose of reducing GHG emissions, and impacts would be less than significant with mitigation.

Cumulative Impact GHG-1: Cumulative Impacts of Greenhouse Gas Emissions (Final SEIR, Volume II, page 4-40)

The Program Renewal would generate a net increase of approximately 832 $MTCO_2e$ per year compared to existing SMP-2 emissions, based on 2026 emission factors. Although Valley Water's tiered vehicle and equipment replacement programs would reduce emissions over time, additional GHG emissions would still occur, which would have a significant impact on the environment. In addition, the overall goal of SB 32 and AB 1279 is to have a net decrease in GHG emissions, so the Program Renewal's increase in GHG emissions would be inconsistent with this goal, which is a significant impact. Cumulative GHG impacts would be significant, and the Program Renewal's incremental impacts would be cumulatively considerable.

Mitigation

While the effectiveness of implementing Mitigation Measure GHG-1 was unknown at the time of SEIR preparation, Mitigation Measure GHG-2 ensures that Valley Water will purchase offsets for net emissions from Program Renewal activities not demonstrated to be reduced by

Mitigation Measure GHG-1. Mitigation Measure GHG-1 includes operational measures to reduce GHG emissions during maintenance, including optimizing equipment use, reducing idling, and maintaining vehicles and equipment to minimize emissions. Mitigation Measure GHG-2 includes purchase of verifiable GHG offsets for net emissions not reduced through Mitigation Measure GHG-1 (Final SEIR, Volume II, pages 3.7-17 and 3.7-18). Offsets will be enforceable and consistent with applicable regulatory guidance to minimize the Program Renewal's net contribution to cumulative GHG emissions. With implementation of these measures, the Program Renewal would not result in a cumulatively considerable contribution to a cumulatively significant impact related to GHG emissions. This cumulative impact is less than significant with mitigation.

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal to mitigate or avoid significant cumulative effects on the environment. The Board finds that Mitigation Measures GHG-1 and GHG-2 are feasible and hereby adopts them as described in Attachment A to these Findings. The mitigation measures will be incorporated into the Program Renewal documentation to ensure implementation. Mitigation Measures GHG-1 and GHG-2 would implement operational greenhouse gas reduction measures and offset any remaining net emissions with verifiable, enforceable credits, thereby minimizing the Program Renewal's cumulative contribution to greenhouse gas emissions. With these mitigation measures, the Program Renewal would result in a less-than-cumulatively-considerable contribution to a significant cumulative GHG impact. Accordingly, cumulative GHG impacts would be less than significant with mitigation.

D. HAZARDS AND HAZARDOUS MATERIALS

Impact HAZ-1: Create a Significant Hazard to the Public or Environment through the Routine Use, Transport, Disposal, or Accidental Release of Hazardous Materials (Final SEIR, Volume II, page 3.8-33)

Program Renewal activities would involve the routine transport, use, and disposal of hazardous materials, including herbicides, fuels, oils, lubricants, solvents, and other related materials. These materials would be used in vegetation management, animal conflict management, sediment removal, bank stabilization, and other maintenance activities, and would be transported to and from work sites or temporarily stored at staging areas. Although maintenance activities would be temporary and localized, they would often occur in or near public areas and waterways, where improper handling or accidental releases could pose a hazard to the public, workers, or the environment.

Program Renewal activities would be conducted in compliance with applicable federal, state, and local regulations governing hazardous materials, including requirements for herbicide application, contaminated sediment management, and worker health and safety. Compliance with these requirements would minimize the potential for hazards associated with routine use, transport, and disposal of hazardous materials. However, ground-disturbing activities in areas known to contain naturally occurring asbestos (NOA) within portions of the Program Renewal

Area could release airborne asbestos fibers if soils are disturbed, potentially exposing workers or the public. While compliance with applicable air district requirements and dust control measures would reduce this risk, a significant impact could still occur in the absence of additional mitigation.

Mitigation

Valley Water will implement *Mitigation Measure HAZ-1: Implement Dust Control Measures in Areas Containing NOA and in the Event of High Risk of Valley Fever* to reduce potential hazards associated with ground-disturbing activities in areas containing NOA.

Mitigation Measure HAZ-1 requires implementation of enhanced dust control measures when conducting ground-disturbing activities using mechanized heavy equipment in areas identified as containing NOA. These measures include pre-wetting soils prior to disturbance; maintaining adequate moisture on exposed soils and stockpiles; covering or treating stockpiles; washing equipment prior to leaving NOA areas; limiting vehicle speeds on-site; covering or wetting haul truck loads; suspending ground-disturbing activities during high wind events; providing work boot wash stations; implementing track-out prevention and control measures; and consulting with Valley Water's Environmental Health and Safety unit to determine whether additional protective measures are warranted. The measure also requires consultation with the Environmental Health and Safety unit if Valley Fever becomes highly endemic in Santa Clara County to determine whether additional dust control or worker protection measures are necessary.

With implementation of Mitigation Measure HAZ-1, the potential for airborne asbestos exposure associated with ground-disturbing activities would be reduced to less-than-significant levels under CEQA (Final SEIR, Volume II, page 3.8-38).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant effects on the environment. The Board finds that Mitigation Measure HAZ-1 is feasible and hereby adopts it as described in Attachment A to these Findings. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. Implementation of Mitigation Measure HAZ-1 would reduce the potential for airborne asbestos exposure through enhanced dust control and worker protection measures during ground-disturbing activities in areas containing naturally occurring asbestos or at risk of Valley Fever. With implementation of Mitigation Measure HAZ-1, impacts associated with the routine use, transport, disposal, or accidental release of hazardous materials, including potential exposure to naturally occurring asbestos, would be less than significant with mitigation.

Impact HAZ-5: Emit Hazardous Emissions or Handle Hazardous or Acutely Hazardous Materials, Substances, or Waste within 0.25 Mile of an Existing or Proposed School (Final SEIR, Volume II, page 3.8-44)

A total of 222 schools are located within 0.25 mile of a Program Renewal channel. Because many of these schools are in session during periods when maintenance activities could occur, children could potentially be exposed to hazardous materials or emissions associated with Program Renewal activities.

Program Renewal activities would involve the use of heavy equipment that emits diesel exhaust, as well as the transport, storage, use, and disposal of hazardous materials such as herbicides, fuels, oils, lubricants, and solvents. Diesel emissions associated with maintenance activities would be temporary, intermittent, and short in duration, and would not approach exposure periods of concern associated with long-term diesel particulate matter exposure. Therefore, diesel emissions would not pose an acute health hazard to nearby schools.

Hazardous materials used during vegetation management and animal conflict management would be handled in accordance with applicable federal, state, and local regulations, including requirements for licensed applicators, compliance with pesticide label restrictions, and adherence to the Healthy Schools Act where herbicide use occurs in proximity to school grounds. These requirements would minimize the potential for significant health hazards to school children. However, ground-disturbing activities conducted in areas that contain NOA or the fungus that causes Valley Fever could release airborne hazards such as asbestos or Valley Fever that could affect nearby schools. Because children are considered particularly sensitive receptors and asbestos-related diseases have long latency periods, potential exposure to NOA from ground-disturbing activities within 0.25 mile of a school would be a significant impact in the absence of mitigation.

Mitigation

Valley Water will implement Mitigation Measure HAZ-1, as described under Impact HAZ-1, to reduce potential exposure to airborne asbestos and other dust-related hazards when ground-disturbing activities occur in areas containing NOA.

Mitigation Measure HAZ-1 requires implementation of enhanced dust control measures when conducting ground-disturbing activities using mechanized heavy equipment in areas identified as containing NOA. These measures include pre-wetting soils prior to disturbance; maintaining adequate moisture on exposed soils and stockpiles; covering or treating stockpiles; washing equipment prior to leaving NOA areas; limiting vehicle speeds on-site; covering or wetting haul truck loads; suspending ground-disturbing activities during high wind events; providing work boot wash stations; implementing track-out prevention and control measures; and consulting with Valley Water's Environmental Health and Safety unit regarding additional protective measures as necessary.

With implementation of Mitigation Measure HAZ-1, potential exposure of nearby schools to airborne NOA associated with ground-disturbing activities would be reduced to less-than-significant levels (Final SEIR, Volume II, page 3.8-38).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant effects on the environment. The Board finds that Mitigation Measure HAZ-1 is feasible and hereby adopts it as described in Attachment A to these Findings. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. Implementation of Mitigation Measure HAZ-1 would reduce potential exposure to airborne asbestos through enhanced dust control practices. With implementation of Mitigation Measure HAZ-1, impacts associated with hazardous emissions or the handling of hazardous

materials within 0.25 mile of an existing or proposed school would be less than significant with mitigation.

Impact HAZ-6: Create a Significant Hazard to Construction Workers or the Public Through Exposure to Valley Fever During Construction Activities (Final SEIR, Volume II, page 3.8-47)

The soil-dwelling fungus *Coccidioides*, which causes Valley Fever, is present in Santa Clara County, although it is not considered highly endemic. Ground-disturbing activities associated with the Program Renewal, including sediment removal, bank stabilization, management of animal conflicts, and other minor maintenance activities, could disturb soils and potentially release the fungus into the air if present at a work site. Airborne spores could expose maintenance workers and nearby members of the public.

Program Renewal activities would be conducted in compliance with applicable health and safety regulations, including OSHA and Cal/OSHA requirements in Title 8 of the California Code of Regulations. Contractors would provide worker awareness training and appropriate protective measures to minimize exposure. In addition, standard dust control practices would be implemented to reduce fugitive dust emissions. Many maintenance activities would occur in areas that are already frequently disturbed, where the likelihood of encountering undisturbed soils containing the fungus is lower.

However, when ground-disturbing activities occur in previously undisturbed soils, there remains a potential for exposure to Valley Fever spores that could pose a significant hazard to workers or, in limited cases, the public. Impacts from exposure to Valley Fever during construction activities would be significant.

Mitigation

Valley Water will implement Mitigation Measure HAZ-1, as described under Impact HAZ-1, to reduce potential exposure to airborne dust that may contain the fungus that causes Valley Fever.

Mitigation Measure HAZ-1 requires enhanced dust control and track-out control measures when conducting ground-disturbing activities using mechanized heavy equipment in areas containing naturally occurring asbestos or in undisturbed soils where there is a potential risk of Valley Fever exposure. Measures include pre-wetting soils prior to disturbance; maintaining adequate moisture on exposed soils and stockpiles; covering or treating stockpiles; limiting vehicle speeds on-site; covering or wetting haul truck loads; suspending work during high wind events; implementing track-out prevention measures; and consulting with Valley Water's Environmental Health and Safety unit to determine whether additional protective measures are necessary. The measure also requires consultation with Environmental Health and Safety staff to establish additional safety measures if Valley Fever reaches highly endemic levels in Santa Clara County.

With implementation of Mitigation Measure HAZ-1, the potential for exposure to Valley Fever spores during ground-disturbing activities would be reduced to less-than-significant levels (Final SEIR, Volume II, page 3.8-38).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant effects on the environment. The Board finds that Mitigation Measure HAZ-1 is feasible and hereby adopts it as described in Attachment A to these Findings. This measure will be incorporated into the Program Renewal documentation to ensure its implementation. Implementation of Mitigation Measure HAZ-1 would enhance dust control and track-out prevention measures during ground-disturbing activities in areas with naturally occurring asbestos or potential Valley Fever exposure risk. With implementation of Mitigation Measure HAZ-1, impacts associated with exposure to Valley Fever during Program Renewal activities would be less than significant with mitigation.

Cumulative Impact HAZ-1: Cumulative Impacts of Hazards and Hazardous Materials (Final SEIR, Volume II, page 4-41)

The geographic scope for potential cumulative impacts related to hazards and hazardous materials includes Santa Clara County and areas adjacent to the Program Renewal Area. Past, present, and reasonably foreseeable future development projects within the County, as well as CIPs, could involve activities that create hazards to the public or environment. These activities could include the transport, use, or disposal of hazardous materials; release of hazardous materials into the environment; emissions or handling of hazardous materials within 0.25 mile of a school; activities on or near hazardous material sites; exposure to wildfire risk; interference with emergency response or evacuation plans; and exposure to Valley Fever during ground-disturbing construction activities.

Many developments and CIPs are located in or adjacent to the Program Renewal Area and could combine with Program Renewal impacts related to hazards and hazardous materials. The Program Renewal Area contains multiple land uses and existing hazardous material sites. While other projects in the area would likely implement similar safety measures, including soil testing and development of hazardous materials management plans, hazards associated with the Program Renewal—such as accidental release of hazardous materials, emissions near schools, and exposure to Valley Fever—could occur concurrently with other projects, resulting in a significant cumulative impact. The Program Renewal's incremental impacts would be cumulatively considerable.

Mitigation

To reduce the Program Renewal's contribution to cumulative hazards and hazardous materials impacts, Valley Water will implement Mitigation Measures HAZ-1 which includes dust control measures and track-out controls in areas containing NOA and soils with potential for Valley Fever to reduce airborne exposure to workers and the public. The measure also requires consultation with Valley Water Environmental Health and Safety staff to establish additional controls if Valley Fever risk reaches high endemic levels in Santa Clara County (Final SEIR, Volume II, page 3.8-38). Accordingly, cumulative impacts related to hazards and hazardous materials will be less than significant with mitigation.

Implementation of Mitigation Measure HAZ-1 would reduce the Program Renewal's incremental contribution to a significant cumulative impact related to hazards and hazardous materials to a less-than-cumulatively-considerable level.

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal to mitigate or avoid significant cumulative effects on the environment. The Board finds that Mitigation Measure HAZ-1 is feasible and hereby adopts it as described in Attachment A to these Findings. The mitigation measure will be incorporated into the Program Renewal documentation to ensure implementation. Implementation of Mitigation Measure HAZ-1 will reduce cumulative hazards and hazardous materials impacts by implementing dust control and track-out prevention measures in areas with naturally occurring asbestos or Valley Fever risk. With this mitigation, the Program Renewal would result in a less-than-cumulatively-considerable contribution to a significant cumulative impact related to hazards and hazardous materials. Accordingly, cumulative impacts from hazards and hazardous materials would be less than significant with mitigation.

E. WATER QUALITY

Impact WQ-5: Conflict with or Obstruct Implementation of a Water Quality Control Plan (Final SEIR, Volume II, page 3.14-42)

Portions of the Program Renewal Area are within the jurisdiction of the San Francisco Bay Regional Water Quality Control Board (Region 2) and the Central Coast Regional Water Quality Control Board (Region 3) and are therefore subject to the applicable Basin Plans, including designated beneficial uses and associated water quality objectives. Program Renewal activities such as sediment removal, bank stabilization, vegetation management, diversion and dewatering, and the use and storage of hazardous materials could affect surface water quality. Ground disturbance, sediment handling, and in-channel work could result in erosion, sedimentation, or the release of pollutants. These effects could temporarily degrade water quality or adversely affect stream habitat characteristics and functions, which in turn could impair beneficial uses such as cold freshwater habitat (COLD), warm freshwater habitat (WARM), estuarine habitat (EST), migration (MIGR), rare species (RARE), and spawning (SPWN).

The Program Renewal would be conducted in compliance with applicable federal, state, and local laws and permits, including National Pollutant Discharge Elimination System (NPDES) requirements and applicable pesticide use permits. Standard construction practices and regulatory compliance would reduce the potential for adverse water quality effects. In addition, over the long term, Program Renewal activities would remove trash and sediment, reduce sources of erosion, and decrease flood risk, thereby supporting water quality objectives and implementation of Total Maximum Daily Loads (TMDLs), including mercury, polychlorinated biphenyl (PCB), pesticide, sediment, fecal coliform, chlorpyrifos, and diazinon TMDLs applicable to watersheds in the Program Renewal Area.

However, short-term in-channel and ground-disturbing activities could adversely affect aquatic habitat and associated beneficial uses if not properly mitigated. As discussed in Section 3.4, “Biological Resources,” (see Volume II in FEIR) impacts on habitat-related beneficial uses could be significant prior to mitigation. Therefore, this impact would be significant in the absence of mitigation.

Mitigation

Valley Water will implement Mitigation Measures BIO-3, BIO-4 and BIO-5, as described under Impact BIO-1D above and in Section 3.4, “Biological Resources” (see Volume II of FEIR).

Mitigation Measure BIO-3 requires augmentation of spawning gravel in appropriate stream reaches to improve spawning habitat conditions for salmonids. Mitigation Measure BIO-4 requires installation of features that increase instream habitat complexity, such as large woody material or other structural elements, to enhance aquatic habitat functions. Mitigation Measure BIO-5 requires implementation of salmonid habitat restoration projects to improve overall stream habitat conditions within the watershed.

With implementation of these mitigation measures, impacts to aquatic habitat and associated beneficial uses would be reduced to less-than-significant levels. The Program Renewal would not substantially conflict with or obstruct implementation of the San Francisco Bay or Central Coast Basin (Final SEIR, Volume II, pages 3.4-152, 3.4-153, and 3.4-155).

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal that mitigate or avoid significant effects on the environment. The Board finds that Mitigation Measures BIO-3, BIO-4, and BIO-5 are feasible and hereby adopts them as described in Attachment A to these Findings. These measures will be incorporated into the Program Renewal documentation to ensure their implementation. Implementation of Mitigation Measures BIO-3, BIO-4, and BIO-5 would mitigate impacts to aquatic habitat by augmenting spawning gravel, enhancing instream habitat complexity, implementing salmonid habitat restoration projects and avoiding substantial conflict with applicable basin plans. With implementation of these measures, the Program Renewal would not conflict with or obstruct implementation of applicable water quality control plans, and impacts would be less than significant with mitigation.

Cumulative Impact WQ-1: Cumulative Effects on Water Quality (Final SEIR, Volume II, page 4-55)

The geographic scope for potential cumulative impacts to water quality includes the Program Renewal Area, the Santa Clara groundwater basin, and the Coyote Creek and Upper Penitencia Creek watersheds. Past, present, and reasonably foreseeable future development projects within this area could contribute to cumulative water quality impacts through activities that may substantially degrade surface or groundwater quality; create additional sources of polluted runoff; increase risk of pollutant release in flood, tsunami, or seiche zones; or conflict with or obstruct implementation of a water quality control plan.

Implementation of the Program Renewal has the potential to adversely affect surface water and groundwater quality through several mechanisms, including ground disturbance from equipment

and vehicles, diversion and dewatering, use and storage of hazardous materials (including pesticides and herbicides), disturbance of contaminated sites or soils, sediment handling and disposal, and long-term operational activities. While many Program Renewal activities could reduce or remove existing sources of pollutants over the long term, short-term activities could result in localized water quality effects. Program Renewal activities largely occur within stream channels or adjacent floodplains and, to a lesser extent, near the San Francisco Bay shoreline or large standing bodies of water, where flood, tsunami, or seiche events could contribute to pollutant release.

Portions of the Program Renewal Area fall under the jurisdiction of the San Francisco Bay RWQCB (Region 2) or Central Coast RWQCB (Region 3) and are subject to the respective Basin Plans, including beneficial uses of waterbodies and water quality objectives. If maintenance activities are not properly managed, the Program Renewal could conflict with or obstruct implementation of these Basin Plans. When combined with the water quality impacts of cumulative development and infrastructure projects occurring within the Santa Clara groundwater basin, and the Coyote Creek and Upper Penitencia Creek watersheds, the Program Renewal could contribute to a significant cumulative impact on water quality, and the Program Renewal's incremental impacts would be cumulatively considerable.

Mitigation

To reduce potential impacts on conflicts with water quality control plans, Valley Water will implement Mitigation Measures BIO-3, BIO-4 and BIO-5. Mitigation Measure BIO-3 requires augmentation of spawning gravel in appropriate stream reaches to improve spawning habitat conditions for salmonids. Mitigation Measure BIO-4 requires installation of features that increase instream habitat complexity, such as large woody material or other structural elements, to enhance aquatic habitat functions. Mitigation Measure BIO-5 requires implementation of salmonid habitat restoration projects to improve overall stream habitat conditions within the watershed.

Implementation of these measures would reduce the Program Renewal's potential conflicts with a water quality control plan to a less-than-significant level (Final SEIR, Volume II, pages 3.4-152, 3.4-153, and 3.4-155). Accordingly, cumulative impacts on water quality would be less than significant with mitigation.

Findings

Changes or alterations have been required in, or incorporated into, the Program Renewal to mitigate or avoid significant cumulative effects on the environment. The Board finds that Mitigation Measures BIO-3, BIO-4, and BIO-5 are feasible and hereby adopts them as described in Attachment A of these Findings. The mitigation measures will be incorporated into the Program Renewal documentation to ensure their implementation. Mitigation Measures BIO-3, BIO-4 and BIO-5 will implement habitat enhancement and restoration measures to reduce potential conflicts with water quality control plans. With implementation of these measures, the Program Renewal would result in a less-than-cumulatively-considerable contribution to significant cumulative impacts on water quality. Accordingly, cumulative impacts on water quality would be less than significant with mitigation.

III. Significant Impacts which Cannot be Mitigated to a Less than Significant Level

Even after the adoption of all feasible mitigation, implementation of the Program Renewal will cause or contribute to several significant, unavoidable environmental effects. The Board finds that the Program Renewal will result in the following potentially significant and unavoidable impacts listed in this section, even with the implementation of all feasible mitigation.

Impact BIO-4B: Interference with the use of native wildlife nursery sites (Final SEIR, Volume II, page 3.4-320)

Maintenance activities occur adjacent to and, in some cases, within areas supporting nesting colonies of great blue herons, great egrets, snowy egrets, and black-crowned night herons. Because these colonies are typically located in riparian trees along streams and reservoirs, they occur in the same environments where maintenance activities are conducted. Maintenance activities could result in disturbance to active nests, removal or modification of nest trees, and changes to habitat conditions that support colony persistence. Colonies of herons and egrets are particularly sensitive to disturbance; disruption of a portion of a colony can lead to abandonment of multiple nests and reduced reproductive success during a breeding season.

The removal or modification of nesting substrate during the nonbreeding season could reduce colony size or result in partial or complete abandonment of a rookery. Because relatively few active colonies occur within the Program Renewal Area in a given year, and local populations rely on established colonies for successful reproduction, a substantial reduction in colony size (e.g., greater than 10 percent) or colony abandonment could result in a measurable decline in local populations. Interference with the use of native wildlife nursery sites would be significant.

Mitigation

Avoidance and minimization measures would be implemented where feasible to reduce disturbance to active nests and nesting habitat. These measures would reduce the potential for direct mortality of eggs and nestlings and lessen the likelihood of breeding-season nest abandonment.

However, adverse effects could remain due to removal or modification of nest trees or long-term alteration of colony habitat. Some nest trees may require removal to conduct necessary maintenance activities in stream corridors. Because herons and egrets are highly selective in their choice of colony sites, providing alternative nesting habitat or attempting to relocate colonies is unlikely to be successful. Efforts elsewhere to attract colonies to artificial nesting structures or new locations have demonstrated inconsistent and often unsuccessful results.

The cumulative effect of disturbance to nesting colonies must also be considered in the context of ongoing urban development in Santa Clara County. As surrounding lands continue to develop, riparian corridors and reservoirs serve as increasingly important refugia for colonial nesting birds. Over time, repeated disturbance or habitat modification at multiple locations could result in some local colonies declining below self-sustaining levels. Because maintenance activities must occur within the same riparian areas that support these colonies, it would not be

possible to entirely avoid this impact. Although minimization would occur where feasible, some localized colony reductions or abandonments could not be fully mitigated on- or off-site.

Accordingly, this impact would remain significant and unavoidable.

Findings

The Board finds that specific economic, legal, social, technological, and other considerations make infeasible additional mitigation measures or alternatives that would avoid all impacts to heron and egret nesting colonies while still achieving the objectives of the Program Renewal. The Board finds that there are no feasible mitigation measures to avoid or substantially lessen this impact. Because relatively few colonies are present within the Program Renewal Area and local populations depend on established nesting sites, residual impacts to native wildlife nursery sites would remain significant. These impacts are therefore significant and unavoidable.

Impact NZ-1: Substantial Temporary or Permanent Increase in Ambient Noise Levels in the Vicinity of the Proposed Maintenance Areas in Excess of City or County Standards or Generate a Substantial Incremental Increase in Noise Levels (Final SEIR, Volume II, page 3.10-16)

Program Renewal activities would involve the use of heavy equipment such as excavators, bulldozers, dump trucks, mowers, chain saws, woodchippers, and pile driving equipment, which could expose nearby sensitive receptors to temporary increases in noise levels. While most maintenance activities would be short-term and would move progressively along stream reaches—thereby limiting the duration of exposure at any one location—certain activities, particularly bank stabilization and pile driving, could result in elevated noise levels for several hours or multiple days at a specific site.

Noise levels associated with sediment removal and vegetation management would generally range from approximately 65 to 76 dBA at distances of 50 to 100 feet. Bank stabilization activities could generate noise levels up to approximately 79 dBA at 50 feet, and pile driving activities could generate noise levels ranging from approximately 88 to 101 dBA at 50 feet, depending on the method used. Given that some sensitive receptors are located within 50 feet of Valley Water streams and facilities, these activities could increase ambient noise levels by 3 dB or more and could exceed the 75 dBA exterior construction noise threshold commonly established in local noise ordinances.

Although maintenance activities would be temporary and would not result in permanent increases in ambient noise levels, the specific timing, duration, and location of individual activities have not yet been determined. Therefore, temporary noise increases could exceed applicable local standards in some instances, and this impact would be significant.

Mitigation

Mitigation Measure NZ-1: Noise and Vibration Mitigation Reduction Measures to Align with Local Noise Standards requires implementation of noise and vibration reduction measures to better align with local noise standards, including equipment mufflers, limits on certain tools (e.g., leaf blowers, woodchippers, and powered garden tools), restrictions on idling, use of quieter equipment where feasible, strategic placement of stationary equipment, use of temporary sound

barriers where feasible, written notification to adjacent neighbors, designation of a noise disturbance coordinator, and use of the least noisy feasible pile driving methods (Final SEIR, Volume II, page 3.10-19).

Even with implementation of Mitigation Measure NZ-1, temporary noise levels associated with certain activities—particularly pile driving—may still exceed applicable local standards at nearby sensitive receptors. Additional mitigation, such as installation of substantial sound walls or hay bale barriers along access roads, would not be feasible because such measures would obstruct access routes and impede the movement of maintenance equipment necessary to complete the work.

Findings

The Board finds that specific economic, legal, social, technological, and operational considerations make infeasible additional mitigation measures beyond those identified in Mitigation Measure NZ-1. The Board finds that all feasible mitigation measures have been incorporated into the Program Renewal, and that no additional feasible mitigation is available to reduce the temporary noise impacts to a less-than-significant level.

Temporary substantial increases in ambient noise levels above existing conditions could occur at certain locations during maintenance activities. Such increases could exceed applicable local standards and would constitute a significant impact. Even with implementation of Mitigation Measure NZ-1, the residual noise impact would remain significant and unavoidable.

Impact NZ-2: Generate Excessive Ground Vibration or Ground-borne Noise Levels (Final SEIR, Volume II, page 3.10-20)

Program Renewal activities would utilize heavy equipment capable of generating ground-borne vibration that could affect nearby residents and structures. Activities such as bank stabilization and sediment removal typically involve the use of bulldozers, excavators, dump trucks, gradalls, and tractor mowers, all of which generate ground-borne vibration. The highest vibration levels would occur during pile driving activities associated with installation of piles or sheet piles for bank stabilization.

Although these vibration effects would be temporary and limited to the duration of specific maintenance activities, vibration levels associated with pile driving and other heavy equipment could exceed building damage or human annoyance thresholds at nearby receptors. Therefore, this impact would be significant.

Mitigation

Implementation of Mitigation Measure NZ-1 requires the use of the least vibration-generating pile installation method feasible at a given location, with hydraulic press-in methods preferred, followed by vibratory methods, and impact pile driving used only where other methods are not feasible. Additional measures include proper equipment maintenance and operational controls intended to minimize noise and vibration to the extent feasible (Final SEIR, Volume II, page 3.10-19).

Even with implementation of Mitigation Measure NZ-1, certain locations may require impact pile driving due to geotechnical or site-specific constraints. In such cases, vibration levels could still exceed applicable building damage or human annoyance thresholds for structures and receptors located within the identified distances.

No additional feasible mitigation is available to reduce ground-borne vibration impacts to a less-than-significant level.

Findings

The Board finds that specific economic, legal, social, technological, and site-specific engineering considerations make infeasible additional mitigation measures beyond those identified in Mitigation Measure NZ-1. The Board finds that all feasible mitigation measures have been incorporated into the Program Renewal, and that no additional feasible mitigation is available to reduce the temporary noise impacts to a less-than-significant level.

Program Renewal activities could result in temporary ground-borne vibration levels exceeding applicable building damage or human annoyance thresholds at certain locations. Even with implementation of Mitigation Measure NZ-1, residual vibration impacts associated with pile driving may remain. Therefore, this impact is significant and unavoidable.

Cumulative Impact BIO-4: Cumulative Impacts on Movement of Any Native Resident or Migratory Species or Established Wildlife Corridors, or on Use of Native Wildlife Nursery Site (Final SEIR, Volume II, page 4-31)

The geographic scope for cumulative impacts on wildlife movement and nursery sites includes the Program Renewal Area and the VHP Planning Area. Cumulative impacts could occur if the Program Renewal, in combination with anticipated development projects and capital improvement projects, results in concurrent or successive activities that substantially affect, either directly or through habitat modification, the movement of native resident or migratory species, established wildlife corridors, or native wildlife nursery sites.

Streams and associated riparian vegetation within the Program Renewal Area function as environmental corridors, linking fragmented habitats within an otherwise developed landscape. Maintenance activities could alter these corridors through vegetation removal or modification, potentially contributing to habitat fragmentation. However, most maintenance activities would occur within existing Permanently Mitigated Areas (PMAs), where disturbance has historically occurred and will continue on a recurring basis. Because impacts would generally be temporary and incremental beyond those previously evaluated under SMP-2, the Program Renewal's contribution to cumulative impacts on wildlife movement would be limited. Therefore, cumulative impacts on wildlife movement would be less than significant.

In contrast, cumulative impacts on native wildlife nursery sites, particularly colonial nesting sites for great blue heron, great egret, snowy egret, and black-crowned night heron, could be significant. These species rely on a relatively small number of nesting colonies located along streams and reservoirs within the Program Renewal Area. Maintenance activities occurring within or adjacent to these colonies could result in direct disturbance of nesting birds, loss of nests with eggs or young, temporary or permanent abandonment of colonies, or removal or modification of nesting habitat. Because local populations are supported by relatively few

colonies, disturbance or abandonment of a single colony could result in a substantial decline in the local population, at least until a new successful colony is established.

Although many cumulative projects are required to comply with applicable regulatory requirements, avoidance and minimization measures, and habitat conservation planning requirements, these measures do not specifically protect colonial nesting herons and egrets, which are not covered species under the VHP. In the absence of effective avoidance, minimization, and conservation measures specifically addressing nursery sites, cumulatively significant impacts to these colonies could occur. The Program Renewal's contribution to significant cumulative impacts on nursery sites would therefore be cumulatively considerable.

Mitigation

Implementation of applicable avoidance and minimization measures and best management practices during Program Renewal activities would reduce impacts on wildlife movement and nursery sites. These measures include minimizing the area of disturbance, conducting pre-activity nesting bird surveys, establishing non-disturbance buffers around active nests, avoiding and minimizing impacts to sensitive vegetation communities, using existing access routes where feasible, properly staging materials in previously disturbed areas, and training personnel in species identification and protective measures.

In addition, projects covered under the VHP are required to comply with applicable VHP conditions and implement avoidance and minimization measures for wetlands, riparian habitats, and other sensitive resources. Compliance with these requirements would reduce impacts on habitat connectivity and aquatic and riparian resources that function as wildlife corridors.

However, no specific mitigation is available to fully avoid or compensate for the permanent loss or abandonment of an established heron or egret colony. Even with implementation of avoidance and minimization measures, removal or modification of trees and vegetation supporting nests during the nonbreeding season could result in long-term changes to colony viability. Because relatively few active colonies exist in the Program Renewal Area and these species rely on established colonies for successful breeding, disturbance or habitat modification could result in substantial adverse effects on local populations.

No feasible mitigation measures have been identified to reduce cumulative impacts on nursery sites to a less-than-significant level. Accordingly, this impact would remain significant and unavoidable.

Findings

The Board finds that specific economic, legal, social, technological, operational, and flood protection considerations make infeasible additional mitigation measures or alternatives beyond those identified. The Board finds that there are no feasible mitigation measures to avoid or substantially lessen this impact. Cumulative impacts on native wildlife nursery sites, particularly colonial nesting herons and egrets, would remain significant. The Program Renewal's contribution to this cumulative impact would be cumulatively considerable. Therefore, cumulative impacts on nursery sites are significant and unavoidable.

Cumulative Impact NZ-1: Cumulative Impacts from Substantial Temporary or Permanent Increase in Ambient Noise Levels or Substantial Incremental Increase in Noise Levels (Final SEIR, Volume II, page 4-48)

Noise and vibration are localized effects that attenuate with increasing distance from the source. Therefore, only projects occurring adjacent to the Program Renewal Area and generating noise or vibration at the same time as Program Renewal activities would have the potential to combine and result in a cumulative impact. Based on the anticipated development projects and capital improvement projects identified for the region, some projects could occur concurrently with Program Renewal maintenance activities. If such activities overlap spatially and temporally, the combined noise levels could increase ambient noise levels by 3 dB or more, which would be noticeable and could exceed applicable local standards.

As described in Section 3.10, “Noise and Vibration” (see Volume II in FEIR), Program Renewal activities such as sediment removal, vegetation and downed tree management, and bank stabilization (including pile driving) would generate temporary noise levels that could exceed local construction noise thresholds at nearby sensitive receptors. Given the close proximity of some residential and other sensitive land uses—some located within 50 feet of streams and facilities—the addition of noise from other nearby construction or maintenance projects could further increase noise exposure.

Although cumulative projects would typically be required to comply with applicable local, state, and federal noise regulations and implement their own avoidance and minimization measures, overlapping activities could still result in combined noise levels that exceed standards or cause a substantial incremental increase in ambient noise levels. Therefore, cumulative noise impacts would be significant, and the Program Renewal’s contribution to this cumulative impact would be cumulatively considerable.

Mitigation

Mitigation Measure NZ-1 requires implementation of noise and vibration reduction measures to better align Program Renewal activities with applicable local noise standards. These measures include use of properly maintained mufflers, quieter equipment where available, limits on noise levels for specific equipment such as leaf blowers and woodchippers, restrictions on unnecessary idling, strategic placement of stationary equipment, advance notification to adjacent residents, designation of a noise disturbance coordinator, use of temporary sound barriers where feasible, and selection of the least noisy feasible pile driving methods (Final SEIR, Volume II, page 3.10-19).

Implementation of Mitigation Measure NZ-1 would reduce temporary noise increases associated with Program Renewal activities. However, because cumulative noise impacts depend on the timing, location, and intensity of other nearby projects—factors that are not fully within Valley Water’s control—overlapping activities could still result in temporary noise levels that exceed applicable standards.

No additional feasible mitigation measures are available to eliminate the potential for cumulatively significant temporary noise increases resulting from concurrent projects.

Findings

The Board finds that specific economic, legal, social, technological, and operational considerations make infeasible additional mitigation measures beyond those identified in Mitigation Measure NZ-1. The Board finds that all feasible mitigation measures have been incorporated into the Program Renewal.

Even with implementation of Mitigation Measure NZ-1, cumulative noise impacts resulting from overlapping Program Renewal and other nearby construction or maintenance activities could result in substantial temporary increases in ambient noise levels. The Program Renewal's contribution to this cumulative impact would remain cumulatively considerable. Therefore, cumulative noise impacts are significant and unavoidable.

Cumulative Impact NZ-2: Cumulative Impacts from Ground Vibration or Ground-borne Noise Levels (Final SEIR, Volume II, page 4-50)

Cumulative impacts related to ground vibration or ground-borne noise levels could occur if Program Renewal activities, in combination with anticipated development projects and CIPs in the region, involve concurrent activities that exceed thresholds for ground vibration or ground-borne noise. Such overlapping activities could result in levels that exceed building damage or human annoyance thresholds, creating a significant cumulative vibration impact.

Program Renewal activities such as pile driving and use of heavy construction equipment generate substantial ground-borne vibrations. While some cumulative projects would likely be required to comply with local, state, and federal vibration limits, overlapping activities could result in additive effects at nearby sensitive receptors. The Program Renewal's contribution to these cumulative impacts would be cumulatively considerable.

Mitigation

Mitigation Measure NZ-1 requires that the least vibration-generating method of pile driving be used to the extent feasible at a given location. Measures included in Mitigation Measure NZ-1 also address ground-borne noise to the extent possible, such as equipment selection and operational controls (Final SEIR, Volume II, page 3.10-19). However, some pile driving or other heavy equipment activities may still produce vibrations exceeding established thresholds, particularly when combined with other nearby construction or maintenance projects.

No additional feasible mitigation measures are available to reduce cumulative impacts from ground-borne vibration or ground-borne noise below a level of significance.

Findings

The Board finds that specific economic, legal, operational, and technological considerations make infeasible additional mitigation measures beyond those identified in Mitigation Measure NZ-1. The Board finds that all feasible mitigation measures have been incorporated into the Program Renewal. Even with implementation of Mitigation Measure NZ-1, cumulative ground-borne vibration or ground-borne noise impacts could occur when Program Renewal activities overlap with other nearby projects.

The Program Renewal's contribution to these cumulative impacts would be cumulatively considerable. Therefore, cumulative impacts from ground-borne vibration or ground-borne noise are significant and unavoidable.

IV. Alternatives

The CEQA Guidelines require that an EIR evaluate a reasonable range of alternatives to a project, focusing on alternatives that appear to be feasible, would meet the project objectives, and would avoid or substantially lessen at least one of the project's significant environmental effects. The CEQA Guidelines also require that the range of alternatives considered include a No Project Alternative. These requirements for alternatives analysis are set forth in CEQA Guidelines §15126.6.

A. Findings on Alternatives Analyzed in the SEIR

The Board hereby finds that the Final SEIR describes a reasonable range of alternatives, and the Board hereby rejects these alternatives in favor of the Program Renewal for the reasons summarized below. The Final SEIR analyzed four alternatives in addition to the Program Renewal as proposed. The alternatives considered in the Final SEIR are described and evaluated in the Final SEIR, Volume II, Chapter 5, *Alternatives*, Section 5.4. The four alternatives analyzed in the SEIR are:

- No Project Alternative
- Reduced Frequency Alternative
- Limited Work in Unmodified Channels Alternative
- Limited Activities Alternative

Alternatives to the Program Renewal were developed as programmatic alternatives to implementation of the Program Renewal as a whole. Some of the alternatives considered would limit the extent of Program Renewal implementation by altering the frequency of maintenance activities or prohibiting maintenance activities from occurring on specific stream reaches. As a result, the programmatic alternatives would provide varying levels of flood protection. Alternatives were developed by considering the Program Renewal's overall goals and objectives as well as by its potential environmental impacts. Alternatives would seek to achieve similar goals as the Program Renewal, although the alternatives may reach these goals to a greater or lesser extent than the Program Renewal. The alternatives also would seek to reduce the significance of anticipated adverse environmental impacts associated with the Program Renewal. The impacts of each alternative were evaluated and compared to the Program Renewal Impacts in the Final SEIR, Volume II, Chapter 5, *Alternatives*, Sections 5.4 and 5.5.

NO PROJECT ALTERNATIVE

Under the No Project Alternative, Valley Water would pursue one of two options: (1) continue conducting maintenance activities, including CEQA compliance and project-by-project permitting on an annual basis, following practices under the existing SMP-2; or (2) seek to extend or renew existing SMP-2 programmatic permits, following practices under the existing SMP-2 and utilizing previous CEQA documentation. Valley Water would maintain its current maintenance activities under the existing SMP-2, following established operation and maintenance guidelines and

BMPs, without incorporating the newly proposed Program Renewal measures. Valley Water would continue to implement mitigation measures from the SMP-2 EIR.

As described in Chapter 2, *Project Description*, in the FEIR, some primary differences between this alternative and the Program Renewal are that the Program Renewal would include hazard tree management, the removal of trees greater than 12 inches dbh, additional minor maintenance work , updated work limits, and refinements to BMPs to reflect updated regulations and improved clarity. If project-by-project permitting was conducted under this alternative, the added maintenance activities, updated work limits and BMP modifications would be added on a project-by-project basis, as dictated by mitigation contained in CEQA compliance documents and the terms contained in annually renewed permits.

Under the No Project Alternative, Valley Water may need to complete CEQA compliance and secure permits each year, resulting in a more time-intensive and resource-demanding process compared to the streamlined, programmatic approach of the Program Renewal. Conducting CEQA reviews on an annual basis may also create challenges in accurately assessing the cumulative impacts of ongoing maintenance activities. Furthermore, due to the lead time needed to obtain regulatory permits, some needed maintenance likely would not be conducted during the same season as the need for it was identified, resulting in the potential for failure to stabilize eroding stream and channel beds, maintain the design flow or provide appropriate conveyance capacity of facilities, consequently not meeting the Program's objectives.

Therefore, it is likely that less maintenance work would be accomplished each year. If sediment removal were reduced under the No Project Alternative, related activities—such as excavation, hauling, disposal, and reuse—would also decline. This reduction could lessen environmental impacts by decreasing the need for bank stabilization and lowering the risk of culvert blow-outs typically linked to deeper excavation activities. However, the Program may fail to remove enough sediment to maintain flow conveyance and safety and therefore may not achieve the Program's objectives. If less vegetation management occurred, adequate flow conveyance through the channels could be compromised as well as public safety due to more of a possibility of flooding and wildfire risk. Additionally, under this alternative over the 10-year planning horizon (2027-2036), annual environmental compliance costs required for the No Project Alternative would be expected to be higher than the one-time compliance costs associated with the Program Renewal.

The Board rejects the No Project Alternative because it is undesirable from a policy standpoint and fails to meet most of the project objectives. Under this alternative, the increase in sediment discharges from areas requiring bank stabilization, combined with increased sediment accumulation, and decrease in the frequency of maintenance activities would result in a greater temporary reduction in conveyance capacity and a greater risk for wildfire. Flood risk would be greater, and, at the same time, more residual impacts likely would remain. Furthermore, maintenance activities may not be implemented along with a comprehensive mitigation approach and consistent set of BMPs. As a result, this alternative would fail to adequately accomplish the four of the five project objectives listed in Chapter 2, *Project Description*, in the FEIR. Inadequate or delayed sediment removal would reduce channel conveyance capacity and increase flood risk. While fewer activities might reduce short-term disturbance, the No Project Alternative could fail to remove necessary sediment to maintain safe flows and long-term habitat stability. Reduced and delayed vegetation management could compromise flood conveyance,

wildfire risk reduction, and public safety. If vegetation is not proactively managed, levee inspections and access to maintenance sites may be restricted, potentially affecting infrastructure oversight and safety. Failure to timely stabilize erosion sites could increase sediment loading, reduce water quality, threaten infrastructure, and impair habitat values. Mitigation would be undertaken in smaller increments and overall may be less ecologically significant than the approach proposed in the Program Renewal.

REDUCED FREQUENCY ALTERNATIVE

Under the Reduced Frequency Alternative, the types of maintenance activities undertaken by Valley Water would not change, but the recurrence of sediment removal and vegetation management activities would occur less frequently than under the Program Renewal. However, bank stabilization, management of animal conflicts, and minor maintenance activities would continue to occur as needed. All other aspects of the Program Renewal (e.g., new/revised BMPs) would be implemented under this alternative.

Under the Program Renewal, the recurrence of activities is projected for a 10-year period and would be influenced by a variety of factors, including the type of maintenance activity, where that activity would occur (e.g., levee or bank; unmodified channel), and the site-specific factors at a particular location (e.g., rate of sediment accumulation or vegetation growth). The need for sediment removal or instream vegetation management typically would be based on field observations of reduced channel capacity from sediment accumulation or vegetation growth; non-instream vegetation management would be based on managing annual growth, including the removal of vegetation using both pre-emergent and post-emergent herbicides. Under the Reduced Frequency Alternative, the recurrence of sediment removal and vegetation management activities at any particular location would be half as frequent as under the Program Renewal. For example, if a stream reach was projected in the Program Renewal to need sediment removed in 4 out of 10 years, under the Reduced Frequency Alternative, sediment would be removed in 2 out of 10 years.

Although maintenance activities would occur less frequently, the amount of maintenance done during each event likely would need to be greater to fulfill maintenance needs. For instance, a greater amount of sediment removal or instream vegetation management would need to occur during a maintenance event to maintain the design flood flow conveyance capacity during the longer periods between maintenance episodes. A greater amount of non-instream vegetation management also would need to occur during a maintenance event to address fire hazards on roads and levees associated with a greater amount of vegetation growth. Similarly, different types of maintenance may be necessary (e.g., removal of larger trees may require larger equipment).

The Board rejects the Reduced Frequency Alternative because it is undesirable from a policy standpoint and fails to meet most of the project objectives. Under this alternative, as the increase in sediment accumulation and instream vegetation growth could result in a greater temporary reduction in conveyance capacity and limits the ability to maintain the design flow or appropriate conveyance capacity of facilities and is also a greater risk for wildfire. As a result, this alternative would fail to adequately accomplish the four of the five project objectives listed in Chapter 2, *Project Description*, in the FEIR. Although larger volumes of sediment would be removed during each event, the longer intervals between maintenance would limit the ability to

consistently maintain design flow capacity. While larger vegetation removal events occur, the buildup between cycles would elevate fire and flood risks and reduce consistent flow conveyance. Although access would eventually be restored during maintenance events, interim conditions could limit safe and routine inspections. Mitigation would be undertaken in smaller increments and overall may be less ecologically significant than the approach proposed in the Program Renewal.

LIMITED WORK IN UNMODIFIED CHANNELS ALTERNATIVE

Under the Limited Work in Unmodified Channels Alternative (Limited Work Alternative), maintenance activities that could be done in unmodified channels would be limited to within 100 feet upstream and downstream of human-made structures, such as bridges, road crossings, stream gauges, outfalls, and trash racks. As a result, a reduced amount of annual maintenance would occur under this alternative. Maintenance near human-made structures would be necessary because it would keep these structures functioning properly and safely. Necessary maintenance activities in unmodified channels located away from human-made structures would not occur, resulting in a reduction in the maintenance of the design flow or appropriate conveyance capacity of facilities, or in unaddressed maintenance needs. If less sediment removal and vegetation management were to occur, specific aspects of the work associated with these activities (such as truck trips for hauling and disposal/reuse) also would be reduced. All other aspects of the Program Renewal (e.g., the proposed BMPs) would be implemented under this alternative.

The Board rejects the Limited Work in Unmodified Channels Alternative because it is undesirable from a policy standpoint and fails to meet a majority of the project objectives. Under this alternative, the flood flow capacities would not be maintained in unmodified channels, which may increase flood risk and sedimentation in those reaches. As a result, this alternative would fail to adequately accomplish three of the five project objectives listed in Chapter 2, *Project Description*, in the FEIR. Although structures would remain protected, overall channel conveyance capacity in unmodified reaches would not be maintained. Necessary sediment removal to maintain systemwide flow conveyance and safety would not occur. While BMPs would still be implemented, the limited geographic scope would prevent consistent vegetation management across the system, and there would be increased flood and wildfire risk in unmodified channel segments. Although infrastructure immediately near structures would be protected, broader channel stability goals would not be achieved due to limited stabilization activities.

LIMITED ACTIVITIES ALTERNATIVE

Under the Limited Activities Alternative, the five types of maintenance activities proposed in the Program Renewal would occur, except those maintenance activities with the greatest biological impacts would be eliminated or modified. For bank stabilization activities, no hardening of stream banks would be allowed and only “soft” stabilization measures would be used. For sediment removal activities, equipment always would be located at the top of the bank and would not be allowed in the stream channel. For vegetation management activities, no herbicide use would be allowed, and only mechanical vegetation management methods would be utilized. For management of animal conflicts, no fumigants would be allowed. Minor maintenance activities would be conducted as described under the Program Renewal.

The methods included in the Program Renewal currently are used by Valley Water because they are the most effective methods for accomplishing maintenance. Relying on the alternative methods described above such as only soft bank stabilization methods, operating equipment only from the top of bank, and mechanical maintenance of vegetation only would result in increased effort to accomplish the same degree of necessary maintenance. Alternative methods also may result in higher implementation costs and/or less maintenance work getting accomplished each year.

The Board rejects the Limited Activities Alternative because it is undesirable from a policy standpoint and fails to meet a majority of the project objectives. Under this alternative, restrictions on effective maintenance methods, including prohibiting hard bank stabilization, limiting sediment removal to top of bank, eliminating herbicide use, and prohibiting fumigants, would reduce the effectiveness and efficiency of maintenance activities. As a result, this alternative would fail to adequately accomplish four of the five project objectives listed in Chapter 2, *Project Description*, in the FEIR. These limitations could result in increased sediment accumulation, reduced channel conveyance capacity, greater wildfire risk due to less effective vegetation management, and inadequate stabilization of eroding banks. Consequently, flood risk would increase, infrastructure could be exposed to damage, and sediment loading and water quality impacts may worsen. While certain short-term biological disturbances may be reduced, the alternative would impair Valley Water's ability to fully implement necessary maintenance in a timely and comprehensive manner.

B. ENVIRONMENTALLY SUPERIOR ALTERNATIVE

The Program Renewal is considered to be environmentally superior, compared to any of the alternatives. Because the Program Renewal is not itself an alternative, the environmentally superior alternative has also been identified. As discussed in Final SEIR, Volume II, Chapter 5, *Alternatives*, Section 5.7, among the four alternatives, the Limited Activities Alternative is considered the environmentally superior alternative because by limiting the amount of all annual maintenance activities, it would reduce the impacts associated with these activities. However, the Limited Activities Alternative would also be likely to impede sediment removal that would be necessary to maintain flood flow conveyance capacity. This alternative would also result in increased effort to accomplish the same degree of necessary maintenance and also may result in higher implementation costs and/or less maintenance work getting accomplished each year. While it would not have greater impacts overall, the potential impact from more sedimentation and a reduction in flood flow conveyance is considered to be an overriding factor justifying its rejection, given that flood protection is the primary goal of the Proposed Program Renewal.

C. FINDINGS ON OTHER ALTERNATIVES REJECTED FROM FURTHER ANALYSIS UNDER CEQA

A variety of other alternatives were considered in the process of preparing the Draft SEIR but were eliminated from further consideration at that stage. These other alternatives and reasons for rejection of each are described in the Final SEIR, Volume II, Chapter 5, *Alternatives*, Section

5.6.The following alternatives were considered but ultimately were dismissed from further analysis for one or more of the following reasons: (1) they were not substantively different from one of the considered alternatives; (2) they would not sufficiently meet the Program Renewal objectives; (3) they were determined to be infeasible; or (4) they would not avoid or substantially reduce one or more significant impacts of the Program Renewal:

- Geomorphic Alternative
- Watershed Approach Alternative
- Return to As-Built Conditions Alternative
- Modified Pajaro River Basin Alternative
- No Herbicides Alternative
- Reduced Extent Alternative
- Alternative Locations
- Reduced Time Frame Alternative

The Board hereby rejects these alternatives for the same reasons as described in the Final SEIR.

V. Findings Regarding SEIR Recirculation

A. LEGAL REQUIREMENTS FOR EIR RECIRCULATION

A lead agency is required to recirculate a Draft EIR for additional public review when "significant" new information is added to the EIR after the initial public review, according to CEQA Guidelines Section 15088.5(a). New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such effect, including a feasible project alternative that the project proponents have declined to implement. "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

- A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project but the project's proponents decline to adopt it.
- The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Recirculation is not required where the new information added to the EIR merely clarifies, amplifies, or makes insignificant modifications to an adequate EIR, according to CEQA Guidelines Section 15088.5(b).

B. DRAFT SEIR COMMENTS, RESPONSES, AND REVISIONS DO NOT TRIGGER DRAFT EIR RECIRCULATION

No significant new information has been added to the SEIR in Draft SEIR comments, responses to Draft SEIR comments, and Draft SEIR revisions made in the Final SEIR that would trigger Draft SEIR recirculation under CEQA Guidelines Section 15088.5(a) because:

- They did not disclose a new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented.
- They did not disclose a substantial increase in the severity of an environmental impact that would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

- They did not disclose a feasible Project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the adverse environmental impacts of the Project.
- They did not otherwise result in major revisions to the Draft SEIR that precluded meaningful public review and comment on a substantial, adverse project impact environment, a feasible mitigation measure, or an alternative not proposed or implemented.

Instead, only minor changes were made to the Draft SEIR in response to public comments and to amplify, clarify, and update certain information. The changes and new information provided in the Final SEIR include:

- clarifications to the Draft SEIR analysis in response to comments received,
- minor revisions to mitigation measures in response to comments received,
- corrections of typographic and editorial errors, and
- other minor Valley Water-initiated changes to the Draft SEIR.

This new information does not include identification of new or substantially increased significant impacts associated with the proposed project or mitigation measures that are considerably different from those previously analyzed that would clearly lessen the project's significant impacts.

The Board finds that the new information added to the Final SEIR merely clarifies, amplifies, or makes insignificant modifications in an adequate EIR and is not "significant" within the meaning of CEQA Guidelines Section 15088.5. The Board further finds that incorporating the new information and corrections does not deprive the public of a meaningful opportunity to comment on the Project or its effects, and that no information has been added to the Final SEIR that would warrant recirculation pursuant to PRC § 21092.1 or CEQA Guidelines Section 15088.5. This finding is based upon all the information presented in the Final SEIR and the record of proceedings.

VI. Mitigation Monitoring and Reporting Program

The Board hereby finds that an MMRP has been prepared and has been adopted concurrently with these Findings, consistent with PRC Section 21081.6(a)(1) and CEQA Guidelines §15097 requirements. Valley Water will use the MMRP to track implementation of the Final EIR mitigation measures adopted in these Findings, The Mitigation Monitoring and Reporting Program for the Program Renewal is Exhibit B to the Valley Water CEQA resolution: Resolution Certifying the Final Subsequent Environmental Impact Report and Adopting CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Stream Maintenance Program Renewal.

VII. Statement of Overriding Considerations

Implementation of the Program Renewal would likely result in significant and unavoidable impacts from interference with the use of native wildlife nursery sites, temporary increases in noise above ambient levels, temporary exposure to excessive ground vibration that exceed thresholds, and cumulative impacts, as specified above in Section III. Valley Water has committed to all feasible mitigation to reduce these impacts, but the residual level of effect is still likely to be significant, and no additional feasible mitigation is available.

As mentioned in Section III of these Findings, for a project that has significant impacts that cannot feasibly be avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a Statement of Overriding Considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." [CEQA Guidelines Sections 15093, 15043(b); see also PRC § 21081(b).]

As described in these Findings, Valley Water has reduced the Program Renewal's significant impacts to the extent feasible. The significant unavoidable impacts of the Program Renewal, as described in Section III of these Findings, are as follows:

- Impact BIO-4B: Interference with the use of native wildlife nursery sites
- Impact NZ-1: Substantial Temporary or Permanent Increase in Ambient Noise Levels in the Vicinity of the Proposed Maintenance Areas in Excess of City or County Standards or Generate a Substantial Incremental Increase in Noise Levels
- Impact NZ-2: Generate Excessive Ground Vibration or Ground-borne Noise Levels
- Cumulative Impact BIO-4: Cumulative Impacts on Movement of Any Native Resident or Migratory Species or Established Wildlife Corridors, or on Use of Native Wildlife Nursery Sites
- Cumulative Impact NZ-1: Cumulative Impacts from Substantial Temporary or Permanent Increase in Ambient Noise Levels or Substantial Incremental Increase in Noise Levels
- Cumulative Impact NZ-2: Cumulative Impacts from Ground Vibration or Groundborne Noise Levels

The overall flood protection goals of the Stream Maintenance Program Renewal are to maintain the design flow conveyance capacity of Valley Water flood protection facilities, and to maintain the structural and functional integrity of Valley Water flood protection facilities. To meet these goals, the Program Renewal would prioritize and administer maintenance activities to achieve the following objectives, each of which represents benefits of the Program Renewal:

- Remove the necessary sediment to provide flow conveyance and safety while maintaining habitat functions in creek systems;
- Manage vegetation to maintain access, flow conveyance, flood protection, and public safety in Valley Water's channels and rights-of-way. Vegetation management is also conducted to reduce fire fuel loads and wildfire risk and preserve the structural integrity of flood protection facilities. Vegetation management may also be conducted to promote

overall ecological health, improve habitat for sensitive species, maintain restoration sites, and promote stewardship.

- Manage vegetation to allow levee inspections and provide inspection visibility and access to maintenance sites;
- Stabilize eroding stream and channel beds and banks to protect existing infrastructure, maintain public safety, reduce sediment loading, protect water quality, and protect habitat values; and
- Avoid, minimize, or mitigate impacts on the environment by identifying and prioritizing when maintenance work is necessary and incorporating stream stewardship measures to further reduce potential impacts and enhance ecologic function where possible.

Flood protection is one of Valley Water's two primary purposes and the Program Renewal is a required part of that purpose by integrating Valley Water's purposes and policies with environmental requirements (Ends Policy E-1). Specifically, creek maintenance preserves flow capacity of Valley Water creeks to reduce the risk of flooding and improves water quality through the stabilization of eroding creek banks and removal of excess sediment (Ends Policies E-3.1 and E-4.2). Maintenance of canals ensures that water conveyance systems are functioning, sustainable, and able to move water between reservoirs, creeks, percolation ponds, and water treatment plants (Ends Policy E-2.1). Water released into creeks and percolation ponds helps to replenish local groundwater aquifers and manage environmental needs (Ends Policy E-2.1). Helping to achieve each these Ends Policies which is another benefit of the Program Renewal.

Implementation of the Program Renewal as proposed would prevent unacceptable flood risks throughout Valley Water's jurisdiction. The District Act, which establishes Valley Water, cites flood protection within several of its objectives and purposes (see Sections 4(c)(1) and 4(c)(2) of the Act). Similarly, Valley Water's Ends Policy No. E-3 discusses a healthy and safe environment for residents, businesses and visitors, and establishes goals of providing flood protection and reducing potential for flood damage. Failure to provide this flood protection would put thousands of homes and businesses at risk, with a large cost of recovery in the event of a flood. Other impacts of flooding may include closure of essential transportation arteries, interruptions in emergency services, likely losses of instruction time at area public and private schools, loss of use of affected public facilities such as parks, and at the extreme, loss of human life. The Program Renewal minimizes these risks while also avoiding or minimizing the impacts of stream maintenance to the greatest extent feasible, another benefit of the Program Renewal.

Based on the benefits above, the Board finds that the economic, social, and environmental benefits of the Program Renewal outweigh the Program Renewal's direct and cumulatively considerable significant and unavoidable biological resources, noise and vibration impacts, which are considered "acceptable." Each benefit set forth above constitutes an overriding consideration warranting approval of the Program Renewal, independent of the other benefits.

VIII. References

Santa Clara Valley Water District. 2026. 2027-2036 Stream Maintenance Program Renewal Final Environmental Impact Report.

ATTACHMENT A
COVERSHEET

FINAL SUBSEQUENT ENVIRONMENTAL IMPACT REPORT FOR THE STREAM MAINTENANCE PROGRAM RENEWAL: MITIGATION MEASURES

No. of Pages: 22

Attachments: None

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ATTACHMENT A
MITIGATION MEASURES

Acronyms and Abbreviations

ASR	Annual Summary Report
BMP	best management practice
CARB	California Air Resources Board
CCC	Central California Coast
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
cm	centimeter
CNPS	California Native Plant Society
CEQA	California Environmental Quality Act
dBA	A-weighted Decibel
dbh	diameter at breast height
EIR	environmental impact report
Evelyn Project	Stevens Creek Evelyn Avenue Fish Passage Project
F&G	Fish and Game
FESA	Federal Endangered Species Act
GHGRP	Greenhouse Gas Reporting Program
HEPA	High-Efficiency Particulate Air
HMMP	Habitat Mitigation and Monitoring Plan
mm	millimeter
MMRP	Mitigation Monitoring and Reporting Program
MPH	miles per hour
NMFS	National Marine Fisheries Service
NOA	naturally occurring asbestos
NPW	Notice of Proposed Work
PMAs	Permanently Mitigated Areas
Program Renewal	Stream Maintenance Program Renewal
RWQCB	Regional Water Quality Control Board
SCCC	South-Central California Coast
SMP	Stream Maintenance Program
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency
Valley Water	Santa Clara Valley Water District
VHP	Santa Clara Valley Habitat Plan

Mitigation Measures

Aesthetics

BIO-12. Compensatory Mitigation for Impacts to Woody Riparian Vegetation

The Program's compensatory mitigation package, which is detailed in Chapter 10 of the Manual, shall be implemented to compensate for new impacts (i.e., impacts that do not fall within an existing PMA for the activity being performed) on woody riparian vegetation from non-VHP-covered activities. No compensatory mitigation will occur for corrective pruning. Following the procedure described in Appendix F, Valley Water would refine the quantification of impacts to riparian vegetation that occur during a specific year, tallying the impact totals at the end of the year, and compensatory mitigation will be implemented the following year, in many cases. Exceptions will occur in cases in which compensatory mitigation is incorporated directly into the Program Renewal work areas; in those cases, compensatory mitigation may be implemented during the same year in which impacts occur. Details regarding performance criteria for mitigation, as well as for monitoring and reporting, are described in Appendix F.

Valley Water will mitigate for temporary and permanent impacts to riparian vegetation from non-VHP-covered activities via one or more of the following options:

- Develop new land acquisition and conservation-based projects to create new PMAs as mitigation for impacts to riparian habitats.
- Annual mitigation approaches for activities that are more infrequent, and where establishing new PMAs would not be appropriate, such as encampment cleanup and bank rehabilitation, a grant program to fund projects by local watershed groups, trash removal, revegetation, concrete removal, and post-wildfire rehabilitation.
- For impacts to nontidal wetlands and aquatic habitats, the payment of fees via the Habitat Agency's Voluntary Fee Payments Policy. This option would be subject to consistency with VHP requirements and Habitat Agency approval, and contingent on the Habitat Agency agreeing to use Valley Water's fees to provide mitigation for the resource (i.e., riparian habitat) being affected.

Individual, stand-alone restoration projects that could provide either permanent or temporary annual mitigation, such as the following:

- Riparian revegetation would be conducted to establish and/or enhance habitat for native wildlife species while providing shade, sources of organic matter, coarse woody debris, improved root and soil structures and other benefits. Revegetation would occur in the same watershed as the impact and would follow the typical planting palette provided in Chapter 10 or a site-specific palette would be used. Removal of non-invasive trees >6" dbh that is not mitigated through the VHP will be mitigated through revegetation at either a 2:1 or 2:1 (replacement tree to removed tree). All native trees >6" dbh that are removed will be mitigated at a 3:1 ratio. All non-

*When applicable, a contractor may be responsible for implementation.

native trees >6" dbh that are not classified as invasive species will be mitigated at a 2:1 ratio. The removal of >6" dbh western sycamores and native oaks must be replaced in-kind; otherwise, there is no requirement to match species when replacing trees.

- Valley Water in consultation with resource agencies may develop reach characterization sheets for areas where frequent maintenance activities occur. These sheets would describe biological resources, water quality, and ecological functions within the maintenance area, and identify ongoing and future maintenance needs, opportunities to avoid and minimize impacts to sensitive habitats as well as potential restoration opportunities. This information would be used for planning purposes to maintain a site in a state of ecological equilibrium. If vegetation management (other than the removal of trees >6" dbh, the conversion of habitat from one type to another, or activities that impact the site's function as habitat for special-status species) within a reach can be directed towards achieving that reach's target ecological function and value, then the maintenance work may be exempt from compensatory mitigation requirements.
- Valley Water will enhance ecosystem recovery following particularly large and destructive wildfires. Mitigation activities may include, but are not limited to, revegetation and hydroseeding to reduce erosion, invasive plant species control, road repair, and removing critical safety hazards (e.g., dead or dying trees) thereby promoting and supporting habitat for animal and plant species and reducing risk of additional fires that could further damage habitat.
- Valley Water may develop reach characterization sheets for areas where frequent maintenance activities occur. These sheets would describe biological resources, water quality, and ecological functions within the maintenance area, and identify ongoing and future maintenance needs, opportunities to avoid and minimize impacts to sensitive habitats as well as potential restoration opportunities. This information would be used for planning purposes to maintain a site in a state of ecological equilibrium. If vegetation management (other than the removal of trees >6" dbh, the conversion of habitat from one type to another, or activities that impact the site's function as habitat for special-status species) within a reach can be directed towards achieving that reach's target ecological function and value, then the maintenance work may be exempt from compensatory mitigation requirements.
- Valley Water will enhance ecosystem recovery following particularly large and destructive wildfires. Mitigation activities may include, but are not limited to, revegetation and hydroseeding to reduce erosion, invasive plant species control, road repair, and removing critical safety hazards (e.g., dead or dying trees) thereby promoting and supporting habitat for animal and plant species and reducing risk of additional fires that could further damage habitat.
- Valley Water will mitigate impacts to sensitive riparian communities, including sycamore alluvial woodland, oak woodland, and high-quality occurrences of cottonwood-dominated forest in-kind by focusing on the enhancement, preservation, and/or restoration of that sensitive community type. "High-quality" would be determined by a qualified biologist based on criteria such as evidence of natural regeneration and the presence of multi-layered and multi-aged stands. It is possible that this mitigation measure may be refined during permitting with the USACE, RWQCB, and CDFW to be equally or more effective, in which case the refinements required by these resource agencies would be implemented.

*When applicable, a contractor may be responsible for implementation.

Biological Resources

BIO-1. Pay Santa Clara Valley Habitat Plan Nitrogen Deposition Fees

Valley Water will pay VHP Nitrogen Deposition fees for all Program Renewal Activities, regardless of VHP coverage, through the Habitat Agency's Voluntary Fee Payments Policy. The VHP will require the payment of fees in accordance with the number of daily vehicle trips generated by the Program. Valley Water estimates an average of 67 daily vehicle trips will be necessary to support the Program. This estimate is derived from consultation with management of all Valley Water units that currently implement SMP work to determine the estimated average number of daily vehicle trips associated with the Program Renewal work. Therefore, Valley Water will pay the nitrogen deposition fee associated with 67 daily vehicle trips.

BIO-2. Create or Enhance and Preserve Mitigation Populations of Non-VHP-Covered Special-Status Plant Species

If avoidance of non-VHP-covered special-status plants is not feasible as determined by Valley Water biologists and other staff (e.g., planners, engineers, construction supervisors), and more than 5 percent of a population (by occupied area or individuals) of a listed species or more than 10 percent of a population (by occupied area or individuals) of non-listed CNPS 1–4 species that may be detected in the Program Renewal Area in the future (and for which the Habitat Agency's reserve system does not support sufficient populations to offset Program Renewal impacts) would be impacted, Valley Water will provide compensatory mitigation via the creation, enhancement, or preservation of occupied habitat for the impacted species. Creation of habitat and establishment of a new population would be provided at a minimum 1.5:1 (mitigation: impact) ratio; preservation and enhancement of an existing population would be provided at a minimum 1:1 (mitigation: impact) ratio. If mitigation occurs through creation of a new population, seed from the population to be impacted may be harvested (or seed may be obtained from another source at an appropriate location, as determined by a qualified biologist) and used either to expand an existing population or to establish an entirely new population in suitable habitat.

BIO-3. Augmentation of Spawning Gravel

Valley Water will implement gravel augmentation as mitigation for Program impacts to spawning habitat for Central California Coast (CCC) steelhead, South-Central California Coast (SCCC) steelhead, and Pacific lamprey. If more than 100 square feet of sediment removal is proposed along streams supporting these species, a Valley Water fisheries biologist will assess the sediment removal site for spawning and rearing habitat quality prior to the initiation of work. The biologist will determine the extent of sediment that is proposed for removal and that is considered to be "high-quality" spawning gravel, based on the following criteria:

- Less than 25-30 percent fines less than 6.35 millimeter (mm) (Kondolf 2000, Kondolf and Wolman 1993)
- Less than 12-14 percent fines less than 0.85 mm (Kondolf 2000)

*When applicable, a contractor may be responsible for implementation.

- D50 (median particle size) of 12.5 to 22.0 mm, based on D50 of rainbow trout and steelhead from 30 to 65-centimeter (cm) length (Kondolf and Wolman 1993), corresponding to a range of 275 to 640 cm of steelhead adults recovered in streams of the San Francisco estuary (Leidy et al. 2005)
- Minimum patch size greater than 1.1 m^2 (Trush 1991)

The habitat needs to be accessible under typical flows for when the appropriate life stages are present. Suitable depths and velocities must be available during flows typical of spawning season. Factors related to accessibility include depth and velocity criteria, which for spawning, are:

- Depth: 10–150 cm (Moyle 2002)
- Velocity: 20–155 cm/s (Moyle 2002)

If more than 100 square feet of high-quality gravel will be removed along streams supporting steelhead, and Pacific lamprey, compensatory mitigation will be provided via the installation of suitable spawning gravel along the affected creek at a 1:1 (mitigation: impact) ratio on a square footage or acreage basis or through other fisheries habitat projects as approved by appropriate resource agencies. Locations where sediment removal is performed at fish ladders will not require gravel augmentation, as these areas do not provide spawning habitat.

BIO-4. Augmentation of Instream Complexity

Valley Water will provide mitigation for the loss of instream complexity via the in-kind installation of structures that provide such complexity. Prior to sediment removal, bank stabilization, or large woody debris management, the affected area will be surveyed by a Valley Water fisheries biologist to identify any features that provide high-quality instream habitat complexity for salmonids. The biologist will determine that such features are of "high quality" based on a combination of the presence of one or more of the following criteria:

- Large woody debris providing cover and refugia from high flow velocities
- Deep pools providing rearing habitat and refugia from high flow velocities
- Cobble/boulder features providing cover, refugia from high flow velocities, and velocities suitable for good invertebrate drift

If such high-quality features must be removed from streams supporting salmonids during Program activities, compensatory mitigation will be provided by the installation of instream complexity features on a 1:1 (impact: mitigation) basis, on the basis of either the number of complexity features or the area that is affected hydraulically by the features that are removed; the fisheries biologist will determine which of these two metrics is appropriate based on the values to fish provided by the impacted features.

*When applicable, a contractor may be responsible for implementation.

Thus, one instream complexity feature will be installed for every one that is removed, or an instream complexity feature hydraulically affecting roughly the same area of the feature(s) removed will be installed. Impacts to instream complexity features may also be mitigated through other projects that benefit salmonids, such as passage improvement projects, when approved of by appropriate resource agencies.

As examples, enhancing instream complexity may involve:

- enlarging an existing large woody debris feature;
- anchoring a large woody debris feature;
- geomorphically shaping an instream bar or bed feature for improved habitat;
- enhancing a pool feature threatened by sedimentation; or
- enhancing streambed conditions to increase the range of flow velocity and habitat conditions.

Priority for these mitigation activities will be given to maintenance sites where instream features cannot be retained during construction because of conflicting objectives. For example, if a channel pool configuration cannot be retained during a bank protection job and the area is devoid of other complex pool features, then this area will be evaluated for the addition of an instream complexity feature.

In addition to enhancing existing features, new instream features may be developed to achieve several habitat objectives, including increasing pool habitat in homogenized stream reaches, providing escape cover for rearing and spawning fish, deepening feeding areas in riffle habitat, creating a variety of stream flow velocities for cover, sorting gravel, and providing resting areas for upstream migration. Additionally, improving instream function can benefit other aquatic flora and fauna by improving the overall stream complexity for which these species depend on for survival. If effective, such new instream complexity features (particularly in highly modified, urban streams) can augment or replace existing structural features required for successful reproduction and rearing of native fish and amphibians in the freshwater environment.

Newly developed instream habitat improvements may use log structures, boulder structures, or a combination of both log and boulder structures to achieve more complex habitats. Possible configurations of boulders or logs include weirs, clusters, single and opposing wing deflectors, spider logs, and digger logs. The construction materials selected for each instream complexity feature will depend on the target objective and site conditions.

The fisheries biologist will prepare specifications for the mitigation, including size, type, and configuration of the feature. The mitigation will be implemented prior to or within 1 year following the impact. The fisheries biologist will then inspect the completed complexity feature to assure that it meets the criteria for “high quality” instream complexity listed above.

*When applicable, a contractor may be responsible for implementation.

BIO-5. Salmonid Habitat Restoration Projects

Valley Water will construct large-scale salmonid habitat restoration projects, involving either passage improvement; habitat feature development, such as large woody debris, gravel, and instream complexity; or other methods to improve stream function for salmonid habitat. These projects would be implemented to reduce residual impacts of non-VHP-covered activities due to the loss of salmonid habitat features to a less than significant level by replacing lost habitat functions and values through restoration, preservation, or enhancement. The Coyote 10B, Stevens Creek Evelyn Avenue Fish Passage, and Pickell's Dam Removal mitigation projects are among the potential projects that restore salmonid habitat, as follows:

- Coyote 10B is an abandoned gravel pond that could be enhanced to provide seasonal wetland and riparian habitat. The Coyote 10B site is located upstream of the Hwy 101/State Route 85 interchange on the east side of Valley Water's Coyote Dam. In 2005, the pond was measured at an average depth of approximately 8-10 feet and a maximum depth of 13 feet. The Coyote 10B site has the potential to provide approximately 7 acres of seasonal wetland, riparian habitat, and high-water refugia for fish as SMP-3 mitigation.
- The Stevens Creek Evelyn Avenue Fish Passage Project (Evelyn Project) was initially constructed in 2015. Valley Water is developing new designs for chutes, pools, and roughened channels, as well as design improvements to the channel profile, cross-section geometry, and engineered streambed material, for a reconstructed Evelyn Project. The goal of the new design approach is to provide a longer-term sustainable flow solution that supports fish migration in a creek zone that is highly dynamic and subject to geomorphic change during large flow events. An operations and maintenance guidance document for this project will be prepared as part of the final design and planning process.

Because different regulatory agencies have different mandates, specific details of how salmonid habitat restoration projects would provide mitigation for Program Renewal activities would be coordinated with individual agencies, particularly NMFS.

Valley Water will conduct monitoring to document that the mitigation is operational and successfully providing the functions and values needed to offset Program impacts to fish, as described in detail in Appendix F.

BIO-6. Avoid Impacts on the California Tiger Salamander, California Red-Legged Frog, Foothill Yellow-Legged Frog, and their Habitat

To the maximum extent feasible, Valley Water will avoid conducting non-VHP-covered maintenance activities that do not provide an ecological benefit within portions of the Program Renewal Area that may be occupied by the California tiger salamander, California red-legged frog, or foothill yellow-legged frog as shown on Figures 3.4-3, 3.4-4, and 3.4-5 in Section 3.4, "Biological Resources." Ecologically beneficial activities and activities located within existing PMAs (for the activity being performed) do not require compensatory mitigation. Whether an activity is ecologically beneficial will be determined by a qualified Valley Water biologist. If all non-ecologically beneficial impacts within areas occupied by the California tiger salamander, California red-legged frog, or foothill yellow-legged frog and located outside of existing PMAs (for the activity being performed) are avoided, no compensatory mitigation (i.e., Mitigation Measure BIO-7) is required. To determine whether

*When applicable, a contractor may be responsible for implementation.

Program Renewal impacts would occur within the potential range of these species, Valley Water will rely on the mapping in Figures 3.4-3, 3.4-4, and 3.4-5. This mapping may be modified as appropriate over the course of the period 2027–2036 based on new information.

In addition, a Valley Water biologist will determine whether the impact areas support suitable habitat for one or more of these species. Developed and intensively managed agricultural lands without mammal burrows are considered unsuitable; all other land cover types are considered potential California tiger salamander and California red-legged frog habitat. Suitable foothill yellow-legged frog habitat consists of stream habitat and adjacent undeveloped areas.

BIO-7. Compensatory Mitigation for Impacts on the California Tiger Salamander, California Red-Legged Frog, Foothill Yellow-Legged Frog, Northwestern Pond Turtle, and their Habitat

If the assessment described under Mitigation Measure BIO-6 determines that work activities would occur within areas potentially supporting California tiger salamanders, California red-legged frogs, and/or foothill yellow-legged frogs, the impact is not in an existing PMA (for the activity being performed), and the impact is not avoided either through avoiding the work activity or through planning work in a way that results in an overall neutral or positive effect on the site's habitat function for the species, Valley Water will provide mitigation to compensate for impacts on these species and their habitat. At the end of each year's maintenance period, Valley Water will determine the extent of impacts to lands that are both within the potential range of these species and within potentially suitable habitat for the species.

If work activities will impact wetland, aquatic, and/or riparian habitats that support northwestern pond turtles, Valley Water will provide mitigation to compensate for impacts on this species and its habitat. At the end of each year's maintenance period, Valley Water will determine the extent of impacts to lands supporting this species.

Compensation for these effects may be provided by Valley Water via the payment of VHP impact fees through the Habitat Agency's Voluntary Fee Payments Policy. The VHP will require the payment of fees in accordance with the types and acreage of all land cover types impacted by the activity (including areas within and outside of waters of the U.S./state, and when no impacts on individual California tiger salamanders, California red-legged frogs, foothill yellow-legged frogs, and/or northwestern pond turtles have occurred).

Alternatively, if Valley Water staff, in consultation with resource agencies, determines that impacts on these species' habitats occur within riparian and wetland habitats, mitigation may be provided by Valley Water via the implementation of Mitigation Measures BIO-12 and/or BIO-13, as applicable. The mitigation provided will be required to be located in areas where habitat creation, restoration, and preservation will benefit the affected species, and such that mitigation according to these measures occurs at a ratio of no less than 1:1 (on an acreage basis). Valley Water will determine whether impacted habitat is suitable for this species on the basis of surveys or comparison of habitat conditions to those in known occupied areas.

*When applicable, a contractor may be responsible for implementation.

BIO-8. Island Ponds Mitigation

Permanent impacts to tidal marsh habitat that is in the range of these species will be mitigated by Valley Water through application of Island Ponds mitigation credit. When this is done, the mitigation will be considered to function as mitigation in perpetuity for that location. Temporary impacts to tidal marsh and permanent impacts to habitats other than tidal marsh within the mapped range of these species will be mitigated using the mitigation options described in the SMP Manual and summarized under "Mitigation Approach" above (e.g., land acquisition and conservation, trash cleanup, seeding, native plant revegetation, encampment removal, bank rehabilitation, etc.). Temporary mitigation will not be considered mitigation in perpetuity and subsequent impacts in that location will require additional mitigation.

Physical breaching of the Island Pond levees, and other physical work required for this tidal restoration has already occurred, and no further activities (other than continued monitoring of marsh development per the 2002–2012 SMP monitoring requirements) are proposed by Valley Water. Maintenance activities that occur within these species' ranges, but which are anticipated to have a neutral or positive effect on the site's habitat function, will not require compensatory mitigation. Only maintenance activities that result in a negative impact to the species' habitat as determined by a qualified biologist will require compensatory mitigation to be provided by Valley Water. Projects which are modified to provide a net positive effect on the site's function as habitat for these species will not require mitigation. If all remaining mitigation credit in the Island Ponds is exhausted during the course of the Program Renewal, Valley Water can propose additional mitigation projects to offset impacts to tidal marsh species habitats.

BIO-9. Compensatory Mitigation for Impacts on Least Bell's Vireo and Yellow-Breasted Chat Nesting and Foraging Habitats

If non-VHP-covered work activities would occur within areas potentially supporting nesting least Bell's vireos and/or yellow-breasted chats outside of existing PMAs, Valley Water will provide mitigation to compensate for impacts on habitat for these species. Only activities that result in a negative impact to Least Bell's vireo habitat as determined by a qualified biologist will require mitigation. At the end of each year's maintenance period, Valley Water will determine the extent of impacts to lands that are within potentially suitable habitat for these species.

Compensation for these effects will be provided via the payment of VHP impact fees through the Habitat Agency's Voluntary Fee Payments Policy. The VHP will require the payment of fees in accordance with the types and acreage of all land cover types impacted by the activity (including when no impacts on individual Least Bell's vireos and yellow-breasted chats have occurred).

Alternatively, mitigation may be provided via the implementation of Mitigation Measures BIO-12. The mitigation provided will be required to be located in areas where habitat creation, restoration, and preservation will benefit the affected species, and such that mitigation according to these measures occurs at a ratio of no less than 1:1 (on an acreage basis). Valley Water will determine whether impacted habitat is suitable for these species on the basis of surveys or comparison of habitat conditions to those in known occupied areas.

*When applicable, a contractor may be responsible for implementation.

BIO-10. Compensatory Mitigation Impacts on Yellow Warbler Breeding Habitat

For impacts to occupied yellow warbler breeding habitat (i.e., riparian habitat known to have been occupied in recent years by the species) in areas not located in an existing PMA for the activity being performed, implementation of Mitigation Measure BIO-12 will be required to be located in areas where riparian habitat creation, restoration, and preservation will benefit yellow warblers (e.g., in relatively undeveloped reaches of creeks rather than in creeks surrounded closely on both sides by development), such that mitigation according to these measures occurs at a ratio of no less than 1:1 (on an acreage basis). Valley Water will determine whether impacted riparian habitat is suitable for this species on the basis of breeding-season surveys or comparison of habitat conditions to those in known occupied areas.

BIO-11. Provide Alternative Bat Roost

If an occupied roost supporting a pallid bat or Townsend's big-eared bat maternity colony of any size, a pallid bat or Townsend's big-eared bat nonbreeding roost of five or more individuals, a colony of at least 10 big brown bats, or a colony of at least 20 individuals of other non-special-status bats is to be removed by the Program Renewal, Valley Water will retain a qualified biologist to design and determine an appropriate location for an alternative roost structure.

A qualified biologist will determine an appropriate location for the alternative roost structure, based on the location of the original roost and habitat conditions in the vicinity. The roost structure will be built to specifications as determined by a qualified biologist, or it may be purchased from an appropriate vendor. The structure will be placed as close to the impacted roost site as feasible. Valley Water will monitor the roost for up to 3 years (or until occupancy is determined, whichever occurs first) to determine use by bats. If by Year 3 bats are not using the structure, a qualified bat biologist, in consultation with the CDFW, will identify alternative roost designs or locations for placement of the roost, and monitoring of the new roost will occur for an additional 3 years (or until occupancy by bats has been verified).

BIO-12. Compensatory Mitigation for Impacts to Woody Riparian Vegetation

The Program's compensatory mitigation package, which is detailed in Chapter 10 of the Manual, shall be implemented to compensate for new impacts (i.e., impacts that do not fall within an existing PMA for the activity being performed) on woody riparian vegetation from non-VHP-covered activities. No compensatory mitigation will occur for corrective pruning. Following the procedure described in Appendix F, Valley Water would refine the quantification of impacts to riparian vegetation that occur during a specific year, tallying the impact totals at the end of the year, and compensatory mitigation will be implemented the following year, in many cases. Exceptions will occur in cases in which compensatory mitigation is incorporated directly into the Program Renewal work areas; in those cases, compensatory mitigation may be implemented during the same year in which impacts occur. Details regarding performance criteria for mitigation, as well as for monitoring and reporting, are described in Appendix F.

Valley Water will mitigate for temporary and permanent impacts to riparian vegetation from non-VHP-covered activities via one or more of the following options:

*When applicable, a contractor may be responsible for implementation.

- Develop new land acquisition and conservation-based projects to create new PMAs as mitigation for impacts to riparian habitats.
- Annual mitigation approaches for activities that are more infrequent, and where establishing new PMAs would not be appropriate, such as encampment cleanup and bank rehabilitation, a grant program to fund projects by local watershed groups, trash removal, revegetation, concrete removal, and post-wildfire rehabilitation.
- For impacts to nontidal wetlands and aquatic habitats, the payment of fees via the Habitat Agency's Voluntary Fee Payments Policy. This option would be subject to consistency with VHP requirements and Habitat Agency approval, and contingent on the Habitat Agency agreeing to use Valley Water's fees to provide mitigation for the resource (i.e., riparian habitat) being affected.

Individual, stand-alone restoration projects that could provide either permanent or temporary annual mitigation, such as the following:

- Riparian revegetation would be conducted to establish and/or enhance habitat for native wildlife species while providing shade, sources of organic matter, coarse woody debris, improved root and soil structures and other benefits. Revegetation would occur in the same watershed as the impact and would follow the typical planting palette provided in Chapter 10 or a site-specific palette would be used. Removal of non-invasive trees >6" dbh that is not mitigated through the VHP will be mitigated through revegetation at either a 2:1 or 2:1 (replacement tree to removed tree). All native trees >6" dbh that are removed will be mitigated at a 3:1 ratio. All non-native trees >6" dbh that are not classified as invasive species will be mitigated at a 2:1 ratio. The removal of >6" dbh western sycamores and native oaks must be replaced in-kind; otherwise, there is no requirement to match species when replacing trees.
- Valley Water in consultation with resource agencies may develop reach characterization sheets for areas where frequent maintenance activities occur. These sheets would describe biological resources, water quality, and ecological functions within the maintenance area, and identify ongoing and future maintenance needs, opportunities to avoid and minimize impacts to sensitive habitats as well as potential restoration opportunities. This information would be used for planning purposes to maintain a site in a state of ecological equilibrium. If vegetation management (other than the removal of trees >6" dbh, the conversion of habitat from one type to another, or activities that impact the site's function as habitat for special-status species) within a reach can be directed towards achieving that reach's target ecological function and value, then the maintenance work may be exempt from compensatory mitigation requirements.
- Valley Water will enhance ecosystem recovery following particularly large and destructive wildfires. Mitigation activities may include, but are not limited to, revegetation and hydroseeding to reduce erosion, invasive plant species control, road repair, and removing critical safety hazards (e.g., dead or dying trees) thereby promoting and supporting habitat for animal and plant species and reducing risk of additional fires that could further damage habitat.
- Valley Water may develop reach characterization sheets for areas where frequent maintenance activities occur. These sheets would describe biological resources, water quality, and ecological functions within the maintenance area, and identify ongoing and future maintenance needs, opportunities to avoid and minimize impacts to sensitive habitats as well as potential restoration opportunities.

*When applicable, a contractor may be responsible for implementation.

This information would be used for planning purposes to maintain a site in a state of ecological equilibrium. If vegetation management (other than the removal of trees >6" dbh, the conversion of habitat from one type to another, or activities that impact the site's function as habitat for special-status species) within a reach can be directed towards achieving that reach's target ecological function and value, then the maintenance work may be exempt from compensatory mitigation requirements.

- Valley Water will enhance ecosystem recovery following particularly large and destructive wildfires. Mitigation activities may include, but are not limited to, revegetation and hydroseeding to reduce erosion, invasive plant species control, road repair, and removing critical safety hazards (e.g., dead or dying trees) thereby promoting and supporting habitat for animal and plant species and reducing risk of additional fires that could further damage habitat.
- Valley Water will mitigate impacts to sensitive riparian communities, including sycamore alluvial woodland, oak woodland, and high-quality occurrences of cottonwood-dominated forest in-kind by focusing on the enhancement, preservation, and/or restoration of that sensitive community type. "High-quality" would be determined by a qualified biologist based on criteria such as evidence of natural regeneration and the presence of multi-layered and multi-aged stands. It is possible that this mitigation measure may be refined during permitting with the USACE, RWQCB, and CDFW to be equally or more effective, in which case the refinements required by these resource agencies would be implemented.

BIO-13. Compensatory Mitigation for Permanent Impacts to Wetlands and Aquatic Habitats

The Program's compensatory mitigation package, which is detailed in Chapter 10 of the SMP Manual, shall be implemented to compensate for non-VHP-covered permanent new impacts (i.e., impacts that do not fall within an existing PMA for the activity being performed) on wetlands and aquatic habitats. Details regarding performance criteria for mitigation, as well as for monitoring and reporting, are described in Appendix F.

Valley Water will mitigate for permanent impacts to wetlands and aquatic habitats via one or more of the following options:

- Establishing new PMAs for maintenance activities that result in permanent impacts. Mitigation ratios will be 1.5:1 or as determined in a mitigation site plan for nontidal habitats, and 1.2:1 for tidal habitats.
- Use remaining mitigation credits from the Island Ponds (for tidal habitats) and Pajaro Freshwater Wetland (for nontidal habitats) mitigation projects for activities that result in permanent impacts. Mitigation ratios will be 1.5:1 or as determined in a mitigation site plan for nontidal habitats, and 1.2:1 for tidal habitats.
- The removal of concrete from below top of bank, where softscape is left behind in the footprint of the concrete removal work area. Mitigation credit would be calculated based on the area of concrete removed multiplied by 3 for modified channels and unmodified channels.

*When applicable, a contractor may be responsible for implementation.

- For impacts to nontidal wetlands and aquatic habitats, the payment of fees via the Habitat Agency's Voluntary Fee Payments Policy. This option would be subject to consistency with VHP requirements and Habitat Agency approval, and contingent on the Habitat Agency agreeing to use Valley Water's fees to provide mitigation for the resource (e.g., wetlands or aquatic habitats) being affected.

If Valley Water provides the mitigation, Valley Water will conduct monitoring to document that the mitigation is operational and successfully providing the functions and values needed to offset Program Renewal impacts to riparian habitats, as described in detail in Appendix F.

If the Habitat Agency provides the mitigation, the Habitat Agency will conduct any necessary monitoring, and no additional monitoring or documentation is necessary. It is possible that this mitigation measure may be refined during permitting with the USACE, RWQCB, and CDFW to be equally or more effective, in which case the refinements required by these resource agencies would be implemented.

Greenhouse Gas Emissions

GHG-1. GHG Emissions Reduction Practices for Maintenance Activities

Valley Water shall require the contractor to implement mobile source and other GHG emission reduction measures. All requirements shall be included in applicable bid documents, purchase orders, and constructs, with the contractors demonstrating the ability to supply the compliant on- or off-road construction equipment for use prior to any ground-disturbing and maintenance activities. The measures to include are as follows:

- Use zero-emission and hybrid-powered equipment to the greatest extent possible, provided adequate electricity supply and infrastructure is available in the planned work area. The performance criteria for meeting this standard are that at least two commercial rental facilities in the San Francisco Bay Area Air Basin are available, and that electricity and charging infrastructure be located near the planned work area.
- Require that all on-road heavy-duty trucks to meet the most stringent emissions standard as a condition of contract; this currently means that trucks need to be a 2015 model year (or newer).
- Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to no more than two minutes. Provide clear signage that posts this requirement for workers at the entrances to the site.
- Use CARB-approved renewable diesel fuel R99 or R100 in off-road construction equipment and on-road trucks.
- Use USEPA SmartWay certified trucks for deliveries and equipment transport.

*When applicable, a contractor may be responsible for implementation.

- Require that all construction equipment be maintained and properly tuned in accordance with manufacturer's specifications. Equipment should be checked by a certified mechanic in accordance with the manufacturer's specifications and determined to be running in proper condition prior to operation.
- Encourage and provide carpools, shuttle vans, transit passes, and/or secure bicycle parking to construction workers, and offer meal options on site or shuttles to nearby meal destinations for construction employees.
- Recycle or salvage nonhazardous construction and demolition debris.
- Develop a plan to efficiently use water for adequate dust control because substantial amounts of energy can be consumed during the pumping of water.

GHG-2. GHG Emissions Mitigation Program

Valley Water will purchase emissions credits annually to offset GHG emissions increases from the Program Renewal. The total credits will be equal to the annual increase in emissions compared to the current SMP-2, which would be approximately 832 $MTCO_2e$ per year, reduced by any annual emissions reductions from implementing Mitigation Measure GHG-1 that can be demonstrated.

Valley Water will prioritize purchase of offsets that are not "otherwise required" (CEQA Guidelines Section 15126.4(c)(3)) using the following preference hierarchy: within the San Francisco Bay Area Air Basin, originating within California, and originating in other states with offset laws at least as strict as California's. However, all offset credits shall meet the following validation criteria as defined by 17 CCR 95802: the offset credits must be real, permanent, quantifiable, verifiable, enforceable, and additional. Offset protocols must also be consistent with CARB requirements under 17 CCR 95972. Offset credits shall be registered with a recognized and reputable carbon registry (e.g., Climate Action Reserve, the American Carbon Registry, or Verra).

Valley Water will maintain documentation of any GHG offsets, ensuring that the offsets are real, permanent, quantifiable verifiable, enforceable, and additional. If in the future Valley Water approves a qualified GHGRP consistent with CEQA Guidelines Section 15183.5(b) and the Program Renewal is demonstrated to be consistent with the GHGRP, then the annual requirements for offsets may be replaced by implementing applicable measures in the GHGRP.

Hazards and Hazardous Materials

HAZ-1. Implement Dust Control Measures in Areas Containing NOA and in the Event of High Risk of Valley Fever

Valley Water will be responsible for implementing the following dust control measures when conducting ground-disturbing activities using mechanized heavy equipment in areas containing NOA (as identified in Figure 3.8-1) consistent with the BAAQMD NOA Technical Advisory Requirements (BAAQMD 2002). When working in an area identified as containing NOA, if there are circumstances that suggest that NOA may

*When applicable, a contractor may be responsible for implementation.

not be present in the disturbed area (such as when working in areas that consist of fill brought in from outside the area), testing for NOA would be conducted. If testing determines that the soil does not contain significant amounts of NOA, the measures included below would not need to be implemented. However, if testing is not conducted in these areas or if testing reveals the presence of significant amounts of NOA, the following dust control measures will be implemented:

- Prior to any ground disturbance, areas to be graded or excavated shall be kept adequately wet with water to minimize visible emissions from the release of particulate matter into the air.
- Storage piles containing NOA shall be kept adequately wetted, treated with a chemical dust suppressant, or covered when material is not being added to or removed from the pile. Covers, when used, shall be physically secured and maintained throughout their use.
- As needed to prevent transportation of soil containing NOA, equipment shall be washed down after use and prior to the equipment moving from the work area onto a paved public road. Wheels shall be washed prior to moving equipment from construction areas containing NOA to areas that do not contain NOA.
- Construction vehicles shall be limited to 15 miles per hour (mph) or less on the work site. Vehicles hauling NOA-containing materials outside NOA-containing areas shall have loads wetted and/or covered such that no visible emissions are generated. Under no circumstances shall haul trucks be allowed to transport NOA-containing materials in a manner that allows visible particle emissions from either the wheels while traveling over NOA-containing materials or from the load of the truck.
- Suspension of ground-disturbing activities shall be required when wind speeds exceed 20 mph for a minimum of 30 minutes.
- Work boot wash stations shall be provided at the maintenance site.
- Vehicles that exit the site to a public paved road from an unpaved area shall utilize track-out prevention and control measures, including a gravel pad, a tire shaker, or a wheel wash system. Visible track-out from a paved public road shall be removed where vehicles exit the work site by using wet sweeping or a high-efficiency particulate air (HEPA) filter or vacuum device equipped with an equivalent particulate filter at the end of each day.
- The Valley Water Environmental Health and Safety unit shall be consulted to determine whether modifications to these measures or additional safety measures are needed when working in an area that contains NOA.

Valley Fever is currently relatively uncommon in Santa Clara County. In the event that Valley Fever reaches highly endemic levels in Santa Clara County, Valley Water Operations and Maintenance staff will consult with Valley Water's Environmental Health and Safety unit to establish measures that reduce the risk of Valley Fever infection. Where appropriate, these measures may incorporate measures for NOA listed above or adaptations thereof.

*When applicable, a contractor may be responsible for implementation.

Noise and Vibration

NZ-1. Implement Noise and Vibration Reduction Measures to Align with Local Noise Standards.

Valley Water or its contractors shall implement the following noise reduction measures:

1. All equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.
2. The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where technology exists.
3. Leaf blowers must be certified to be 65 dBA or less measured at 50 feet from the source of the noise.
4. Powered garden tools must not exceed 75 dBA at 25 feet from the source of the noise.
5. Woodchippers must not exceed 100 dBA at any point 25 feet from the source of the noise.
6. At all times during project grading and construction, stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from residences.
7. Unnecessary idling of internal combustion engines shall be prohibited for a duration of longer than five minutes.
8. Construction staging areas shall be established at locations that will create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction activities, to the extent feasible.
9. The required construction-related noise mitigation plan shall also specify that haul truck deliveries are to occur within the same range of hours specified for construction equipment.
10. Neighbors located adjacent to the construction site shall be notified in writing of the construction schedule.
11. Use of temporary sound barriers shall be implemented in areas located near sensitive receptors to reduce noise levels to the extent feasible. Temporary noise barriers shall be rated to reduce noise at least 5 dBA.
12. Pile driving activities will use the least noisy method that would generate the least amount of vibration possible at a location, with hydraulic press being the preferred method, followed by the vibratory method. If no other method is feasible for the location, impact pile driving shall be used.
13. Avoid conflicts with local noise ordinances during prescribed herbivory. Prior to commencing prescribed herbivory treatments, Valley Water will post signs including contact information, including a daytime telephone number, of the project representative, who may be

*When applicable, a contractor may be responsible for implementation.

contacted regarding noise complaints. Valley Water will take into consideration future use of herbivory treatments in areas that receive noise complaints and may adjust the limits of treatment areas to be further from sensitive receptors.

14. Valley Water or the construction contractor shall designate a "noise disturbance coordinator" who will be responsible for responding to any local complaints about construction noise. The disturbance coordinator shall be responsible for determining the cause of the noise complaint (e.g., starting too early, poor muffler) and instituting reasonable measures as warranted to correct the problem. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site.

Water Quality

BIO-3. Augmentation of Spawning Gravel

Valley Water will implement gravel augmentation as mitigation for Program impacts to spawning habitat for Central California Coast (CCC) steelhead, South-Central California Coast (SCCC) steelhead, and Pacific lamprey. If more than 100 square feet of sediment removal is proposed along streams supporting these species, a Valley Water fisheries biologist will assess the sediment removal site for spawning and rearing habitat quality prior to the initiation of work. The biologist will determine the extent of sediment that is proposed for removal and that is considered to be "high-quality" spawning gravel, based on the following criteria:

- Less than 25-30 percent fines less than 6.35 millimeter (mm) (Kondolf 2000, Kondolf and Wolman 1993)
- Less than 12-14 percent fines less than 0.85 mm (Kondolf 2000)
- D50 (median particle size) of 12.5 to 22.0 mm, based on D50 of rainbow trout and steelhead from 30 to 65-centimeter (cm) length (Kondolf and Wolman 1993), corresponding to a range of 275 to 640 cm of steelhead adults recovered in streams of the San Francisco estuary (Leidy et al. 2005)
- Minimum patch size greater than 1.1 m^2 (Trush 1991)

The habitat needs to be accessible under typical flows for when the appropriate life stages are present. Suitable depths and velocities must be available during flows typical of spawning season. Factors related to accessibility include depth and velocity criteria, which for spawning, are:

*When applicable, a contractor may be responsible for implementation.

- Depth: 10–150 cm (Moyle 2002)
- Velocity: 20–155 cm/s (Moyle 2002)

If more than 100 square feet of high-quality gravel will be removed along streams supporting steelhead, and Pacific lamprey, compensatory mitigation will be provided via the installation of suitable spawning gravel along the affected creek at a 1:1 (mitigation: impact) ratio on a square footage or acreage basis or through other fisheries habitat projects as approved by appropriate resource agencies. Locations where sediment removal is performed at fish ladders will not require gravel augmentation, as these areas do not provide spawning habitat.

BIO-4. Augmentation of Instream Complexity

Valley Water will provide mitigation for the loss of instream complexity via the in-kind installation of structures that provide such complexity. Prior to sediment removal, bank stabilization, or large woody debris management, the affected area will be surveyed by a Valley Water fisheries biologist to identify any features that provide high-quality instream habitat complexity for salmonids. The biologist will determine that such features are of "high quality" based on a combination of the presence of one or more of the following criteria:

- Large woody debris providing cover and refugia from high flow velocities
- Deep pools providing rearing habitat and refugia from high flow velocities
- Cobble/boulder features providing cover, refugia from high flow velocities, and velocities suitable for good invertebrate drift

If such high-quality features must be removed from streams supporting salmonids during Program activities, compensatory mitigation will be provided by the installation of instream complexity features on a 1:1 (impact: mitigation) basis, on the basis of either the number of complexity features or the area that is affected hydraulically by the features that are removed; the fisheries biologist will determine which of these two metrics is appropriate based on the values to fish provided by the impacted features.

Thus, one instream complexity feature will be installed for every one that is removed, or an instream complexity feature hydraulically affecting roughly the same area of the feature(s) removed will be installed. Impacts to instream complexity features may also be mitigated through other projects that benefit salmonids, such as passage improvement projects, when approved of by appropriate resource agencies.

As examples, enhancing instream complexity may involve:

- enlarging an existing large woody debris feature;
- anchoring a large woody debris feature;
- geomorphically shaping an instream bar or bed feature for improved habitat;

*When applicable, a contractor may be responsible for implementation.

- enhancing a pool feature threatened by sedimentation; or
- enhancing streambed conditions to increase the range of flow velocity and habitat conditions.

Priority for these mitigation activities will be given to maintenance sites where instream features cannot be retained during construction because of conflicting objectives. For example, if a channel pool configuration cannot be retained during a bank protection job and the area is devoid of other complex pool features, then this area will be evaluated for the addition of an instream complexity feature.

In addition to enhancing existing features, new instream features may be developed to achieve several habitat objectives, including increasing pool habitat in homogenized stream reaches, providing escape cover for rearing and spawning fish, deepening feeding areas in riffle habitat, creating a variety of stream flow velocities for cover, sorting gravel, and providing resting areas for upstream migration. Additionally, improving instream function can benefit other aquatic flora and fauna by improving the overall stream complexity for which these species depend on for survival. If effective, such new instream complexity features (particularly in highly modified, urban streams) can augment or replace existing structural features required for successful reproduction and rearing of native fish and amphibians in the freshwater environment.

Newly developed instream habitat improvements may use log structures, boulder structures, or a combination of both log and boulder structures to achieve more complex habitats. Possible configurations of boulders or logs include weirs, clusters, single and opposing wing deflectors, spider logs, and digger logs. The construction materials selected for each instream complexity feature will depend on the target objective and site conditions.

The fisheries biologist will prepare specifications for the mitigation, including size, type, and configuration of the feature. The mitigation will be implemented prior to or within 1 year following the impact. The fisheries biologist will then inspect the completed complexity feature to assure that it meets the criteria for “high quality” instream complexity listed above.

BIO-5. Salmonid Habitat Restoration Projects

Valley Water will construct large-scale salmonid habitat restoration projects, involving either passage improvement; habitat feature development, such as large woody debris, gravel, and instream complexity; or other methods to improve stream function for salmonid habitat. These projects would be implemented to reduce residual impacts of non-VHP-covered activities due to the loss of salmonid habitat features to a less than significant level by replacing lost habitat functions and values through restoration, preservation, or enhancement. The Coyote 10B, Stevens Creek Evelyn Avenue Fish Passage, and Pickell’s Dam Removal mitigation projects are among the potential projects that restore salmonid habitat, as follows:

- Coyote 10B is an abandoned gravel pond that could be enhanced to provide seasonal wetland and riparian habitat. The Coyote 10B site is located upstream of the Hwy 101/State Route 85 interchange on the east side of Valley Water’s Coyote Dam. In 2005, the pond

*When applicable, a contractor may be responsible for implementation.

was measured at an average depth of approximately 8-10 feet and a maximum depth of 13 feet. The Coyote 10B site has the potential to provide approximately 7 acres of seasonal wetland, riparian habitat, and high-water refugia for fish as SMP-3 mitigation.

- The Stevens Creek Evelyn Avenue Fish Passage Project (Evelyn Project) was initially constructed in 2015. Valley Water is developing new designs for chutes, pools, and roughened channels, as well as design improvements to the channel profile, cross-section geometry, and engineered streambed material, for a reconstructed Evelyn Project. The goal of the new design approach is to provide a longer-term sustainable flow solution that supports fish migration in a creek zone that is highly dynamic and subject to geomorphic change during large flow events. An operations and maintenance guidance document for this project will be prepared as part of the final design and planning process.

Because different regulatory agencies have different mandates, specific details of how salmonid habitat restoration projects would provide mitigation for Program Renewal activities would be coordinated with individual agencies, particularly NMFS.

Valley Water will conduct monitoring to document that the mitigation is operational and successfully providing the functions and values needed to offset Program impacts to fish, as described in detail in Appendix F.

Cumulative Impacts

For significant cumulative impacts, mitigation measures and their monitoring/reporting programs are the same as for the corresponding direct significant impacts, as presented above.

*When applicable, a contractor may be responsible for implementation.

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EXHIBIT B
COVERSHEET

FINAL ENVIRONMENTAL IMPACT REPORT FOR THE STREAMMAINTENANCE PROGRAM RENEWAL: MITIGATION MONITORING AND REPORTING PROGRAM

No. of Pages: 44

Exhibit Attachments: None

EXHIBIT B
MITIGATION MONITORING AND REPORTING PROGRAM

The following mitigation monitoring and reporting program (MMRP) summary table includes the mitigation measures identified in the Santa Clara Valley Water District's (Valley Water's) Final Subsequent Environmental Impact Report (Final SEIR) for the Stream Maintenance Program (SMP) Renewal (Program Renewal). For each mitigation measure, this table identifies monitoring and reporting actions that shall be carried out, VW's responsibility for implementing these actions, and the monitoring schedule. It is the responsibility of Valley Water and the Contractor (if one is involved in implementation) to ensure that actions required for all the mitigation measures listed herein are included in proposed Program Renewal work. Valley Water and/or its contractors are responsible for taking all actions necessary to implement the mitigation measures and to complete monitoring that confirms each mitigation measure has been successfully completed. Valley Water is responsible for oversight and compliance verification. Compensatory mitigation will be carried out annually in accordance with the Notice of Proposed Work (NPW) and Annual Summary Report (ASR).

Acronyms and Abbreviations

ASR	Annual Summary Report
BMP	best management practice
CARB	California Air Resources Board
CCC	Central California Coast
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
cm	centimeter
CNPS	California Native Plant Society
CEQA	California Environmental Quality Act
dBA	A-weighted Decibel
dbh	diameter at breast height
EIR	environmental impact report
Evelyn Project	Stevens Creek Evelyn Avenue Fish Passage Project
F&G	Fish and Game
FESA	Federal Endangered Species Act
GHGRP	Greenhouse Gas Reporting Program
HEPA	High-Efficiency Particulate Air
HMMP	Habitat Mitigation and Monitoring Plan

mm	millimeter
MMRP	Mitigation Monitoring and Reporting Program
MPH	miles per hour
NMFS	National Marine Fisheries Service
NOA	naturally occurring asbestos
NPW	Notice of Proposed Work
PMAs	Permanently Mitigated Areas
Program Renewal	Stream Maintenance Program Renewal
RWQCB	Regional Water Quality Control Board
SCCC	South-Central California Coast
SMP	Stream Maintenance Program
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency
Valley Water	Santa Clara Valley Water District
VHP	Santa Clara Valley Habitat Plan

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
Aesthetics			
BIO-12. Compensatory Mitigation for Impacts to Woody Riparian Vegetation Refer to "Biological Resources" below.			
Biological Resources			
BIO-1. Pay Santa Clara Valley Habitat Plan Nitrogen Deposition Fees Valley Water will pay VHP Nitrogen Deposition fees for all Program Renewal Activities, regardless of VHP coverage, through the Habitat Agency's Voluntary Fee Payments Policy. The VHP will require the payment of fees in accordance with the number of daily vehicle trips generated by the Program. Valley Water estimates an average of 67 daily vehicle trips will be necessary to support the Program. This estimate is derived from consultation with management of all Valley Water units that currently implement SMP work to determine the estimated average number of daily vehicle trips associated with the Program Renewal work. Therefore, Valley Water will pay the nitrogen deposition fee associated with 67 daily vehicle trips.	1. Pay VHP nitrogen deposition fees for 67 daily vehicle trips.	1. Annually in accordance with the Notice of Proposed Work (NPW) and Annual Summary Report (ASR).	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
BIO-2. Create or Enhance and Preserve Mitigation Populations of Non-VHP-Covered Special-Status Plant Species If avoidance of non-VHP-covered special-status plants is not feasible as determined by Valley Water biologists and other staff (e.g., planners, engineers, construction supervisors), and more than 5 percent of a population (by occupied area or individuals) of a listed species or more than 10 percent of a population (by occupied area or individuals) of non-listed CNPS 1–4 species that may be detected in the Program Renewal Area in the future (and for which the Habitat Agency's reserve system does not support sufficient populations to offset Program Renewal impacts) would be impacted, Valley Water will provide compensatory mitigation via the creation, enhancement, or preservation of occupied habitat for the impacted species. Creation of habitat and establishment of a new population would be provided at a minimum 1.5:1 (mitigation: impact) ratio; preservation and enhancement of an existing population would be provided at a minimum 1:1 (mitigation: impact) ratio. If mitigation occurs through creation of a	1. Provide compensatory mitigation if special-status plants are to be impacted, per measure specifications. 2. Prepare a 10-year HMMP for the mitigation lands, per measure specifications.	1. Annually in accordance with the NPW and ASR. 2. Annually in accordance with the NPW and ASR.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
new population, seed from the population to be impacted may be harvested (or seed may be obtained from another source at an appropriate location, as determined by a qualified biologist) and used either to expand an existing population or to establish an entirely new population in suitable habitat.			
BIO-3. Augmentation of Spawning Gravel Valley Water will implement gravel augmentation as mitigation for Program impacts to spawning habitat for Central California Coast (CCC) steelhead, South-Central California Coast (SCCC) steelhead, and Pacific lamprey. If more than 100 square feet of sediment removal is proposed along streams supporting these species, a Valley Water fisheries biologist will assess the sediment removal site for spawning and rearing habitat quality prior to the initiation of work. The biologist will determine the extent of sediment that is proposed for removal and that is considered to be "high-quality" spawning gravel, based on the following criteria:	1. Have a Valley Water biologist assess the sediment removal site for steelhead and Pacific lamprey spawning and rearing habitat if more than 100 square feet of sediment removal is proposed, per measure specifications. 2. If more than 100 square feet of high-quality gravel will be removed along streams supporting steelhead and Pacific lamprey, provide compensatory mitigation to measure specifications.	1. Annually in accordance with the NPW. 2. Annually in accordance with the NPW and ASR.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
• Less than 25-30 percent fines less than 6.35 millimeter (mm) (Kondolf 2000, Kondolf and Wolman 1993) • Less than 12-14 percent fines less than 0.85 mm (Kondolf 2000) • D50 (median particle size) of 12.5 to 22.0 mm, based on D50 of rainbow trout and steelhead from 30 to 65-centimeter (cm) length (Kondolf and Wolman 1993), corresponding to a range of 275 to 640 cm of steelhead adults recovered in streams of the San Francisco estuary (Leidy et al. 2005) • Minimum patch size greater than 1.1 m^2 (Trush 1991) The habitat needs to be accessible under typical flows for when the appropriate life stages are present. Suitable depths and velocities must be available during flows typical of spawning season. Factors related to accessibility include depth and velocity criteria, which for spawning, are:			

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
• Depth: 10–150 cm (Moyle 2002) • Velocity: 20–155 cm/s (Moyle 2002) If more than 100 square feet of high-quality gravel will be removed along streams supporting steelhead, and Pacific lamprey, compensatory mitigation will be provided via the installation of suitable spawning gravel along the affected creek at a 1:1 (mitigation: impact) ratio on a square footage or acreage basis or through other fisheries habitat projects as approved by appropriate resource agencies. Locations where sediment removal is performed at fish ladders will not require gravel augmentation, as these areas do not provide spawning habitat.			
BIO-4. Augmentation of Instream Complexity Valley Water will provide mitigation for the loss of instream complexity via the in-kind installation of structures that provide such complexity. Prior to sediment removal, bank stabilization, or large woody debris management, the affected area will be surveyed by a Valley Water fisheries biologist to identify any features that provide high-quality	1. Have a Valley Water fisheries biologist identify features that provide high-quality instream habitat complexity for salmonids, per measure specifications.	1. Prior to sediment removal, bank stabilization, or large woody debris management activities.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
instream habitat complexity for salmonids. The biologist will determine that such features are of "high quality" based on a combination of the presence of one or more of the following criteria: • Large woody debris providing cover and refugia from high flow velocities • Deep pools providing rearing habitat and refugia from high flow velocities • Cobble/boulder features providing cover, refugia from high flow velocities, and velocities suitable for good invertebrate drift If such high-quality features must be removed from streams supporting salmonids during Program activities, compensatory mitigation will be provided by the installation of instream complexity features on a 1:1 (impact: mitigation) basis, on the basis of either the number of complexity features or the area that is affected hydraulically by the features that are removed; the fisheries biologist will determine which of these two metrics is appropriate based on the values to fish provided by the impacted features.	2. If it's found that high-quality features must be removed from streams supporting salmonids during Program activities, provide compensatory mitigation by the installation of instream complexity features on a 1:1 basis, per measure specifications.	2. Before or following program activities, within one year of the impact.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
Thus, one instream complexity feature will be installed for every one that is removed, or an instream complexity feature hydraulically affecting roughly the same area of the feature(s) removed will be installed. Impacts to instream complexity features may also be mitigated through other projects that benefit salmonids, such as passage improvement projects, when approved of by appropriate resource agencies. As examples, enhancing instream complexity may involve: • enlarging an existing large woody debris feature; • anchoring a large woody debris feature; • geomorphically shaping an instream bar or bed feature for improved habitat; • enhancing a pool feature threatened by sedimentation; or • enhancing streambed conditions to increase the range of flow velocity and habitat conditions. Priority for these mitigation activities will be given to maintenance sites where instream features cannot be retained during construction because of conflicting objectives. For example, if			

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
a channel pool configuration cannot be retained during a bank protection job and the area is devoid of other complex pool features, then this area will be evaluated for the addition of an instream complexity feature. In addition to enhancing existing features, new instream features may be developed to achieve several habitat objectives, including increasing pool habitat in homogenized stream reaches, providing escape cover for rearing and spawning fish, deepening feeding areas in riffle habitat, creating a variety of stream flow velocities for cover, sorting gravel, and providing resting areas for upstream migration. Additionally, improving instream function can benefit other aquatic flora and fauna by improving the overall stream complexity for which these species depend on for survival. If effective, such new instream complexity features (particularly in highly modified, urban streams) can augment or replace existing structural features required for successful reproduction and rearing of native fish and amphibians in the freshwater environment. Newly developed instream habitat improvements may use log structures, boulder structures, or a combination of both log and boulder structures to achieve more complex habitats. Possible			

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
configurations of boulders or logs include weirs, clusters, single and opposing wing deflectors, spider logs, and digger logs. The construction materials selected for each instream complexity feature will depend on the target objective and site conditions. The fisheries biologist will prepare specifications for the mitigation, including size, type, and configuration of the feature. The mitigation will be implemented prior to or within 1 year following the impact. The fisheries biologist will then inspect the completed complexity feature to assure that it meets the criteria for "high quality" instream complexity listed above.			
BIO-5. Salmonid Habitat Restoration Projects Valley Water will construct large-scale salmonid habitat restoration projects, involving either passage improvement; habitat feature development, such as large woody debris, gravel, and instream complexity; or other methods to improve stream function for salmonid habitat. These projects would be implemented to reduce residual impacts of non-VHP-covered activities due to the loss of salmonid habitat features to a less than significant level by replacing lost habitat functions and values through restoration, preservation, or enhancement. The Coyote 10B, Stevens Creek Evelyn Avenue Fish Passage, and	1. Construct large-scale salmonid habitat restoration projects to improve stream function for salmonid habitat. 2. Coordinate with regulatory agencies, such as NMFS, to ensure habitat restoration projects meet requirements for mitigation of Program impacts. 3. Conduct monitoring to document the success of each restoration project.	1. Annually in accordance with the NPW and ASR. 2. Annually in accordance with the NPW and ASR. 3. Annually in accordance with the NPW and ASR. 4. Annually in accordance with the NPW and ASR.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
Pickell's Dam Removal mitigation projects are among the potential projects that restore salmonid habitat, as follows: • Coyote 10B is an abandoned gravel pond that could be enhanced to provide seasonal wetland and riparian habitat. The Coyote 10B site is located upstream of the Hwy 101/State Route 85 interchange on the east side of Valley Water's Coyote Dam. In 2005, the pond was measured at an average depth of approximately 8-10 feet and a maximum depth of 13 feet. The Coyote 10B site has the potential to provide approximately 7 acres of seasonal wetland, riparian habitat, and high-water refugia for fish as SMP-3 mitigation. • The Stevens Creek Evelyn Avenue Fish Passage Project (Evelyn Project) was initially constructed in 2015. Valley Water is developing new designs for chutes, pools, and roughened channels, as well as design improvements to the channel profile, cross-section geometry, and engineered streambed material, for a reconstructed Evelyn Project. The goal of the new design approach is to provide a			

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
longer-term sustainable flow solution that supports fish migration in a creek zone that is highly dynamic and subject to geomorphic change during large flow events. An operations and maintenance guidance document for this project will be prepared as part of the final design and planning process. Because different regulatory agencies have different mandates, specific details of how salmonid habitat restoration projects would provide mitigation for Program Renewal activities would be coordinated with individual agencies, particularly NMFS. Valley Water will conduct monitoring to document that the mitigation is operational and successfully providing the functions and values needed to offset Program impacts to fish, as described in detail in Appendix F.			
BIO-6. Avoid Impacts on the California Tiger Salamander, California Red-Legged Frog, Foothill Yellow-Legged Frog, and their Habitat To the maximum extent feasible, Valley Water will avoid conducting non-VHP-covered maintenance activities that do not provide an ecological benefit within portions of the Program Renewal Area that may be occupied by the	1. Use existing mapping to determine if Program impacts would occur within the range of listed species, and if compensatory mitigation is needed. 2. Have a Valley Water biologist determine if the impact areas	1. At the end of each calendar year. 2. At the end of each calendar year.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
California tiger salamander, California red-legged frog, or foothill yellow-legged frog as shown on Figures 3.4-3, 3.4-4, and 3.4-5 in Section 3.4, "Biological Resources." Ecologically beneficial activities and activities located within existing PMAs (for the activity being performed) do not require compensatory mitigation. Whether an activity is ecologically beneficial will be determined by a qualified Valley Water biologist. If all non-ecologically beneficial impacts within areas occupied by the California tiger salamander, California red-legged frog, or foothill yellow-legged frog and located outside of existing PMAs (for the activity being performed) are avoided, no compensatory mitigation (i.e., Mitigation Measure BIO-7) is required. To determine whether Program Renewal impacts would occur within the potential range of these species, Valley Water will rely on the mapping in Figures 3.4-3, 3.4-4, and 3.4-5. This mapping may be modified as appropriate over the course of the period 2027–2036 based on new information. In addition, a Valley Water biologist will determine whether the impact areas support suitable habitat for one or more of these species. Developed and intensively managed agricultural lands without mammal burrows are considered unsuitable; all other land cover types are	support habitat for one of more of the species.		

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
considered potential California tiger salamander and California red-legged frog habitat. Suitable foothill yellow-legged frog habitat consists of stream habitat and adjacent undeveloped areas.			
BIO-7. Compensatory Mitigation for Impacts on the California Tiger Salamander, California Red-Legged Frog, Foothill Yellow-Legged Frog, Northwestern Pond Turtle, and their Habitat If the assessment described under Mitigation Measure BIO-6 determines that work activities would occur within areas potentially supporting California tiger salamanders, California red-legged frogs, and/or foothill yellow-legged frogs, the impact is not in an existing PMA (for the activity being performed), and the impact is not avoided either through avoiding the work activity or through planning work in a way that results in an overall neutral or positive effect on the site's habitat function for the species, Valley Water will provide mitigation to compensate for impacts on these species and their habitat. At the end of each year's maintenance period, Valley Water will determine the extent of impacts to lands that are both within the potential range of these species and within potentially suitable habitat for the species.	1. Pay VHP impact fees or provide mitigation to compensate for impacts on these species and their habitat, if found necessary, per measure specifications.	1. At the end of each calendar year.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
If work activities will impact wetland, aquatic, and/or riparian habitats that support northwestern pond turtles, Valley Water will provide mitigation to compensate for impacts on this species and its habitat. At the end of each year's maintenance period, Valley Water will determine the extent of impacts to lands supporting this species. Compensation for these effects may be provided by Valley Water via the payment of VHP impact fees through the Habitat Agency's Voluntary Fee Payments Policy. The VHP will require the payment of fees in accordance with the types and acreage of all land cover types impacted by the activity (including areas within and outside of waters of the U.S./state, and when no impacts on individual California tiger salamanders, California red-legged frogs, foothill yellow-legged frogs, and/or northwestern pond turtles have occurred). Alternatively, if Valley Water staff, in consultation with resource agencies, determines that impacts on these species' habitats occur within riparian and wetland habitats, mitigation may be provided by Valley Water via the implementation of Mitigation Measures BIO-12 and/or BIO-13, as applicable. The mitigation provided will be required to be located in areas where habitat			

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
creation, restoration, and preservation will benefit the affected species, and such that mitigation according to these measures occurs at a ratio of no less than 1:1 (on an acreage basis). Valley Water will determine whether impacted habitat is suitable for this species on the basis of surveys or comparison of habitat conditions to those in known occupied areas.			
BIO-8. Island Ponds Mitigation Permanent impacts to tidal marsh habitat that is in the range of these species will be mitigated by Valley Water through application of Island Ponds mitigation credit. When this is done, the mitigation will be considered to function as mitigation in perpetuity for that location. Temporary impacts to tidal marsh and permanent impacts to habitats other than tidal marsh within the mapped range of these species will be mitigated using the mitigation options described in the SMP Manual and summarized under "Mitigation Approach" above (e.g., land acquisition and conservation, trash cleanup, seeding, native plant revegetation, encampment removal, bank rehabilitation, etc.). Temporary mitigation will not be considered mitigation in perpetuity and subsequent impacts in that location will require additional mitigation.	1. Manage remaining mitigation credits for tidal marsh restoration at Island Ponds. 2. Mitigate temporary impacts to tidal marsh and permanent impacts to other habitats.	1. Annually in accordance with the NPW and ASR. 2. Annually in accordance with the NPW and ASR.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
Physical breaching of the Island Pond levees, and other physical work required for this tidal restoration has already occurred, and no further activities (other than continued monitoring of marsh development per the 2002–2012 SMP monitoring requirements) are proposed by Valley Water. Maintenance activities that occur within these species' ranges, but which are anticipated to have a neutral or positive effect on the site's habitat function, will not require compensatory mitigation. Only maintenance activities that result in a negative impact to the species' habitat as determined by a qualified biologist will require compensatory mitigation to be provided by Valley Water. Projects which are modified to provide a net positive effect on the site's function as habitat for these species will not require mitigation. If all remaining mitigation credit in the Island Ponds is exhausted during the course of the Program Renewal, Valley Water can propose additional mitigation projects to offset impacts to tidal marsh species habitats.			

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
BIO-9. Compensatory Mitigation for Impacts on Least Bell's Vireo and Yellow-Breasted Chat Nesting and Foraging Habitats If non-VHP-covered work activities would occur within areas potentially supporting nesting least Bell's vireos and/or yellow-breasted chats outside of existing PMAs, Valley Water will provide mitigation to compensate for impacts on habitat for these species. Only activities that result in a negative impact to Least Bell's vireo habitat as determined by a qualified biologist will require mitigation. At the end of each year's maintenance period, Valley Water will determine the extent of impacts to lands that are within potentially suitable habitat for these species. Compensation for these effects will be provided via the payment of VHP impact fees through the Habitat Agency's Voluntary Fee Payments Policy. The VHP will require the payment of fees in accordance with the types and acreage of all land cover types impacted by the activity (including when no impacts on individual Least Bell's vireos and yellow-breasted chats have occurred). Alternatively, mitigation may be provided via the implementation of Mitigation Measures BIO-12. The mitigation provided will be required to be located in areas where habitat creation,	1. Retain a qualified biologist to determine if activities would result in negative impacts to Bell's vireo habitat and provide mitigation to compensate for impacts on habitat for Least Bell's Vireo and Yellow-Breasted Chat Nesting and Foraging Habitats, if needed, per measure specifications. 2. Determine the extent of impacts to lands that are within potentially suitable habitat for these species. 3. Pay VHP impact fees, or if Mitigation Measure BIO-12 is chosen as compensatory mitigation instead, verify that impacted habitat is suitable for these species on the basis of surveys or comparison of habitat conditions to those in known occupied areas.	1. At the end of each calendar year. 2. At the end of each calendar year. 3. At the end of each calendar year.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
restoration, and preservation will benefit the affected species, and such that mitigation according to these measures occurs at a ratio of no less than 1:1 (on an acreage basis). Valley Water will determine whether impacted habitat is suitable for these species on the basis of surveys or comparison of habitat conditions to those in known occupied areas.			
BIO-10. Compensatory Mitigation Impacts on Yellow Warbler Breeding Habitat For impacts to occupied yellow warbler breeding habitat (i.e., riparian habitat known to have been occupied in recent years by the species) in areas not located in an existing PMA for the activity being performed, implementation of Mitigation Measure BIO-12 will be required to be located in areas where riparian habitat creation, restoration, and preservation will benefit yellow warblers (e.g., in relatively undeveloped reaches of creeks rather than in creeks surrounded closely on both sides by development), such that mitigation according to these measures occurs at a ratio of no less than 1:1 (on an acreage basis). Valley Water will determine whether impacted riparian habitat is suitable for this species on the basis of breeding-season surveys or comparison of habitat conditions to those in known occupied areas.	1. Implement Mitigation Measure BIO-12 in areas where riparian habitat creation, restoration, and preservation will benefit yellow warblers, per measure specifications. 2. Use breeding-season surveys or comparison of habitat conditions to determine whether impacted riparian habitat is suitable for yellow warbler.	1. Annually in accordance with the NPW and ASR. 2. Annually in accordance with the NPW and ASR.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
BIO-11. Provide Alternative Bat Roost If an occupied roost supporting a pallid bat or Townsend's big-eared bat maternity colony of any size, a pallid bat or Townsend's big-eared bat nonbreeding roost of five or more individuals, a colony of at least 10 big brown bats, or a colony of at least 20 individuals of other non-special-status bats is to be removed by the Program Renewal, Valley Water will retain a qualified biologist to design and determine an appropriate location for an alternative roost structure. A qualified biologist will determine an appropriate location for the alternative roost structure, based on the location of the original roost and habitat conditions in the vicinity. The roost structure will be built to specifications as determined by a qualified biologist, or it may be purchased from an appropriate vendor. The structure will be placed as close to the impacted roost site as feasible. Valley Water will monitor the roost for up to 3 years (or until occupancy is determined, whichever occurs first) to determine use by bats. If by Year 3 bats are not using the structure, a qualified bat biologist, in consultation with the CDFW, will identify alternative roost designs or locations for placement of the roost, and monitoring of the new roost will occur for an	1. Retain a qualified biologist to design and determine an appropriate location for an alternative roost structure, if necessary. 2. Monitor the roost for up to 3 years to determine use by bats. 3. If by Year 3 bats are not using the structure, retain a qualified bat biologist, if necessary, to consult with CDFW and identify alternative roost designs or locations for placement of the roost, if needed. 4. Monitor the new roost for up to an additional 3 years.	1. Annually in accordance with the NPW. 2. Annually in accordance with the NPW and ASR. 3. Annually in accordance with the NPW and ASR. 4. Annually in accordance with the NPW and ASR.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
additional 3 years (or until occupancy by bats has been verified).			
BIO-12. Compensatory Mitigation for Impacts to Woody Riparian Vegetation The Program's compensatory mitigation package, which is detailed in Chapter 10 of the Manual, shall be implemented to compensate for new impacts (i.e., impacts that do not fall within an existing PMA for the activity being performed) on woody riparian vegetation from non-VHP-covered activities. No compensatory mitigation will occur for corrective pruning. Following the procedure described in Appendix F, Valley Water would refine the quantification of impacts to riparian vegetation that occur during a specific year, tallying the impact totals at the end of the year, and compensatory mitigation will be implemented the following year, in many cases. Exceptions will occur in cases in which compensatory mitigation is incorporated directly into the Program Renewal work areas; in those cases, compensatory mitigation may be implemented during the same year in which	1. Implement a compensatory mitigation package for new impacts on woody riparian vegetation from non-VHP-covered activities using one or more of the options listed. 2. Tally impacts to riparian vegetation that occurred throughout the year so that compensatory mitigation can be implemented (often in the following year).	1. Annually in accordance with the NPW and ASR. 2. Annually in accordance with the NPW and ASR. 3. If compensatory mitigation is incorporated directly into the SMP work areas, mitigation may be implemented during the same year in which impacts occur.	

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
impacts occur. Details regarding performance criteria for mitigation, as well as for monitoring and reporting, are described in Appendix F. Valley Water will mitigate for temporary and permanent impacts to riparian vegetation from non-VHP-covered activities via one or more of the following options: • Develop new land acquisition and conservation-based projects to create new PMAs as mitigation for impacts to riparian habitats. • Annual mitigation approaches for activities that are more infrequent, and where establishing new PMAs would not be appropriate, such as encampment cleanup and bank rehabilitation, a grant program to fund projects by local watershed groups, trash removal, revegetation, concrete removal, and post-wildfire rehabilitation. • For impacts to nontidal wetlands and aquatic habitats, the payment of fees via the Habitat Agency's Voluntary Fee Payments Policy. This option would be			

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subject to consistency with VHP requirements and Habitat Agency approval, and contingent on the Habitat Agency agreeing to use Valley Water's fees to provide mitigation for the resource (i.e., riparian habitat) being affected. Individual, stand-alone restoration projects that could provide either permanent or temporary annual mitigation, such as the following: • Riparian revegetation would be conducted to establish and/or enhance habitat for native wildlife species while providing shade, sources of organic matter, coarse woody debris, improved root and soil structures and other benefits. Revegetation would occur in the same watershed as the impact and would follow the typical planting palette provided in Chapter 10 or a site-specific palette would be used. Removal of non-invasive trees >6" dbh that is not mitigated through the VHP will be mitigated through revegetation at either a 2:1 or 2:1 (replacement tree to removed tree). All native trees >6" dbh that are removed will be mitigated at a 3:1 ratio. All non-native trees >6" dbh			

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that are not classified as invasive species will be mitigated at a 2:1 ratio.			
Mitigation Measures	**Valley Water Responsibility***	**Timeframe for Implementation**	**Completion Date and Initials**
The removal of >6" dbh western sycamores and native oaks must be replaced in-kind; otherwise, there is no requirement to match species when replacing trees. • Valley Water in consultation with resource agencies may develop reach characterization sheets for areas where frequent maintenance activities occur. These sheets would describe biological resources, water quality, and ecological functions within the maintenance area, and identify ongoing and future maintenance needs, opportunities to avoid and minimize impacts to sensitive habitats as well as potential restoration opportunities. This information would be used for planning purposes to maintain a site in a state of ecological equilibrium. If vegetation management (other than the removal of trees >6" dbh, the conversion			

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
of habitat from one type to another, or activities that impact the site's function as habitat for special-status species) within a reach can be directed towards achieving that reach's target ecological function and value, then the maintenance work may be exempt from compensatory mitigation requirements. • Valley Water will enhance ecosystem recovery following particularly large and destructive wildfires. Mitigation activities may include, but are not limited to, revegetation and hydroseeding to reduce erosion, invasive plant species control, road repair, and removing critical safety hazards (e.g., dead or dying trees) thereby promoting and supporting habitat for animal and plant species and reducing risk of additional fires that could further damage habitat. • Valley Water may develop reach characterization sheets for areas where frequent maintenance activities occur. These sheets would describe biological resources, water quality, and ecological			

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Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
functions within the maintenance area, and identify ongoing and future maintenance needs, opportunities to avoid and minimize impacts to sensitive habitats as well as potential restoration opportunities. This information would be used for planning purposes to maintain a site in a state of ecological equilibrium. If vegetation management (other than the removal of trees >6" dbh, the conversion of habitat from one type to another, or activities that impact the site's function as habitat for special-status species) within a reach can be directed towards achieving that reach's target ecological function and value, then the maintenance work may be exempt from compensatory mitigation requirements. • Valley Water will enhance ecosystem recovery following particularly large and destructive wildfires. Mitigation activities may include, but are not limited to, revegetation and hydroseeding to reduce erosion, invasive plant species control, road repair, and removing critical safety hazards (e.g., dead or dying trees)			

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
thereby promoting and supporting habitat for animal and plant species and reducing risk of additional fires that could further damage habitat. • Valley Water will mitigate impacts to sensitive riparian communities, including sycamore alluvial woodland, oak woodland, and high-quality occurrences of cottonwood-dominated forest in-kind by focusing on the enhancement, preservation, and/or restoration of that sensitive community type. "High-quality" would be determined by a qualified biologist based on criteria such as evidence of natural regeneration and the presence of multi-layered and multi-aged stands. It is possible that this mitigation measure may be refined during permitting with the USACE, RWQCB, and CDFW to be equally or more effective, in which case the refinements required by these resource agencies would be implemented.			

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
BIO-13. Compensatory Mitigation for Permanent Impacts to Wetlands and Aquatic Habitats The Program's compensatory mitigation package, which is detailed in Chapter 10 of the SMP Manual, shall be implemented to compensate for non-VHP-covered permanent new impacts (i.e., impacts that do not fall within an existing PMA for the activity being performed) on wetlands and aquatic habitats. Details regarding performance criteria for mitigation, as well as for monitoring and reporting, are described in Appendix F. Valley Water will mitigate for permanent impacts to wetlands and aquatic habitats via one or more of the following options: • Establishing new PMAs for maintenance activities that result in permanent impacts. Mitigation ratios will be 1.5:1 or as determined in a mitigation site plan for nontidal habitats, and 1.2:1 for tidal habitats. • Use remaining mitigation credits from the Island Ponds (for tidal habitats) and Pajaro Freshwater Wetland (for nontidal habitats) mitigation projects for activities that result in permanent impacts. Mitigation ratios will be 1.5:1 or as	1. Implement a compensatory mitigation package to address permanent new impacts to wetlands and aquatic habitats not covered by the VHP by using one or more of the listed options. 2. Tally impacts to wetland and aquatic habitats that occurred throughout the year so that compensatory mitigation can be implemented (often in the following year). 3. Conduct mitigation monitoring to document that the mitigation is operational and successful. 4. Work with USACE, RWQCB, and CDFW and implement changes if this measure is refined during the permitting process.	1. Annually in accordance with the NPW. 2. Annually in accordance with the NPW. 3. Annually in accordance with the NPW. 4. Annually in accordance with the NPW.	

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
determined in a mitigation site plan for nontidal habitats, and 1.2:1 for tidal habitats. • The removal of concrete from below top of bank, where softscape is left behind in the footprint of the concrete removal work area. Mitigation credit would be calculated based on the area of concrete removed multiplied by 3 for modified channels and unmodified channels. • For impacts to nontidal wetlands and aquatic habitats, the payment of fees via the Habitat Agency's Voluntary Fee Payments Policy. This option would be subject to consistency with VHP requirements and Habitat Agency approval, and contingent on the Habitat Agency agreeing to use Valley Water's fees to provide mitigation for the resource (e.g., wetlands or aquatic habitats) being affected. If Valley Water provides the mitigation, Valley Water will conduct monitoring to document that the mitigation is operational and successfully providing the functions and values needed to offset Program Renewal impacts to riparian habitats, as described in detail in Appendix F.			

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
If the Habitat Agency provides the mitigation, the Habitat Agency will conduct any necessary monitoring, and no additional monitoring or documentation is necessary. It is possible that this mitigation measure may be refined during permitting with the USACE, RWQCB, and CDFW to be equally or more effective, in which case the refinements required by these resource agencies would be implemented.			
Greenhouse Gas Emissions			
GHG-1. GHG Emissions Reduction Practices for Maintenance Activities Valley Water shall require the contractor to implement mobile source and other GHG emission reduction measures. All requirements shall be included in applicable bid documents, purchase orders, and constructs, with the contractors demonstrating the ability to supply the compliant on- or off-road construction equipment for use prior to any ground-disturbing and maintenance activities. The measures to include are as follows: • Use zero-emission and hybrid-powered equipment to the greatest extent possible, provided adequate electricity supply and infrastructure is available in	1. Ensure all contractors implement mobile source GHG emission reduction measures, per measure specifications. 2. Ensure mobile source GHG emission reduction requirements are included in all relevant contractor documents and that contractors demonstrate the ability to supply the compliant on- or off-road construction equipment for use.	1. During construction. 2. Prior to the start of construction.	

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
the planned work area. The performance criteria for meeting this standard are that at least two commercial rental facilities in the San Francisco Bay Area Air Basin are available, and that electricity and charging infrastructure be located near the planned work area. • Require that all on-road heavy-duty trucks to meet the most stringent emissions standard as a condition of contract; this currently means that trucks need to be a 2015 model year (or newer). • Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to no more than two minutes. Provide clear signage that posts this requirement for workers at the entrances to the site. • Use CARB-approved renewable diesel fuel R99 or R100 in off-road construction equipment and on-road trucks. • Use USEPA SmartWay certified trucks for deliveries and equipment transport.			

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
• Require that all construction equipment be maintained and properly tuned in accordance with manufacturer's specifications. Equipment should be checked by a certified mechanic in accordance with the manufacturer's specifications and determined to be running in proper condition prior to operation. • Encourage and provide carpools, shuttle vans, transit passes, and/or secure bicycle parking to construction workers, and offer meal options on site or shuttles to nearby meal destinations for construction employees. • Recycle or salvage nonhazardous construction and demolition debris. • Develop a plan to efficiently use water for adequate dust control because substantial amounts of energy can be consumed during the pumping of water.			

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
GHG-2. GHG Emissions Mitigation Program Valley Water will purchase emissions credits annually to offset GHG emissions increases from the Program Renewal. The total credits will be equal to the annual increase in emissions compared to the current SMP-2, which would be approximately 832 $MTCO_2e$ per year, reduced by any annual emissions reductions from implementing Mitigation Measure GHG-1 that can be demonstrated. Valley Water will prioritize purchase of offsets that are not "otherwise required" (CEQA Guidelines Section 15126.4(c)(3)) using the following preference hierarchy: within the San Francisco Bay Area Air Basin, originating within California, and originating in other states with offset laws at least as strict as California's. However, all offset credits shall meet the following validation criteria as defined by 17 CCR 95802: the offset credits must be real, permanent, quantifiable, verifiable, enforceable, and additional. Offset protocols must also be consistent with CARB requirements under 17 CCR 95972. Offset credits shall be registered with a recognized and reputable carbon registry (e.g., Climate Action Reserve, the American Carbon Registry, or Verra).	1. Purchase emission credits to offset Program Renewal-related GHG emissions, per specifications in the measure. 2. Maintain documentation of any GHG offsets. 3. Assess opportunities to reduce/ offset Program Renewal emissions once the GHGRP is adopted.	1. Annually in accordance with the NPW. 2. Annually in accordance with the NPW and ASR. 3. Annually in accordance with the ASR.	

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
Valley Water will maintain documentation of any GHG offsets, ensuring that the offsets are real, permanent, quantifiable verifiable, enforceable, and additional. If in the future Valley Water approves a qualified GHGRP consistent with CEQA Guidelines Section 15183.5(b) and the Program Renewal is demonstrated to be consistent with the GHGRP, then the annual requirements for offsets may be replaced by implementing applicable measures in the GHGRP.			
Hazards and Hazardous Materials			
HAZ-1. Implement Dust Control Measures in Areas Containing NOA and in the Event of High Risk of Valley Fever Valley Water will be responsible for implementing the following dust control measures when conducting ground-disturbing activities using mechanized heavy equipment in areas containing NOA (as identified in Figure 3.8-1) consistent with the BAAQMD NOA Technical Advisory Requirements (BAAQMD 2002). When working in an area identified as containing NOA, if there are circumstances that suggest that NOA may not be present in the disturbed area (such as when working in areas that consist of fill brought in from outside the area), testing for NOA would be conducted. If testing determines that the soil	1. Test for NOA in areas identified as containing NOA and in certain circumstances (such as when fill is brought in from outside areas). 2. Ensure contractor compliance with dust control measures in areas containing NOA, per the specifications in the measure. 3. If Valley Fever reaches endemic levels in Santa Clara County, Valley Water Operations and Maintenance staff will consult with Valley Water's Environmental Health and	1. Prior to the start of construction and during construction. 2. Prior to the start of construction and during construction. 3. Prior to the start of construction and during construction.	

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
does not contain significant amounts of NOA, the measures included below would not need to be implemented. However, if testing is not conducted in these areas or if testing reveals the presence of significant amounts of NOA, the following dust control measures will be implemented: • Prior to any ground disturbance, areas to be graded or excavated shall be kept adequately wet with water to minimize visible emissions from the release of particulate matter into the air. • Storage piles containing NOA shall be kept adequately wetted, treated with a chemical dust suppressant, or covered when material is not being added to or removed from the pile. Covers, when used, shall be physically secured and maintained throughout their use. • As needed to prevent transportation of soil containing NOA, equipment shall be washed down after use and prior to the equipment moving from the work area onto a paved public road. Wheels shall be washed prior to moving equipment from construction areas containing NOA to areas that do not contain NOA.	Safety unit to establish measures that reduce the risk of Valley Fever infection.		

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
• Construction vehicles shall be limited to 15 miles per hour (mph) or less on the work site. Vehicles hauling NOA-containing materials outside NOA-containing areas shall have loads wetted and/or covered such that no visible emissions are generated. Under no circumstances shall haul trucks be allowed to transport NOA-containing materials in a manner that allows visible particle emissions from either the wheels while traveling over NOA-containing materials or from the load of the truck. • Suspension of ground-disturbing activities shall be required when wind speeds exceed 20 mph for a minimum of 30 minutes. • Work boot wash stations shall be provided at the maintenance site. • Vehicles that exit the site to a public paved road from an unpaved area shall utilize track-out prevention and control measures, including a gravel pad, a tire shaker, or a wheel wash system. Visible track-out from a paved public road shall be removed where vehicles exit the work site by using wet sweeping or a high-efficiency particulate air (HEPA) filter or			

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
vacuum device equipped with an equivalent particulate filter at the end of each day. • The Valley Water Environmental Health and Safety unit shall be consulted to determine whether modifications to these measures or additional safety measures are needed when working in an area that contains NOA. Valley Fever is currently relatively uncommon in Santa Clara County. In the event that Valley Fever reaches highly endemic levels in Santa Clara County, Valley Water Operations and Maintenance staff will consult with Valley Water's Environmental Health and Safety unit to establish measures that reduce the risk of Valley Fever infection. Where appropriate, these measures may incorporate measures for NOA listed above or adaptations thereof.			

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
Noise and Vibration			
NZ-1. Implement Noise and Vibration Reduction Measures to Align with Local Noise Standards. Valley Water or its contractors shall implement the following noise reduction measures: 1. All equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment. 2. The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where technology exists. 3. Leaf blowers must be certified to be 65 dBA or less measured at 50 feet from the source of the noise. 4. Powered garden tools must not exceed 75 dBA at 25 feet from the source of the noise. 5. Woodchippers must not exceed 100 dBA at any point 25 feet from the source of the noise.	1. Ensure compliance with noise reduction measures, per measure specifications.	1. Prior to the start of construction and during construction.	

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
6. At all times during project grading and construction, stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from residences. 7. Unnecessary idling of internal combustion engines shall be prohibited for a duration of longer than five minutes. 8. Construction staging areas shall be established at locations that will create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction activities, to the extent feasible. 9. The required construction-related noise mitigation plan shall also specify that haul truck deliveries are to occur within the same range of hours specified for construction equipment. 10. Neighbors located adjacent to the construction site shall be notified in writing of the construction schedule.			

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
11. Use of temporary sound barriers shall be implemented in areas located near sensitive receptors to reduce noise levels to the extent feasible. Temporary noise barriers shall be rated to reduce noise at least 5 dBA. 12. Pile driving activities will use the least noisy method that would generate the least amount of vibration possible at a location, with hydraulic press being the preferred method, followed by the vibratory method. If no other method is feasible for the location, impact pile driving shall be used. 13. Avoid conflicts with local noise ordinances during prescribed herbivory. Prior to commencing prescribed herbivory treatments, Valley Water will post signs including contact information, including a daytime telephone number, of the project representative, who may be contacted regarding noise complaints. Valley Water will take into consideration future use of herbivory treatments in areas that receive noise complaints and may adjust the limits of treatment areas to be further from sensitive receptors.			

*When applicable, a contractor may be responsible for implementation.

Mitigation Measures	Valley Water Responsibility*	Timeframe for Implementation	Completion Date and Initials
14. Valley Water or the construction contractor shall designate a "noise disturbance coordinator" who will be responsible for responding to any local complaints about construction noise. The disturbance coordinator shall be responsible for determining the cause of the noise complaint (e.g., starting too early, poor muffler) and instituting reasonable measures as warranted to correct the problem. A telephone number for the disturbance coordinator shall be conspicuously posted at the construction site.			
Water Quality			
Mitigation Measure BIO-3: Augmentation of Spawning Gravel **Mitigation Measure BIO-4: Augmentation of Instream Complexity** **Mitigation Measure BIO-5: Salmonid Habitat Restoration Projects** Refer to "Biological Resources" above			

Cumulative Impacts

For significant cumulative impacts, mitigation measures and their monitoring/reporting programs are the same as for the corresponding direct significant impacts, as presented above.

*When applicable, a contractor may be responsible for implementation.

References

BAAQMD (Bay Area Air Quality Management District). 2002. Regulatory Advisory: Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations. November 19, 2022. Available at: https://www.baaqmd.gov/~/media/files/compliance-and-enforcement/advisories/asbestos-atcm/reg_advisory.pdf?rev=d98afe86cdd54794 9692d8499b21a50f&sc_lang=en. Accessed September 17, 2024.

Kondolf, G. M. 2000. Assessing Salmonid Spawning Gravel Quality. Transactions of the American Fisheries Society 129:262-281.

Kondolf, G. M., M. G. Wolman. 1993. The Sizes of Salmonid Spawning Gravels. Water Resources Research 29: 2275-2285.

Leidy, R. A., G. Becker, and B. N. Harvey. 2005. Historical status of Coho salmon in streams of the urbanized San Francisco Estuary, California. California Fish and Game 91:219-254.

Moyle, P. B. 2002. Inland Fishes of California. University of California Press, Berkeley, California.

Trush, W. J. 1991. The Influence of Channel Morphology and Hydrology on Spawning Populations of Steelhead Trout in South Fork Eel River Tributaries. Doctoral dissertation. University of California, Berkeley.

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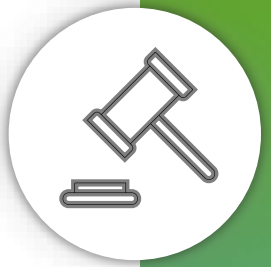
Stream Maintenance Program Renewal

Presented by: **Jon Jankovitz**, Environmental Services Manager, Watersheds O&M

April 28, 2026

Valley Water

Agenda



Board Action Requests



Program Overview



CEQA Process

Valley Water



Board Action Requests

- Consider the Environmental Effects of the Stream Maintenance Program Renewal (SMP-3)
- Adopt a Resolution
  - Certifying the FSEIR
  - Adopting the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program
- Approve the Stream Maintenance Program Renewal (SMP-3)

Stream Maintenance Program (SMP) Overview

2001–2011

- **SMP-1**
- EIR certified 2002
- Manual
- Permits

2012–2023

- **SMP-2**
- Subsequent EIR certified 2012
- Revised Manual & Permits

2019–2026

- **SMP-2.5**
- Manual Revised
- Permit extensions through 2026

2027–2036

- **SMP-3**
- Manual Revised
- Subsequent EIR
- Renewed permits

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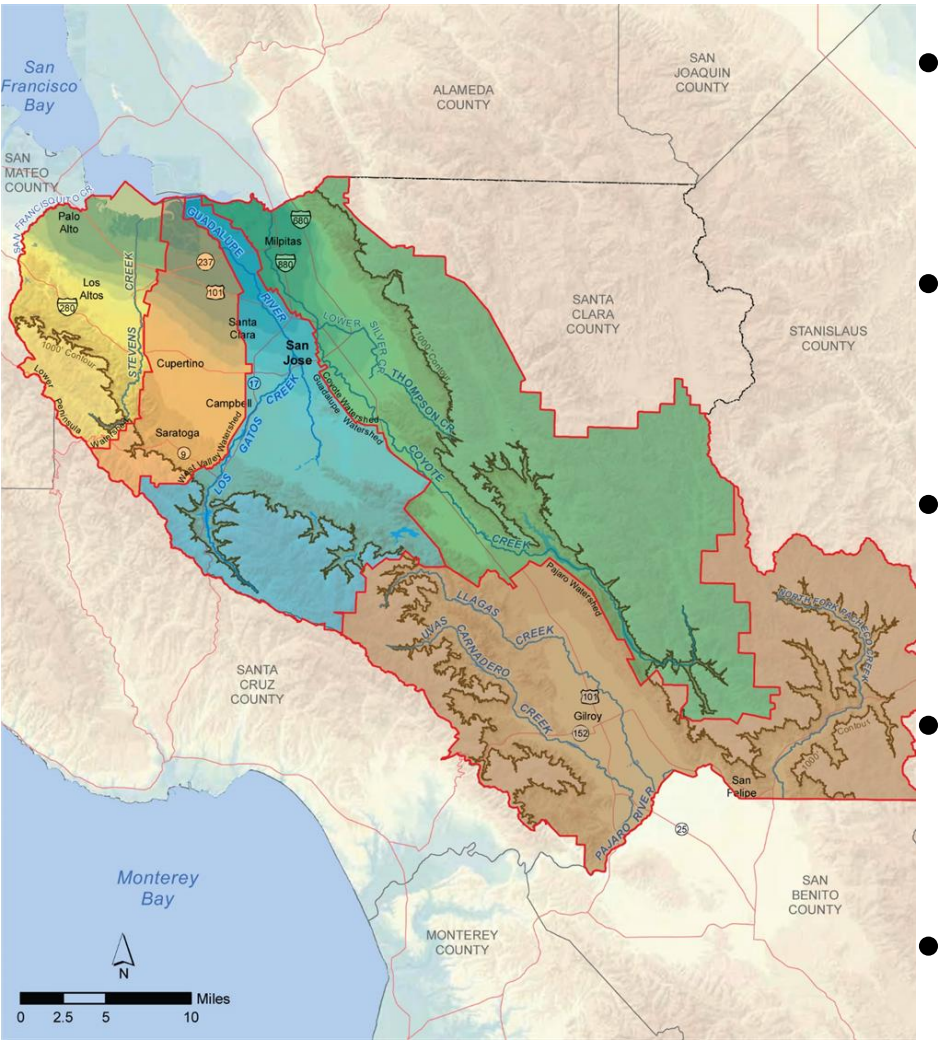
Stream Maintenance Program Goals

1. Maintain flow conveyance capacity of Valley Water channels and flood reduction facilities.
2. Maintain the structural and functional integrity of VW flood reduction facilities and lands.



Crews work on a bank stabilization project along Guadalupe River north of Willow Street in San José.

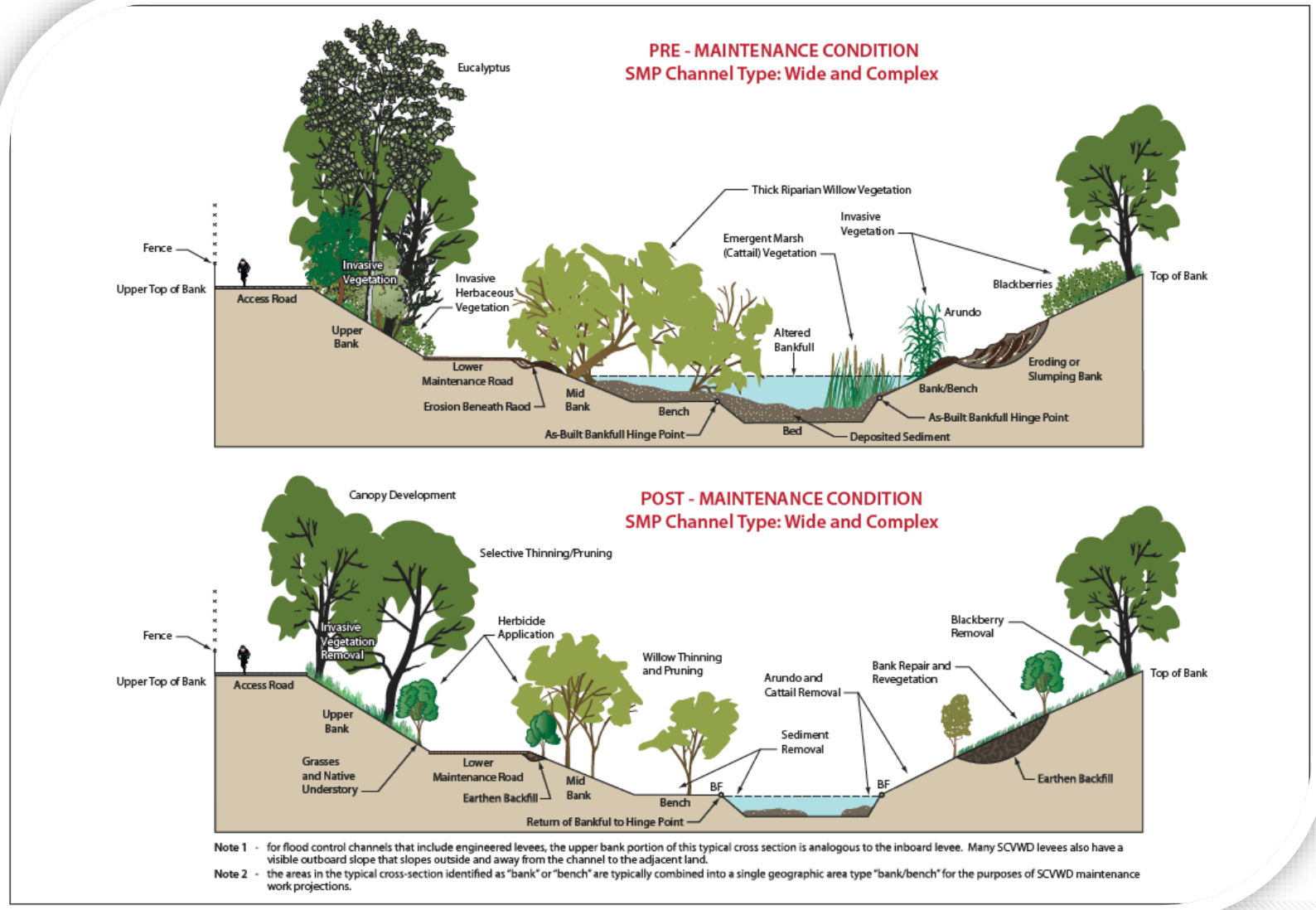
SMP Objectives



- Remove sediment to maintain flow conveyance and safety, while maintaining habitat.
- Manage vegetation to maintain access, flood protection, fire risk reduction, and ecological health.
- Manage vegetation to allow levee inspections and maintenance access.
- Stabilize eroding bed and banks to protect infrastructure, public safety, water quality, and habitat.
- Avoid, minimize, and mitigate environmental impacts through prioritized maintenance and stewardship measures.

Program Activities

- Sediment Removal
- Bank Stabilization
- Vegetation Management
- Management of Animal Conflicts
- Minor Maintenance
- Down Tree Management



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SMP Renewal Updates

New Activities: Work at maintenance yards, hazard tree management, trash boom maintenance, flood wall maintenance, new bank repair method.

Updated Work Limits: Tree removal activities, revise the list of herbicides and surfactants.

Updated Program BMPs: Reflect lessons learned and updated regulatory requirements.

Expanded Mitigation Approach: Trash and encampment clean-up activities, fish passage, wetland creation, payment of Valley Habitat Plan (VHP) impact fees.

SMP-3 SEIR Process

- Notice of Preparation of Draft SEIR
  - Circulated May 27-June 27, 2022
  - Scoping Meeting held June 16, 2022
- Draft SEIR
  - Circulated July 21-September 17, 2025
  - Public meeting held August 20, 2025
- Final SEIR
  - Response to all comments received on Draft SEIR
  - Revisions to SEIR and project description
  - Final SEIR released March 27, 2026

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Impacts Mitigated to Less than Significant



AESTHETICS



BIOLOGICAL RESOURCES



GREENHOUSE GASES



HAZARDS AND HAZARDOUS MATERIALS



WATER QUALITY

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Significant and Unavoidable Impacts

- **Biological Resources**

  Interference with the use of native wildlife sites

- **Noise**

  Increase in ambient noise levels in the vicinity of the maintenance areas could exceed standards in local general plans and noise ordinances

  Maintenance activities could also generate excessive ground vibration or ground-borne noise levels

- **Cumulative**

  Cumulative biological and noise impact on the use of native wildlife sites and increases in ambient noise levels and ground vibration/ground-borne noise levels

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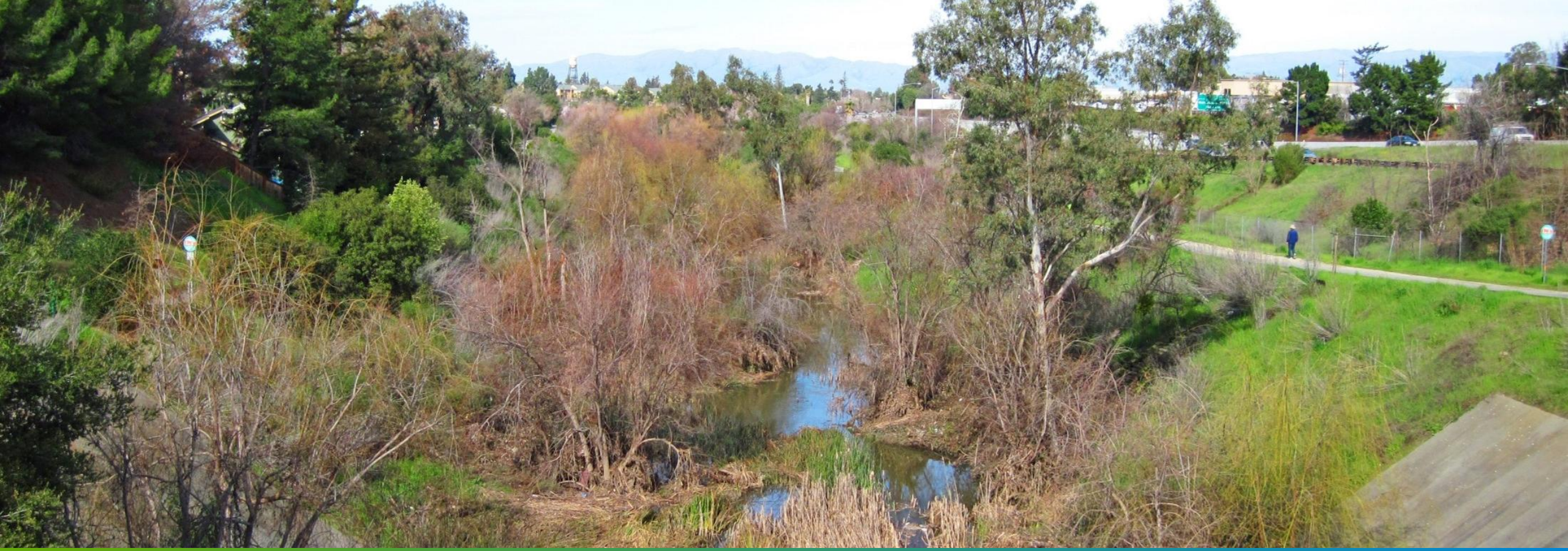
Alternatives to Proposed Project





- No Project Alternative
- Reduced Work Frequency Alternative
- Limited Work in Unmodified Channels Alternative
- Limited Activities Alternative

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End of Presentation



Valley Water

Clean Water • Healthy Environment • Flood Protection

Santa Clara Valley Water District

File No.: 26-0311

Agenda Date: 4/28/2026
Item No.: 8.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Approve Amendment No. 12 to Agreement No. A3555A with Black and Veatch Corporation for Project Management Services for the Anderson Dam Seismic Retrofit Project No. 91864005, the Calero Dam Seismic Retrofit Project No. 91874004, the Guadalupe Dam Seismic Retrofit Project No. 91894002, and the Almaden Dam Improvements Project No. 91854001, Increasing the Not-to-Exceed Fee by $7,317,759 for a Revised Total of Not-to Exceed Fee of $42,865,121, and Extending the Agreement Term to October 31, 2028 (Morgan Hill, District 1).

RECOMMENDATION:
Approve Amendment No. 12 to Agreement No. A3555A (Agreement) with Black and Veatch Corporation for project management services for the Anderson Dam Seismic Retrofit Project No. 91864005, the Calero Dam Seismic Retrofit Project No. 91874004, the Guadalupe Dam Seismic Retrofit Project No. 91894002, and the Almaden Dam Improvements Project No. 91854001, increasing the not-to-exceed fee by $7,317,759 for a revised total of not-to-exceed fee of $42,865,121, and extending the Agreement term to October 31, 2028.

SUMMARY:
Santa Clara Valley Water District (Valley Water) is undertaking the Anderson Dam Seismic Retrofit Project (ADSRP) to address seismic stability deficiencies, rehabilitate aging appurtenant facilities, and to comply with current dam safety standards. The reservoir is currently under a water level restriction by regulators. Full reservoir capacity will be restored upon completion of the Project. The Calero Dam Seismic Retrofit Project (CDSRP) and the Guadalupe Dam Seismic Retrofit Project (GDSRP) will stabilize the dam embankments to address seismic deficiencies. The Almaden Dam Improvements Project (ADIP) will construct a new intake structure and a new spillway.

The Agreement with Black and Veatch Corporation (Consultant) was awarded by the Board on January 24, 2012, to provide project management services for ADSRP. The original Agreement provided for the possibility of negotiating a future amendment to include project management services for other dam seismic retrofit projects. Amendment No. 2, approved by the Board on June 24, 2014, added project management services for CDSRP and GDSRP, and Amendment No. 6, approved by the Board on February 28, 2017, added services for ADIP.

Amendment No. 12 will increase the not-to-exceed fee by $7,317,759, bringing the total not-to-exceed fee to $42,865,121. The scope of services will be amended to close out completed tasks and modify services for ADSRP, CDSRP, GDSRP, and ADIP. Amendment No. 12 will also add project management services during construction of ADSRP and extend the expiration date by thirty months, from April 30, 2026, to October 31, 2028, for ADSRP, CDSRP, GDSRP, and ADIP.

Project Background

Anderson Dam Seismic Retrofit Project

ADSRP will correct dam seismic deficiencies and ensure compliance with all current Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Department of Safety of Dams (DSOD) dam safety design standards. ADSRP will remove and replace most of the existing dam with a new zoned embankment dam; construct a new low-level outlet and a new high-level outlet; replace and extend the existing concrete spillway; and implement other improvements to Anderson Dam.

Anderson Reservoir has been operating under restrictions since December 2008. On February 20, 2020, FERC directed Valley Water to maintain Anderson Reservoir at dead pool (elevation 490 feet). Upon completion of ADSRP, Anderson Reservoir will return to its original storage capacity.

Black and Veatch is supporting Valley Water staff with the construction contractor selection process, implementing the Best Value method approved by the board on October 8, 2024. On May 29, 2025, Valley Water published the list of prequalified contractors. The Board authorized the advertisement for bids for construction of the ADSRP on September 23, 2025. The three prequalified contractors were invited to bid on the ADSRP, and the construction contract is anticipated to be awarded in July 2026.

Calero Dam Seismic Retrofit Project

Calero Dam is currently operating under water level restrictions imposed by Valley Water and DSOD due to seismic concerns. In a letter dated November 16, 2023, DSOD requested that Valley Water accelerate and complete the design of either CDSRP or GDSRP by July 1, 2026. In the same letter, DSOD downgraded the safety rating of Calero Dam from Fair to Poor.

To address DSOD’s concerns, Valley Water conducted a comprehensive review of its design efforts and evaluated ways to accelerate project delivery, prioritizing embankment repairs to mitigate the risks that led to reservoir restrictions. Additionally, Valley Water retained Stantec Consulting Services, Inc. to provide engineering design services to advance CDSRP.

Based on a revised delivery approach that segments construction into two packages and prioritizes embankment repairs (Package A), construction of Package A is scheduled to commence in early 2028.

Guadalupe Dam Seismic Retrofit Project

Guadalupe Dam is currently operating under water level restrictions imposed by Valley Water and DSOD due to seismic concerns. In a letter dated November 16, 2023, DSOD directed Valley Water to expedite and complete the design of GDSRP and downgraded the dam's safety rating from Fair to Poor.

To address DSOD's concerns, Valley Water conducted a comprehensive review of its design efforts and evaluated ways to accelerate project delivery, prioritizing embankment repairs to mitigate the risks that led to reservoir restrictions. Based on a revised delivery approach that segments construction into two packages and prioritizes embankment repairs (Package A), construction of Package A is scheduled to commence in early 2029.

Almaden Improvement Dam Project

The Almaden Dam and Almaden-Calero Canal were constructed in 1935. The dam has experienced ongoing sediment accumulation at the inlet, inadequate spillway capacity to convey the Probable Maximum Flood, and deterioration of the outlet pipe. The current project aims to reconstruct the intake structure and spillway.

Capital improvement efforts began in the early 2000s but were paused in 2005 to conduct systemwide seismic evaluations under the Dam Safety Program. A 2012 seismic study confirmed that the dam is stable and does not require seismic remediation, allowing the project to resume. However, progress has been delayed due to resources being diverted to higher-priority projects. Dam improvement efforts have now resumed.

Scope of Services

The Consultant is currently providing project management services for ADSRP, CDSRP, GDSRP, and ADIP. For ADSRP these services include quality assurance, technical reviews, regulatory coordination with FERC and DSOD, support for procurement of a construction contractor, and contracting with the independent Board of Consultants (BOC) for technical reviews.

For CDSRP, GDSRP, and ADIP, the Consultant provides project management, technical review, administrative, and permitting support during planning and design. Services include facilitation and support of design reviews, workshops, and public hearings; review of planning, engineering, geotechnical, phased design (30-100%), cost estimate, and environmental compliance documents (CEQA/NEPA and permits); and documentation of review comments through Quality Review Forms. Supplemental services may be authorized by task order to provide additional technical, environmental, risk, constructability, GIS, cost/schedule, or permitting support, as needed to advance project delivery and regulatory compliance.

In order to comply with FERC and DSOD requirements in a timely manner and maintain alignment with the Dam Safety Program schedule, staff recommends that the Board approve Amendment No. 12 to Agreement A3555A with Black and Veatch Corporation, increasing the not-to-exceed amount by

$7,317,759.

Relevant Prior Board Actions

On January 24, 2012, the Board approved Agreement A3555A with Consultant for project management services.

On June 24, 2014, the Board approved Amendment No. 2 to the Agreement.

On February 28, 2017, the Board approved Amendment No. 6 to the Agreement.

On April 6, 2020, the Board delegated authority to Valley Water's Chief Executive Officer (CEO) to negotiate and execute Amendment No. 8 to the Agreement in an amount not-to-exceed $2,000,000. On June 8, 2020, Valley Water's CEO executed Amendment No. 8, and it became effective on that date.

On April 13, 2021, the Board approved Amendment No. 9 to the Agreement.

On November 12, 2024, the Board approved Amendment No. 11 to the Agreement.

On September 23, 2025, the Board authorized the advertisement for bids for construction of ADSRP.

NOTE: Amendment Nos. 1, 3, 4, 5, 7, and 10 were administratively approved, no-cost amendments.

Consultant Work Performed to Date

The project management services agreement with Black and Veatch Corporation for ADSRP, CDSRP, GDSRP, and ADIP includes the tasks described below. The budget for project management consultant services for ADSRP (Tasks 101 to 106), CDSRP (Task 107-108), GDSRP (Task 109-110), and ADIP (Task 111-112) requires additional funding for the Consultant to continue performing services for thirty additional months from April 30, 2026, to October 31, 2028.

Anderson Dam Seismic Retrofit Project (ADSRP)

Task 101 Project Management & Administration
Task 102 Quality Assurance & Quality Control
Task 103 Regulatory, Permitting & Environmental Coordination
Task 104 Public Outreach
Task 105 Board of Consultants Coordination
Task 106 Supplemental Services for Anderson Dam Seismic Retrofit Project

Calero Dam Seismic Retrofit Project (CDSRP)

Task 107 PMC Services for Calero Dam Seismic Retrofit Project
Task 108 Supplemental Services for Calero Dam Seismic Retrofit Project

Guadalupe Dam Seismic Retrofit Project (GDSRP)

Task 109 PMC Services for Guadalupe Dam Seismic Retrofit Project
Task 110 Supplemental Services for Guadalupe Dam Seismic Retrofit Project

Almaden Dam Improvement Project (ADIP)

Task 111 PMC Services for Almaden Dam Improvements Project
Task 112 Supplemental Services for Almaden Dam Improvement Project

Amendment No. 12

Amendment No. 12 will allow the Consultant to continue to provide project management services for ADSRP, CDSRP, GDSRP, and ADIP through October 31, 2028. The $7,317,759 cost increase is necessary for the Consultant to provide an additional thirty months of project management services for ADSRP, CDSRP, GDSRP, and ADIP.

Amendment No. 12 will also amend the scope of services to add project management support during construction of ADSRP, which is necessary for successful project completion and retention of the BOC, as required by FERC. The scope of services will also be amended to close out completed tasks and modify the scope of services for ADSRP, CDSRP, GDSRP, and ADIP.

Amendment No. 12 was discussed at the Capital Improvement Program (CIP) Committee meeting held on March 16, 2026. The Committee members supported staff's recommendation to present this item to the Board for approval.

The tasks and additional not-to-exceed fees for the recommended Amendment No. 12 are summarized below:

1. Additional project management services, including project administration, quality assurance and quality control, regulatory coordination, construction contractor procurement support, permitting & environmental coordination, public outreach support, facilitation of Potential Failure Mode Workshops, and coordination and management of the BOC for the thirty-month extended term for ADSRP (including the Anderson Dam Tunnel Project) (Task 101 to Task 105: $6,829,693).

2. Additional project management services for CDSRP for the thirty-month extended Agreement term, from April 30, 2026, to October 31, 2028 (Tasks 107 and 108: $427,315).

3. Additional project management services for GDSRP for the thirty-month extended Agreement term, from April 30, 2026, to October 31, 2028 (Tasks 109 and 110: $0).

4. Additional project management services for ADIP for the thirty-month extended Agreement term, from April 30, 2026, to October 31, 2028 (Task 111 and 112: $60,751).

A summary of the tasks and fees for the previous Agreement amendments, as well as the proposed

Amendment No.12, is presented in Table 1.

Table 1 – Summary of Tasks and Fees

Task	Original Agreement (1/24/2012)	Amendment No. 2 (6/24/2014)	Amendment No. 6 (2/28/2017)	Amendment No. 6 Revised NTE Total (2/28/2017)
ADSRP				
PMC Tasks	$2,760,600	$4,256,077	$4,698,166	$11,714,843
Supplemental Task	$896,200	$699,632	$459,309	$2,055,141
Subtotal	$3,656,800	$4,955,709	$5,157,475	$13,769,984
CDSRP				
PMC Task	$0	$184,517	$497,911	$682,428
Supplemental Task	$0	$0	$477,189	$477,189
Subtotal	$0	$184,517	$975,100	$1,159,617
GDSRP				
PMC Task	$0	$184,517	$481,051	$665,568
Supplemental Task	$0	$0	$434,487	$434,487
Subtotal	$0	$184,517	$915,538	$1,100,055
ADIP				
PMC Task	$0	$0	$442,491	$442,491
Supplemental Task	$0	$0	$86,490	$86,490
Subtotal	$0	$0	$528,981	$528,981
Total	**$3,656,800**	**$5,324,743**	**$7,577,094**	**$16,558,637**

NOTE: Amendment Nos. 1, 3, 4, 5, 7, and 10 were administratively approved, no-cost amendments.

Task	Amendment No. 6 Revised NTE Total (2/28/2017)	Amendment No. 8 (6/8/2020) (+/-)	Amendment No. 9 (4/14/2021) (+/-)	Amendment No. 11 (11/12/2024) (+/-)	Administrative Reallocations (5/9/2013 - 12/20/2019) (+/-)	Amendment No. 12 (+/-)	Amendment No. 12 Revised NTE Total
ADSRP							
PMC Tasks	$11,714,843	$1,739,250	$7,435,799	$6,244,424	$1,556,817	$6,829,693	$35,520,826
Supplemental	$2,055,141	$361,175	$1,857,386	$0	-$1,049,707	$0	$3,223,995
Subtotal	$13,769,984	$2,100,425	$9,293,185	$6,244,424	$507,110	$6,829,693	$38,744,821
CDSRP							
PMC Task	$682,428	-$9,920	$0	$470,934	$249,476	$346,160	$1,739,078
Supplemental	$477,189	-$119,659	$119,276	$0	-$249,477	$81,155	$308,484
Subtotal	$1,159,617	-$129,579	$119,276	$470,934	-$1	$427,315	$2,047,562
GDSRP							
PMC Task	$665,568	$116,476	$606,787	$0	$203,309	$0	$1,592,140
Supplemental	$434,487	$13,103	$153,694	$0	-$228,309	$0	$372,975
Subtotal	$1,100,055	$129,579	$760,481	$0	-$25,000	$0	$1,965,115
ADIP							
PMC Task	$442,491	$0	$0	$0	-$400,619	$30,620	$72,492
Supplemental	$86,490	$0	$0	$0	-$81,490	$30,131	$35,131
Subtotal	$528,981	$0	$0	$0	-$482,109	$60,751	$107,623
Total	**$16,558,637**	**$2,100,425**	**$10,172,942**	**$6,715,358**	**$0**	**$7,317,759**	**$42,865,121**

NOTE: Amendment Nos. 1, 3, 4, 5, 7, and 10 were administratively approved, 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 Anderson Dam Seismic Retrofit Project, Project No. 91864005, Calero Dam Seismic Retrofit Project, Project No. 91874004, Guadalupe Dam Seismic Retrofit Project No. 91894002, and the Almaden Dam Improvements Project No. 91854001, are included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2026-2030 Five-Year Plan and in the FY 2025-26 Adopted Budget. The Not-to-Exceed (NTE) fee for Amendment No. 12 to Agreement A3555A is $7,317,759 ($6,829,693 for ADSRP, $427,315 for CDSRP, $0 for GDSRP, and $60,751 for ADIP), resulting in a total NTE fee of $42,865,121 ($38,744,821 for ADSRP, $2,047,562 for CDSRP, $1,965,115 for GDSRP, and $107,623 for ADIP).

There are adequate funds in the FY 2025-26 Adopted Budgets for ADSRP, CDSRP, GDSRP, and ADIP to encumber the anticipated expenditures for the Consultant's services performed during this fiscal year. Funds to cover Consultant services in subsequent fiscal years will be included in the biennial budget process and recommended by staff during the annual fiscal year budget process or

through budget adjustments, if needed. Approval of Amendment No. 12 to Agreement A3555A would not increase the total ADSRP and GDSRP project costs reflected in the CIP FY 2026-30 Five-Year Plan but would increase the total for CDSRP and ADIP.

ADSRP is eligible to receive up to $54.1 million from the renewed Safe, Clean Water & Natural Flood Protection Program (Fund 26), with the remainder of total ADSRP Project costs funded by the Water Utility Fund (Fund 61) with 81.37% of costs allocated to North County Zone W-2, 7.85% to South County Zone W-5, and 10.78% to South County Zone W-7.

A portion of ADSRP Project costs 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.

CDSRP, GDSRP, and ADIP are funded through the Water Utility Fund (Fund 61) with 100% of the costs allocated to North County Zone W-2. A portion of the project costs are expected to be financed by the Corps Water Infrastructure Financing Program (CWIFP), a federal loan program administered by the U.S. Army Corps of Engineers.

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

ATTACHMENTS:
Attachment A: Gov. Code 84308
Attachment 1: Amendment No. 12
Attachment 2: Amendment No. 11
Attachment 3: Amendment No. 10
Attachment 4: Amendment No. 9
Attachment 5: Amendment No. 8
Attachment 6: Amendment No. 7
Attachment 7: Amendment No. 6
Attachment 8: Amendment No. 5
Attachment 9: Amendment No. 4
Attachment 10: Amendment No. 3
Attachment 11: Amendment No. 2
Attachment 12: Amendment No. 1
Attachment 13: Original Agreement

UNCLASSIFIED MANAGER:
Ryan McCarter, 408-630-2983

Attachment A: Gov. Code § 84308

Approve Amendment No. 12 to Agreement No. A3555A with Black and Veatch Corporation for Project Management Services for the Anderson Dam Seismic Retrofit Project No. 91864005, the Calero Dam Seismic Retrofit Project No. 91874004, the Guadalupe Dam Seismic Retrofit Project No. 91894002, and the Almaden Dam Improvements Project No. 91854001, Increasing the Not-to-Exceed Fee by $7,317,759 for a Revised Total of Not-to Exceed Fee of $42,865,121, and Extending the Agreement Term to October 31, 2028 (Morgan Hill, District 1).

List of Parties and Their Agents/Representatives Known to Staff:

Organization Name	**Name**	**Role**	**Location**
Black and Veatch Corporation	Jeff Neemann	Managing Director	2999 Oak Road, Suite 490 Walnut Creek, CA 94597

List of Participants and Their Agents/Representatives Known to Staff:

Organization Name	**Name**	**Role**	**Location**
Schaaf & Wheeler	Andrew Sterbenz	Engineering Support Permitting Contract Management	3 Quail Run Circle, Ste. 101 Salinas, CA 93907
Avila and Associates	Ernie Avila	Project Controls	712 Bancroft Road, Suite 333 Walnut Creek, CA 94598
Creighton & Creighton, Inc.	Jim Creighton	Public Outreach and Stakeholder Involvement Oversight	P.O. Box 1030 Los Gatos, CA 95031
Live Oak Associates, Inc.	Rick Hopkins	Environmental Oversight	6840 Via Del Oro Suite 220 San Jose, CA 95119
Parikh Consultants, Inc.	Gary Parikh	Geotechnical	2360 Qume Drive, Suite A San Jose, CA 95131
M. Pauletto and Associates, LLC	Mike Pauletto	Quarries & Heavy Construction	11204 NW 37th Court Vancouver, WA 98685
Strategic Value Solutions	Don Stafford	Value Engineering	19201 E. Valley View Pkwy, Suite H Independence, MO 64055

Organization Name	**Name**	**Role**	**Location**
Terracon Consultants Inc.	Noah T. Smith	Condition Assessments	5075 Commercial Cir, Suite E Concord, CA 94520
Erskine Environmental Consulting	Bradley G. Erskine	Environmental & NOA	401 Marina Place Benicia, CA 94510
Raymond B. Seed	Raymond B. Seed	Board of Consultants-Dam Geotechnical	2380 Watts Lane Bozeman, MT 59718
GEI	Steve Verigin	Board of Consultants-Dam Engineering	180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017
D Hertel & Associates LLC	Dan Hertel	Board of Consultants-Construction	P.O. Box 11983 Bozeman, MT 59719
Gannett Flemming, Inc.	Paul Schweiger	Board of Consultants-Hydrology & Hydraulics	207 Senate Avenue Camp Hill, PA 17011
Lettis Consultants,	Bill Lettis	Board of Consultants-Geosciences	1000 Burnett Avenue, Suite 350 Concord, CA 94520
Gregg Korbin	Gregg Korbin	Board of Consultants-Tunnels	1167 Brown Ave. Lafayette, CA 94549
Dr. Angelos Findikakis	Dr. Angelos Findikakis	Independent Technical Reviewer-Stochastic Analysis of Interim Winter Reservoir Elevations Report	448 Traverso Avenue Los Altos, CA 94022

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AMENDMENT NO. 12 TO AGREEMENT A3555A BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH CORPORATION

This Amendment No. 12 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of Standard Consultant Agreement A3555A (Agreement) dated January 24, 2012 as amended by Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26, 2015, Amendment No. 4 dated July 15, 2016, Amendment No. 5 dated December 8, 2016, Amendment No. 6 dated March 1, 2017, Amendment No. 7 dated February 22, 2019, Amendment No. 8 dated June 8, 2020, Amendment No. 9 dated April 13, 2021, Amendment No. 10 dated November 16, 2023 and Amendment No. 11 dated November 12, 2024, between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and BLACK AND VEATCH CORPORATION (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit Project (Project), Calero Dam Seismic Retrofit Project, Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project, during the planning and design phases; and

WHEREAS, the Agreement currently expires on April 30, 2026; and

WHEREAS, on February 20, 2020, the Federal Energy Regulatory Commission (FERC), which has issued a permit for the District to operate its hydroelectric power station at the Anderson Dam, directed the District to implement all possible, available measures to reduce the risk of failure from an earthquake until the Project is completed, including lowering the water level in the Anderson reservoir, pursuant to a schedule to be provided by the District; and

WHEREAS, the District submitted to FERC a plan to comply with its directive for mitigating risks from significant seismic activity, which included a schedule for construction of a new low-level outlet tunnel at Anderson Dam, the Anderson Dam Tunnel Project (ADTP), (Stage 1) and the schedule for construction of the larger Anderson Dam Seismic Retrofit Project (ADSRP) (Stage 2); and

WHEREAS, the ADTP is currently in construction and external regulatory review of construction activities and design changes during construction by the FERC, the California Department of Water Resources, Division of Safety of Dams (DSOD), and an independent, technical Board of Consultants (BOC) is ongoing; and

WHEREAS, design of the ADSRP is complete and under external regulatory review by the FERC, the DSOD, and the BOC. On May 29, 2025, Valley Water published the list of prequalified contractors approved to bid on ADSRP. On September 23, 2025, the Valley Water Board authorized the advertisement of the ADSRP Construction Contract. Consultant is currently supporting such review and District's construction contractor procurement process which includes supporting the evaluation process and Valley Water's award to the successful contractor based on Best Value criteria. and

WHEREAS, Valley Water currently plans to award a construction contract during the second quarter of 2026. During construction the Consultant will provide quality assurance reviews of

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technical submittals and design changes, periodically audit the construction management consultant, and maintain correspondence with regulatory agencies.

WHEREAS, in a letter dated November 16, 2023, DSOD urged Valley Water to expedite design completion of either the Calero Dam Seismic Retrofit Project (CDSRP) or the Guadalupe Dam Seismic Retrofit Project (GDSRP) by summer 2026. In response to DSOD's concerns, Valley Water staff conducted a thorough review of the design efforts and explored ways to accelerate project delivery. Valley Water staff proposed a new approach that involves segmenting the construction of individual projects, prioritizing the repair of embankments to mitigate the risks that led to reservoir restrictions. It was determined that construction on the embankment retrofit, and the spillway can begin without draining the reservoir if the outlet works construction is deferred at both Calero Dam and Guadalupe Dam. This approach was supported by DSOD. Valley Water anticipates that construction for the dams could commence as early as November 2028;

WHEREAS, Valley Water submitted a revised master schedule for the design and construction of all the dams, including the Almaden Dam Improvement Project (ADIP), to DSOD. On August 24, 2024, DSOD issued a letter to Valley Water accepting the revised master schedule; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide sufficient time for Consultant to continue performing project management services; increase the Total Not-to-Exceed amount to provide funds for Consultant to perform additional project management services during ADTP construction (Stage 1) and ADSRP design and construction phases (Stage 2) from April 2026 through October 2028, including services related to new activities to be conducted per direction from FERC, the BOC, the National Marine Fisheries Service (NMFS), and DSOD; to modify the Project Schedule for Consultant's performance considering the additional services to be performed; modify the Agreement retention language; and to make administrative changes.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement and Amendment Nos. 1 through 11, Consultant and the District hereby agree to amend the Agreement as follows:

1. Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, is amended as set forth in Revised Appendix One, Scope of Services, attached hereto and incorporated herein by this reference.

2. Revised Standard Consultant Agreement, Revised Appendix One, Revised Attachment One, Consultant's Key Staff and Subconsultants, is amended as set forth in Revised Appendix One, 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, Revised Attachment Two, Dispute Resolution, is amended as set forth in Revised Appendix One, Revised Attachment Two, Dispute Resolution, attached hereto and incorporated herein by this reference.

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4. Revised Standard Consultant Agreement, Revised Appendix One, Revised Attachment Five, Reference Materials, is amended as set forth in Revised Appendix One, Revised Attachment Five, Reference Materials, 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 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 Revised Appendix Three, Schedule of Completion, attached hereto and incorporated herein by this reference.

7. All other terms and conditions of Agreement A3555A and Amendment No. 1 through 11, 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. 12 TO AGREEMENT A3555A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
District

By: _____

Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

_____

Candice Kwok-Smith
Clerk, Board of Directors

BLACK & VEATCH CORPORATION
Consultant

Signed by:
By: Jeff Neemann
3477AA8938CA4D4...

Jeff Neemann
West Region, Managing Director

Date: 3/16/2026

Consultant's Address:
2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES

This Revised Appendix One amends the current Revised Appendix One, Scope of Services as stated herein. This Revised Appendix One describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project), Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project, and the Almaden Dam Improvements Project.

ANDERSON DAM SEISMIC RETROFIT PROJECT
PROJECT OVERVIEW, PROJECT BACKGROUND, and PROJECT DELIVERY APPROACH

I. PROJECT OVERVIEW (UNCHANGED)

A. The Anderson Dam Seismic Retrofit Project (Project) was initiated in 2012 and is currently in the Design Phase. In December 2016, a Project update was presented to the District's Board of Directors, indicating that, as a result of geotechnical investigations completed in the spring of 2016 and associated dam failure scenario analyses, a more extensive retrofit of the dam embankments is required to meet the Project objectives.

B. At the direction of the District, the Project Management services consultant (PMC) is responsible for assisting the District with the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives. The PMC will manage its team (as described below in Article III. Project Delivery Approach) to assist the District with:

1. Resolving the seismic deficiencies at Anderson Dam per the State of California Department of Water Resources, Division of Safety of Dams (DSOD) / Federal Energy Regulatory Commission (FERC) standards and in a timely manner;

2. Meeting the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures as provided in Attachment 6 to this Revised Appendix One;

3. Meeting the requirements of applicable federal, state, and local laws and regulations required for Project delivery;

4. Meeting requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;

5. Providing a well-supported basis to address stakeholders' interests;

6. Providing the District's Board of Directors, FERC, and DSOD with the basis for approving the proposed Project. The proposed Project and alternatives will be developed by the Design Consultant in concert with

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direction provided by the District and input from the PMC.

II. PROJECT BACKGROUND (REVISED)

A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

B. The State of California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) have jurisdictional oversight of Anderson Dam facilities. Anderson Dam (Dam) is an earth-fill dam with a maximum height of about 240 feet. The crest is approximately 1,400 feet long and is 25 to 43 feet wide at approximately elevation 648 feet, NAVD88. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

C. Anderson Reservoir's capacity is approximately 90,400 acre-feet, and receives water through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The spillway is located on the north side of the dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The outlet works has the capability to release flows up to 550 cfs through a 49-inch diameter outlet pipe. The outlet works is also connected to the District's treatment plants via the District's in-county transmission system and is used to convey raw water to these plants for treatment. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline).

D. The Anderson Dam Seismic Retrofit Project (ADSRP) was initiated based on findings from the 2011 Seismic Stability Evaluation prepared for the District by the consulting firm of AMEC Geomatrix, Inc. This study indicated there was potential for seismically-induced slope instability and excessive deformation of

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the upstream and downstream sides of the dam due to potentially liquefiable alluvium and lower finer fill. Additionally, this study identified the potential for fault rupture to occur on the Coyote Creek Range Front faults that could damage the outlet works.

E. Planning for the ADSRP began in 2012. The District retained HDR Engineering, Inc. (HDR) to perform the planning phase. During planning, additional dam safety deficiencies were identified including the inadequate outlet works capacity to draw down the reservoir per DSOD requirements, and inability to safely pass the Probable Maximum Flood (PMF), based on an updated PMF hydrologic analysis performed by HDR.

F. The Design Consultant, URS Corporation, DBA URS Corporation Americas, was hired in 2013. The major Project design components identified in the planning phase included a new high-level outlet, new low-level outlet in an oversized tunnel, spillway and dam crest modifications, and upstream and downstream buttresses to stabilize the embankment.

1. During the course of the design phase, additional dam safety deficiencies were identified including embankment transition zone quality, fault rupture across the embankment, and potentially liquefiable soils in the upstream dam embankment. The Design Consultant revised the embankment design approach to mitigate these deficiencies and is working towards acceptance of the redesign by the regulatory agencies.

2. The modified Project calls for the replacement of most of the existing dam with embankments that will meet modern dam safety and performance standards. Much of the material from the existing dam will be reused in the embankment reconstruction. The size of the reconstructed dam will be similar to that of the existing dam. The new dam cross-section will be a compacted, zoned embankment dam with a central impervious clay core. It will include both a triple-layer chimney and horizontal blanket filter/drain/transition zones and compacted gravel shells. These features would address the previously-described dam deficiencies. All the liquefiable material at the base and foundation of the dam will also be removed.

3. By letter dated February 8, 2022, DSOD required that the design capacity objective for the unlined portion of the spillway channel be the Probable Maximum Flood, resulting in the need to extend the lined spillway.

G. By letter dated February 20, 2020, FERC advised the District that, due to the limited outlet capacity at the existing Anderson Dam and the presence of populated areas downstream of the dam, the District must take all measures available to reduce the risk of failure from an earthquake as much as possible until full remediation of the Anderson Dam is accomplished.

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1. FERC specifically directed the District to: (1) maintain the Anderson Reservoir no higher than elevation 565 feet (NAVD88); (2) begin further lowering the reservoir to elevation 490 feet (dead pool) no later than October 1, 2020; and (3) within thirty days from the date of their letter, file with FERC's Regional Engineer, a plan and schedule for the low-level outlet as soon as possible.

2. To comply with the FERC directed interim risk reduction measures, the ADTP (Stage 1) was separated from the ADSRP (Stage 2) as a separate design package and construction contract. The Stage 1 outlet tunnel is being constructed under the ADTP which is expected to be completed by the fall of 2026.

H. An Environmental Consultant, Horizon Water and Environment, LLC, (Horizon), was hired in early 2020. The District retained Horizon to complete the environmental documents drafted by HDR and assist the District in securing environmental regulatory permits. During design, following numerous discussions with FERC and National Marine Fisheries Services (NMFS), it has been determined that post-operation of Anderson Reservoir will need to be addressed as part of the environmental consultation, which is a significant change to the Project's approach and delivery to date. This scope of services was not included in HDR's planning phase agreement and Horizon, having specific expertise in fisheries, was hired to complete the final environmental documents and perform the permitting work.

1. November 1, 2021, Horizon was acquired by Montrose Environmental Group, Inc., and has continued to operate as a separate legal entity and wholly owned subsidiary of Montrose Environmental Group, Inc. since that date.

I. By letter dated May 22, 2023, the Board of Consultants (BOC) recommended consideration be given to an intake tower as an alternate to the sloping intake structure for the low-level outlet given new information on the faulting characteristics of the right abutment.

J. Calero Dam and Guadalupe Dam are operated under DSOD water level restrictions due to seismic concerns. Almaden Dam also operates under a DSOD restriction due to the need to seismically stabilize or reconstruct the intake structure. In a letter dated November 16, 2023, DSOD requested that Valley Water accelerate and complete the design of either CDSRP or GDSRP by July 1, 2026. In the same letter, DSOD downgraded the safety rating of Calero Dam, Guadalupe Dam, and Almaden Dam from Fair to Poor. In response to DSOD's concerns, Valley Water staff conducted a thorough review of the design efforts and explored ways to accelerate project delivery. Valley Water staff proposed a

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new approach that involves segmenting the construction of individual projects, prioritizing the repair of embankments to mitigate the risks that led to reservoir restrictions. It was determined that construction on the embankment retrofit and the spillway replacement can begin without draining the reservoir, if the outlet works construction is deferred at Calero Dam and Guadalupe Dam. Valley Water submitted a revised master schedule for the design and construction of all the dams, including ADIP, to DSOD. On August 24, 2024, DSOD issued a letter to Valley Water accepting the revised master schedule.

K. The Final Environmental Impact Report (EIR) for ADSRP was certified by the Valley Water Board of Directors on February 25, 2025.

L. The list of prequalified contractors approved to bid on ADSRP was published on May 29, 2025. The Valley Water Board of Directors adopted the ADSRP Plans and Specifications on September 23, 2025. Prequalified Contractors were then invited to bid on the ADSRP Construction Contract using the Best Value Procurement Method on September 24, 2025.

III. PROJECT DELIVERY APPROACH (REVISED)

A. The District's Project delivery approach includes retaining independent, separate consulting firms as described below:

1. Project Management Consultant (PMC) firm, Black & Veatch Corporation, or (Project Management Team), Consultant herein, has been retained to assist with the delivery of the Project at the direction of the District.

2. The Planning Consultant (PC or Planning Team) firm, HDR Engineering, Inc., was retained to perform preliminary engineering services and to develop the required draft environmental documents (Draft Environmental Impact Report and Draft Environmental Impact Statement) in support of the Project. The Planning Consultant is responsible for defining deficiencies in existing facilities; defining criteria that provide a basis for engineering solutions to address the deficiencies; development of conceptual engineering solutions that address the deficiencies; and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors (Board).

   HDR Engineering, Inc.'s consultant agreement with the District was amended to reduce its scope, which has now been completed, consistent with HDR's completed Project role. The District's Consultant Agreement with HDR expired on April 30, 2021.

3. The ADSRP Design Consultant (DC or Design Team), URS Corporation, DBA URS Corporation Americas, has been retained to perform

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engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. The DC has been performing engineering support services during the ADTP construction phase and a separate amendment to their agreement will be negotiated prior to the ADSRP construction phase.

4. On September 21, 2023, Amendment No. 3 to Agreement A4325G was executed with Environmental Consultant, Horizon. It significantly reduced the environmental planning and regulatory permitting scope of services to be performed after the September 1, 2023 initial release of the Draft Environmental Impact Report (EIR) for public review.

5. A second Environmental Consultant, Rincon Consultants, Inc. (Rincon), was retained on July 13, 2023, to provide additional resources for technical editing, quality assurance, quality control, finalization of select sections, and document production of the initial Draft EIR sections prepared by Horizon. An amendment to the agreement added scope for Rincon to assist with the initial preparation of response to comments on the Draft EIR and provide technical modeling support of select EIR sections. Rincon also provided draft EIR materials related to air quality, greenhouse gas, and noise impact analyses.

6. A separate Agreement was executed with Rincon Consultants, Inc. (Rincon) effective April 23, 2024, to provide environmental planning and permitting services to produce the Final EIR, complete the CEQA process, support possible environmental documentation required under the National Environmental Policy Act, and perform environmental planning tasks that may arise for other Project environmental approvals.

7. An additional Environmental Consultant (EC or Environmental Team), Stillwater Sciences (Stillwater) has been retained to provide regulatory permitting services, creek restoration modeling and design support for Project conservation measures, federal Endangered Species Act Section 7 consultation for fisheries resources, biological monitoring of fisheries resources for FERC Order Compliance Project environmental compliance, and general environmental support services for fisheries resources topics, as needed.

8. Another Environmental Consultant (EC or Environmental Team), H.T. Harvey and Associates (HT) has been retained to provide state and federal regulatory agency permit application development and processing, Santa Clara Valley Habitat Plan compliance documentation, terrestrial habitat restoration design support, biological monitoring of terrestrial natural resources for FERC Order Compliance Project

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environmental compliance, and general environmental support services for terrestrial natural resources topics, as needed.

9. COWI North America has been retained to perform construction management services during construction of the ADTP (Stage 1); oversee the construction contractor's performance; and coordinate with the other District Consultants during construction.

10. GEI Consultants Inc. (GEI) has been retained as Planning and Environmental Consultant for the Calero Dam Seismic Retrofit Project.

11. Stantec Consulting Services Inc. (Stantec) has been retained as Design Consultant to perform engineering design services in support of the Calero Dam Seismic Retrofit Project (CDSRP), including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase will be negotiated with the CDSRP Design Consultant prior to the construction phase.

12. GEI Consultants Inc. (GEI) has been retained as Planning and Environmental Consultant for the Guadalupe Dam Seismic Retrofit Project (GDSRP). GEI has also been retained as Design Consultant to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase will be negotiated with the GDSRP Design Consultant prior to the construction phase.

13. URS Corporation, DBA URS Corporation Americas, has been retained as Planning, Design and Environmental Consultant for Almaden Dam Improvements Project (ADIP). Engineering support services during the construction phase will be negotiated with this ADIP Consultant prior to the construction phase.

14. GEI Consultants Inc. (GEI) has been retained as the Construction Management Consultant for the ADSRP (Stage 2) to oversee the construction contractor's performance; and coordinate with the other District Consultants during construction.

B. Depending on several factors, such as availability of funding, satisfactory performance by the PMC, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of this Agreement term and subsequent Agreement term extensions

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to include Project Management services during the construction and closeout phases of ADSRP, CDSRP, GDSRP, and ADIP.

1. The performance criteria to be used by the District includes, but is not limited to, the PMC's ability to deliver the technical and management work products, successful implementation of the District's QEMS procedures, record of providing effective stakeholder communication, and ability to guide quality and risk management functions.

2. The Parties negotiated amendments to this Agreement to include Project Management services for other dam seismic retrofit projects (CDSRP, GDSRP, and ADIP) pursuant to Amendment No. 2, Amendment No. 6, and Amendment No. 8.

   Pursuant to Amendment No. 2, Task 11 Supplemental Services was revised to add 11.7 Design and Constructability Reviews for the Calero-Guadalupe Dams (CGD) Seismic Retrofit Projects. Task 12 Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofit Projects was also added in Amendment No. 2.

   Pursuant to Amendment No. 6, Task 11 was modified to only include scope for Supplemental Services for the ADSRP. Task 12 was revised and renumbered to provide for PMC services for CDSRP in Tasks 107-108; PMC Services for GDSRP in Tasks 109-110; and added PMC services for Almaden Dam Improvements Project as new Tasks 111-112.

3. Pursuant to Amendment No. 8, design and construction of the CDSRP was deferred by the Board, so the remaining budget designated for the CDSRP (Task 108) was re-allocated in Amendment No. 8 to the GDSRP. The budget for PMC Services for GDSRP (Task 109 and Task 110) was depleted and required additional budget for the firm to continue performing services from January 2020 to December 2022.

   An administratively approved re-allocation of remaining budget that was in the ADIP (Task 111 and Task 112), and transferred to the ADSRP, was also documented in the Amendment No. 8. Services yet to be performed for ADIP relate to the Phase 2 Spillway Evaluation for which Consultant's support is no longer required.

4. Pursuant to Amendment No. 9, the Consultant performed additional project management services during the planning and design phases for a period of three years, from January 2021 to December 2023. The services provided included those related to new activities conducted per direction from FERC, the BOC, NMFS, and DSOD. The Amendment also extended the Agreement duration to provide time for Consultant to perform project management services during review of the final design

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documentation by DSOD, FERC, and other permitting agencies, and implemented administrative revisions to the Agreement.

5. Pursuant to Amendment No. 10, the term of the Agreement was extended from December 31, 2023 to November 15, 2024 to allow Consultant to continue to perform project management services during the planning and design phases of the ADSRP and construction phase of the ADTP.

6. Amendment No. 11 provides for the Consultant to perform project management services during the ADSRP and CDSRP design phase from November 2024 to April 2026. The services include new activities or project management services during the construction contractor procurement process for ADSRP and support for CDSRP during the design and environmental compliance and permitting phase.

7. Amendment No. 12 provides for the Consultant to perform project management services during the ADSRP construction phase from April 2026 through October 2028. The services include new activities or project management services during the construction contractor procurement process for ADSRP.

8. The scope of services for Agreement has been amended to close out completed tasks and modify the scope of services for the ADSRP, CDSRP, GDSRP, and ADIP. Additionally, Amendment No. 12 will extend the Agreement expiration date by thirty months, incorporate administrative updates for the ADSRP, the CDSRP, the GDSRP, and the ADIP, all projects included in this Agreement.

C. Regardless of the assessment by District of PMC's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope of services, as well as reserves the right to reduce or remove the scope of services.

IV. PROJECT OBJECTIVES FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (REVISED)

A. The District’s objectives for the ADSRP include:

1. Stabilize the dam embankment for the Maximum Credible Earthquake (MCE) on the Calaveras and Coyote Creek Range Front Faults;

2. Mitigate the risk of embankment failure due to fault rupture;

3. Modify the existing spillway and/or raise the dam crest and make other modifications as required to accommodate the Probable Maximum Flood

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(PMF);

4. Replace the outlet works to mitigate the potential fault rupture risk from the MCE on the Coyote Creek-Range Front fault zone; meet current State of California Department of Water Resources, Division of Safety of Dams (DSOD) emergency drawdown flow requirements, and provide additional flood management flow requirements for District's use; and

5. Correct other dam safety deficiencies that are identified during the Design and Construction Phase of the Project.

B. The District's objectives for the CDSRP include:

1. Stabilize the Calero Dam embankments for the Maximum Credible Earthquake;

2. Modify or replace the outlet works if determined to be inadequate;

3. Modify the spillway or increase the freeboard of the Calero dams for safe passage of the Probable Maximum Flood (PMF);

4. Design the outlet pipe and tunnel capacity to support a potential future expansion of the reservoir storage;

5. Remove or relocate the Bailey Ranch structures and breach Fellow's Dike; and

6. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.

C. The District's objectives for the GDSRP include:

1. Stabilize the Guadalupe Dam embankment to withstand a Maximum Credible Earthquake (MCE);

2. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);

3. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements;

4. Relocate the Guadalupe Dam intake structure out of the upstream berm in a timely manner; and

5. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.

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D. The District's objectives for the ADIP include:

1. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);

2. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements; and

3. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.

E. At the direction of the District, the PMC will assist the District with delivery of the ADSRP by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives for the Project as follows:

1. Resolve the seismic deficiencies per DSOD/ Federal Energy Regulatory Commission (FERC) standards;

2. Meet the District's Dam maintenance and operational requirements;

3. Meet the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures and guidelines;

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 and FERC;

6. Result in the District's Board of Directors, FERC, and DSOD approving Project decisions.

F. At the direction of the District, the PMC will assist with the delivery of the CDSRP, the GSRP, and ADIP by providing administrative, and if needed, technical review of phase consultant deliverables to support the District's Project Manager as outlined in this Scope of Services.

V. GENERAL ASSUMPTIONS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (UNCHANGED)

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VI. GENERAL CONDITIONS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (REVISED)

A. At the direction of the District, the PMC is required to work closely and collaborate with the Design, Planning, Environmental Consultants, Construction Management Consultants, District Management, and District engineering, environmental, operations, and maintenance staff to gain the necessary understanding of the District's requirements, needs, operational constraints and preferences, so as to address and complete key milestones and deliverables associated with the Project objectives.

B. The PMC is responsible for performing this Scope of Services in compliance with all applicable federal, state, local, and District regulatory standards and guidelines.

C. The PMC shall use California State Licensed Contractors, Engineers, and Surveyors to perform the work appropriate to their licensing that is described in this Scope of Services. The PMC shall make available upon request by the District, qualifications, and licensing of personnel used in execution of the work.

D. The PMC shall use Microsoft Office software and versions of applications for word processing, spreadsheets, scanned documents, and the latest version of Computer Aided Drafting and Design (CADD) applications (if drawings/plans are included) that meets District software application standards used at the time(s) the services are performed.

E. The PMC shall submit deliverables in both electronic and, if requested in hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation, and submitted in 5 (five) copies, when requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

1. Valley Water Standardization Requirements

   a) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) the services are performed.

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b) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by Consultant.

F. Geospatial Information System (GIS) data and deliverables shall comply with the District's Standards for GIS products.

G. PMC shall follow the District's procedures and work instructions including the District's QEMS procedures and guidelines unless otherwise instructed by the District's Project Manager.

H. The District will facilitate access to District facilities as required for the PMC to complete this Scope of Services.

VII. PROJECT TASKS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (REVISED)

Project Tasks included in this Scope of Services are described in detail in this Section. The task structure established for the original Agreement, and in place for Amendments No. 1 through 5, was completely revised in Amendment No. 6 to appropriately consolidate services for the Anderson Dam Seismic Retrofit Project and to add particular tasks relating only to the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project and the Almaden Dam Improvements Project.

As shown in the Revised Task Descriptions table (Retitled and Revised), multiple original tasks were grouped into a single task; certain tasks were renumbered; and new tasks were added. Existing tasks were modified as well as renumbered.

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SCOPE OF SERVICES

REVISED TASK DESCRIPTIONS (REVISED)
AMENDMENT NO. 2 THROUGH AMENDMENT NO. 9

Amendment No. 2			Amendments No. 6	Amendments No. 9	
		Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project			
Task No.	**Task Description**	**Task No.**	**Task Description**	**Task No.**	**Task Description**
1	Project Management and Capital Project Delivery	101	Project Management and Administration	101	Project Management and Administration
2	Coordination and Communication				
3	Administrative Work				
6	Agreements, Contracts and Services				
7	Implement Value Engineering/ Constructability Review	102	Technical Review and Quality Control	102	Quality Assurance and Quality Control
8	Quality Assurance and Quality Control				
5	Stakeholder Engagement	103	Regulatory, Permitting & Environmental Coordination	103	Regulatory, Permitting & Environmental Coordination
4	Public Outreach	104	Public Outreach	104	Public Outreach
9	Board of Consultants	105	Board of Consultants Coordination	105	Board of Consultants Coordination
10	Interim Safety Measures (Not Used)	-	Not Used	-	Not Used
11	Supplemental Services	106	Supplemental Services for ADSRP	106	Supplemental Services for Anderson Dam Seismic Retrofit Project
12	Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofits Project[1]		**Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project**		
		107	PMC Services for Calero Dam Seismic Retrofit Project[2]	107	PMC Services for Calero Dam Seismic Retrofit Project
		108	Supplemental Services for Calero Dam Seismic Retrofit Project[2]	108	Supplemental Services for Calero Dam Seismic Retrofit Project
			Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		
		109	PMC Services for Guadalupe Dam Seismic Retrofit Project[2]	109	PMC Services for Guadalupe Dam Seismic Retrofit Project

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<table>
<tr><th colspan="2">Amendment No. 2</th><th colspan="2"></th><th colspan="2">Amendments No. 6</th><th colspan="2">Amendments No. 9</th></tr>
<tr><td></td><td></td><td colspan="2">110</td><td colspan="2">Supplemental Services for Guadalupe Dam Seismic Retrofit Project[2]</td><td>110</td><td>Supplemental Services for Guadalupe Dam Seismic Retrofit Project</td></tr>
<tr><td rowspan="3"></td><td rowspan="3"></td><td colspan="6">Tasks 111 thru 112 - Almaden Dam Improvements Project</td></tr>
<tr><td rowspan="2">Provide Project Management Services for Almaden Dam Improvements Project – NEW[2]</td><td>111</td><td>PMC Services for Almaden Dam Improvements Project</td><td>111</td><td>PMC Services for Almaden Dam Improvements Project</td></tr>
<tr><td>112</td><td>Supplemental Services for Almaden Dam Improvements Project</td><td>112</td><td>Supplemental Services for Almaden Dam Improvements Project</td></tr>
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NOTES

1. Amendment No. 2: added new Task 11.7 Supplemental Services, Design and Constructability Reviews for the Calero Dam Seismic Retrofit Project, and Guadalupe Dams Seismic Retrofit Projects and added Task 12 Provide Project Management Assistance for Calero Dam Seismic Retrofit Project and Guadalupe Dams Seismic Retrofits Project.
2. Amendment No. 6: revised and renumbered Tasks 1-12: Task 11 scope was modified to only pertain to the ADSRP; Task 12 was renumbered 101-110; and Task 12 was revised to add Tasks 111-112 for PMC Services for the Almaden Dam Improvements Project.
3. Amendment No. 8: revised the Scope of Services for Tasks 101-112 and retitled Task 102. Although the term of the Agreement was extended to June 30, 2022, the budget was allocated only up to December 31, 2020.
4. Amendment No. 9 used same task titles as Amendment No. 8.

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REVISED TASK DESCRIPTIONS (REVISED)
AMENDMENT NO. 11 AND AMENDMENT NO. 12

	Amendment No. 11		Amendment No. 12	
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project				
Task No.	**Task Description**		**Task No.**	**Task Description**
101	Project Management and Administration		101	Project Management and Administration
102	Technical Review and Quality Control		102	Quality Assurance and Quality Control
103	Regulatory, Permitting & Environmental Coordination		103	Regulatory, Permitting & Environmental Coordination
104	Public Outreach		104	Public Outreach
105	Board of Consultants Coordination		105	Board of Consultants Coordination
106	Supplemental Services for ADSRP		106	Supplemental Services for Anderson Dam Seismic Retrofit Project
	Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project			
107	PMC Services for Calero Dam Seismic Retrofit Project[2]		107	PMC Services for Calero Dam Seismic Retrofit Project
108	Supplemental Services for Calero Dam Seismic Retrofit Project[2]		108	Supplemental Services for Calero Dam Seismic Retrofit Project
	Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project			
109	PMC Services for Guadalupe Dam Seismic Retrofit Project[2]		109	PMC Services for Guadalupe Dam Seismic Retrofit Project
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project		110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project
Tasks 111 thru 112 - Almaden Dam Improvements Project				
Provide Project Management Services for Almaden Dam Improvements Project	111	PMC Services for Almaden Dam Improvements Project	111	PMC Services for Almaden Dam Improvements Project
	112	Supplemental Services for Almaden Dam Improvements Project	112	Supplemental Services for Almaden Dam Improvements Project

NOTES
1. Amendment No. 10 was a time only extension amendment.

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TASKS 101 THROUGH 106 - ANDERSON DAM SEISMIC RETROFIT PROJECT

Task 101 - Project Management and Administration (REVISED)

The PMC will assist with project management and capital project delivery tasks including but not limited to: updating the Project Plan and the Project Work Plan; preparing monthly Project reports; assisting with the preparation of the Change Management Memorandum; maintaining the Project Files; providing oversight management of the planning and design phase work; and managing the transition reporting process between the phases of work for Project continuity..

Task 101.A - Implement Capital Project Delivery (REVISED)

101.A.1 Assist the District's Project Manager in the preparation of project Change Management Memoranda (assume update twice per year) (DELETED).

101.A.2 Assist the District's Project Manager to update the Project Plan (assume update twice per year) (DELETED).

101.A.3 Track and manage the District-approved Project Plan (DELETED).

101.A.4 Assist the District's Project Manager with preparation of the annual updates to the Project Management Work Plan (DELETED).

101.A.5 Routinely monitor and track schedule. Assist the District's Project Manager with updates to the Master Project Schedule.

101.A.6 Assist the District's Project Manager with annual updates to the Cost Management Plan, when requested.

101.A.7 Support the District's Project Manager with compliance with EPA's WIFIA Loan requirements as it applies to the PMC contract and as requested by the District (NEW).

Task 101.B - Assist in Providing Oversight Management for Planning Consultant's Scope of Services (COMPLETED)

101.B.1 Maintain open dialogue with the Planning Consultant (PC) to review the progress of the PC's scope of services and to address any questions or requests for information that may pertain to the PC's scope of services.

101.B.2 Conduct monthly management meetings on an as-needed basis with the Planning Consultant to review overall performance compared with the Planning Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve

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any outstanding issues that may be necessary to keep the work on track.

101.B.3 Respond to requests for information and/or clarification sent by the Planning Consultant that require District input for purposes of progressing the work.

101.B.4 Monitor Planning Consultant's progress to verify conformance to the Project Work Plan.

101.B.5 When requested, assist the District with the management of the Planning Consultant's Agreement.

Task 101.C - Assist in Providing Oversight Management for Design Consultant's Work - COMPLETED

101.C.1 Maintain open dialogue with the Design Consultant to review the progress of work and to address any questions or requests for information that may pertain to the progress of the work.

101.C.2 Conduct monthly management meetings with the Design Consultant to review overall performance compared with the Design Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

101.C.3 Prepare for and conduct Design Review Workshops at the 30% and 60%, levels of design completion.

101.C.4 Respond to requests for information and/or clarification sent by the Design Consultant that require District input for purposes of progressing the work.

101.C.5 Monitor Design Consultant's progress to verify conformance to their Project Work Plan.

101.C.6 When requested, assist the District with the management of the Design Consultant's Agreement.

Task 101.D - Assist with the Preparation of the District Contract Administration System (CAS) Process Documents (DELETED)

Task 101.E - Communications Plan (REVISED)

101.E.1 Assist the District's Project Manager with updates to the Project Communications Plan. Coordinate Plan updates with Tasks 101 and 105, if requested.

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Task 101.F - Coordinate with District Management (REVISED)

101.F.1 Maintain routine contact and communication with the District's Project Manager including preparation and participation in weekly administrative and technical briefings .

101.F.2 Assist with preparation of Monthly Project Status Reports and when requested, participate in monthly meetings with the Dam Safety and Capital Delivery (DSCD) Deputy Operating Officer (DOO).

101.F.3 Conduct monthly environmental briefings with the District's Project Manager (COMPLETED).

101.F.4 Review and assist in approving Phase Consultants' monthly reports and recommending District approval of the undisputed amounts associated with their monthly invoices.

Task 101.G - Coordinate with District Operations and Maintenance (O&M) and Environmental Staff (COMPLETED)

101.G.1 Solicit administrative and technical requirements from District O&M and Environmental staff and verify that the requirements have been addressed.

101.G.2 Maintain liaison with District O&M and Environmental staff as end user/customer.

101.G.3 Solicit O&M and Environmental staff input during Value Engineering (VE) and constructability reviews.

101.G.4 Receive O&M and Environmental staff input on potential safety and environmental concerns/considerations.

101.G.5 Assist District's Project Manager in conducting monthly Project briefings with District O&M and Environmental staff, when requested.

Task 101.H - Coordinate with District Counsel (DELETED)

Task 101.I - As Needed Project Management Support for District Project Manager (REVISED)

101.I.1 Provide project management, coordination, advice, and support to the District Project Manager on an as-needed basis.

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Task 101.J - As Needed Administrative Support for District Project Manager (REVISED)

101.J.1 The PMC will provide administrative support to the District's Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes.

Task 101.K - Establish and Maintain a Project-specific Document Control System (REVISED)

101.K.1 Prepare annual updates to the Document Control Management Plan, as requested.

101.K.2 Provide a Project-level file sharing system for transferring files to and from parties external to the District. The PMC plans to use the web service www.ibackup.com or other similar file transfer service (COMPLETED).

101.K.3 Manage internal District files on the District's network (P drive) using a file structure approved by the District's Project Manager.

101.K.4 Implement hard copy filing system in District offices using a file structure that mirrors the District's P drive, as determined by District Project Manager.

101.K.5 Prepare and distribute document control system reports and logs on request.

101.K.6 During construction and as requested, support the District's use of Projectmates file sharing to transfer all required documents to the P-drive and, when requested, other related administrative support (New)

Task 101.L - Maintain Project Correspondence and Meeting Logs (UNCHANGED)

101.L.1 Maintain Project-level correspondence logs and meeting logs. Provide monthly updates of the tracking logs.

Task 101.M - Assist with Preparation and Presentation of Reports to District Board of Directors (Board) (DELETED)

101.M.1 Assist with preparation and presentations on Project-level status reports to the District's management, internal stakeholders and Board (assume twice per year).

101.M.2 Assist with the preparation of agenda packages for Board meetings.

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101.M.3 Assist with the preparation of Chief Executive Officer (CEO) bulletins.

101.M.4 Assist with the preparation of responses to Board questions and monthly Board Fact Sheets, as requested by District.

101.M.5 Prepare meeting notes and action items.

Task 101.N - Risk Management Plan (REVISED)

101.N.1 PMC Risk Manager to update and coordinate Risk Management Plan.

101.N.2 Prepare and maintain a risk register that includes potential costs and schedule consequences to the Project and plans for mitigation.

101.N.3 Conduct project risk review workshops with the Design and Environmental Consultants and District staff. Perform quarterly updates to the risk register until the formal handoff of the risk register to the Construction Management Consultant.

101.N.4 Develop mitigation plans for key risks in conjunction with the District and its Phase Consultants. For each risk item, document and manage the mitigation through the Design Phase of the Project. Develop probabilities of occurrence with cost and schedule consequences for key risks. Make recommendations to the District on key risks that cannot be effectively mitigated in Design.

101.N.5 Mitigation Plans for key risks will be developed for up to 6 items agreed to in discussion with the District. Mitigation Plans currently anticipated to include at a minimum: stability within the reservoir rim; diversion-related flood risks during construction; borrow source availability; unforeseen geologic conditions.

101.N.6 PMC Risk Manager and additional staff shall attend and participate in quarterly risk register meetings with the Contractor and Valley Water, facilitated by the Construction Management Consultant.

Task 101.O - Geospatial Information System (GIS) Integration and Standards (UNCHANGED)

101.O.1 Provide GIS support in the preparation of presentation materials as well as specialized GIS based analysis for the District’s use.

Task 101.P ADSRP Construction Contractor Procurement Support (REVISED)

101.P.1 Provide project management, coordination, advice, and support regarding procurement of the ADSRP construction contractor based on Best Value criteria, as needed (COMPLETED).

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101.P.2 Provide support during the construction contractor procurement prequalification process and Request for Technical Proposals and Bid Price process, as requested by District's Project Manager (COMPLETED).

101.P.3 Provide support managing the construction contractor procurement process and documenting key decisions (COMPLETED).

101.P.4 Assist in the development of the Invitation to Bid document and other relevant supporting documents.

101.P.5 Provide Bid/Award Support, including assistance with contractor question responses and addenda.

101.P.6 On an as needed basis, support the District's Project Manager with (a) interpretation and/or clarification of the construction contract and (b) development of responses to contractor's potential or submitted non-technical claims (NEW).

Task 101.Q - Assist in Providing Construction Management Consultant's Work Surveillance - NEW

101.Q.1 Maintain open dialogue with the Construction Management Consultant to review the progress of work and to address any questions or requests for information that may pertain to the progress of the work.

101.Q.2 Participate in quarterly management meetings with the Construction Management Consultant to review overall construction progress compared with the Contractor's Schedule of Values; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

101.Q.3 Prepare for and conduct annual joint lessons learned from the recently completed construction season/preparations for the upcoming construction season.

101.Q.4 When requested, respond to requests for information and/or clarification sent by the Construction Management Consultant that require District input for purposes of progressing the work.

101.Q.5 Support the District's Project Manager with monitoring the Construction Management Consultant's progress and compliance with their Agreement's Scope of Services.

101.Q.6 When requested, attend construction meetings between the Construction Management Consultant and the Construction Contractor.

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Task 101 Assumptions (REVISED)

1. The Planning, Environmental, Design, and Construction Management Consultants will be responsible for updates to their individual Project Work Plans. And, this Appendix One serves as the PMCs Project Work Plan.

2. Not all routine and/or Project related electronic mail (E-mail) correspondence will be included in the Project-specific Document Control system or log. Documents will only be included when the preparer specifically transmits an electronic document or e-mail directly to PMC's Document Control for inclusion into the Project's document control system that is now on the P-drive.

3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.

4. District is responsible for payment of all permit fees directly to the applicable agency.

5. The level of effort to support Task 101 is based on the Agreement's Section IV.

Task 101 Deliverables (REVISED)

1. Project Plan updates (DELETED)
2. Updates to the Project Management Work Plan and Cost Management Plan, when requested.
3. Cost reports, when requested.
4. Updates to the Master Project Schedule, when requested.
5. Mitigation Plans for Key Risks when requested. (DELETED)
6. Updates to the Risk Management Plan when requested. (COMPLETED)
7. Risk Register (COMPLETED)
8. Updates to the Project Communication's Plan when requested. (COMPLETED)
9. Monthly Environmental Briefing Agendas when requested. (COMPLETED)
10. Board agenda packages and presentation materials (DELETED)
11. Updated Document Control Plans when requested. (COMPLETED*)*
12. DELETED
13. DELETED*.* TASK MOVED TO TASK 103 Regulatory, Permitting, & Environmental Coordination
14. Document control system reports and logs when requested.
15. Correspondence and meeting logs when requested.
16. Draft and final agendas for Monthly Management Meetings and Design Review Workshops (COMPLETED).
17. Draft and final meeting records (notes and action items) from Monthly Management Meetings and Design Review Workshops (COMPLETED).

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18. Letters of transmittal and/or memoranda transmitting information and/or providing clarifications to questions or information requests made by the Phase Consultants (COMPLETED).
19. Draft and final documents relating to the ADSRP construction contractor procurement prequalification process and Request for Technical Proposal and Price process, based on implementing the Best Value method.

Task 102 - Quality Assurance and Quality Control (REVISED)

PMC will maintain the Project's quality assurance and quality control (QA/QC) plan, as well as prepare their own QA/QC plan for their own deliverables. At the direction of the District's Project Manager, the PMC will confirm the Design Consultant deliverables comply with the Phase Consultants QA/QC processes and procedures, and the District's QEMS procedures, pursuant to Agreement A3676A with URS Corporation Americas.

Technical reviews and Audits of Environmental, Design, and Construction Management Consultant, and Contractor deliverables or submittals may be requested at the direction of the District's Project Manager.

As requested by the District Project Manager, the PMC will also perform Value Engineering (VE) and Constructability reviews.

Task 102.A - Maintain Project's Quality Assurance Quality Control (QA/QC) Plan (REVISED)

102.A.1 Maintain a Project QA/QC Plan in accordance with District requirements. Update the QA/QC Plan on an annual basis to reflect any changes in process and/or technical work subject to compliance with the Plan (COMPLETED).

102.A.2 When requested by the District's Project Manager, conduct audits of Project Management, Design Phase, and Contract Management Consultant's Compliance with the requirements of the QA/QC Plan. Prepare brief memoranda that summarize outcomes of the audits.

Task 102.B - Project Management Consultants' Compliance (UNCHANGED)

PMC will prepare a QA/QC plan documenting their procedures to ensure their services and deliverables meet the District's QEMS, as well as accepted practices and standards of their own profession. District reserves the right to request and review the PMC documentation demonstrating their adherence with their own quality assurance procedures.

Task 102.C - Planning Consultant's Project Deliverables QA/QC Compliance (REVISED)

102.C.1 When requested by the District's Project Manager, review Environmental

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Consultant's Project deliverables according to the Planning Consultant's Agreement with the District to verify conformance to the agreed to scope of services. Review shall include the following:

a. Verify that deliverables conform to the District's QEMS and Project Requirements.

b. Verify that deliverables meet quality, schedule, and budget objectives.

c. Coordinate with District staff and provide consolidated comments to the Planning Consultant on its work products.

102.C.2 Review of Environmental Consultant deliverables will include an initial cursory review of in progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL submittals including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resources, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Administrative (Draft) EIR outline, Administrative (Draft) EIR. (COMPLETED)

Task 102.D - Design Consultant's Deliverables QA/QC Compliance (REVISED)

102.D.1 When requested by the District's Project Manager, review Design Phase Consultant's Project deliverables according to the Design Consultant's Agreement with the District to verify conformance to the agreed to scope of services.

a. Verify that deliverables conform to the District's QEMS and Project Requirements.

b. Verify that deliverables meet QA/QC processes and procedures, schedule, and budget objectives.

c. Coordinate with District staff and provide consolidated comments to the Design Consultant on its work products.

102.D.2 When requested by the District's Project Manager, review of Design Consultant deliverables shall include an initial cursory review of all in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including, but not limited to review of the following documents: Geotechnical Data Report, Geotechnical investigation Work Plans / Drilling Program Plans, Test Fill Work Plan, Test Fill TM, Design Criteria Memorandum, Embankment Stability, Embankment Deformation and Settlement Analyses, Foundation

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and Embankment Seepage, Geotechnical Characterization Report, Geotechnical Baseline Report, Reservoir Operations, Material Development and Handling, Cofferdam, TM, Coyote Creek Modification Alternatives Analysis TM, Monte Carlo Analysis of Critical Patch of Construction Schedule, Spillway Hydraulics TM, Embankment Basis of Design, Outlet Works Basis of Design, Embankment Instrumentation TM, Spillway Basis of Design TM, Outlet Works Basis of Design, Basis of Design Report, Civil, Roads and Utilities technical memoranda, NOA and Metals Evaluation Report, Construction Sequencing Plan, Comment Resolution Document, Bid Sheet, Construction Permit Framework Document, Commissioning, Training and Maintenance Plan, Design to Construction Phase Transition Report.

102.D.3 When requested by the District's Project Manager, review of Design Consultant design submittal deliverables shall include review and written comments the DRAFT, REVISED DRAFT and FINAL SUBMITTALS. [30%, 60%, 90%, 100%, Final, and Bid Set Plans, Specifications, and Estimates (PS&E) submittals].

102.D.4 When requested by the District's Project Manager, review of Design Consultant's construction Change Orders (COOs) for both technical and/or spec. compliance.

Task 102.E - Technical Consultation and Support (REVISED)

102.E.1 When requested by the District's Project Manager, the PMC will provide management and/or technical consultation, advice, and support.

102.E.2 When requested by the District's Project Manager, support the review of the Construction Contractor's proposed alternative technical concepts or "value engineering substitutions".

Task 102.F - Arrange and Conduct Value Engineering (VE) Sessions (COMPLETED)

VE session will include 6 technical experts selected by the PMC including a facilitator and will include 40 hours per participant for background review of Project documents, 3-day workshop including site visit and preparation and submittal of a technical report summarizing recommendations. The VE session will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.

102.F.1 Conduct a VE session of the proposed statement of work during the Design Phase.

102.F.2 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.

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Task 102.G - Arrange and Conduct Constructability Review (COMPLETED)

The Design Consultant has completed a constructability review of the embankment production rates for the 60% design. The PMC will reference and incorporate the Design Consultant's information and perform the constructability review for remainder of the entire Project.

PMC's constructability reviews will include 4 construction management professionals or contractors selected by the PMC and agreed upon by the District. The constructability review will include 40 hours per participant for background review of Project documents, 2-day workshop including site visit and preparation and submittal of a technical report summarizing recommendations.

102.G.1 Conduct Constructability Reviews at the 60% design completion milestone.

102.G.2 Prepare draft and final 60% Constructability Review Memoranda.

Task 102.H - Independent Contractor Style, Cost, and Schedule Estimate (DELETED)

Task 102.I - Potential Failure Mode Analysis Workshop (COMPLETED)

102.I.1 Facilitate a Potential Failure Mode Analysis (PFMA) following submission of 60% design documents following FERC guidelines to identify failure modes of the proposed retrofit project to inform design. The PFMA shall be two days in length not including one day to review applicable Project information and a half-day site visit for attendees.

102.I.2 Prepare a PFMA questionnaire and a report summarizing the results of the workshop.

Task 102.J - Construction PFMA Workshop (REVISED)

102.J.1 PMC will facilitate a FERC-required Construction Potential Failure Mode Analysis (PFMA) Workshop following award of the ADSRP construction contract to identify failure modes of the proposed retrofit Project during construction to inform the contractor of major risks of sequencing of the work. The Construction PFMA Workshop shall be three days in length including a half-day site visit for attendees. PMC will coordinate issuing relevant documents to all attendees at least two weeks in advance of the workshop.

102.J.2 Prepare Construction PFMA report summarizing the results of the workshop.

102.J.3 Support the transition of the design-phase risk management process to the construction phase risk management the Construction Management

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Consultant will then lead and be responsible for the implementation of the construction phase risk management process. This includes participation at quarterly risk review meetings led by the Construction Management Consultant (NEW).

Task 102.K – Construction Management Consultant's Deliverables QA/QC Compliance (NEW)

102.K.1 When requested by the District's Project Manager, support the District's Project Manager in the review of Construction Management Consultant's Project deliverables according to the Construction Management Agreement with the District to verify conformance to the agreed to scope of services.

102.K.2 Verify that deliverables conform to the District's QEMS and Project Requirements.

102.K.3 QA reviews of monthly status and other compliance reports.

102.K.4 Verify that deliverables meet QA/QC processes and procedures, schedule, and budget objectives.

102.K.5 Coordinate with District staff and provide consolidated comments to the Construction Management Consultant on its work products.

102.K.6 When requested by the District's Project Manager, support the District's Project Manager in the review of Construction Management Consultant deliverables will include an initial cursory review of all in-progress draft documents. Additional reviews and written comments will be provided for the submitted draft and final documents including, but not limited to review of the following documents:

a. Annual Construction Management Work Plans,

b. Preconstruction Phase: Various templates being developed that range from the FERC-required Monthly Progress Reports, Construction Risk Register (refer to Task 102J), Construction QCIP, to forms and logs to be used for submittals, reporting progress, non-compliance, etc.

c. Construction Phase: Independent review and/or audit of daily and/or weekly inspection summaries, environmental compliance with the ECMP, 6-month, technical performance and system audits, tracking logs (e.g., deficiency list, non-conformance) and monitoring key performance metrics related to the use of Projectmates (e.g., trends related to RFI and submittal completion, resolution of critical items). These services will focus primarily on compliance with the Construction Management Consultant's approved plans and/or commitments, but can, upon request,

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include technical reviews and/or audits.

102.K.7 When requested by the District's Project Manager, support the District's Project Manager with additional construction oversight resources of the Construction Management Consultant. This may include special assignments in response to an area of concern and/or audits of specific areas or functions being performed by the Construction Management Consultant.

Task 102.L – Contractor's Design Deliverables & Submittal QA/QC Compliance (NEW)

102.L.1 When requested by the District's Project Manager, support the District's Project Manager and Design Consultant's review of contractor's preliminary through final design for those bid items that were indicative priced at the time bids were tendered. This may also include rendering opinions when the Design Consultant and the Contractor have different interpretations of the contractual requirements.

102.L.2 When requested, support the District's Project Manager and Design Consultant's review of contractor's technical submittals for compliance with the applicable specifications. This may also include rendering opinions when the Design Consultant and the Contractor have different interpretations of the contractual requirements.

102.L.3 When requested, support the District's Project Manager with shop inspections and/or resolving procurement support issues that may arise between the Construction Contractor and the Design Consultant.

102.L.4 When requested, support the District's Project Manager in evaluating the Construction Management Consultant's recommendations related to a Construction Contractor requested Change Order or Claim. This may also include rendering opinions when the Construction Management Consultant and the Contractor have different interpretations of the contractual requirements.

102.L.5 When requested, support the District's Project Manager with additional construction oversight resources of the Construction Contractor when such services are outside of the Construction Management Consultant's scope of services or will augment their resources given many construction activities will require coverage over multiple shifts. This may include special assignments, as identified by the District, and in response to an area of District's concern and/or audits of specific areas or functions being performed by the Construction Contractor.

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Task 102 Assumptions (REVISED)

1. Planning, Design, and Construction Management Consultants are responsible for their own quality control of their services including deliverables. PMC has an oversight function to verify Planning, Design, and Construction Management Consultants are following their established QA/QC procedures.

2. Value Engineering and Constructability Review sessions will be conducted in District offices or otherwise as directed by District (COMPLETED).

3. The PMC will provide a facilitator and a recorder for both the PFMA and the Construction PFMA workshops. Key staff from the PMC team will also attend the workshops.

4. The level of effort to support Task 102 is based on the Agreement's Section IV.

Task 102 Deliverables (REVISED)

1. Annual updates to the Project QA/QC Plan
2. Compliance audit memoranda
3. Quality Review Form (QRF) documenting comments to (a) Environmental Consultant deliverables; and QRF documenting comments on Design Consultant deliverables
4. Value Engineering session agenda and session (COMPLETED)
5. Value Engineering draft and final report (COMPLETED)
6. Constructability review agenda and session (COMPLETED)
7. Constructability Review Memoranda, draft and final (COMPLETED)
8. Contractor Style, Cost, and Schedule Estimate (DELETED)
9. PFMA Questionnaire and Report (COMPLETED)
10. Construction PFMA Report

Task 103 - Regulatory, Permitting, & Environmental Coordination (REVISED)

When requested, assist the District's Project Manager with the regulatory, permitting and environmental coordination efforts with input from Planning, Environmental, Design, and Construction Management Consultants as well as from other District business units for (a) the planning and design level geotechnical investigations (COMPLETED), and (b) coordination with dam safety regulators. Both may include participation at regulatory meetings when requested by the District's Project Manager.

Task 103.A - Stakeholder Engagement Plan (DELETED)

103.A.1 Provide annual updates to information contained in the Stakeholder Engagement Plan.

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Task 103.B - Develop, Track, and Monitor Stakeholder Issues (DELETED)

103.B.1 Maintain the stakeholder database that includes key contact information and records outcomes of discussions and needs for follow-up and actions on the part of the District.

103.B.2 Log, process, and track all stakeholder correspondence.

103.B.3 Assist in tracking stakeholder issues.

Task 103.C - Coordination Assistance with DSOD and FERC (REVISED)

PMC will assist the District with coordination with the DSOD and FERC as follows:

103.C.1 Participate in regular coordination meetings with District staff and representatives of the DSOD and FERC. Prepare and distribute meeting records, including key discussion points and action items.

103.C.2 Facilitate and coordinate comment responses with the DSOD and FERC on key work products.

103.C.3 Attend quarterly meetings with DSOD and/or FERC staff at their offices to review key work products. Prepare slide deck and maintain meeting records that summarize key discussion points and action items (DELETED).

103.C.4 When requested by the District's Project Manager, prepare draft correspondence to DSOD/FERC.

103.C.5 Assist District's Project Manager coordination with FERC Regional Engineer.

103.C.6 Assist District's Project Manager coordination with DSOD Regional Engineer.

Task 103.D - Coordination Assistance with Environmental Resource Agencies (UNCHANGED)

When requested by the District:

103.D.1 Coordinate work with Federal Energy Regulatory Commission Division of Hydropower Administration and Compliance (FERC DHAC), Army Corps of Engineers (COE), National Marine Fisheries (NMFS), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), and the California Office of Historic Preservation– (COMPLETED)

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103.D.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed– (COMPLETED).

103.D.3 Prepare draft correspondence for District use– (COMPLETED).

103.D.4 Prepare draft agreements with environmental resource agencies, as required – (DELETED).

103.D.5 When requested by the District's Project Manager, participate in Project-level meetings with environmental resource agencies.

103.D.6 Work with the District to develop a resource agency contact database (DELETED).

103.D.7 Assist District's Project Manager in coordination with agency representatives.

Task 103.E - Assist with the District's Non-Environmental Regulatory Permit Application to State, Local, and Other Agencies (REVISED)

PMC will provide support to the District as follows:

103.E.1 Prepare and maintain a permit database including list of agency contacts, types of application forms, and target milestones for acquiring permits. Administrative and encroachment permits could be required from the City of Morgan Hill, County of Santa Clara Roads and Airports Department, County of Santa Clara Parks and Recreation Department, and similar municipal type agencies (DELETED).

103.E.2 When requested by the District's Project Manager, support the District with permit applications by providing technical information and documentation in support of permits.

103.E.3 When requested by the District's Project Manager, support District in preparation of various agency agreements, such as could be required for utility service in support of construction; utility relocation or accommodation; and real estate acquisition.

103.E.4 When requested by the District's Project Manager, review and comment on non-environmental agency studies, reports, technical memoranda and contract documents to determine potential conflicts with Project.

103.E.5 When requested by the District's Project Manager, provide Geospatial Information System (GIS) services in support of Non-Environmental Regulatory Permit/Agreement applications.

a. Develop and maintain GIS database of Project data, including:

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(1) Existing facilities based off of existing available information

(2) Design components

(3) Property boundaries and ownership information

(4) Santa Clara County Parks and Recreation features

(5) Construction easements and temporary closures

(6) Temporary impacts

(7) Restoration improvements

b. Verify compliance with the Project's GIS Data Management Plan and ensure the data and GIS-based deliverables comply with the District's GIS Standards.

Task 103 Assumptions (REVISED)

1. DSOD meetings will be conducted in Sacramento, California in one day that includes both meeting participation and travel to and from District offices. For the FERC meetings, these meetings shall be conducted in San Francisco for a total of six hours that includes both meeting participation and travel time to and from District offices.

2. Meetings with each of the environmental resource agencies (FERC DHAC, COE, NMFS, USFWS, CDFW and RWQCB) will be held up to twice per year. These meetings will be conducted either by conference call or at locations approved by the District's Project Manager in half a day, including travel time to and from District offices.

3. The GIS database will be developed and maintained using available information. Field validation of existing facilities will not be performed.

4. The level of effort to support Task 103 is based on the Agreement's Section IV.

Task 103 Deliverables (UNCHANGED)

1. Permit database
2. Updates to the Stakeholder Engagement Plan
3. Stakeholder Database
4. Draft correspondence
5. Draft Phase Consultant Agreements (DELETED)
6. Meeting records
7. Stakeholder comment tracking logs
8. Stakeholder correspondence log

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9. GIS maps for non-environmental regulatory permits/agreement
10. GIS database

Task 104 - Public Outreach (UNCHANGED)

PMC's role will be to support the District's public outreach/public relations staff, in relation to coordination, preparation and participation in the public outreach activities upon request.

Task 104.A - Participate in Public Outreach Planning and Implementation (UNCHANGED)

104.A.1 Assist the District in preparing for public outreach planning and implementation.

Task 104.B - Make Presentations (DELETED)

104.B.1 Assist with the development of presentations to be made by District staff or Phase Consultant (assume 2 presentations per year).

104.B.2 Attend public workshops and meetings as requested (assume 2 workshops or meetings per year).

Task 104.C - Support District Staff (DELETED)

104.C.1 Prepare materials for District newsletters to the public (assume 1 newsletter per year).

104.C.2 Assist in developing responses to questions (assume 2 meetings per year).

104.C.3 Prepare meeting summaries and notes (assume 2 meetings per year).

104.C.4 Prepare graphics, and other materials for District public information workshops not attended by the PMC (assume 1 workshop per year).

Task 104 Assumptions (REVISED or DELETED)

The level of effort to support Task 104 is based on the Agreement's Section IV.

Task 104 Deliverables (DELETED)

1. Draft newsletters or figures for District use
2. Draft and final presentation materials for public meetings or workshops
3. Meeting summary and notes from public meetings or workshops

Task 105 - Board of Consultants Coordination (REVISED)

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Task 105.A - BOC Contract Management (REVISED)

105.A.1 PMC shall coordinate contract management for all six members of the BOC.

Task 105.B - Coordinate work of the BOC (REVISED)

PMC shall assist District to coordinate work efforts between the BOC FERC, DSOD, as well as both the Design and Construction Management Consultants. At key milestones, other duties shall include, but may not be limited to the following:

105.B.1 Scheduling of informal and formal BOC meetings, including sending Outlook Calendar invitations and securing District or other meeting rooms and audio/visual equipment, as required.

105.B.2 When requested by the District's Project Manager, support the development of meeting agendas.

105.B.3 Preparation and distribution of BOC meeting packages, presentations including technical memoranda, reports, and plans and specifications, etc.

105.B.4 "Hosting" of the meetings at District facilities or District-approved offsite facilities.

105.B.5 Preparation of the draft and final meeting record of key discussion topics, comments, actions, items and/or outcomes. These records are internal and for District-only uses.

105.B.6 When requested by the District's Project Manager, assistance with preparation of initial response to the BOC comments with input from the Design Consultant and District.

105.B.7 When requested by the District's Project Manager, assistance with preparation of initial draft response letter to the BOC comments, and incorporation of changes after review by District staff.

105.B.8 Distribution of the District's official response to the BOC comments.

105.B.9 Maintain and track a log of BOC comments and District responses.

Task 105 Assumptions (REVISED)

1. BOC will function in accordance with FERC requirements.

2. BOC will be asked to provide input at key Project milestones as determined by the District. During the term of this Amendment 12, up to three (3) formal BOC meetings and up to four (4) informal BOC meetings will be held. Formal BOC

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meetings will be conducted for one to two days and informal BOC meetings for half a day. Formal BOC meetings will coincide with design milestones submittals.

3. One of the BOC meeting will include a Construction Potential Failure Mode Analysis Workshop (PFMA), in which the BOC members will participate. The Construction PFMA workshop will be conducted for one week, including a half day site visit, and a one-day review of applicable project information–

4. Technical presentation materials for BOC meetings will be prepared by either the Design or Construction Management Consultant, unless otherwise requested by the District's Project Manager.

5. BOC meetings will be held at District offices or as otherwise directed by District.

6. The level of effort to support Task 105 is based on the Agreement's Section IV.

Task 105 Deliverables (UNCHANGED)

1. Task Order Agreements for services required of members of the BOC
2. Draft and Final Meeting Agenda for informal and formal BOC meetings
3. BOC meeting packages consisting of technical work products developed for the Project
4. BOC meeting presentation materials consisting of PowerPoint slides and/or handouts for review at the informal and formal BOC meetings
5. Draft and Final Preparation of BOC meeting records
6. Preparation of District responses to BOC comments on technical work products

Task 106 - Supplemental Services for Anderson Dam Seismic Retrofit Project (UNCHANGED)

A. The District may require, and PMC will perform, Supplemental Services during the Agreement on an as-requested, as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three - Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on the Hourly Rate Schedule (time and material) as described in Revised

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Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:

1. The total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to increase the planned effort required by the PMC for ADSRP's Tasks 0100 through 0500, CDSRP's Tasks 107 & 108, GDSRP's Tasks 109 & 110, and ADIP's Tasks 111 & 112) or other unanticipated support tasks as requested by the District.

TASKS 107 THROUGH 112 - CALERO AND GUADALUPE SEISMIC RETROFIT PROJECTS AND ALMADEN DAM IMPROVEMENTS PROJECT (REVISED)

As stated in Amendment No. 2 to the Agreement, Article III. Project Delivery Approach, the District may consider amending the Agreement to include Project Management assistance services for the other dam seismic retrofit projects. This Agreement was previously amended to add scope relating to the Calero and Guadalupe Dams Seismic Retrofit projects (abbreviated as CDSRP and GDSRP, respectively) and the Almaden Dam Improvements Project (ADIP).

TASKS 107 THROUGH 108 - CALERO DAM SEISMIC RETROFIT PROJECT – (REVISED)

Task 107 - PMC Services for Calero Seismic Retrofit Project

As per Article III. Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Calero Dam

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Seismic Retrofit Project (CDSRP).

Task 107.A - Project Management Services for the CDSRP– (UNCHANGED)

When requested by the District's Appointed CDSRP Project Manager, the PMC will assist with the following:

1. Participating in bi-weekly Calero Dam Project Management coordination meeting with the Design Consultant.

2. Participating in monthly Calero/Guadalupe environmental coordination meeting with the Planning Consultant and Design Consultant.

3. Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation, Historical Heritage Commission). Assist with correspondence and meeting preparation.

4. Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.

5. Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.

6. Drafting correspondence to DSOD.

7. Coordinating PMC and District design reviews.

8. Assisting in coordination and facilitation of design review workshops.

9. Assisting with planning for and attending environmental public hearings.

10. Assisting in review of phase consultant amendments as requested.

Task 107.B - Technical Consultation and Support (REVISED)

Task 107.B - Review Deliverables from Calero's Design Consultant REVISED

107.B.1 When requested, the PMC will support the District's appointed CDSRP Project Manager with technical reviews of the Design Consultant's deliverables (refer to 107.B.2) within the reasonable time frame agreed to by the District's appointed CDSRP Project Manager and the PMC's appointed Project Manager. Technical review shall include technical review of the deliverable, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via

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teleconference to discuss comments, and back-checking comments in revised deliverables.

107.B.2 Documents to Potentially Review: Project Design Work Plan, Project Base Map, Geotechnical Investigation Work Plan, Geotechnical Data Report, Geotechnical Design, Draft Geotechnical Baseline Report, Configuration Resolution TM, Planning Study Review and Adoption Memo, Right Abutment Evaluation TM, Design Criteria TM, Embankments TMs, Construction Materials Development and Handling TM, Outlet System Hydraulic and Operational Analysis TM, TM, Outlet-Works Structures TM, Civil, Site, Utilities and Other Considerations TM, Reservoir Operations during Construction TM, Spillway Design TM, Dam Safety Instrumentation TM, Architectural , Mechanical, Electrical Systems TM, Supplemental Historical Resource Evaluation Report for the Bailey-Fellows Ranch, 50% Plans and Specs, Class 3 Cost Estimate, 90% Plans and Specs, and Class 2 Cost Estimate.

107.B.3 When requested, the PMC will provide technical consultation, advice, and support to the District's appointed CDSRP Project Manager.

Task 107.C - Administrative Support – REVISED

When requested, the PMC will provide administrative support to the District's appointed CDSRP Project Manager. Administrative support may include, but is not limited to, document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes.

Task 107.D – Environmental and Permitting Support (REVISED)

The Calero Planning Consultant is also responsible for conducting environmental studies and obtaining environmental permit applications for Calero Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements.

107.D.1 When requested, the PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the CDSRP Design Consultant's deliverables (refer to 107.D.2) within the reasonable time frame specified agreed to by the District and the PMC's appointed Project Manager.

107.D.2 Documents to Potentially Review: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Administrative (Draft) EIR outline, Administrative (Draft) EIR, , Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW for Geotechnical Investigations, VHP application.

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Task 107.E - Contractor Pre-Qualification – (DELETED)

Task 107.F - Development of Independent Contractor Style, Cost, and Schedule Estimate (DELETED)

Task 107 Assumptions (REVISED)

A. The District's appointed CDSRP Project Manager will coordinate with the District's Project Manager on scope, schedule, and cost matters related to this Agreement and services being requested from the PMC.

B. PMC deliverable schedules will be coordinated between the District's appointed CDSRP Project Manager and the PMC's appointed Project Manager.

C. The level of effort to support Task 107 is based on the Agreement's Section IV.

Task 107 Deliverables - REVISED

A. For those documents the PMC reviewed, provide comments using the Quality Review Form (QRF)

Task 108 - Supplemental Services for Calero Dam Seismic Retrofit Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three - Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

   2. The schedule for completing the Supplemental Services Task Order; and

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3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

TASKS 109 THROUGH 110 - GUADALUPE DAM SEISMIC RETROFIT PROJECT – (REVISED)

Task 109 - PMC Services for Guadalupe Dam Seismic Retrofit Project (UNCHANGED)

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Guadalupe Dam Seismic Retrofit Project (GDSRP).

Task 109.A - Project Management Services (REVISED)

When requested by the District's Appointed GDSRP Project Manager, the PMC will assist with the following:

A. Participating in bi-weekly Guadalupe Dam Project Management coordination meeting with the Design Consultant.

B. Participating in monthly Calero/Guadalupe environmental coordination meeting with the Planning Consultant and Design Consultant.

C. Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation), Mid-peninsula Regional Open Space District,

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PG&E, and AT&T. Assist with correspondence and meeting preparation.

D. Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.

E. Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.

F. Drafting correspondence to DSOD.

G. Coordinating PMC and District design reviews.

H. Assisting in coordination and facilitation of design review workshops.

I. Assisting with planning for and attending environmental public hearings.

J. Assisting in review of phase consultant amendments as requested.

Task 109.B - Review Deliverables from Guadalupe's Design Consultant (REVISED)

109.B.1 When requested, the PMC will support the District-assigned GDSRP's Project Manager with technical reviews of the Design Consultant's deliverables (refer to 109.D.2) within the reasonable time frame agreed to by the District's appointed GDSRP Project Manager and the PMC's appointed Project Manager:

109.B.2 Documents to Potentially Review: Project Design Workplan, Project Base Map, Geotechnical Investigation Work Plan, Geotechnical Data Report, Geotechnical Baseline Report, Planning Study Review and Adoption Memo, Design Criteria TM, Basis of Design Report, Outlet System Hydraulics and Operational Analysis TM, Replacement Outlet Hydraulics and Operational Analysis TM, Temporary Cofferdam vs Vertical Shaft TM, Outlet Works Design TM, Reservoir Operations TM, Embankment Evaluations TM, Materials Development and Handling TM, Instrumentation TM, Civil, Roads and Utilities TM, Modified Spillway Structure TM, Spillway Condition Assessment TM, 30% Design & Cost Estimate, 60% Design & Cost Estimate, 90% Design & Cost Estimate, 100% Design & Cost Estimate, Commissioning and Training Plan, CM, Testing & Inspection Plan, Design to Construction Phase Transition Report.

109.B.2 When requested, the PMC will provide technical consultation, advice, and support to the District's appointed GDSRP Project Manager.

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Task 109.C - Administrative Support (REVISED)

When requested, the PMC will provide administrative support to the District's appointed GDSRP Project Manager. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes.

Task 109.D - Permitting Support (REVISED)

The Guadalupe Dam Seismic Retrofit Project Planning Consultant is also responsible for conducting environmental studies and obtaining environmental permit applications for Guadalupe Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements.

109.D.1 When requested, the PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the GDSRP Design Consultant's deliverables (refer to 109.D.2) within the reasonable time frame specified and agreed to by the District and the PMC's appointed Project Manager.

109.D.2 Documents to Potentially Review: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice of Completion, Newspaper Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 109.E - Contractor Pre-Qualification (DELETED)

Task 109.F - Development of Independent Contractor Style, Cost, and Schedule (DELETED)

Task 109 Assumptions (REVISED)

A. The District's appointed GDSRP Project Manager will coordinate with the District's Project Manager on scope, schedule, and cost matters related to this Agreement and services being requested from the PMC.

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B. PMC deliverable schedules will be coordinated between the District's appointed CDSRP Project Manager and the PMC's appointed Project Manager.

C. The level of effort to support Task 109 is based on the Agreement's Section IV.

Task 109 Deliverables (REVISED)

A. For those documents the PMC reviewed, provide comments using the Quality Review Form (QRF)

Task 110 - Supplemental Services for Guadalupe Dam Seismic Retrofit Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

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2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

TASKS 111 THROUGH 112 - ALMADEN DAM IMPROVEMENTS PROJECT – (REVISED)

Task 111 - PMC Services for Almaden Dam Improvements Project (RESTORED)

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services will be performed for the planning and design of the Almaden Dam Improvements Project (ADIP).

Task 111.A - Administrative Support (REVISED)

When requested, the PMC will provide administrative support to District's appointed ADIP Project Manager. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes.

Task 111.B - Review Engineering Deliverables from Almaden Consultant (RESTORED)

When requested by the District, the PMC will support the District-assigned ADIP's Project Manager with technical reviews of the following Planning and Design Consultant's deliverables within the reasonable time frame agreed to by the District's appointed ADIP's Project Manager and the PMC's appointed Project Manager:

111.E.1 Various reports for the Planning Phase and Design Phase.

111.B.2 When requested, the PMC will provide technical consultation, advice, and support to the District's appointed ADIP Project Manager.

Task 111.C - GIS Database Development and Maintenance (DELETED)

Task 111.D - Value Engineering and Design Support (DELETED)

Task 111.E - Project Management Services (NEW)

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SCOPE OF SERVICES

When requested by the District's Appointed ADIP Project Manager, the PMC will assist with the following:

111.E.1 Participating in bi-weekly ADIP Project Management coordination meeting with the Design Consultant.

111.E.2 Participating in monthly ADIP environmental coordination meeting with the Planning Consultant and Design Consultant.

111.E.3 Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation), Mid-peninsula Regional Open Space District, PG&E, and AT&T. Assist with correspondence and meeting preparation.

111.E.4 Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.

111.E.5 Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.

111.E.6 Drafting correspondence to DSOD.

111.E.7 Coordinating PMC and District design reviews.

111.E.8 Assisting in coordination and facilitation of design review workshops.

111.E.9 Assisting with planning for and attending environmental public hearings.

111.E.10 Assisting in review of phase consultant amendments as requested.

Task 111 Assumptions (REVISED)

A. The District's appointed ADIP Project Manager will coordinate with the District's Project Manager on scope, schedule, and cost matters related to this Agreement and services being requested from the PMC.

B. PMC deliverable schedules will be coordinated between the District's appointed ADIP Project Manager and the PMC's appointed Project Manager.

C. The level of effort to support Task 111 is based on the Agreement's Section IV.

Task 111 Deliverables (RESTORED)

A. For those documents the PMC reviewed, provide comments using the Quality

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Review Form (QRF)

Task 112 - Supplemental Services for Almaden Dam Seismic Improvements Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for administrative support, environmental permitting, technical reviews, project management services, independent cost and schedule estimate, contractor prequalification, development and

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management of project risk registers, or other unanticipated support tasks requested by the District.

VIII. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. The Consultant as Independent Contractor

1. The Consultant shall perform all Services as an independent contractor and not an agent or employee of District.

2. The expertise and experience of the Consultant are material considerations for District's award and execution of this Agreement. The Consultant will not assign or transfer any interest in this Agreement nor the performance of any of the 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. The Consultant's General Responsibilities

1. Standard of Care

a. The Consultant and its Subconsultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in the Consultant's area of specialty in the State of California.

b. The Consultant and its Subconsultants 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, the Consultant must provide its services and deliverables as required.

3. The Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant must be approved at the administrative staff level by the District Representative.

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4. At the District's discretion, Consultant's full-time staff will be located at District Headquarters, to the extent possible, in order to perform the services described in Revised Appendix One.

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. 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, expiration, or termination of the Agreement.

D. Project Management

1. Collette Frawley, Senior Engineer-Geotechnical, District Dam Safety and Capital Delivery Unit, is the District's Project Manager. TBD, District Dam Capital Project Delivery Unit I, is the District's Unit Manager.

2. The Program Manager for Consultant is as indicated in Revised Appendix One, Revised Attachment One, Consultant's Key Staff and Subconsultants, and is also responsible for assisting the District in managing the schedule and the coordination of the phase consultants.

3. The District's Project Manager or designee is the only person authorized to accept the 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 the Consultant

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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 the 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. 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 Parties.

3. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's Dam Safety and Capital Delivery 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 One, Revised Attachment Three, Task Order Template; and Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph L. Prevailing Wages.

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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 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.

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: (a) 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 (b) 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 (c) 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 paragraph H. Consultants Compensation Upon Termination or Suspension, of Article VIII. 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

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED STANDARD CONSULTANT AGREEMENT
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SCOPE OF SERVICES

This Agreement encompasses all services for which the Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. The 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 the Consultant, suspend any or all services pursuant to this Agreement or to any or all Task Order. District may subsequently terminate this Agreement 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 the Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, the Consultant shall immediately cease all work as specified in the notice. If this Agreement is so terminated, the Consultant shall be compensated as set forth in Section H., Consultant's Compensation Upon Termination of Suspension, referenced below.

   c. Termination for Breach: If The Consultant violates any of the covenants, agreements or stipulations of this Agreement or A Task Order, or if The Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, 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 and all uncompleted Task Order by giving written notice to the Consultant of such termination.

      Such notice will specify the effective date thereof, and the Consultant shall 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 the Consultant did not breach the Agreement or Task Order, the termination will be deemed to have

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been effected for District's convenience, and the 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 any Task Order, 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, the 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 follows:

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,

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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; and

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.

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J. District Quality and Environmental Management System (QEMS) Factsheet (see Revised Attachment Six 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 Appendix One, Revised Attachment Six);
   e. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") documents as provided in Revised Appendix One, Revised Attachment Four, 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: Ryan McCarter
Deputy Operating Officer
Dam Safety and Capital Division
Email: rmccarter@valleywater.org
Direct: (408) 630-2983

Consultant:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Jeff Neemann, Vice President
West Region Managing Director
Email: neemannjj@bv.com
Phone: (913) 207-4396

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. The 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

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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. 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 (REVISED)
Revised Attachment Three - Task Order Template (REVISED)
Revised Attachment Four - Non-Disclosure Agreement (REVISED)
Attachment Five - Reference Materials (REVISED)
Revised Attachment Six - QEMS Fact Sheet (UNCHANGED)

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U. United States Environmental Protection Agency (EPA) Federal Requirements (NEW)

1. 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.

2. 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.

3. 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. 11. Consultant agrees to adhere to such applicable Federal Contract Provisions.

4. 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.

   a. DEBARMENT AND SUSPENSION

      Consultant certifies that it will not knowingly enter into a contract with anyone who is ineligible under 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 accessed 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 subconsultant/subcontractor under this Agreement.

   b. FEDERAL LOBBYING RESTRICTIONS (31 U.S.C. 1352)

      (1) Recipients of federal financial assistance may not pay any person

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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.

(2) These requirements are implemented for US EPA 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.

(3) As of the effective date of this Amendment No. 11, 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.

c. CIVIL RIGHTS OBLIGATIONS

(1) Consultant shall comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (424 U.S.C. 20000, *et. seq*)

b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)

c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C. 6101 *et. seq)*

d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

e. 40 CFR Part 7, as it relates to the foregoing.

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to this Project are as follows:

Team Member	Project Role	Contact Information
Craig Lichty	Project Director/Principal-in-Charge	LichtyC@bv.com (415) 350-7806
Jim Watson	Sr. Principal Program Manager	WatsonJC@bv.com (530) 410-8250
Ben Wright	Deputy Project Manager/Sr. Practice Leader	WrightB@bv.com (415) 205-5731
Dave Bentler	Engineering Oversight Manager	BentlerD@bv.com (303) 256-4060
Greg Zamensky	Risk Manager/ Sr. Principal Subject Matter Expert	ZamenskyG@bv.com (301) 717-2513
Patrick Allen	Project Manager, CDSRP & GDSRP/Engineer 4	AllenPW@bv.com (913) 458-9215

2. If necessary and appropriate, Consultant will employ Subconsultants/subcontractors it deems appropriate to the complexity and nature of the required Services. All Subconsultants/subcontractors 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/subcontractors. Upon District's request, Consultant must provide copies of all Subconsultants/subcontractors agreements. Any delegation, subconsulting, or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

   A. The following Subconsultants/subcontractors are authorized to work on this Project:

Firm	Project Role
Schaaf & Wheeler	Engineering Support Permitting Contract Management
Avila and Associates	Project Controls
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight
Live Oak Associates, Inc.	Environmental Oversight
Parikh Consultants, Inc.	Geotechnical
M. Pauletto and Associates, LLC	Quarries & Heavy Construction
Strategic Value Solutions	Value Engineering
Terracon Consultants Inc.	Condition Assessments
Erskine Environmental Consulting	Environmental & NOA

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role
Raymond B. Seed	Board of Consultants
GEI, specifically the services of Steve Verigin	Board of Consultants
D Hertel & Associates LLC specifically the services of Dan Hertel	Board of Consultants
Paul Schweiger	Board of Consultants
Lettis Consultants, specifically the services of Bill Lettis	Board of Consultants
Gregg Korbin	Board of Consultants
Angelos Findikakis	Independent Technical Review for Stochastic Analysis Report

B. Contact information for the above listed Subconsultants/subcontractors is as follows:

Expertise: Engineering Support, Permit Acquisition Support, Contract Management			
Firm:	**Schaaf & Wheeler**	Contact:	Andrew Sterbenz
Address:	3 Quail Run Circle, Ste. 101 Salinas, CA 93907	Phone:	(831) 883-4848 x404
		Email:	asterbenz@swsv.com

Expertise: Project Controls			
Firm:	**Avila & Associates**	Contact:	Ernie Avila
Address:	712 Bancroft Road, Suite 333 Walnut Creek, CA 94598	Phone:	(925) 673-0549
		Email:	eavila@avilaassociates.com

Expertise: Environmental Oversight			
Firm:	**Live Oak Associates, Inc.**	Contact:	Rick Hopkins
Address:	6840 Via Del Oro Suite 220 San Jose, CA 95119	Phone:	(408) 224-8300
		Email:	rhopkins@loainc.com

Expertise: Public Outreach & Stakeholder Involvement			
Firm:	**Creighton & Creighton**	Contact:	Jim Creighton
Address:	P.O. Box 1030 Los Gatos, CA 95031	Phone:	(408) 354-8011 Mobile (408) 348-6555
		Email:	jim@publicparticipation.com

Expertise: Geotechnical			
Firm:	**Parikh Consultants, Inc.**	Contact:	Gary Parikh
Address:		Phone:	(408) 452-9000

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	2360 Qume Drive, Suite A San Jose, CA 95131	Email:	gparikh@parikhnet.com

Expertise: Quarries & Heavy Construction			
Firm:	**M. Pauletto and Associates, LLC**	Contact:	Mike Pauletto
Address:	11204 NW 37th Court Vancouver, WA 98685	Phone:	(360) 921-4172
		Email:	mike@mpauletto.com

Expertise: Value Engineering			
Firm:	**Strategic Value Solutions**	Contact:	Don Stafford
Address:	19201 E. Valley View Pkwy Suite H Independence, MO 64055	Phone:	(816) 795-0700
		Email:	don@svsinc.com

Expertise: Condition Assessments			
Firm:	**Terracon Consultants Inc.**	Contact:	Noah T. Smith
Address:	5075 Commercial Cir, Suite E Concord, CA 94520	Phone:	(925) 609-7224
		Email:	noah.smith@terracon.com

Expertise: Environmental / NOA			
Firm:	**Erskine Environmental Consulting**	Contact:	Bradley G. Erskine
Address:	401 Marina Place Benicia, CA 94510	Phone:	(707) 738-4917
		Email:	Erskine.geo@gmail.com

Expertise: Board of Consultants (Dam Geotechnical)			
Firm:	**Raymond B. Seed**	Contact:	Prof. Ray Seed
Address:	2380 Watts Lane Bozeman, MT 59718	Phone:	(929) 899-6101
		Email:	rmseed6@aol.com

Expertise: Board of Consultants (Dam Engineering)			
Firm:	**GEI Consultants, Inc.**	Contact:	Steve Verigin
Address:	180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017	Phone:	(510) 350-2900
		Email:	sverigin@geoconsultants.com

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Expertise: Board of Consultants (Construction)			
Firm:	**D Hertel & Associates, LLC**	Contact:	Dan Hertel
Address:	P.O. Box 11983 Bozeman, MT 59719	Phone:	(406) 579-6261
		Email:	dhertel@q.com

Expertise: Board of Consultants (Hydrology & Hydraulics)			
Firm:	**Gannett Flemming, Inc.**	Contact:	Paul Schweiger
Address:	207 Senate Avenue Camp Hill, PA 17011	Phone:	(717) 773-1496
		Email:	pschweiger@GFNET.comm

Expertise: Board of Consultants (Geosciences)			
Firm:	**Lettis Consultants International, Inc.**	Contact:	Bill Lettis
Address:	1000 Burnett Avenue, Suite 350 Concord, CA 94520	Phone:	925-482-0360
		Email:	lettis@lettisci.com

Expertise: Board of Consultants (Tunnels)			
Firm:	**Gregg Korbin**	Contact:	Gregg Korbin
Address:	1167 Brown Ave. Lafayette, CA 94549	Phone:	925-284-9017
		Email:	gekorbin@earthlink.net

Expertise: Technical Reviewer (Stochastic Analysis of Interim Winter Reservoir Elevations Report)			
Firm:	**Dr. Angelos Findikakis**	Contact:	Dr. Angelos Findikakis
Address:	448 Traverso Avenue Los Altos, CA 94022	Phone:	(650) 815-5451
		E-mail:	findikakis@yahoo.com

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 One, 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.

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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. Consultant's 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.

3. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use, office space, desks, chairs, filing cabinets, office supplies, desk or cell telephones for District-related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with the Dam Safety and Capital Delivery Division, that is required to perform the

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services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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AMENDMENT NO. 12 TO AGREEMENT A3555A
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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)

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 paid for by Valley Water unless the Parties agree otherwise.

3. NEGOTIATIONS BEFORE AND DURING MEDIATION

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only 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.

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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.

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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.

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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.

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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

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. 12 TO AGREEMENT A3555A
REVISED APPENDIX ONE
REVISED ATTACHMENT THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ (Agreement) by and 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 VIII. Additional Terms and Conditions, subsection E. Task Orders, and the issuance of a Notice to Proceed by the District Project Manager, Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services 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 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. 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 the Revised Standard Consultant Agreement, 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 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. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Revised Standard Consultant 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. 12 TO AGREEMENT A3555A
REVISED APPENDIX ONE
REVISED ATTACHMENT FOUR
NON-DISCLOSURE AGREEMENT

Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) (FC 1650)

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX ONE
REVISED ATTACHMENT FIVE
REFERENCE MATERIALS

Ref. 1 - Santa Clara Valley Water District, 2007, Anderson Dam Probable Maximum Flood Study, dated December, 2007, revised December 2010.

Ref. 2 - Santa Clara Valley Water District, 2010, Project Plan - Anderson Dam Seismic Retrofit Project, dated December, 2010.

Ref. 3 - Part 13 Safety Inspection Report, dated September, 2007

Ref. 4 - DSOD Certification of Approval, dated May, 1966

Ref. 5 - DSOD Certification of Approval, dated October, 1959

Ref. 6 - DSOD letter, Operating Restriction, dated June, 2011

Ref. 7 & 7a - FERC 5737 Exemption from License, dated August, 1984

Ref. 8 - FERC Letter, Fault Rupture Study, dated June, 2011

Ref. 9 - FERC Letter, Operating Restriction & Project Schedule, dated June, 2011

Ref. 9a - FERC letter, Board of Consultants, dated June, 2011

Ref. 10 - FERC Letter, PMF Study, dated August, 2010

Ref. 11 - FERC Letter, Seismic Stability, dated October 2010

Ref. 12 - FERC Letter, Seismic Stability Draft Report, dated June, 2011

Ref. 13 - FERC Letter, Sudden Failure Assessment, dated June, 2011

Ref. 14 & 14a - AMEC Geomatrix, 2011, Report SSE 1A – Seismic Stability Evaluation Report, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref 15 - AMEC Geomatrix, 2009, Technical Memorandum 2A – Field Investigation Plan for Anderson Dam, Revision 2, Seismic Stability Evaluation of DIP Phase 1 Dams, dated February 2009.

Ref 16 - AMEC Geomatrix, 2010, Technical Memorandum 3A – Design Ground Motions, Seismic Stability Evaluation of Anderson Dam, dated March, 2010.
Ref. 17 - AMEC Geomatrix, 2008, Technical Memorandum 4 – Preliminary Stability Evaluation of Anderson Dam, Seismic Stability Evaluation of DIP Phase 1 Dams, dated December, 2008.

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Ref. 18 - AMEC Geomatrix, 2009, Technical Memorandum 6 – Phase 1 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated September, 2009.

Ref. 19 - AMEC Geomatrix, 2011, Technical Memorandum 7 – Recommended Reservoir Restrictions, Seismic Stability Evaluation of Anderson Dam, dated June, 2011.

Ref. 20 - AMEC Geomatrix, 2011, Technical Memorandum 8A – Conceptual Remedial Design Alternatives for the Dam Embankment, Seismic Stability Evaluation of Anderson Dam, dated April 2011.

Ref. 21 - AMEC Geomatrix and URS, 2011, Technical Memorandum 8B – Conceptual Remedial Design Alternatives for Outlet Works, Seismic Stability Evaluation of Anderson Dam, dated May 2011.

Ref. 22 - AMEC Geomatrix, 2011, Technical Memorandum 10 – Phase 2 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 23 - AMEC Geomatrix, 2011, Technical Memorandum 10A – Phase 2 Fault Rupture Hazard Evaluation - Addendum, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 24 - Technical Review Board, 2009, Letter Report No. 1, Seismic Stability evaluation of Anderson Dam, dated March, 2009.

Ref. 25 - Technical Review Board, 2009, Letter Report No. 2, Seismic Stability evaluation of Anderson Dam, dated November, 2009.

Ref. 26 - Technical Review Board, 2010, Letter Report No. 3, Seismic Stability evaluation of Anderson Dam, dated September, 2010.

Ref. 27 - Technical Review Board, 2011, Letter Report No. 4, Seismic Stability evaluation of Anderson Dam, dated January, 2011.

Ref. 28 - Technical Review Board, 2011, Letter Report No. 4A, Seismic Stability evaluation of Anderson Dam, dated May, 2011.

Ref. 30 - Black and Veatch 2012b, Risk Management Plan, dated October 10, 2012.

Ref. 31 - Black and Veatch 2013a, Technical Memorandum – Constructability Review, dated March 21, 2013.

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX ONE
REVISED ATTACHMENT FIVE
REFERENCE MATERIALS

Ref. 32 - Anderson Dam Tunnel Project Conformed Contract Documents, Contract Number CO663, prepared by URS, dated April 1, 2021.

Ref. 33 - Anderson Dam Seismic Retrofit Project Draft Environmental Impact Report (EIR), dated September 1, 2024 and Partially Recirculated Draft EIR dated August 5, 2024. (https://www.valleywater.org/public-review-documents).

Ref. 34 - Santa Clara Valley Water District (Valley Water) Standards for GIS Products. April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf

Ref. 35 - Anderson Dam Seismic Retrofit Project Final Environmental Impact Report (EIR), dated February 25, 2025 (https://www.valleywater.org/public-review-documents).

Ref. 36 – Anderson Dam Seismic Retrofit Project Contract Bid Documents, Contract Number C0702, prepared by URS, dated September 5, 2025.

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AMENDMENT NO. 12 TO AGREEMENT A3555A
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 Fixed 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)

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 **$42,865,121**

B. 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 the 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.

(*COST BREAKDOWN FOLLOW ON NEXT PAGE*)

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
ORIGINAL AGREEMENT THROUGH AMENDMENT NO. 2 (UNCHANGED)

Previous Task Number and Description		Not-to-Exceed		
		Original Agreement (1/24/2012)	Amendment No. 2 (6/24/2014)	Total
Task 1 thru 12 - Anderson Dam Seismic Retrofit Project				
1	Project Management and Capital Project Delivery	$433,100	$674,196	$1,107,296
2	Coordination and Communication	$440,200	$285,886	$726,086
3	Administrative Work	$704,400	$201,218	$905,618
4	Public Outreach	$65,900	$164,536	$230,436
5	Stakeholder Engagement	$42,300	$498,064	$540,364
6	Agreements, Contracts and Services	$432,300	$542,624	$974,924
7	Implement Value Engineering/ Constructability Review	$131,400	$192,863	$324,263
8	Quality Assurance and Quality Control	$232,600	$907,335	$1,139,935
9	Board of Consultants	$103,100	$637,655	$740,755
10	Interim Safety Measures	$37,300	$0	$37,300
Type 1, 2, & 3 Other Direct Cost		$138,000	$189,000	$327,000
Subtotal Tasks 1 through 10 Not-to-Exceed Amount		$2,760,600	$4,293,377	$7,053,977
11	Supplemental Services	$896,200	$699,632	$1,595,832
12	Provide Project Management Assistance to the Calero-Guadalupe Dams Seismic Retrofits Project Manager	$0	$369,033	$369,033
Total Agreement Not-to-Exceed Amount		**$3,656,800**	**$5,362,042**	**$9,018,842**

NOTES:
1. Refer to Revised Appendix Two, Fees and Payments, VIII. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).
2. Amendments No. 1, No. 3, No. 4, No. 5, No. 7, and No. 10 were no-cost amendments.

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NOS. 2 THROUGH 6 (CHANGED)

Task Number and Description		Not-to-Exceed		
		Amendment No. 2 Total (6/24/2014)	Amendment No. 6 (2/28/2017)	Total
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project				
101	Project Management & Administration	$3,713,924	$1,967,009[3]	$5,680,933[3]
102	Technical Review & Quality Control	$1,464,198	$1,665,762[3]	$3,129,960[3]
103	Regulatory, Permitting & Environmental Coordination	$540,364	$404,815	$945,179
104	Public Outreach	$230,436	$110,634	$341,070
105	Board of Consultants Coordination	$740,755	$360,726	$1,101,481
106	Supplemental Services for ADSRP	$1,595,832	$459,309	$2,055,141
Type 1, 2, & 3 Other Direct Cost		$327,000	$189,220	$516,220
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$8,612,509**	**$5,157,475**[4]	**$13,769,984**
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project				
107	PMC Services for Calero Dam Seismic Retrofit Project	$184,517	$487,991	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$0	$477,189	$477,189
Type 1, 2, & 3 Other Direct Cost		$0	$9,920	$9,920
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$184,517**	**$975,100**	**$1,159,617**
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project				
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$184,517	$471,131	$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$0	$434,487	$434,487
Type 1, 2, & 3 Other Direct Costs		$0	$9,920	$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$184,517**	**$915,538**	**$1,100,055**
Tasks 111 thru 112 - Almaden Dam Improvements Project				
111	PMC Services for Almaden Dam Improvements Project	$0	$437,691	$437,691
112	Supplemental Services for Almaden Dam Improvements Project	$0	$86,490	$86,490
Type 1, 2, & 3 Other Direct Cost		$0	$4,800	$4,800

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description	Not-to-Exceed		
	Amendment No. 2 Total (6/24/2014)	Amendment No. 6 (2/28/2017)	Total
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount	**$0**	**$528,981**	**$528,981**
Total Amendment Not-to-Exceed Amount	**$8,981,543[5]**	**$7,577,094[5]**	**$16,558,637**

NOTES:
1. Amendment No. 1, No. 3, No. 4, No. 5, No. 7, and No. 10 were no-cost amendments.
2. Amendment No. 2 NTE Amounts were redistributed using Amendment 6 Task structure as shown in Revised Appendix One, Section VII. Revised Task Descriptions.
3. In Amendment No. 12, the amounts shown for Task 101 and Task 102 are updated to match the Anderson sub-total through Amendment No. 6.
4. In Amendment No. 12, the subtotal for Anderson has been updated to reflect the correct total.
5. In Amendment No. 12, the total has been corrected based on project subtotals.

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NO. 6 THROUGH NO. 12 (REVISED)

Task Number and Description		Amendment No. 6 Revised NTE Total (2/28/2017)	Amendment No. 8 (6/8/2020) (+/-)	Amendment No. 9 (4/14/2021) (+/-)	Amendment No. 11 (11/12/2024) (+/-)	Administrative Reallocations (5/9/2013 – 9/12/2024) (+/-)[3]	Amendment No. 12 (+/-)	Amendment No. 12 Revised NTE Total
Tasks 101 through 106 - Anderson Dam Seismic Retrofit Project								
101	Project Management & Administration	$5,680,933[2]	$749,712	$3,795,005	$3,339,675	$1,531,298[4]	$3,785,736	$18,882,359
102	Technical Review & Quality Control	$3,129,960[2]	$353,966	$1,439,337	$921,891	$333,976[4]	$1,735,760	$7,914,890
103	Regulatory, Permitting & Environmental Coordination	$945,179	$159,947	$832,055	$1,026,798	$120,372	$263,183	$3,347,534
104	Public Outreach	$341,070	$7,583	$137,795	$19,734	-$307,738	$31,024	$229,468
105	Board of Consultants Coordination	$1,101,481	$361,812	$983,457	$731,726	-$131,016	$809,390	$3,856,850
106	Supplemental Services for ADSRP	$2,055,141	$361,175	$1,857,386	$0	-$1,049,707	$0	$3,223,995
Type 1, 2, & 3 Other Direct Cost		$516,220	$106,230	$248,150	$204,600	$9,925	$204,600	$1,289,725
Anderson Dam Subtotal		**$13,769,984**	**$2,100,425**	**$9,293,185**	**$6,244,424**	**$507,110**	**$6,829,693**	**$38,744,821**
Tasks 107 through 108 - Calero Dam Seismic Retrofit Project								
107	PMC Services for Calero Dam Seismic Retrofit Project	$672,508	$0	$0	$470,934	$249,476[5]	$346,160	$1,739,078
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$477,189	-$119,659	$119,276	$0	-$249,477	$81,155	$308,484
Type 1, 2, & 3 Other Direct Cost		$9,920	-$9,920	$0	$0	$0.00	$0	$0
Calero Dam Subtotal		**$1,159,617**	**-$129,579**	**$119,276**	**$470,934**	**-$1**	**$427,315**	**$2,047,562**
Tasks 109 through 110 - Guadalupe Dam Seismic Retrofit Project								
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$655,648	$116,476	$606,787	$0	$203,309	$0	$1,582,220
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$434,487	$13,103	$153,694	$0	$-228,309	$0	$372,975
Type 1, 2, & 3 Other Direct Costs		$9,920	$0	$0	$0	$0	$0	$9,920
Guadalupe Dam Subtotal		**$1,100,055**	**$129,579**	**$760,481**	**$0**	**-$25,000**	$0	**$1,965,115**

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Amendment No. 6 Revised NTE Total (2/28/2017)	Amendment No. 8 (6/8/2020) (+/-)	Amendment No. 9 (4/14/2021) (+/-)	Amendment No. 11 (11/12/2024) (+/-)	Administrative Reallocations (5/9/2013 - 12/20/2019) (+/-)	Amendment No. 12 (+/-)	Amendment No. 12 Revised NTE Total
Tasks 111 through 112 - Almaden Dam Improvements Project								
111	PMC Services for Almaden Dam Improvements Project	$437,691	$0	$0	$0	-$395,819	$30,620	$72,492
112	Supplemental Services for Almaden Dam Improvements Project	$86,490	$0	$0	$0	-$81,490	$30,131	$35,131
Type 1, 2, & 3 Other Direct Cost		$4,800	$0	$0	$0	-$4,800	$0	$0
Almaden Dam Subtotal		**$528,981**	**$0**	**$0**	**$0**	**-$482,109**	**$60,751**	**$107,623**
Total Amendment Not-to-Exceed		**$16,558,637**	**$2,100,425**	**$10,172,942**	**$6,715,358**	**$0**	**$7,317,759**	**$42,865,121**

NOTES:
1. Amendment No. 1, No. 3, No. 4, No. 5, No. 7, and No. 10 were no-cost amendments.
2. In Amendment No, 12, the sub-task total has been reduced by 1 to match the Anderson Dam sub-total NTE through Amendment No.6 as listed in Amendment No. 6.
3. Administrative Reallocations were as follows:
   a) Pursuant to a letter from the District to Consultant dated May 9, 2013 funds were moved as follows: $480,000 was moved from Task 11 to: Task 1 - $125,000, Task - 8 $225,000, and Task 9 - $130,000.
   b) Pursuant to a letter from the District to Consultant dated February 7, 2014 funds were moved as follows: $50,000 was moved from Task 2, $21,500 was moved from Task 6, $110,000 was moved from Task 7, and $25,000 was moved from Task 10 to: Task 1 - $80,000, Task 3 - $25,000, Task 8 - $90,000, and Type 3 ODC Allowance $11,500.
   c) Pursuant to Task Order 11.04.05 executed June 3, 2014 funds were moved as follows: $208,625 was moved from Task 11 to: Task 1 - $46,000, Task 2 - $21,000, Task 3 - $40,000, Task 6 - $41,000, Task 8 - $52,000, and Type 3 ODC Allowance $8,625. It is noted that the Task Order text incorrectly sums these reallocations $209,625.
   d) Pursuant to a letter from the District to Consultant dated July 15, 2014 funds were moved as follows: $40 was moved from Task 4, $11,628 was moved from Task 5, $71,152 was moved from Task 9, $305 was moved from Task 10, and $437 was moved from Task 11 to: Task 1 - $23,502, Task 2 - $21,329, Task 6 - $11,555, Task 7 - $7,136, and Task 8 - $20,040.
   e) Pursuant to a letter from the District to Consultant dated March 21, 2016 funds were moved as follows: $124,698 was moved from Task 4, $80,000 was moved from Task 5, $80,000 was moved from Task 6, $130,000 was moved from Task 7, and $220,000 was moved from Task 9 to: Task 1 - $254,698, Task 2 - $160,000, Task 3 - $210,000, Task 8 - $6,000, and Task 10 - $4,000.
   f) Pursuant to a letter from the District to Consultant dated December 20, 2016 fund were moved as follows: $30,000 was moved from Task 3 and $160,000 was moved from Task 8 to: Task 1 - $140,000 and Task 5 - $50,000.
   g) Pursuant to Task Order 108.03 executed July 23, 2019 funds were moved as follows: $249,477 was moved from Task 108 to Task 107.
   h) Pursuant to Task Order 110.02 executed November 25, 2019 funds were moved as follows: $203,309 was moved from Task 110 to Task 109.
   i) Funding for Tasks 101 - 112 from Amendment No. 6 was reallocated and approved administratively as documented in a letter from the District to Consultant dated December 19, 2019, also documented in District's internal administrative approval form (FC1165).Tasks were reduced as follows: Task 104 - $45K, ask 106 - $360,645, Anderson Other Direct Costs - $10,200, Task 111 - $415,819, Task 112 - $86,490, Almaden Other Direct Cost - $4,800. Tasks were increased as follows: Task 101 - $332,018, Task 102 - $333,799, Task 103 - $162,000, Task 105 $95,136.
   j) Pursuant to a letter from the District to Consultant dated March 17, 2021 funds were moved as follows: $65,000 was moved from Task 105 to Task 101.
   k) Pursuant to a letter from the District to Consultant dated January 9, 2023 funds were moved as follows: $25,000 was moved from Task 110 to Task 112; $20,000 was subsequently re-allocated from Task 112 to Task 111...
   l) Pursuant to a letter from the District to Consultant dated September 10, 2024 funds were moved as follows: $138,000 was moved from Task 104 to Task 101.
4. In Amendment No. 12, the sub-task total has been increased by 1 to match the Anderson Dam total NTE through Amendment No. 11 as listed in Amendment No. 11.
5. In Amendment No. 12, the sub-task total has been decreased by 1 to match the Calero Dam total NTE through Amendment No. 11 as listed in Amendment No. 11.

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

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 rates for professional, technical, and administrative personnel as listed below in the Hour/Unit Rate Schedule.

2. The stated hourly and unit 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 and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the 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 2.5% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Dam Safety & Capital Division Deputy Operating Officer.

(*BASE UNIT/HOURLY RATE SCHEDULE FOLLOWS ON NEXT PAGE*)

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE UNIT/HOURLY RATE SCHEDULE (RETITLED)
AMENDMENT NO. 2 THROUGH 6 (UNCHANGED)

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT								
Black & Veatch:								
Project Director/PIC	$270.30	-	$283.82	-	$295.57	-	$298.23	-
Senior Practice Leader (Constructability Reviews & Value Engineer)	$270.30	$265.20	$283.82	$278.72	$295.57	$290.26	$298.23	$292.87
Program Manager	$270.30	$265.20	$283.32	$278.72	$288.36	$282.59	$290.96	$285.13
Practice Leader	$244.80	-	$257.04	-	$267.68	-	$270.09	-
Safety Manager	$234.60	-	$246.33	-	$256.53	-	$258.84	-
Senior Construction Manager (Construction Oversight Manager)	$229.50	-	$240.98	-	$250.96	-	$253.22	-
Deputy Program Manager	$219.30	-	$230.27	-	$239.80	-	$241.96	-
Sr. Project Supervising Engineer (Engineering Oversight Manager)	$239.70	$234.60	$251.69	$246.59	$262.11	$256.80	$264.47	$259.11
Construction Manager	$198.90	-	$208.85	-	$217.50	-	$219.45	-

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AMENDMENT NO. 12 TO AGREEMENT A3555A
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	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Senior Engineer	-	-	$208.85	$203.75	$217.50	$212.19	$219.45	$214.09
Cost Estimator	$198.30	-	$203.49	-	$211.91	-	$213.82	-
Senior Project Engineer	$183.60	$178.50	$192.78	$187.68	$200.76	$195.45	$202.57	$197.21
Sr. Project Controls	$178.50	-	$187.43	-	$195.19	-	$196.95	-
Project Controls	$153.00	-	$160.65	-	$167.30	-	$168.81	-
Associate Engineer	$147.90	-	$155.30	-	$161.73	-	$163.18	-
GIS Practice Leader	$147.90	-	$155.30	-	$161.73	-	$163.18	-
Sr. Regional Administrator	$127.50	-	$133.88	-	$139.42	-	$140.68	-
CAD Technician	-	-	$130.00	-	$135.38	-	$136.60	-
SUBCONSULTANTS (SBE)								
Schaaf & Wheeler:								
Principal	$255.00	-	$267.75	-	$278.83	-	$281.34	-
Project Manager	$209.10	-	$219.56	$214.46	$228.65	$223.34	$230.71	$225.35
Senior Engineer	$163.20	-	$171.36	$166.26	$178.45	$173.14	$180.06	$174.70
Associate Engineer	$122.40	-	$128.52	-	$133.84	-	$135.05	-
Junior Engineer/Technician	$112.20	-	$117.81	-	$122.69	-	$123.79	-
Senior Project Administrator	-	-	-	-	$135.29	-	$136.51	-
Project Administrator	-	-	$117.81	-	$122.69	-	$123.79	-

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Administrative Assistant	-	-	$100.84	-	$105.01	-	$105.96	-
Avila & Associates:								
Project Controls Manager	$205.79	-	$216.08	$210.98	$225.03	$219.71	$227.05	$221.69
Senior Engineer II	$197.84	-	$207.73	-	$216.33	-	$218.28	-
Senior Engineer I	$178.35	-	$187.27	-	$195.02	-	$196.78	-
Project Administration Specialist	$96.04	-	$100.84	-	$105.01	-	$105.96	-
Creighton & Creighton, Inc:								
Principal	$190.65	-	$200.18	-	$208.47	-	$210.34	-
Live Oak Associates, Inc:								
Principal	$183.60	-	$192.78	-	$200.76	-	$202.57	-
Senior Associate	$132.60	-	$139.23	-	$144.99	-	$146.30	-
Director of Ecol. Services (SJ)	$153.00	-	$160.65	-	$167.30	-	$168.81	-
Director of Ecol. Services	$142.80	-	$149.94	-	$156.15	-	$157.55	-
Project Manager	$112.20	-	$117.81	-	$122.69	-	$123.79	-
Director of Cartography	$122.40	-	$128.52	-	$133.84	-	$135.05	-
Assistant Project Manager	$96.90	-	$101.75	-	$105.96	-	$106.91	-
Support Staff	$66.30	-	$69.62	-	$72.50	-	$73.15	-
Parikh Consultants, Inc:								
Project Manager	$222.77	-	$233.91	-	$243.59	-	$245.79	-

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Senior Project Engineer	$160.67	-	$168.70	-	$175.68	-	$177.27	-
Project Engineer	$125.54	-	$131.82	-	$137.28	-	$138.51	-
Field Engineer	$104.79	-	$110.03	-	$114.59	-	$115.62	-
Staff Engineer	$85.90	-	$90.20	-	$93.93	-	$94.78	-
SPECIALTY SUBCONSULTANTS (Non-SBE)								
M Pauletto And Associates:								
Borrow & Spoil Sites	$245.58	-	$257.86	-	$268.54	-	$270.95	-
Cluff:								
Lloyd Cluff, BOC	$229.50	-	$240.98	-	$250.96	-	$253.22	-
Seed:								
Ray Seed, BOC	$229.50	-	$240.98	-	$250.96	-	$253.22	-
Cassidy:								
Jack Cassidy, BOC	$229.50	-	$240.98	-	$250.96	-	$253.22	-
GEI:								
Steve Verigin, BOC	$229.50	-	$240.98	-	$250.96	-	$253.22	-

NOTES:
1. Rates revised in Amendment No. 2, No. 4, and No. 6
2. Amendment No. 1, No. 3, No. 5, No. 7, and No. 10 did not implement any changes in rates.
3. Refer to Revised Appendix Two, Fees and Payments, IV. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE HOURLY RATE SCHEDULE (UNCHANGED)
AMENDMENT NO. 8

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT						
Black & Veatch:						
Project Director/PIC	$270.30	$270.30	$313.33	-	$320.85	-
Senior Practice Leader	$270.30	$265.20	$313.33	$307.70	$320.85	$315.08
Program Manager	$270.30	$265.20	$305.69	$299.57	$313.02	$306.76
Practice Leader	$244.80	$244.80	$283.76	-	$290.57	-
Safety Manager	$234.60	$234.60	$271.94	-	$278.47	-
Senior Construction Manager	$229.50	$229.50	$266.03	-	$272.42	-
Sr. Engineering Manager	-	-	$254.21	-	$260.31	-
Deputy Program Manager	$219.30	$219.30	$254.21	N/A	$260.31	-
Sr. Project Supervising Engineer	$239.70	$234.60	$277.86	$272.23	$284.53	$278.76
Construction Manager	$198.90	$198.90	$230.56	-	$236.10	-
Senior Engineer	$198.90	$198.90	$230.56	$224.93	$236.10	$230.33
Cost Estimator	$193.80	$193.80	$224.65	-	$230.04	-
Senior Project Engineer	$183.60	$178.50	$212.82	$207.19	$217.93	$212.17
Sr. Project Controls	$178.50	$178.50	$206.92	-	$211.88	-
Project Controls	$153.00	$153.00	$177.35	-	$181.61	-
Associate Engineer	$147.90	$147.90	$171.45	-	$175.56	-
GIS Practice Leader	$147.90	$147.90	$171.45	-	$175.56	-

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Sr. Regional Administrator	$127.50	$127.50	$147.80	-	$151.35	-
CAD Technician	$130.00	$130.00	$143.52	-	$146.96	-
SUBCONSULTANTS (SBE)						
Schaaf & Wheeler:						
Principal	$255.00	$255.00	$295.59	-	$302.68	-
Project Manager	$209.10	$209.10	$242.39	$236.76	$248.20	$242.44
Senior Engineer	$163.20	$163.20	$189.18	$183.55	$193.72	$187.95
Associate Engineer	$122.40	$122.40	$141.88	-	$145.29	-
Junior Engineer/Technician	$112.20	$112.20	$130.06	-	$133.18	-
Senior Project Administrator	-	-	$142.14	-	$145.55	-
Project Administrator	$112.20	$112.20	$130.06	-	$133.18	-
Administrative Assistant	-	-	$111.32	-	$114.00	-
Avila & Associates:						
Project Controls Manager	$205.79	$205.79	$238.55	$232.92	$244.27	$238.51
Senior Engineer II	$197.84	$197.84	$229.33	-	$234.83	-
Senior Engineer I	$178.35	$178.35	$206.74	-	$211.70	-
Project Administration Specialist	$96.04	$96.04	$111.32	-	$114.00	-
Creighton & Creighton, Inc:						
Principal	$190.65	$190.65	$220.99	-	$226.30	-
Live Oak Associates, Inc:						
Principal	$183.60	$183.60	$212.82	-	$217.93	-
Senior Associate	$132.60	$132.60	$153.71	-	$157.39	-
Director of Ecol. Services (SJ)	$153.00	$153.00	$177.35	-	$181.61	-
Director of Ecol. Services	$142.80	$142.80	$165.53	-	$169.50	-
Sr. Project Manager	--	--	$143.50	-	$146.94	-

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Project Manager	$112.20	$112.20	$130.06	-	$133.18	-
Director of Cartography	$122.40	$122.40	$141.88	-	$145.29	-
Staff Ecologist	$96.90	$96.90	$112.33	-	$115.02	-
Assistant Project Manager	-	-	$112.33	-	$115.02	-
Support Staff	$66.30	$66.30	-	-	-	-
Parikh Consultants, Inc:						
Project Manager	$222.77	$222.77	$258.23	-	$264.43	-
Senior Project Engineer	$160.67	$160.67	$186.24	-	$190.71	-
Project Engineer	$125.54	$125.54	$145.53	-	$149.02	-
Field Engineer	$104.79	$104.79	$121.47	-	$124.38	-
Staff Engineer	$85.90	$85.90	$99.58	-	$101.97	-
SPECIALTY SUBCONSULTANTS (Non-SBE)						
M Pauletto And Associates:						
Principal	$240.00	$220.00	$284.67	-	$291.50	-
Associate	-	-	$266.04	-	$272.42	-
Strategic Value Solutions						
Team Leader	-	-	$240.00	-	$245.76	-
Technical Assistant	-	-	$225.00	-	$230.40	-
Cost Estimator	-	-	$165.00	-	$168.96	-
Administrative Assistant	-	-	$70.00	-	$71.68	-
Board Consultant /Technical Reviewer:						
Ray Seed	$229.50	$229.50	$266.03	-	$272.42	-
Steve Verigin (GEI)	$229.50	$229.50	$266.03	-	$272.42	-
Dan Hertel (Engineering Science)	-	-	$266.03	-	$272.42	-
Tom MacDonald	-	-	$266.03	-	$272.42	-

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
Bill Lettis	-	-	$266.03	-	$272.42	-
Angelos Findikakis (Tech Review)	-	-	$266.03	-	$272.42	-

BASE HOURLY RATE SCHEDULE (UNCHANGED)
AMENDMENT NO. 9

	Original Agreement January 24, 2012		Effective January 1, 2021	
Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
CONSULTANT				
Black & Veatch:				
Project Director/PIC	$270.30	$270.30	$328.87	-
Senior Practice Leader	$270.30	$265.20	$328.87	$322.96
Practice Leader	$244.80	$244.80	$297.83	-
Safety Manager	$234.60	$234.60	$285.43	-
Senior Construction Manager	$229.50	$229.50	$279.23	-
Construction Manager	$198.90	$198.90	$242.00	-
Cost Estimator	$193.80	$193.80	$235.79	-
Sr. Project Controls	$178.50	$178.50	$217.18	-
Project Controls	$153.00	$153.00	$186.15	-
GIS Practice Leader	$147.90	$147.90	$179.95	-

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2021	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Sr. Regional Administrator	$127.50	$127.50	$155.13	-
CAD Technician	$130.00	$130.00	$150.63	-
Engineer 1	-	-	$144.00	-
Engineer 2	-	-	$179.95	-
Engineer 3	-	-	$224.00	-
Engineer 4	-	-	$266.82	-
SUBCONSULTANTS (SBE)				
Schaaf & Wheeler:				
Principal	$255.00	$255.00	$310.25	-
Project Manager	$209.10	$209.10	$254.41	$236.76
Senior Engineer	$163.20	$163.20	$198.56	$183.55
Associate Engineer	$122.40	$122.40	$148.92	-
Junior Engineer/Technician	$112.20	$112.20	$136.51	-
Senior Project Administrator	-	-	$149.19	-
Project Administrator	$112.20	$112.20	$136.51	-
Administrative Assistant	-	-	$116.85	-
Avila & Associates:				
Project Controls Manager	$205.79	$205.79	$250.38	$244.47
Senior Engineer II	$197.84	$197.84	$240.70	-
Senior Engineer I	$178.35	$178.35	$216.99	-
Project Administration Specialist	$96.04	$96.04	$116.85	-
Creighton & Creighton, Inc:				
Principal	$190.65	$190.65	$231.96	-
SUBCONSULTANT				
Live Oak Associates, Inc:				

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	Original Agreement January 24, 2012		Effective January 1, 2021	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Principal	$183.60	$183.60	$223.38	-
Senior Associate	$132.60	$132.60	$161.32	-
Director of Ecol. Services (SJ)	$153.00	$153.00	$186.15	-
Director of Ecol. Services	$142.80	$142.80	$173.74	-
Sr. Project Manager	-	-	$150.61	-
Project Manager	$112.20	$112.20	$136.51	-
Director of Cartography	$122.40	$122.40	$148.92	-
Staff Ecologist	$96.90	$96.90	$117.90	-
Assistant Project Manager	-	-	$117.90	-
Support Staff	$66.30	$66.30	-	-
Parikh Consultants, Inc:				
Project Manager	$222.77	$222.77	$271.04	-
Senior Project Engineer	$160.67	$160.67	$195.48	-
Project Engineer	$125.54	$125.54	$152.75	-
Field Engineer	$104.79	$104.79	$127.49	-
Staff Engineer	$85.90	$85.90	$104.52	-
SPECIALTY SUBCONSULTANTS (Non-SBE)				
M Pauletto And Associates:				
Principal	$240.00	$220.00	$298.79	-
Associate	-	-	$279.23	-
Strategic Value Solutions				
Team Leader	-	-	$251.90	-
Technical Assistant	-	-	$236.16	-
Cost Estimator	-	-	$173.18	-
Administrative Assistant	-	-	$73.47	-
Board Consultant / Technical Reviewer:				

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	Original Agreement January 24, 2012		Effective January 1, 2021	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Ray Seed	$229.50	$229.50	$272.42	-
Steve Verigin (GEI)	$229.50	$229.50	$272.42	-
Dan Hertel (Engineering Science)	-	-	$272.42	-
Tom MacDonald	-	-	$272.42	-
Bill Lettis	-	-	$272.42	-
Gregg Korbin	-	-	272.42	-
Angelos Findikakis (Tech Review)	-	-	$266.03	-

	Original Agreement January 24, 2012		Effective January 1, 2022		Effective January 1, 2023	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT						
Black & Veatch:						
Project Director/PIC	$270.30	$270.30	$337.09	-	$345.52	-
Senior Practice Leader	$270.30	$265.20	$337.09	$331.03	$345.52	$339.31
Practice Leader	$244.80	$244.80	$305.28	-	$312.91	-
Safety Manager	$234.60	$234.60	$292.56	-	$299.88	-
Senior Construction Manager	$229.50	$229.50	$286.21	-	$293.37	-
Senior Program Engineer[1]	-	-	$262.92	-	$269.49	-
Construction Manager	$198.90	$198.90	$248.05	-	$254.25	-

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	Original Agreement January 24, 2012		Effective January 1, 2022		Effective January 1, 2023	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Cost Estimator	$193.80	$193.80	$241.68	-	$247.73	-
Sr. Project Controls	$178.50	$178.50	$222.61	-	$228.17	-
Project Controls	$153.00	$153.00	$190.80	-	$195.57	-
GIS Practice Leader	$147.90	$147.90	$184.45	-	$189.06	-
Sr. Regional Administrator	$127.50	$127.50	$159.01	-	$162.98	-
CAD Technician	$130.00	$130.00	$154.40	-	$158.26	-
CAD Technician 1[2]	-	-	-	-	$100.00	-
Engineer 1	-	-	$147.60	-	$151.29	-
Engineer 2	-	-	$184.45	-	$189.06	-
Engineer 3	-	-	$229.60	-	$235.34	-
Engineer 4	-	-	$273.49	-	$280.33	-
Environmental Specialist 1[2]	-	-	-	-	$106.40	-
Environmental Specialist 3[2]	-	-	-	-	$192.98	-
Environmental Specialist 4[2]	-	-	-	-	$218.83	-
Administrative Assistant[3]	-	-	-	-	$122.76	-
SUBCONSULTANTS (SBE)						
Schaaf & Wheeler:						
Principal	$255.00	$255.00	$318.00	-	$325.95	-
Project Manager	$209.10	$209.10	$260.77	$242.68	$267.29	$248.75
Senior Engineer	$163.20	$163.20	$203.52	$188.14	$208.61	$192.84
Associate Engineer	$122.40	$122.40	$152.64	-	$156.46	-
Junior Engineer/Technician	$112.20	$112.20	$139.92	-	$143.42	-
Senior Project Administrator	-	-	$152.92	-	$156.74	-
Project Administrator	$112.20	$112.20	$139.92	-	$143.42	-
Administrative Assistant	-	-	$119.77	-	$122.77	-
Avila & Associates:						

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	Original Agreement January 24, 2012		Effective January 1, 2022		Effective January 1, 2023	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Project Controls Manager	$205.79	$205.79	$256.64	$250.58	$263.05	$256.84
Senior Engineer II	$197.84	$197.84	$246.72	-	$252.89	-
Senior Engineer I	$178.35	$178.35	$222.41	-	$227.98	-
Project Administration Specialist	$96.04	$96.04	$119.77	-	$122.76	-
Creighton & Creighton, Inc:						
Principal	$190.65	$190.65	$237.75	-	$243.70	-
Live Oak Associates, Inc:						
Principal	$183.60	$183.60	$228.96	-	$234.69	-
Senior Associate	$132.60	$132.60	$165.35	-	$169.50	-
Director of Ecol. Services (SJ)	$153.00	$153.00	$190.80	-	$195.57	-
Director of Ecol. Services	$142.80	$142.80	$178.08	-	$182.53	-
Sr. Project Manager	-	-	$154.38	-	$158.23	-
Project Manager	$112.20	$112.20	$139.92	-	$143.42	-
Director of Cartography	$122.40	$122.40	$152.64	-	$156.46	-
Staff Ecologist	$96.90	$96.90	$120.85	-	$123.87	-
Assistant Project Manager	-	-	$120.85	-	$123.87	-
Support Staff	$66.30	$66.30	-	-	-	-
Parikh Consultants, Inc:						
Project Manager	$222.77	$222.77	$277.81	-	$284.76	-
Senior Project Engineer	$160.67	$160.67	$200.36	-	$205.37	-
Project Engineer	$125.54	$125.54	$156.56	-	$160.48	-
Field Engineer	$104.79	$104.79	$130.68	-	$133.95	-
Staff Engineer	$85.90	$85.90	$107.13	-	$109.81	-
SPECIALTY SUBCONSULTANTS (Non-SBE)						
M Pauletto And Associates:						

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	Original Agreement January 24, 2012		Effective January 1, 2022		Effective January 1, 2023	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Principal	$240.00	$220.00	$306.26	-	$313.91	-
Associate	-	-	$286.22	-	$293.37	-
Strategic Value Solutions						
Team Leader	-	-	$258.20	-	$264.66	-
Technical Assistant	-	-	$242.06	-	$248.12	-
Cost Estimator	-	-	$177.51	-	$181.95	-
Administrative Assistant	-	-	$75.31	-	$77.19	-
Terracon Environmental Consulting						
Principal/Geologist[4]	-	-	-	-	$242.30	-
Staff Architect[4]	-	-	-	-	$172.30	-
Administrative Assistant[4]	-	-	-	-	$70.00	-
Erskine Environmental Consulting						
Principal[4]	-	-	-	-	$213.46	-
Board Consultant / Technical Reviewer:						
Ray Seed	$229.50	$229.50	$279.23	-	$286.21	-
Steve Verigin (GEI)	$229.50	$229.50	$279.23	-	$286.21	-
Sr. Professional Grade 6 (GEI)[5]	-	-	-	-	$211.15	-
Dan Hertel (Engineering Science)	-	-	$279.23	-	-	-
Bill Lettis	-	-	$279.23	-	$286.21	-
Paul Schweiger	-	-	$279.23	-	$286.21	-
Gregg Korbin	-	-	$279.23	-	$286.21	-
Angelos Findikakis[6] (Tech Review)	-	-	$279.23	-	$286.21	-

Notes:
1. Hourly rate was approved administratively as documented in a letter from the District to Consultant dated November 8, 2022, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 11.

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2. Hourly rates were approved administratively as documented in a letter from the District to Consultant dated September 15, 2023, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 11.
3. Hourly rate was approved administratively as documented in a letter from the District to Consultant dated April 5, 2023, also documented in District's internal administrative form (FC 1165) and has been incorporated in Amendment No. 11.
4. Hourly rates were approved administratively as documented in a letter from the District to Consultant dated July 14, 2023, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 11.
5. Hourly rate was approved administratively as documented in a letter from the District to Consultant dated June 26, 2023, also documented in District's internal administrative form (FC 1165) and has been incorporated in Amendment No. 11.
6. Hourly rate correction was approved administratively as documented in a letter from the District to Consultant dated July 14, 2023, also documented in District's internal administrative form (FC 1165) and has been incorporated in Amendment No. 11.

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FEES AND PAYMENTS

BASE UNIT/HOURLY RATE SCHEDULE
AMENDMENT NO. 12

	Original Agreement January 24, 2012		Effective January 1, 2024		Effective January 1, 2025		Effective January 1, 2026	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT								
Black & Veatch:								
Project Director/PIC	$270.30	$270.30	$354.16	-	$363.01	-	$372.09	-
Senior Practice Leader	$270.30	$265.20	$354.16	$347.79	$363.01	$356.49	$372.09	$365.4
Practice Leader	$244.80	$244.80	$320.73	-	$328.75	-	$336.97	-
Safety Manager	$234.60	$234.60	$307.38	-	$315.06	-	$322.94	-
Senior Construction Manager	$229.50	$229.50	$300.70	-	$308.22	-	$315.93	-
Senior Program Engineer	-	-	$276.23	-	$283.14	-	$290.22	-
Construction Manager	$198.90	$198.90	$260.61	-	$267.12	-	$273.80	-
Cost Estimator	$193.80	$193.80	$253.92	-	$260.27	-	$266.78	-
Sr. Project Controls	$178.50	$178.50	$233.88	-	$239.72	-	$245.72	-
Project Controls	$153.00	$153.00	$200.46	-	$205.47	-	$210.61	-
GIS Practice Leader	$147.90	$147.90	$193.79	-	$198.63	-	$203.60	-
Sr. Regional Administrator	$127.50	$127.50	$167.06	-	$171.23	-	$175.51	-
CAD Technician	$130.00	$130.00	$162.21	-	$166.27	-	$170.43	-
CAD Technician 1	-	-	$102.50	-	$105.06	-	$107.69	-
Engineer 1	-	-	$155.07	-	$158.95	-	$162.92	-
Engineer 2	-	-	$193.79	-	$198.63	-	$203.60	-
Engineer 3	-	-	$241.22	-	$247.25	-	$253.43	-
Engineer 4	-	-	$287.34	-	$294.52	-	$301.88	-
Environmental Specialist 1	-	-	$109.06	-	$111.79	-	$114.58	-
Environmental Specialist 3	-	-	$197.80	-	$202.75	-	$207.82	-

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Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Environmental Specialist 4	-	-	$224.30	-	$229.91	-	$235.66	-
Administrative Assistant	-	-	$125.83	-	$128.97	-	$132.19	-
Senior Principal Program Manager[7]	-	-	$425.00	-	$435.63	-	$446.52	-
Principal Program Manager[7]	-	-	$395.00	-	$404.88	-	$415.00	-
Senior Principal Subject Matter Expert (SME)[7]	-	-	$415.00	-	$425.38	-	$436.01	-
Principal Subject Matter Expert (SME)[7]	-	-	$390.00	-	$399.75	-	$409.74	-
SUBCONSULTANTS (SBE)								
Schaaf & Wheeler:								
Principal	$255.00	$255.00	$334.10	-	$342.45	-	$351.01	-
Project Manager	$209.10	$209.10	$273.97	$254.96	$280.82	$261.34	$287.84	$267.87
Senior Engineer	$163.20	$163.20	$213.83	$197.66	$219.17	$202.60	$224.65	-
Associate Engineer	$122.40	$122.40	$160.37	-	$164.38	-	$168.49	-
Junior Engineer/Technician	$112.20	$112.20	$147.01	-	$150.68	-	$154.45	-
Senior Project Administrator	-	-	$160.66	-	$164.68	-	$168.80	-
Project Administrator	$112.20	$112.20	$147.01	-	$150.68	-	$154.45	-
Administrative Assistant	-	-	$125.83	-	$128.98	-	$132.20	-
Avila & Associates:								
Project Controls Manager	$205.79	$205.79	$269.63	$263.26	$276.37	$269.84	$283.28	$276.59
Senior Engineer II	$197.84	$197.84	$259.21	-	$265.69	-	$272.33	-
Senior Engineer I	$178.35	$178.35	$233.67	-	$239.52	-	$245.51	-
Project Administration Specialist	$96.04	$96.04	$125.83	-	$128.98	-	$132.20	-
Creighton & Creighton, Inc:								

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	Original Agreement January 24, 2012		Effective January 1, 2024		Effective January 1, 2025		Effective January 1, 2026	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Principal	$190.65	$190.65	$249.79	-	$256.04	-	$262.04	-
Live Oak Associates, Inc:								
Principal	$183.60	$183.60	$240.56	-	$246.57	-	$252.73	-
Senior Associate	$132.60	$132.60	$173.74	-	$178.08	-	$182.53	-
Director of Ecol. Services (SJ)	$153.00	$153.00	$200.46	-	$205.47	-	$210.61	-
Director of Ecol. Services	$142.80	$142.80	$187.09	-	$191.77	-	$196.56	-
Sr. Project Manager	-	-	$162.19	-	$166.25	-	$170.41	-
Project Manager	$112.20	$112.20	$147.01	-	$150.68	-	$154.45	-
Director of Cartography	$122.40	$122.40	$160.37	-	$164.38	-	$168.49	-
Staff Ecologist	$96.90	$96.90	$126.97	-	$130.14	-	$133.39	-
Assistant Project Manager	-	-	$126.97	-	$130.14	-	$133.39	-
Support Staff	$66.30	$66.30	-	-	-	-	-	-
Parikh Consultants, Inc:								
Project Manager	$222.77	$222.77	$291.87	-	$299.17	-	$306.65	-
Senior Project Engineer	$160.67	$160.67	$210.50	-	$215.77	-	$221.16	-
Project Engineer	$125.54	$125.54	$164.49	-	$168.60	-	$172.82	-
Field Engineer	$104.79	$104.79	$137.30	-	$140.73	-	$144.25	-
Staff Engineer	$85.90	$85.90	$112.56	-	$115.37	-	$118.25	-
SPECIALTY SUBCONSULTANTS (Non-SBE)								
M Pauletto And Associates:								
Principal	$240.00	$220.00	$321.76	-	$329.80	-	$338.05	-
Associate	-	-	$300.70	-	$308.22	-	$315.93	-
Strategic Value Solutions								
Team Leader	-	-	$271.28	-	$278.06	-	$285.01	-
Technical Assistant	-	-	$254.32	-	$260.68	-	$267.20	-
Cost Estimator	-	-	$186.50	-	$191.16	-	$195.94	-

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REVISED APPENDIX TWO
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	Original Agreement January 24, 2012		Effective January 1, 2024		Effective January 1, 2025		Effective January 1, 2026	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Administrative Assistant	-	-	$79.12	-	$81.10	-	$83.13	-
Terracon Environmental Consulting								
Principal/Geologist	-	-	$248.36	-	$254.57	-	$260.93	-
Staff Architect	-	-	$176.61	-	$181.03	-	$185.56	-
Administrative Assistant	-	-	$71.75	-	$73.54	-	$75.38	-
Erskine Environmental Consulting								
Principal	-	-	$218.79	-	$224.26	-	$229.87	-
Board Consultant / Technical Reviewer:								
Ray Seed	$229.50	$229.50	$293.37	-	$300.70	-	$308.22	-
Steve Verigin (GEI)	$229.50	$229.50	$293.37	-	$300.70	-	$308.22	-
Sr. Professional Grade 6 (GEI)	-	-	$216.43	-	$221.84	-	$227.39	-
Dan Hertel (Engineering Science)	-	-	$293.37	-	$300.70	-	$308.22	-
Bill Lettis	-	-	$293.37	-	$300.70	-	$308.22	-
Paul Schweiger	-	-	$293.37	-	$300.70	-	$308.22	-
Gregg Korbin	-	-	$293.37	-	$300.70	-	$308.22	-
Angelos Findikakis (Tech Review)	-	-	$293.37	-	$300.70	-	$308.22	-

Note:
7. Hourly rates were approved administratively as documented in a letter from the District to Consultant dated August 16, 2024, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 11.

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B. Unused fees from an active task may be reallocated to another active task provided that the Total Agreement NTE Amount is not exceeded. The Parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. The transference of funds may occur only after written approval from the District Dam Safety and Capital Division Deputy Operating Officer.

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. Other Direct Costs (ODC)

1. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:

2. ODC - Type 1: This includes prime consultant direct costs including the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.

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3. ODC - Type 2:

   a. This includes Subconsultants direct costs including the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty Subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants and the Quarry Expert, refer to Amendment No. 8, Revised Appendix Two, Fees and Payments, Base Hourly Rate Schedule.

   b. Pending District pre-approval of travel, the related costs (e.g. airfare, taxi, rideshare, public transportation, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.

   c. Travel and overnight accommodations, including per diem, for ODC - Type 2 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 a of taxi, rideshare, public transportation or the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs. Per diem shall be limited to the per diem rates for San Jose, Sunnyvale, Palo Alto, and San Jose as published by the US General Services Administration for the current US fiscal year.

   d. Vehicle rental is limited to a compact or economy model.

   e. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

4. ODC - Type 3: (DELETED)

G. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, 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(s) and, if directed or authorized by District, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

H. Consultant's monthly invoices will be prepared in accordance with the terms of Revised Standard Consultant Agreement Section IV, Fees and Payments, this Revised Appendix Two, 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 Project 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

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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.

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 Valley Water, at any time during regular business hours, upon written request by Valley Water. Records and documents to be provided in electronic or hard copy format, at Valley Water's discretion.

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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, 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 Payment and the corresponding retention clause, which was amended in Amendment No. 8 and amended further as stated in Amendment No 11.

O. Small Business Enterprise (SBE) Participation

P. 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 35 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.

Q. With each monthly progress report, Consultant shall provide level of Small Business Enterprise (SBE) participation.

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Revised Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **October 31, 2028**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant has commenced performance of tasks listed in Appendix One and will perform as stated in Revised Appendix One of this Amendment No. 11 as of its effective date.

3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with this Amendment No. 11 to the Agreement pursuant to the Project Schedule table as shown below that is based on the overall District Approved Project Plan schedule. 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 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 the 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, Section VII. Delays and Extensions.

6. District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE (UNCHANGED)
AMENDMENT NO. 1 THROUGH NO. 6

Task	Description	Amendment No. 1 through No. 6
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project		**Duration from Original Agreement (1/24/12)**
101	Project Management & Administration	Duration of Agreement
102	Technical Review & Quality Control	11 years 11 months
103	Regulatory, Permitting & Environmental Coordination	11 years 11 months
104	Public Outreach	11 years 11 months
105	Board of Consultants Coordination	11 years 11 months
106	Supplemental Services for Anderson Dam Seismic Retrofit Project	Duration of Agreement
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
107	PMC Services for Calero Dam Seismic Retrofit Project	9 years 6 months
108	Supplemental Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	9 years 6 months
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 – Almaden Dam Improvements Project		**Duration from Amendment No. 6 (2/28/17)**
111	PMC Services for Almaden Dam Improvements Project	6 years 10 months
112	Supplemental Services for Almaden Dam Improvements Project	Duration of Agreement

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AMENDMENT NO. 12 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE (REVISED)
AMENDMENT NO. 12

Task	Description	Amendment No.12
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project		**Duration from Original Agreement (1/24/12)**
101	Project Management & Administration	Duration of Agreement
102	Technical Review & Quality Control	16 years 9 months
103	Regulatory, Permitting & Environmental Coordination	16 years 9 months
104	Public Outreach	16 years 9 months
105	Board of Consultants Coordination	16 years 9 months
106	Supplemental Services for Anderson Dam Seismic Retrofit Project	Duration of Agreement
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
107	PMC Services for Calero Dam Seismic Retrofit Project	14 years 4 months
108	Supplemental Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	14 years 4 months
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 – Almaden Dam Improvements Project		**Duration from Amendment No. 6 (2/28/17)**
111	PMC Services for Almaden Dam Improvements Project	11 years 8 months
112	Supplemental Services for Almaden Dam Improvements Project	Duration of Agreement

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Contract Administration Unit

AMENDMENT NO. 11 TO AGREEMENT A3555A BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH CORPORATION

AGMT: A3555Ak FILE: 4400

This Amendment No. 11 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of Standard Consultant Agreement A3555A (Agreement) dated January 24, 2012 as amended by Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26, 2015, Amendment No. 4 dated July 15, 2016, Amendment No. 5 dated December 8, 2016, Amendment No. 6 dated March 1, 2017, Amendment No. 7 dated February 22, 2019, Amendment No. 8 dated June 8, 2020, Amendment No. 9 dated April 14, 2021, and Amendment No. 10 dated November 16, 2023, between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and BLACK AND VEATCH CORPORATION (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit Project (Project)**,** Calero Dam Seismic Retrofit Project, Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project, during the planning and design phases; and

WHEREAS, the Agreement currently expires on November 15, 2024; and

WHEREAS, on February 20, 2020, the Federal Energy Regulatory Commission (FERC), which has issued a permit for the District to operate its hydroelectric power station at the Anderson Dam, directed the District to implement all possible, available measures to reduce the risk of failure from an earthquake until the Project is completed, including lowering the water level in the Anderson reservoir, pursuant to a schedule to be provided by the District; and

WHEREAS, the District submitted to FERC a plan to comply with its directive for mitigating risks from significant seismic activity, which included a schedule for construction of a new low-level outlet tunnel at Anderson Dam, the Anderson Dam Tunnel Project (ADTP), (Stage 1) and the schedule for construction of the larger Anderson Dam Seismic Retrofit Project (ADSRP) (Stage 2); and

WHEREAS, the ADTP is currently being built and external regulatory review of construction activities and design changes during construction by the FERC, the California Department of Water Resources, Division of Safety of Dams (DSOD), and an independent, technical Board of Consultants (BOC) is ongoing; and

WHEREAS, design of the ADSRP is in progress and external regulatory review by the FERC, the DSOD, and the BOC is ongoing. Consultant is currently supporting such review and District's construction contractor procurement process which includes prequalifying firms and recommending award to the successful contractor based on Best Value criteria. The District currently plans to award a construction contract during the first quarter of 2026; and

WHEREAS, in a letter dated November 16, 2023, DSOD urged Valley Water to expedite design completion of either the Calero Dam Seismic Retrofit Project (CDSRP) or Guadalupe Dam Seismic Retrofit Project (GDSRP) by summer 2026. In response to DSOD concerns, District has directed Consultant to resume (previously suspended) performing design services related to CDSRP; and

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AMENDMENT NO. 11 TO AGREEMENT A3555A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND BLACK AND VEATCH CORPORATION

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide sufficient time for Consultant to continue performing project management services; increase the Total Not-to-Exceed amount to provide funds for Consultant to perform additional project management services during ADTP construction (Stage 1) and ADSRP planning and design phases (Stage 2) from November 2024 to April 2026, including services related to new activities to be conducted per direction from FERC, the BOC, the National Marine Fisheries Service (NMFS), and DSOD; to modify the Project Schedule for Consultant's performance considering the additional services to be performed; modify the Agreement retention language; and to make administrative changes.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement and Amendment Nos. 1 through 10, Consultant and the District hereby agree to amend the Agreement as follows:

1. Revised Standard Consultant Agreement, Section IV, Fees and Payment, sixth paragraph, was amended in Amendment No. 8 and is now amended to state as follows:

   "A. Consultant is performing project management services for ADSRP, CDSRP, GDSRP, and ADIP. Agreement retention withheld up to May 3, 2023, was released to Consultant after the Design Consultant submitted 90% design documents for ADSRP and 60% design documents for the CDSRP.

   B. District resumed withholding Agreement retention on May 3, 2023, and will continue to do so during the remainder of the design and construction phases of ADSRP, CDSRP, GDSRP, and ADIP.

   C. Consultant may request, and Valley Water may consider and approve, release of retention withheld by Valley Water."

2. Revised Standard Consultant Agreement, Revised Appendix One, Scope of Services, is amended as set forth in Revised Appendix One, Scope of Services, attached hereto and incorporated herein by this reference.

3. Revised Standard Consultant Agreement, Revised Appendix One, Revised Attachment One, Consultant's Key Staff and Subconsultants, is amended as set forth in Revised Appendix One, Revised Attachment One, Consultant's Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.

4. Revised Standard Consultant Agreement, Revised Appendix One, Revised Attachment Two, Dispute Resolution, is amended as set forth in Revised Appendix One, Revised Attachment Two, Dispute Resolution, attached hereto and incorporated herein by this reference.

5. Revised Standard Consultant Agreement, Revised Appendix One, Revised Attachment Three, Task Order Template, is amended as set forth in Revised Appendix One, Revised Attachment Three, Task Order Template, attached hereto and incorporated herein by this reference.

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6. Revised Standard Consultant Agreement, Revised Appendix One, Revised Attachment Four, Non-Disclosure Agreement, is amended as set forth in Revised Appendix One, Revised Attachment Four, Non-Disclosure Agreement, attached hereto and incorporated herein by this reference.

7. Revised Standard Consultant Agreement, Revised Appendix One, Revised Attachment Five, Reference Materials, is amended as set forth in Revised Appendix One, Revised Attachment Five, Reference Materials, attached hereto and incorporated herein by this reference.

8. Revised Standard Consultant Agreement, Revised Appendix Two, Fees and Payments, is amended as set forth in Revised Appendix Two, Fees and Payments, attached hereto and incorporated herein by this reference.

9. Revised Standard Consultant Agreement, Revised Appendix Three, Schedule of Completion, is amended as set forth in Revised Appendix Three, Schedule of Completion, attached hereto and incorporated herein by this reference.

10. Revised Standard Consultant Agreement, Revised Appendix Four, Insurance Requirements, is amended as set forth in Revised Appendix Four, Insurance Requirements, attached hereto and incorporated herein by this reference.

11. All other terms and conditions of Agreement A3555A and Amendment No. 1 through 10, not otherwise amended herein, remain in full force and effect.

SANTA CLARA VALLEY WATER DISTRICT
District

By: Signed by: Nai Hsuen 74DF7C772804475...
Nai Hsuen
Chair, Board of Directors

Date: 11/12/2024

ATTEST: DocuSigned by: Michele L. King 7E1632DBD93E40C...
Michele L. King, CMC
Clerk, Board of Directors

BLACK & VEATCH CORPORATION
Consultant

By: Signed by: Jeff Neemann 3477AA8938CA4D4...
Jeff Neemann
West Region, Managing Director

Date: 11/1/2024

Consultant's Address:
2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES

This Revised Appendix One amends the current Revised Appendix One, Scope of Services as stated herein. This Revised Appendix One describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project), Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project, and the Almaden Dam Improvements Project.

ANDERSON DAM SEISMIC RETROFIT PROJECT
PROJECT OVERVIEW, PROJECT BACKGROUND, and PROJECT DELIVERY APPROACH

I. PROJECT OVERVIEW (UNCHANGED)

A. The Anderson Dam Seismic Retrofit Project (Project) was initiated in 2012 and is currently in the Design Phase. In December 2016, a Project update was presented to the District's Board of Directors, indicating that, as a result of geotechnical investigations completed in the spring of 2016 and associated dam failure scenario analyses, a more extensive retrofit of the dam embankments is required to meet the Project objectives.

B. At the direction of the District, the Project Management services consultant (PMC) is responsible for assisting the District with the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives. The PMC will manage its team (as described below in Article III. Project Delivery Approach) to assist the District with:

1. Resolving the seismic deficiencies at Anderson Dam per the State of California Department of Water Resources, Division of Safety of Dams (DSOD) / Federal Energy Regulatory Commission (FERC) standards and in a timely manner;

2. Meeting the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures as provided in Attachment 6 to this Revised Appendix One;

3. Meeting the requirements of applicable federal, state, and local laws and regulations required for Project delivery;

4. Meeting requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;

5. Providing a well-supported basis to address stakeholders' interests;

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6. Providing the District's Board of Directors, FERC, and DSOD with the basis for approving the proposed Project. The proposed Project and alternatives will be developed by the Design Consultant in concert with direction provided by the District and input from the PMC.

II. PROJECT BACKGROUND (REVISED)

A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

B. The State of California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) have jurisdictional oversight of Anderson Dam facilities. Anderson Dam (Dam) is an earth-fill dam with a maximum height of about 240 feet. The crest is approximately 1,400 feet long and is 25 to 43 feet wide at approximately elevation 648 feet, NAVD88. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

C. Anderson Reservoir's capacity is approximately 90,400 acre-feet, and receives water through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The spillway is located on the north side of the dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The outlet works has the capability to release flows up to 550 cfs through a 49-inch diameter outlet pipe. The outlet works is also connected to the District's treatment plants via the District's in-county transmission system and is used to convey raw water to these plants for treatment. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline).

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D. The Anderson Dam Seismic Retrofit Project (ADSRP) was initiated based on findings from the 2011 Seismic Stability Evaluation prepared for the District by the consulting firm of AMEC Geomatrix, Inc. This study indicated there was potential for seismically-induced slope instability and excessive deformation of the upstream and downstream sides of the dam due to potentially liquefiable alluvium and lower finer fill. Additionally, this study identified the potential for fault rupture to occur on the Coyote Creek Range Front faults that could damage the outlet works.

E. Planning for the ADSRP began in 2012. The District retained HDR Engineering, Inc. (HDR) to perform the planning phase. During planning, additional dam safety deficiencies were identified including the inadequate outlet works capacity to draw down the reservoir per DSOD requirements, and inability to safely pass the Probable Maximum Flood (PMF), based on an updated PMF hydrologic analysis performed by HDR.

F. The Design Consultant, URS Corporation, DBA URS Corporation Americas, was hired in 2013. The major Project design components identified in the planning phase included a new high-level outlet, new low-level outlet in an oversized tunnel, spillway and dam crest modifications, and upstream and downstream buttresses to stabilize the embankment.

1. During the course of the design phase, additional dam safety deficiencies were identified including embankment transition zone quality, fault rupture across the embankment, and potentially liquefiable soils in the upstream dam embankment. The Design Consultant revised the embankment design approach to mitigate these deficiencies and is working towards acceptance of the redesign by the regulatory agencies.

2. The modified Project calls for the replacement of most of the existing dam with embankments that will meet modern dam safety and performance standards. Much of the material from the existing dam will be reused in the embankment reconstruction. The size of the reconstructed dam will be similar to that of the existing dam. The new dam cross-section will be a compacted, zoned embankment dam with a central impervious clay core. It will include both a triple-layer chimney and horizontal blanket filter/drain/transition zones and compacted gravel shells. These features would address the previously-described dam deficiencies. All the liquefiable material at the base and foundation of the dam will also be removed.

3. By letter dated February 8, 2022, DSOD required that the design capacity objective for the unlined portion of the spillway channel be the Probable Maximum Flood, resulting in the need to extend the lined spillway.

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G. By letter dated February 20, 2020, FERC advised the District that, due to the limited outlet capacity at the existing Anderson Dam and the presence of populated areas downstream of the dam, the District must take all measures available to reduce the risk of failure from an earthquake as much as possible until full remediation of the Anderson Dam is accomplished.

1. FERC specifically directed the District to: (1) maintain the Anderson Reservoir no higher than elevation 565 feet (NAVD88); (2) begin further lowering the reservoir to elevation 490 feet (dead pool) no later than October 1, 2020; and (3) within thirty days from the date of their letter, file with FERC's Regional Engineer, a plan and schedule for the low-level outlet as soon as possible.

2. To comply with the FERC directed interim risk reduction measures, the ADTP (Stage 1) was separated from the ADSRP (Stage 2) as a separate design package and construction contract. The Stage 1 outlet tunnel is being constructed under the ADTP which is expected to be completed by the summer of 2025.

H. An Environmental Consultant, Horizon Water and Environment, LLC, (Horizon), was hired in early 2020. The District retained Horizon to complete the environmental documents drafted by HDR and assist the District in securing environmental regulatory permits. During design, following numerous discussions with FERC and National Marine Fisheries Services (NMFS), it has been determined that post-operation of Anderson Reservoir will need to be addressed as part of the environmental consultation, which is a significant change to the Project's approach and delivery to date. This scope of services was not included in HDR's planning phase agreement and Horizon, having specific expertise in fisheries, was hired to complete the final environmental documents and perform the permitting work.

1. November 1, 2021, Horizon was acquired by Montrose Environmental Group, Inc., and has continued to operate as a separate legal entity and wholly owned subsidiary of Montrose Environmental Group, Inc. since that date.

I. The Draft Environmental Impact Report (EIR) was released for public review on September 1, 2023, and the public comment period closed on November 8, 2023. Due to certain changes in the planned construction, Valley Water issued a Partially Recirculated Draft EIR on August 5, 2024, to include updates to ADSRP project description, air quality, greenhouse gas emissions, noise, and aesthetics sections for additional public comment before finalizing the document.

J. The Calero Dam is operated under DSOD water level restrictions due to seismic concerns. In a letter dated November 16, 2023, DSOD has requested Valley

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Water accelerate and complete the design of the CDSRP by July 1, 2026. In the same letter DSOD downgraded the safety rating of Calero Dam from Fair to Poor.

III. PROJECT DELIVERY APPROACH (REVISED)

A. The District's Project delivery approach includes retaining independent, separate consulting firms as described below:

1. Project Management Consultant (PMC) firm, Black & Veatch Corporation, or (Project Management Team), Consultant herein, has been retained to assist with the delivery of the Project at the direction of the District.

2. The Planning Consultant (PC or Planning Team) firm, HDR Engineering, Inc., was retained to perform preliminary engineering services and to develop the required draft environmental documents (Draft Environmental Impact Report and Draft Environmental Impact Statement) in support of the Project. The Planning Consultant is responsible for defining deficiencies in existing facilities; defining criteria that provide a basis for engineering solutions to address the deficiencies; development of conceptual engineering solutions that address the deficiencies; and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors (Board).

   HDR Engineering, Inc.'s consultant agreement with the District was amended to reduce its scope, which has now been completed, consistent with HDR's completed Project role. The District's Consultant Agreement with HDR expired on April 30, 2021.

3. The ADSRP Design Consultant (DC or Design Team), URS Corporation, DBA URS Corporation Americas, has been retained to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. The DC has been performing engineering support services during the ADTP construction phase and a separate amendment to their agreement will be negotiated prior to the ADSRP construction phase.

4. On September 21, 2023, Amendment No. 3 to Agreement A4325G was executed with Environmental Consultant, Horizon. It significantly reduced the environmental planning and regulatory permitting scope of services to be performed after the September 1, 2023 initial release of the Draft Environmental Impact Report (EIR) for public review.

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5. A second Environmental Consultant, Rincon Consultants, Inc. (Rincon), was retained on July 13, 2023, to provide additional resources for technical editing, quality assurance, quality control, finalization of select sections, and document production of the initial Draft EIR sections prepared by Horizon. An amendment to the agreement added scope for Rincon to assist with the initial preparation of response to comments on the Draft EIR and provide technical modeling support of select EIR sections. Rincon also provided draft EIR materials related to air quality, greenhouse gas, and noise impact analyses. The District's Consultant Agreement with Rincon expires on December 31, 2024.

6. A separate Agreement was executed with Rincon Consultants, Inc. (Rincon) effective April 23, 2024, to provide environmental planning and permitting services to produce the Final EIR, complete the CEQA process, support possible environmental documentation required under the National Environmental Policy Act, and perform environmental planning tasks that may arise for other Project environmental approvals.

7. An additional Environmental Consultant (EC or Environmental Team), Stillwater Sciences (Stillwater) has been retained to provide regulatory permitting services, creek restoration modeling and design support for Project conservation measures, federal Endangered Species Act Section 7 consultation for fisheries resources, biological monitoring of fisheries resources for FERC Order Compliance Project environmental compliance, and general environmental support services for fisheries resources topics, as needed.

8. Another Environmental Consultant (EC or Environmental Team), H.T. Harvey and Associates (HT) has been retained to provide state and federal regulatory agency permit application development and processing, Santa Clara Valley Habitat Plan compliance documentation, terrestrial habitat restoration design support, biological monitoring of terrestrial natural resources for FERC Order Compliance Project environmental compliance, and general environmental support services for terrestrial natural resources topics, as needed.

9. COWI North America has been retained to perform construction management services during construction of the ADTP (Stage 1); oversee the construction contractor's performance; and coordinate with the other District Consultants during construction.

10. GEI Consultants Inc. (GEI) has been retained as Planning and Environmental Consultant for the Calero Dam Seismic Retrofit Project.

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11. Stantec Consulting Services Inc. (Stantec) has been retained as Design Consultant to perform engineering design services in support of the Calero Dam Seismic Retrofit Project (CDSRP), including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase will be negotiated with the CDSRP Design Consultant prior to the construction phase.

12. GEI Consultants Inc. (GEI) has been retained as Planning and Environmental Consultant for the Guadalupe Dam Seismic Retrofit Project (GDSRP). GEI has also been retained as Design Consultant to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase will be negotiated with the GDSRP Design Consultant prior to the construction phase.

13. URS Corporation, DBA URS Corporation Americas, has been retained as Planning, Design and Environmental Consultant for Almaden Dam Improvements Project (ADIP). Engineering support services during the construction phase will be negotiated with this ADIP Consultant prior to the construction phase.

B. Depending on several factors, such as availability of funding, satisfactory performance by the PMC, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of this Agreement term and subsequent Agreement term extensions to include Project Management services during the construction and closeout phases of ADSRP, CDSRP, GDSRP, and ADIP.

1. The performance criteria to be used by the District includes, but is not limited to, the PMC's ability to deliver the technical and management work products, successful implementation of the District's QEMS procedures, record of providing effective stakeholder communication, and ability to guide quality and risk management functions.

2. The Parties negotiated amendments to this Agreement to include Project Management services for other dam seismic retrofit projects (CDSRP, GDSRP, and ADIP) pursuant to Amendment No. 2, Amendment No. 6, and Amendment No. 8.

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Pursuant to Amendment No. 2, Task 11 Supplemental Services was revised to add 11.7 Design and Constructability Reviews for the Calero-Guadalupe Dams (CGD) Seismic Retrofit Projects. Task 12 Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofit Projects was also added in Amendment No. 2.

Pursuant to Amendment No. 6, Task 11 was modified to only include scope for Supplemental Services for the ADSRP. Task 12 was revised and renumbered to provide for PMC services for CDSRP in Tasks 107-108; PMC Services for GDSRP in Tasks 109-110; and added PMC services for Almaden Dam Improvements Project as new Tasks 111-112.

3. Pursuant to Amendment No. 8, design and construction of the CDSRP was deferred by the Board, so the remaining budget designated for the CDSRP (Task 108) was re-allocated in Amendment No. 8 to the GDSRP. The budget for PMC Services for GDSRP (Task 109 and Task 110) was depleted and required additional budget for the firm to continue performing services from January 2020 to December 2022.

   An administratively approved re-allocation of remaining budget that was in the ADIP (Task 111 and Task 112), and transferred to the ADSRP, was also documented in the Amendment No. 8. Services yet to be performed for ADIP relate to the Phase 2 Spillway Evaluation for which Consultant's support is no longer required.

4. Pursuant to Amendment No. 9, the Consultant performed additional project management services during the planning and design phases for a period of three years, from January 2021 to December 2023. The services provided included those related to new activities conducted per direction from FERC, the BOC, NMFS, and DSOD. The Amendment also extended the Agreement duration to provide time for Consultant to perform project management services during review of the final design documentation by DSOD, FERC, and other permitting agencies, and implemented administrative revisions to the Agreement.

5. Pursuant to Amendment No. 10, the term of the Agreement was extended from December 31, 2023 to November 15, 2024 to allow Consultant to continue to perform project management services during the planning and design phases of the ADSRP and construction phase of the ADTP.

6. Amendment No. 11 provides for the Consultant to perform project management services during the ADSRP and CDSRP design phase from November 2024 to April 2026. The services include new activities or project management services during the construction contractor

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procurement process for ADSRP and support for CDSRP during the design and environmental compliance and permitting phase.

7. The scope of services for Agreement has been amended to close out completed tasks and modify the scope of services for the ADSRP and CDSRP. Additionally, Amendment No. 11 will extend the Agreement expiration date by seventeen months, incorporate administrative updates for the ADSRP, the CDSRP, the GDSRP, and the ADIP, all projects included in this Agreement.

C. Regardless of the assessment by District of PMC's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope of services, as well as reserves the right to reduce or remove the scope of services.

IV. PROJECT OBJECTIVES FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (REVISED)

A. The District’s objectives for the ADSRP include:

1. Stabilize the dam embankment for the Maximum Credible Earthquake (MCE) on the Calaveras and Coyote Faults;

2. Mitigate the risk of embankment failure due to fault rupture;

3. Modify the existing spillway and/or raise the dam crest and make other modifications as required to accommodate the Probable Maximum Flood (PMF);

4. Replace the outlet works to mitigate the potential fault rupture risk from the MCE on the Coyote Creek-Range Front fault zone; meet current State of California Department of Water Resources, Division of Safety of Dams (DSOD) emergency drawdown flow requirements, and provide additional flood management flow requirements for District’s use; and

5. Correct other dam safety deficiencies that are identified during the Design and Construction Phase of the Project.

B. The District’s objectives for the CDSRP include:

1. Stabilize the Calero Dam embankments for the Maximum Credible Earthquake;

2. Modify or replace the outlet works if determined to be inadequate;

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3. Modify the spillway or increase the freeboard of the Calero dams for safe passage of the Probable Maximum Flood (PMF);

4. Design the outlet pipe and tunnel capacity to support a potential future expansion of the reservoir storage;

5. Remove or relocate the Bailey Ranch structures and breach Fellow's Dike; and

6. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.

C. The District's objectives for the GDSRP include:

1. Stabilize the Guadalupe Dam embankment to withstand a Maximum Credible Earthquake (MCE);

2. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);

3. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements;

4. Relocate the Guadalupe Dam intake structure out of the upstream berm in a timely manner; and

5. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.

D. The District's objectives for the ADIP include:

1. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);

2. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements; and

3. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.

E. At the direction of the District, the PMC will assist the District with delivery of the ADSRP by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives for the Project as follows:

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1. Resolve the seismic deficiencies per DSOD/ Federal Energy Regulatory Commission (FERC) standards;

2. Meet the District's Dam maintenance and operational requirements;

3. Meet the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures and guidelines;

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 and FERC;

6. Result in the District's Board of Directors, FERC, and DSOD approving Project decisions.

F. At the direction of the District, the PMC will assist with the delivery of the CDSRP, the GSRP, and ADIP by providing administrative, and if needed, technical review of phase consultant deliverables to support the District's Project Managers as outlined in this Scope of Services.

V. GENERAL ASSUMPTIONS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (UNCHANGED)

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VI. GENERAL CONDITIONS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (REVISED)

A. At the direction of the District, the PMC is required to work closely and collaborate with the Design, Planning, Environmental Consultants, District Management, and District engineering, environmental, operations, and maintenance staff to gain the necessary understanding of the District's requirements, needs, operational constraints and preferences, so as to address and complete key milestones and deliverables associated with the Project objectives.

B. The PMC is responsible for performing this Scope of Services in compliance with all applicable federal, state, local, and District regulatory standards and guidelines.

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C. The PMC shall use California State Licensed Contractors, Engineers, and Surveyors to perform the work appropriate to their licensing that is described in this Scope of Services. The PMC shall make available upon request by the District, qualifications, and licensing of personnel used in execution of the work.

D. The PMC shall use Microsoft Office software and versions of applications for word processing, spreadsheets, scanned documents, and the latest version of Computer Aided Drafting and Design (CADD) applications (if drawings/plans are included) that meets District software application standards used at the time(s) the services are performed.

E. The PMC shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation, and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

1. Valley Water Standardization Requirements

   a) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) the services are performed.

   b) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by Consultant.

F. Geospatial Information System (GIS) data and deliverables shall comply with the District's Standards for GIS products.

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G. PMC shall follow the District's procedures and work instructions including the District's QEMS procedures and guidelines unless otherwise instructed by the District's Project Manager.

H. The District will facilitate access to District facilities as required for the PMC to complete this Scope of Services.

VII. PROJECT TASKS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (REVISED)

Project Tasks included in this Scope of Services are described in detail in this Section. The task structure established for the original Agreement, and in place for Amendments No. 1 through 5, was completely revised in Amendment No. 6 to appropriately consolidate services for the Anderson Dam Seismic Retrofit Project and to add particular tasks relating only to the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project and the Almaden Dam Improvements Project.

As shown in the Revised Task Descriptions table (Retitled and Revised), multiple original tasks were grouped into a single task; certain tasks were renumbered; and new tasks were added. Existing tasks were modified as well as renumbered.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES

REVISED TASK DESCRIPTIONS (UNCHANGED)
AMENDMENT NO. 2 THROUGH AMENDMENT NO. 8

Amendment No. 2			Amendments No. 6	Amendments No. 8	
		Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project			
Task No.	**Task Description**	**Task No.**	**Task Description**	**Task No.**	**Task Description**
1	Project Management and Capital Project Delivery	101	Project Management and Administration	101	Project Management and Administration
2	Coordination and Communication				
3	Administrative Work				
6	Agreements, Contracts and Services				
7	Implement Value Engineering/ Constructability Review	102	Technical Review and Quality Control	102	Quality Assurance and Quality Control
8	Quality Assurance and Quality Control				
5	Stakeholder Engagement	103	Regulatory, Permitting & Environmental Coordination	103	Regulatory, Permitting & Environmental Coordination
4	Public Outreach	104	Public Outreach	104	Public Outreach
9	Board of Consultants	105	Board of Consultants Coordination	105	Board of Consultants Coordination
10	Interim Safety Measures (Not Used)	-	Not Used	-	Not Used
11	Supplemental Services	106	Supplemental Services for ADSRP	106	Supplemental Services for Anderson Dam Seismic Retrofit Project
12	Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofits Project[1]		**Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project**		
		107	PMC Services for Calero Dam Seismic Retrofit Project[2]	107	PMC Services for Calero Dam Seismic Retrofit Project
		108	Supplemental Services for Calero Dam Seismic Retrofit Project[2]	108	Supplemental Services for Calero Dam Seismic Retrofit Project
			Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		
		109	PMC Services for Guadalupe Dam Seismic Retrofit Project[2]	109	PMC Services for Guadalupe Dam Seismic Retrofit Project

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Amendment No. 2			Amendments No. 6		Amendments No. 8	
		110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project[2]		110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project
		Tasks 111 thru 112 - Almaden Dam Improvements Project				
		Provide Project Management Services for Almaden Dam Improvements Project – NEW[2]	111	PMC Services for Almaden Dam Improvements Project	111	PMC Services for Almaden Dam Improvements Project
			112	Supplemental Services for Almaden Dam Improvements Project	112	Supplemental Services for Almaden Dam Improvements Project

NOTES
1. Amendment No. 2: added new Task 11.7 Supplemental Services, Design and Constructability Reviews for the Calero Dam Seismic Retrofit Project, and Guadalupe Dams Seismic Retrofit Projects and added Task 12 Provide Project Management Assistance for Calero Dam Seismic Retrofit Project and Guadalupe Dams Seismic Retrofits Project.
2. Amendment No. 6: revised and renumbered Tasks 1-12: Task 11 scope was modified to only pertain to the ADSRP; Task 12 was renumbered 101-110; and Task 12 was revised to add Tasks 111-112 for PMC Services for the Almaden Dam Improvements Project.
3. Amendment No. 8: revised the Scope of Services for Tasks 101-112 and retitled Task 102. Although the term of the Agreement was extended to June 30, 2022, the budget was allocated only up to December 31, 2020.
4. Amendment No. 9 used same task titles as Amendment No. 8.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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SCOPE OF SERVICES

REVISED TASK DESCRIPTIONS (REVISED)
AMENDMENT NO. 9 AND AMENDMENT NO. 11

	Amendment No. 9		Amendment No. 11	
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project				
Task No.	**Task Description**		**Task No.**	**Task Description**
101	Project Management and Administration		101	Project Management and Administration
102	Technical Review and Quality Control		102	Quality Assurance and Quality Control
103	Regulatory, Permitting & Environmental Coordination		103	Regulatory, Permitting & Environmental Coordination
104	Public Outreach		104	Public Outreach
105	Board of Consultants Coordination		105	Board of Consultants Coordination
106	Supplemental Services for ADSRP		106	Supplemental Services for Anderson Dam Seismic Retrofit Project
	Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project			
107	PMC Services for Calero Dam Seismic Retrofit Project[2]		107	PMC Services for Calero Dam Seismic Retrofit Project
108	Supplemental Services for Calero Dam Seismic Retrofit Project[2]		108	Supplemental Services for Calero Dam Seismic Retrofit Project
	Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project			
109	PMC Services for Guadalupe Dam Seismic Retrofit Project[2]		109	PMC Services for Guadalupe Dam Seismic Retrofit Project
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project[2]		110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project
Tasks 111 thru 112 - Almaden Dam Improvements Project				
Provide Project Management Services for Almaden Dam Improvements Project – NEW[2]	111	PMC Services for Almaden Dam Improvements Project	111	PMC Services for Almaden Dam Improvements Project
	112	Supplemental Services for Almaden Dam Improvements Project	112	Supplemental Services for Almaden Dam Improvements Project

NOTES
1. Amendment No. 9 used same task titles as Amendment No. 8.
2. Amendment No. 10 used same task titles as Amendment No. 9.
3. Amendment No. 11 uses same task titles as Amendment No. 9.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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SCOPE OF SERVICES

TASKS 101 THROUGH 106 - ANDERSON DAM SEISMIC RETROFIT PROJECT

Task 101 - Project Management and Administration (REVISED)

The PMC will assist with project management and capital project delivery tasks including but not limited to: updating the Project Plan and the Project Work Plan; preparing monthly Project reports; assisting with the preparation of the Change Management Memorandum; maintaining the Project Files; providing oversight management of the planning and design phase work; managing the transition reporting process between the phases of work for Project continuity; working with the District to obtain Stakeholder Engagement.

Task 101.A - Implement Capital Project Delivery (REVISED)

101.A.1 Assist the District's Project Manager in the preparation of project Change Management Memoranda (assume update twice per year). DELETED

101.A.2 Assist the District's Project Manager to update the Project Plan (assume update twice per year). DELETED

101.A.3 Track and manage the District-approved Project Plan. DELETED

101.A.4 Assist the District's Project Manager with preparation of the annual updates to the Project Management Work Plan.

101.A.5 Routinely monitor and track schedule. Prepare monthly updates to the Master Project Schedule.

101.A.6 Assist the District's Project Manager with annual updates to the Cost Management Plan.

Task 101.B - Assist in Providing Oversight Management for Planning Consultant's Scope of Services (COMPLETED)

101.B.1 Maintain open dialogue with the Planning Consultant (PC) to review the progress of the PC's scope of services and to address any questions or requests for information that may pertain to the PC's scope of services.

101.B.2 Conduct monthly management meetings on an as-needed basis with the Planning Consultant to review overall performance compared with the Planning Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

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101.B.3 Respond to requests for information and/or clarification sent by the Planning Consultant that require District input for purposes of progressing the work.

101.B.4 Monitor Planning Consultant's progress to verify conformance to the Project Work Plan.

101.B.5 When requested, assist the District with the management of the Planning Consultant's Agreement.

Task 101.C - Assist in Providing Oversight Management for Design Consultant's Work - COMPLETED

101.C.1 Maintain open dialogue with the Design Consultant to review the progress of work and to address any questions or requests for information that may pertain to the progress of the work.

101.C.2 Conduct monthly management meetings with the Design Consultant to review overall performance compared with the Design Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

101.C.3 Prepare for and conduct Design Review Workshops at the 30% and 60%, levels of design completion.

101.C.4 Respond to requests for information and/or clarification sent by the Design Consultant that require District input for purposes of progressing the work.

101.C.5 Monitor Design Consultant's progress to verify conformance to the Project Work Plan.

101.C.6 When requested, assist the District with the management of the Design Consultant's Agreement.

Task 101.D - Assist with the Preparation of the District Contract Administration System (CAS) Process Documents (DELETED)

Task 101.E - Communication's Plan (UNCHANGED)

101.E.1 Provide annual updates of the Project Communication's Plan. Coordinate Plan updates with Tasks 101 and 105.

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Task 101.F - Coordinate with District Management (REVISED)

101.F.1 Maintain routine contact and communication with the District's Project Manager including preparation and participation in weekly administrative and technical briefings (2 meetings per week).

101.F.2 Assist with preparation of Monthly Project Status Reports and participate in monthly meetings with the Dam Safety and Capital Delivery (DSCD) Deputy Operating Officer (DOO).

101.F.3 Conduct monthly environmental briefings with the District's Project Manager. – COMPLETED

101.F.4 Review and assist in approving Phase Consultants' monthly reports and recommending District approval of the undisputed amounts associated with their monthly invoices.

Task 101.G - Coordinate with District Operations and Maintenance (O&M) and Environmental Staff (COMPLETED)

101.G.1 Solicit administrative and technical requirements from District O&M and Environmental staff and verify that the requirements have been addressed.

101.G.2 Maintain liaison with District O&M and Environmental staff as end user/customer.

101.G.3 Solicit O&M and Environmental staff input during Value Engineering (VE) and constructability reviews.

101.G.4 Receive O&M and Environmental staff input on potential safety and environmental concerns/considerations.

101.G.5 Assist District's Project Manager in conducting monthly Project briefings with District O&M and Environmental staff, when requested.

Task 101.H - Coordinate with District Counsel (DELETED)

Task 101.I - As Needed Project Management Support for District Project Manager (REVISED)

101.I.1 Provide project management, coordination, advice, and support to the District Project Manager on an as-needed basis.

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Task 101.J - As Needed Administrative Support for District Project Manager (UNCHANGED)

101.J.1 The PMC will provide administrative support to the District's Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. Level of effort for as needed administrative support assumed to be 14 hours per week for PMC Senior Project Administrator assumed.

Task 101.K - Establish and Maintain a Project-specific Document Control System (REVISED)

101.K.1 Prepare annual updates to the Document Control Management Plan.

101.K.2 Provide a Project-level file sharing system for transferring files to and from parties external to the District. The PMC plans to use the web service www.ibackup.com or other similar file transfer service.

101.K.3 Manage internal District files on the District's network (P drive) using a file structure approved by the District's Project Manager.

101.K.4 Implement hard copy filing system in District offices using a file structure that mirrors the District's P drive, as determined by District Project Manager.

101.K.5 Prepare and distribute document control system reports and logs on request (assume twice per year).

Task 101.L - Maintain Project Correspondence and Meeting Logs (UNCHANGED)

101.L.1 Maintain Project-level correspondence logs and meeting logs. Provide monthly updates of the tracking logs.

Task 101.M - Assist with Preparation and Presentation of Reports to District Board of Directors (Board) (DELETED)

101.M.1 Assist with preparation and presentations on Project-level status reports to the District's management, internal stakeholders and Board (assume twice per year).

101.M.2 Assist with the preparation of agenda packages for Board meetings.

101.M.3 Assist with the preparation of Chief Executive Officer (CEO) bulletins.

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101.M.4 Assist with the preparation of responses to Board questions and monthly Board Fact Sheets, as requested by District.

101.M.5 Prepare meeting notes and action items.

Task 101.N - Risk Management Plan (REVISED)

101.N.1 PMC Risk Manager to update and coordinate Risk Management Plan.

101.N.2 Prepare and maintain a risk register that includes potential costs and schedule consequences to the Project and plans for mitigation.

101.N.3 Conduct project risk review workshops with the Design and Environmental Consultants and District staff. Perform (1) workshop at the 100% design level, and (2) workshop at the pre-bid milestone.

101.N.4 Develop mitigation plans for key risks in conjunction with the District and its Phase Consultants. For each risk item, document and manage the mitigation through the Design Phase of the Project. Develop probabilities of occurrence with cost and schedule consequences for key risks. Make recommendations to the District on key risks that cannot be effectively mitigated in Design.

a. Mitigation Plans for key risks will be developed for up to 6 items agreed to in discussion with the District. Mitigation Plans currently anticipated to include at a minimum: stability within the reservoir rim; diversion-related flood risks during construction; borrow source availability; unforeseen geologic conditions.

Task 101.O - Geospatial Information System (GIS) Integration and Standards (REVISED)

101.O.1 Provide GIS support in the preparation of presentation materials as well as specialized GIS based analysis for the District's use.

Task 101.P ADSRP Construction Contractor Procurement Support (NEW)

101.P.1 Provide project management, coordination, advice, and support regarding procurement of the ADSRP construction contractor based on Best Value criteria, as needed.

101.P.2 Provide support during the construction contractor procurement prequalification process and Request for Technical Proposals and Bid Price process, as requested by District's Project Manager.

101.P.3 Provide support managing the construction contractor procurement process and documenting key decisions.

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101.P.4 Assist in the development of the Invitation to Bid document and other relevant supporting documents.

101.P.5 Provide Bid/Award Support, including assistance with contractor question responses and addenda.

Task 101 Assumptions (UNCHANGED)

1. The Planning, Environmental and Design Consultants will be responsible for updates to their individual Work Plans.

2. Not all routine and/or Project related electronic mail (E-mail) correspondence will be included in the Project-specific Document Control system or log. Documents will only be included when the preparer specifically transmits an electronic document or e-mail directly to PMC's Document Control for inclusion into the Project's document control system.

3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.

4. District is responsible for payment of all permit fees directly to the applicable agency.

Task 101 Deliverables (RENUMBERED AND REVISED)

1. Project Plan updates DELETED
2. Updates to the Project Management Work Plan and Cost Management Plan, as needed
3. Cost reports, as needed
4. Updates to the Master Project Schedule
5. Mitigation Plans for Key Risks
6. Updates to the Risk Management Plan
7. Risk Register
8. Updates to the Project Communication's Plan
9. Monthly Environmental Briefing Agendas - COMPLETED
10. Board agenda packages and presentation materials - DELETED
11. Updated Document Control Plans
12. DELETED
13. DELETED, TASK MOVED TO TASK 103 Regulatory, Permitting, & Environmental Coordination
14. Document control system reports and logs
15. Correspondence and meeting logs
16. Draft and final agendas for Monthly Management Meetings and Design Review Workshops - COMPLETED
17. Draft and final meeting records (notes and action items) from Monthly Management Meetings and Design Review Workshops - COMPLETED

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18. Letters of transmittal and/or memoranda transmitting information and/or providing clarifications to questions or information requests made by the Phase Consultants - COMPLETED
19. Draft and final documents relating to the ADSRP construction contractor procurement prequalification process and Request for Technical Proposal and Price process, based on implementing the Best Value method.

Task 102 - Quality Assurance and Quality Control (REVISED)

PMC will maintain the Project's quality assurance and quality control (QA/QC) plan, as well as prepare their own QA/QC plan for their own deliverables. At the direction of the District's Project Manager, the PMC will confirm the Design Consultant deliverables comply with the Phase Consultants QA/QC processes and procedures, and the District's QEMS procedures, pursuant to Agreement A3676A with URS Corporation Americas.

Technical reviews of Environmental and Design Consultant deliverables may be requested at the direction of the District's Project Manager.

As requested by the District Project Manager, the PMC will also perform Value Engineering (VE) and Constructability reviews.

Task 102.A - Maintain Project's Quality Assurance Quality Control (QA/QC) Plan (REVISED)

102.A.1 Maintain a Project QA/QC Plan in accordance with District requirements. Update the QA/QC Plan on an annual basis to reflect any changes in process and/or technical work subject to compliance with the Plan.

102.A.2 Conduct annual audits of Project Management and Design Phase Consultant's Compliance with the requirements of the QA/QC Plan. Prepare brief memoranda that summarize outcomes of the audits.

Task 102.B - Project Management Consultants' Compliance (UNCHANGED)

PMC will prepare a QA/QC plan documenting their procedures to ensure their services and deliverables meet the District's QEMS, as well as accepted practices and standards of their own profession. District reserves the right to request and review the PMC documentation demonstrating their adherence with their own quality assurance procedures.

Task 102.C - Planning Consultant's Project Deliverables QA/QC Compliance (REVISED)

102.C.1 Review Environmental Consultant's Project deliverables according to the Planning Consultant's Agreement with the District to verify conformance to

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the agreed to scope of services. Review shall include the following:

a. Verify that deliverables conform to the District's QEMS and Project Requirements.

b. Verify that deliverables meet quality, schedule, and budget objectives.

c. Coordinate with District staff and provide consolidated comments to the Planning Consultant on its work products.

102.C.2 Review of Environmental Consultant deliverables will include an initial cursory review of in progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL submittals including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resources, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Administrative (Draft) EIR outline, Administrative (Draft) EIR.

Task 102.D - Design Consultant's Deliverables QA/QC Compliance (REVISED)

102.D.1 Review Design Phase Consultant's Project deliverables according to the Design Consultant's Agreement with the District to verify conformance to the agreed to scope of services.

a. Verify that deliverables conform to the District's QEMS and Project Requirements.

b. Verify that deliverables meet QA/QC processes and procedures, schedule, and budget objectives.

c. Coordinate with District staff and provide consolidated comments to the Design Consultant on its work products.

102.D.2 Review of Design Consultant deliverables will include an initial cursory review of all in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including, but not limited to review of the following documents: Geotechnical Data Report, Geotechnical investigation Work Plans / Drilling Program Plans, Test Fill Work Plan, Test Fill TM, Design Criteria Memorandum, Embankment Stability, Embankment Deformation and Settlement Analyses, Foundation and Embankment Seepage, Geotechnical Characterization Report, Geotechnical Baseline Report, Reservoir Operations, Material Development and Handling, Cofferdam, TM, Coyote Creek Modification Alternatives Analysis TM, Monte Carlo Analysis of Critical Patch of Construction Schedule, Spillway Hydraulics TM, Embankment Basis of Design, Outlet

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Works Basis of Design, Embankment Instrumentation TM, Spillway Basis of Design TM, Outlet Works Basis of Design, Basis of Design Report, Civil, Roads and Utilities technical memoranda, NOA and Metals Evaluation Report, Construction Sequencing Plan, Comment Resolution Document, Bid Sheet, Construction Permit Framework Document, Commissioning, Training and Maintenance Plan, Design to Construction Phase Transition Report.

102.D.3 Review of Design Consultant design submittal deliverables will include review and written comments the DRAFT, REVISED DRAFT and FINAL SUBMITTALS. [30%, 60%, 90%, 100%, Final, and Bid Set Plans, Specifications, and Estimates (PS&E) submittals].

Task 102.E - Technical Consultation and Support (UNCHANGED)

102.E.1 As directed by the District's Project Manager, the PMC will provide technical consultation, advice, and support on an as-needed basis.

Task 102.F - Arrange and Conduct Value Engineering (VE) Sessions (COMPLETED)

VE session will include 6 technical experts selected by the PMC including a facilitator and will include 40 hours per participant for background review of Project documents, 3-day workshop including site visit and preparation and submittal of a technical report summarizing recommendations. The VE session will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.

102.F.1 Conduct a VE session of the proposed statement of work during the Design Phase.

102.F.2 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.

Task 102.G - Arrange and Conduct Constructability Review (COMPLETED)

The Design Consultant has completed a constructability review of the embankment production rates for the 60% design. The PMC will reference and incorporate the Design Consultant's information and perform the constructability review for remainder of the entire Project.

PMC's constructability reviews will include 4 construction management professionals or contractors selected by the PMC and agreed upon by the District. The constructability review will include 40 hours per participant for background review of Project documents, 2-day workshop including site visit and preparation and submittal of a technical report summarizing recommendations.

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102.G.1 Conduct Constructability Reviews at the 60% design completion milestone.

102.G.2 Prepare draft and final 60% Constructability Review Memoranda.

Task 102.H - Independent Contractor Style, Cost, and Schedule Estimate (DELETED)

Task 102.I - Potential Failure Mode Analysis Workshop (COMPLETED)

102.I.1 Facilitate a Potential Failure Mode Analysis (PFMA) following submission of 60% design documents following FERC guidelines to identify failure modes of the proposed retrofit project to inform design. The PFMA shall be two days in length not including one day to review applicable Project information and a half-day site visit for attendees.

102.I.2 Prepare a PFMA questionnaire and a report summarizing the results of the workshop.

Task 102.J - Construction PFMA Workshop (REVISED)

102.J.1 PMC will facilitate a Construction Potential Failure Mode Analysis (PFMA) Workshop following award of the ADSRP construction contract to identify failure modes of the proposed retrofit Project during construction to inform the contractor of major risks of sequencing of the work. The Construction PFMA Workshop shall be three days in length including a half-day site visit for attendees. PMC will coordinate issuing relevant documents to all attendees at least two weeks in advance of the workshop.

102.J.2 Prepare Construction PFMA report summarizing the results of the workshop.

Task 102 Assumptions (UNCHANGED)

1. Planning and Design Consultants are responsible for their own quality control of their services including deliverables. PMC has an oversight function to verify Planning and Design Consultants are following their established QA/QC procedures.

2. Value Engineering and Constructability Review sessions will be conducted in District offices or otherwise as directed by District.

3. The PMC will provide a facilitator and a recorder for both the PFMA and the Construction PFMA workshops. Key staff from the PMC team will also attend the workshops.

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Task 102 Deliverables (REVISED)

1. Annual updates to the Project QA/QC Plan
2. Compliance audit memoranda
3. Quality Review Form (QRF) documenting comments on Environmental Consultant deliverables; and QRF documenting comments on Design Consultant deliverables
4. Value Engineering session agenda and session - COMPLETED
5. Value Engineering draft and final report - COMPLETED
6. Constructability review agenda and session – COMPLETED
7. Constructability Review Memoranda, draft and final - COMPLETED
8. Contractor Style, Cost, and Schedule Estimate - DELETED
9. PFMA Questionnaire and Report - COMPLETED
10. Construction PFMA Report

Task 103 - Regulatory, Permitting, & Environmental Coordination (UNCHANGED)

PMC will assist the District with the regulatory, permitting and environmental coordination efforts with input from Planning, Environmental, and Design Consultants and the District for the planning and design level geotechnical investigations only, as well as participate in Project's regulatory meetings.

Task 103.A - Stakeholder Engagement Plan (UNCHANGED)

103.A.1 Provide annual updates to information contained in the Stakeholder Engagement Plan.

Task 103.B - Develop, Track, and Monitor Stakeholder Issues (UNCHANGED)

103.B.1 Maintain the stakeholder database that includes key contact information and records outcomes of discussions and needs for follow-up and actions on the part of the District.

103.B.2 Log, process, and track all stakeholder correspondence.

103.B.3 Assist in tracking stakeholder issues.

Task 103.C - Coordination Assistance with DSOD and FERC (UNCHANGED)

PMC will assist the District with coordination with the DSOD and FERC as follows:

103.C.1 Participate in regular coordination meetings with District staff and representatives of the DSOD and FERC. Prepare and distribute meeting records, including key discussion points and action items (assume every 2 months).

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103.C.2 Facilitate and coordinate comment responses with the DSOD and FERC on key work products.

103.C.3 Attend quarterly meetings with DSOD and/or FERC staff at their offices to review key work products. Prepare slide deck and maintain meeting records that summarize key discussion points and action items.

103.C.4 Prepare draft correspondence to DSOD/FERC.

103.C.5 Assist District's Project Manager coordination with FERC Regional Engineer.

103.C.6 Assist District's Project Manager coordination with DSOD Regional Engineer.

Task 103.D - Coordination Assistance with Environmental Resource Agencies (UNCHANGED)

When requested by the District:

103.D.1 Coordinate work with Federal Energy Regulatory Commission Division of Hydropower Administration and Compliance (FERC DHAC), Army Corps of Engineers (COE), National Marine Fisheries (NMFS), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), and the California Office of Historic Preservation. - COMPLETED

103.D.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed. - COMPLETED

103.D.3 Prepare draft correspondence for District use. - COMPLETED

103.D.4 Prepare draft agreements with environmental resource agencies, as required. - DELETED

103.D.5 Participate in Project-level meetings with environmental resource agencies (see assumption 2 below).

103.D.6 Work with the District to develop a resource agency contact database.

103.D.7 Assist District's Project Manager coordination with agency representatives.

Task 103.E - Assist with the District's Non-Environmental Regulatory Permit Application to State, Local, and Other Agencies (UNCHANGED)

PMC will provide support to the District as follows:

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103.E.1 Prepare and maintain a permit database including list of agency contacts, types of application forms, and target milestones for acquiring permits. Administrative and encroachment permits could be required from the City of Morgan Hill, County of Santa Clara Roads and Airports Department, County of Santa Clara Parks and Recreation Department, and similar municipal type agencies.

103.E.2 Support the District with permit applications by providing technical information and documentation in support of permits, as requested.

103.E.3 Support District in preparation of various agency agreements, such as could be required for utility service in support of construction; utility relocation or accommodation; and real estate acquisition.

103.E.4 Review and comment on non-environmental agency studies, reports, technical memoranda and contract documents to determine potential conflicts with Project.

103.E.5 Provide Geospatial Information System (GIS) services in support of Non-Environmental Regulatory Permit/Agreement applications.

a. Develop and maintain GIS database of Project data, including:

(1) Existing facilities based off of existing available information

(2) Design components

(3) Property boundaries and ownership information

(4) Santa Clara County Parks and Recreation features

(5) Construction easements and temporary closures

(6) Temporary impacts

(7) Restoration improvements

b. Verify compliance with the Project's GIS Data Management Plan and ensure the data and GIS-based deliverables comply with the District's GIS Standards.

Task 103 Assumptions (UNCHANGED)

1. DSOD meetings will be conducted in Sacramento, California in one day that includes both meeting participation and travel to and from District offices. For the FERC meetings, these meetings shall be conducted in San Francisco for a total

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of six hours that includes both meeting participation and travel time to and from District offices.

2. Meetings with each of the environmental resource agencies (FERC DHAC, COE, NMFS, USFWS, CDFW and RWQCB) will be held up to twice per year. These meetings will be conducted either by conference call or at locations approved by the District's Project Manager in half a day, including travel time to and from District offices.

3. The GIS database will be developed and maintained using available information. Field validation of existing facilities will not be performed.

Task 103 Deliverables (UNCHANGED)

1. Permit database
2. Updates to the Stakeholder Engagement Plan
3. Stakeholder Database
4. Draft correspondence
5. Draft Phase Consultant Agreements - DELETED
6. Meeting records
7. Stakeholder comment tracking logs
8. Stakeholder correspondence log
9. GIS maps for non-environmental regulatory permits/agreement
10. GIS database

Task 104 - Public Outreach (UNCHANGED)

PMC's role will be to support the District's public outreach/public relations staff, in relation to coordination, preparation and participation in the public outreach activities upon request.

Task 104.A - Participate in Public Outreach Planning and Implementation (UNCHANGED)

104.A.1 Assist the District in preparing for public outreach planning and implementation.

Task 104.B - Make Presentations (UNCHANGED)

104.B.1 Assist with the development of presentations to be made by District staff or Phase Consultant (assume 2 presentations per year).

104.B.2 Attend public workshops and meetings as requested (assume 2 workshops or meetings per year).

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Task 104.C - Support District Staff (UNCHANGED)

104.C.1 Prepare materials for District newsletters to the public (assume 1 newsletter per year).

104.C.2 Assist in developing responses to questions (assume 2 meetings per year).

104.C.3 Prepare meeting summaries and notes (assume 2 meetings per year).

104.C.4 Prepare graphics, and other materials for District public information workshops not attended by the PMC (assume 1 workshop per year).

Task 104 Assumptions (UNCHANGED)

None.

Task 104 Deliverables (UNCHANGED)

1. Draft newsletters or figures for District use
2. Draft and final presentation materials for public meetings or workshops
3. Meeting summary and notes from public meetings or workshops

Task 105 - Board of Consultants Coordination (REVISED)

Task 105.A - BOC Contract Management (UNCHANGED)

PMC shall coordinate contract management for all six members of the BOC.

Task 105.B - Coordinate work of the BOC (REVISED)

PMC shall assist District to coordinate work efforts between the BOC FERC, DSOD, and Design Consultant. At key milestones, other duties shall include, but may not be limited to the following:

105.B.1 Scheduling of informal and formal BOC meetings, including sending Outlook Calendar invitations and securing District or other meeting rooms and audio/visual equipment, as required.

105.B.2 Develop meeting agendas.

105.B.3 Preparation and distribution of BOC meeting packages, presentations including technical memoranda, reports, and plans and specifications, etc.

105.B.4 “Hosting” of the meetings at District facilities or approved offsite facilities.

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105.B.5 Preparation of the draft and final meeting record of key discussion topics, comments, actions, items and/or outcomes.

105.B.6 Assistance with preparation of initial response to the BOC comments with input from the Design Consultant and District.

105.B.7 Assistance with preparation of initial draft response letter to the BOC comments, and incorporation of changes after review by District staff.

105.B.8 Distribution of the District's official response to the BOC comments.

105.B.9 Maintain and track a log of BOC comments and District responses.

Task 105 Assumptions (REVISED)

1. BOC will function in accordance with FERC requirements.

2. BOC will provide input at key Project milestones. During the term of this Amendment, up to three (3) formal BOC meetings and up to four (4) informal BOC meetings will be held. Formal BOC meetings will be conducted for two to four days and informal BOC meetings for half a day. Formal BOC meetings will coincide with design milestones submittals.

3. One of the BOC meeting will include a Construction Potential Failure Mode Analysis Workshop (PFMA), in which the BOC members will participate. The Construction PFMA workshop will be conducted for two days, including a half day site visit, and a one-day review of applicable project information. - COMPLETED

4. Technical presentation materials for BOC meetings will be prepared by the Design Phase Consultant.

5. BOC meetings will be held at District offices or as otherwise directed by District.

Task 105 Deliverables (UNCHANGED)

1. Task Order Agreements for services required of members of the BOC
2. Draft and Final Meeting Agenda for informal and formal BOC meetings
3. BOC meeting packages consisting of technical work products developed for the Project
4. BOC meeting presentation materials consisting of PowerPoint slides and/or handouts for review at the informal and formal BOC meetings
5. Draft and Final Preparation of BOC meeting records
6. Preparation of District responses to BOC comments on technical work products

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Task 106 - Supplemental Services for Anderson Dam Seismic Retrofit Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three - Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical review of detailed design, public outreach, risk management, GIS, stakeholder engagement, Board of Consultants, additional workshops/review meetings, or other unanticipated support tasks requested by the District.

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TASKS 107 THROUGH 112 - CALERO AND GUADALUPE SEISMIC RETROFIT PROJECTS AND ALMADEN DAM IMPROVEMENTS PROJECT (REVISED)

As stated in Amendment No. 2 to the Agreement, Article III. Project Delivery Approach, the District may consider amending the Agreement to include Project Management assistance services for the other dam seismic retrofit projects. This Agreement was previously amended to add scope relating to the Calero and Guadalupe Dams Seismic Retrofit projects and the Almaden Dam Improvements Project.

TASKS 107 THROUGH 108 - CALERO DAM SEISMIC RETROFIT PROJECT – (REVISED)

Task 107 - PMC Services for Calero Seismic Retrofit Project - PARTIALLY COMPLETED

As per Article III. Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Calero Dam Seismic Retrofit Project.

Task 107.A - Project Management Services – (UNCHANGED)

PMC will assist the District Calero Dam Project Manager, including:

A. Participating in bi-weekly Calero Dam Project Management coordination meeting with the Design Consultant.

B. Participating in monthly Calero/Guadalupe environmental coordination meeting with the Planning Consultant and Design Consultant.

C. Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation, Historical Heritage Commission). Assist with correspondence and meeting preparation.

D. Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.

E. Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.

F. Drafting correspondence to DSOD.

G. Coordinating PMC and District design reviews.

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H. Assisting in coordination and facilitation of design review workshops.

I. Assisting with planning for and attending environmental public hearings.

J. Assisting in review of phase consultant amendments as requested.

Task 107.B - Technical Consultation and Support (REVISED)

Task 107.B - Review Deliverables from Calero's Design Consultant (PARTIALLY COMPLETED)

107.B.1 PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District. Technical review shall include technical review of the deliverable, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables.

107.B.2 Project Design Work Plan, Project Base Map, Geotechnical Investigation Work Plan, Geotechnical Data Report, Geotechnical Design, Draft Geotechnical Baseline Report, Configuration Resolution TM, Planning Study Review and Adoption Memo, Right Abutment Evaluation TM, Design Criteria TM, Embankments TMs, Construction Materials Development and Handling TM, Outlet System Hydraulic and Operational Analysis TM, TM, Outlet-Works Structures TM, Civil, Site, Utilities and Other Considerations TM, Reservoir Operations during Construction TM, Spillway Design TM, Dam Safety Instrumentation TM, Architectural , Mechanical, Electrical Systems TM, Supplemental Historical Resource Evaluation Report for the Bailey-Fellows Ranch, 50% Plans and Specs, Class 3 Cost Estimate, 90% Plans and Specs, and Class 2 Cost Estimate.

107.B.3 The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis.

Task 107.C - Administrative Support – REVISED

PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes.

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Task 107.D - Permitting Support - PARTIALLY COMPLETED

The Calero Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Calero Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Administrative (Draft) EIR outline, Administrative (Draft) EIR, , Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW for Geotechnical Investigations, VHP application.

Task 107.E - Contractor Pre-Qualification – (DELETED)

Task 107.F - Development of Independent Contractor Style, Cost, and Schedule Estimate (DELETED)

Task 107 Assumptions (REVISED)

1. Calero Dam Seismic Retrofit project is currently active.

Task 107 Deliverables - REVISED

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables – REVISED

Task 108 - Supplemental Services for Calero Dam Seismic Retrofit Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three - Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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:

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1. The total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

TASKS 109 THROUGH 110 - GUADALUPE DAM SEISMIC RETROFIT PROJECT – (REVISED)

Task 109 - PMC Services for Guadalupe Dam Seismic Retrofit Project (UNCHANGED)

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Guadalupe Dam Seismic Retrofit Project.

Task 109.A - Project Management Services (UNCHANGED)

PMC will assist the District Guadalupe Project Manager, including:

1. Participating in bi-weekly Guadalupe Dam Project Management coordination meeting with the Design Consultant.

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2. Participating in monthly Calero/Guadalupe environmental coordination meeting with the Planning Consultant and Design Consultant.

3. Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation), Mid-peninsula Regional Open Space District, PG&E, and AT&T. Assist with correspondence and meeting preparation.

4. Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.

5. Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.

6. Drafting correspondence to DSOD.

7. Coordinating PMC and District design reviews.

8. Assisting in coordination and facilitation of design review workshops.

9. Assisting with planning for and attending environmental public hearings.

10. Assisting in review of phase consultant amendments as requested.

Task 109.B - Review Deliverables from Guadalupe's Design Consultant (REVISED)

109.B.1 The PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District:

Project Design Workplan, Project Base Map, Geotechnical Investigation Work Plan, Geotechnical Data Report, Geotechnical Baseline Report, Planning Study Review and Adoption Memo, Design Criteria TM, Basis of Design Report, Outlet System Hydraulics and Operational Analysis TM, Replacement Outlet Hydraulics and Operational Analysis TM, Temporary Cofferdam vs Vertical Shaft TM, Outlet Works Design TM, Reservoir Operations TM, Embankment Evaluations TM, Materials Development and Handling TM, Instrumentation TM, Civil, Roads and Utilities TM, Modified Spillway Structure TM, Spillway Condition Assessment TM, 30% Design & Cost Estimate, 60% Design & Cost Estimate, 90% Design & Cost Estimate, 100% Design & Cost Estimate, Commissioning and Training Plan, CM, Testing & Inspection Plan, Design to Construction Phase Transition Report.

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109.B.2 Technical review shall include technical review of the deliverables, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables.

109.B.3 The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. The estimated level of effort is 4 hours per week by PMC Senior Engineer and 6 hours per week by PMC assumed for 3 years.

Task 109.C - Administrative Support (REVISED)

The PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per month by PMC Senior Project Administrator for 3 years.

Task 109.D - Permitting Support (UNCHANGED)

The Guadalupe Dam Seismic Retrofit Project Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Guadalupe Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice of Completion, Newspaper Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 109.E - Contractor Pre-Qualification (DELETED)

Task 109.F - Development of Independent Contractor Style, Cost, and Schedule (DELETED)

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Task 109 Assumptions (REVISED)

1. Administrative support will be 8 hours per month on average.

2. Technical support will be 10 hours per week on average not including review of deliverables.

Task 109 Deliverables (UNCHANGED)

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables

Task 110 - Supplemental Services for Guadalupe Dam Seismic Retrofit Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

    2. The schedule for completing the Supplemental Services Task Order; and

    3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

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1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

TASKS 111 THROUGH 112 - ALMADEN DAM IMPROVEMENTS PROJECT – (UNCHANGED)

Task 111 - PMC Services for Almaden Dam Improvements Project (COMPLETED)

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services will be performed for the planning and design of the Almaden Dam Improvements Project.

Task 111.A - Administrative Support (COMPLETED)

The PMC will provide administrative support to Almaden's District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 4 hours per week by PMC Senior Project Administrator for 2 years.

Task 111.B - Review Engineering Deliverables from Almaden Consultant (COMPLETED)

When requested by the District, the PMC shall provide review and written technical comments on an as-needed basis for the following Almaden Consultant's deliverables within the time frame specified by the District:

111.B.1 Planning Phase: Problem Definition Report, Feasible Alternatives Report, Planning Study Report.

Task 111.C - GIS Database Development and Maintenance (DELETED)

Task 111.D - Value Engineering and Design Support (DELETED)

Task 111 Assumptions (DELETED)

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Task 111 Deliverables (DELETED)

Task 112 - Supplemental Services for Almaden Dam Seismic Improvements Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for administrative support, environmental permitting, technical reviews, project management services, independent cost and schedule estimate, contractor prequalification, development and

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management of project risk registers, or other unanticipated support tasks requested by the District.

VIII. ADDITIONAL TERMS AND CONDITIONS (UNCHANGED)

A. The Consultant as Independent Contractor

1. The Consultant shall perform all Services as an independent contractor and not an agent or employee of District.

2. The expertise and experience of the Consultant are material considerations for District's award and execution of this Agreement. The Consultant will not assign or transfer any interest in this Agreement nor the performance of any of the 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. The Consultant's General Responsibilities

1. Standard of Care

a. The Consultant and its Subconsultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in the Consultant's area of specialty in the State of California.

b. The Consultant and its Subconsultants 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, the Consultant must provide its services and deliverables as required.

3. The Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant must be approved at the administrative staff level by the District Representative.

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4. At the District's discretion, Consultant's full-time staff will be located at District Headquarters, to the extent possible, in order to perform the services described in Revised Appendix One.

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. 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, expiration, or termination of the Agreement.

D. Project Management

1. Collette Frawley, Senior Engineer-Geotechnical, District Dam Safety and Capital Delivery Unit, is the District's Project Manager. Hemang Desai, District Dam and Safety Capital Delivery Unit, is the District's Unit Manager.

2. The Program Manager for Consultant is as indicated in Revised Appendix One, Revised Attachment One, Consultant's Key Staff and Subconsultants, and is also responsible for assisting the District in managing the schedule and the coordination of the phase consultants.

3. The District's Project Manager or designee is the only person authorized to accept the 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 the Consultant

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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 the 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. 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 Parties.

3. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's Dam Safety and Capital Delivery 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 One, Revised Attachment Three, Task Order Template; and Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph L. Prevailing Wages.

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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 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.

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: (a) 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 (b) 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 (c) 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 paragraph H. Consultants Compensation Upon Termination or Suspension, of Article VIII. 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

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX ONE
SCOPE OF SERVICES

This Agreement encompasses all services for which the Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. The 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 the Consultant, suspend any or all services pursuant to this Agreement or to any or all Task Order. District may subsequently terminate this Agreement 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 the Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, the Consultant shall immediately cease all work as specified in the notice. If this Agreement is so terminated, the Consultant shall be compensated as set forth in Section H., Consultant's Compensation Upon Termination of Suspension, referenced below.

   c. Termination for Breach: If The Consultant violates any of the covenants, agreements or stipulations of this Agreement or A Task Order, or if The Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, 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 and all uncompleted Task Order by giving written notice to the Consultant of such termination.

      Such notice will specify the effective date thereof, and the Consultant shall 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 the Consultant did not breach the Agreement or Task Order, the termination will be deemed to have

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been effected for District's convenience, and the 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 any Task Order, 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, the 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 follows:

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,

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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; and

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.

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J. District Quality and Environmental Management System (QEMS) Factsheet (see Revised Attachment Six 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 Appendix One, Revised Attachment Six);
   e. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") documents as provided in Revised Appendix One, Revised Attachment Four, if applicable;
   f. Submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable;

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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: Ryan McCarter
Deputy Operating Officer
Dam Safety and Capital Division
Email: rmccarter@valleywater.org
Direct: (408) 630-2983

Consultant:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Jeff Neemann, Vice President
West Region Managing Director
Email: neemannjj@bv.com
Phone: (913) 207-4396

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. The 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

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located in Santa Clara County. 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 (REVISED)
Revised Attachment Three - Task Order Template (REVISED)
Revised Attachment Four - Non-Disclosure Agreement (REVISED)
Attachment Five - Reference Materials (REVISED)
Revised Attachment Six - QEMS Fact Sheet (UNCHANGED)

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U. United States Environmental Protection Agency (EPA) Federal Requirements (NEW)

1. 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.

2. 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.

3. 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. 11. Consultant agrees to adhere to such applicable Federal Contract Provisions.

4. 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.

   a. DEBARMENT AND SUSPENSION

      Consultant certifies that it will not knowingly enter into a contract with anyone who is ineligible under 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 accessed 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 subconsultant/subcontractor under this Agreement.

   b. FEDERAL LOBBYING RESTRICTIONS (31 U.S.C. 1352)

      (1) Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee

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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.

(2) These requirements are implemented for US EPA 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.

(3) As of the effective date of this Amendment No. 11, 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.

c. CIVIL RIGHTS OBLIGATIONS

(1) Consultant shall comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (424 U.S.C. 20000, *et. seq*)

b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)

c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C. 6101 *et. seq)*

d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

e. 40 CFR Part 7, as it relates to the foregoing.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to this Project are as follows:

Team Member	Project Role	Contact Information
Craig Lichty	Principal-in-Charge	LichtyC@bv.com (415) 350-7806
Jim Watson	Project Manager	WatsonJC@bv.com (925)-433-4823
Ben Wright	Deputy Project Manager	WrightB@bv.com (415) 205-5731
Dave Bentler	Engineering Oversight Manager	BentlerD@bv.com (303) 256-4060
Greg Zamensky	Risk Manager	ZamenskyG@bv.com (301) 717-2513
Patrick Allen	Project Manager, Calero	AllenPW@bv.com (913) 458-9215

2. If necessary and appropriate, Consultant will employ Subconsultants/subcontractors it deems appropriate to the complexity and nature of the required Services. All Subconsultants/subcontractors 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/subcontractors. Upon District's request, Consultant must provide copies of all Subconsultants/subcontractors agreements. Any delegation, subconsulting, or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

   A. The following Subconsultants/subcontractors are authorized to work on this Project:

Firm	Project Role
Schaaf & Wheeler	Engineering Support Permitting Contract Management
Avila and Associates	Project Controls
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight
Live Oak Associates, Inc.	Environmental Oversight
Parikh Consultants, Inc.	Geotechnical
M. Pauletto and Associates, LLC	Quarries & Heavy Construction
Strategic Value Solutions	Value Engineering
Terracon Consultants Inc.	Condition Assessments
Erskine Environmental Consulting	Environmental & NOA

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REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role
Raymond B. Seed	Board of Consultants
GEI, specifically the services of Steve Verigin	Board of Consultants
D Hertel & Associates LLC specifically the services of Dan Hertel	Board of Consultants
Paul Schweiger	Board of Consultants
Lettis Consultants, specifically the services of Bill Lettis	Board of Consultants
Gregg Korbin	Board of Consultants
Angelos Findikakis	Independent Technical Review for Stochastic Analysis Report

B. Contact information for the above listed Subconsultants/subcontractors is as follows:

Expertise: Engineering Support, Permit Acquisition Support, Contract Management			
Firm:	**Schaaf & Wheeler**	Contact:	Andrew Sterbenz
Address:	3 Quail Run Circle, Ste. 101 Salinas, CA 93907	Phone:	(831) 883-4848 x404
		Email:	asterbenz@swsv.com

Expertise: Project Controls			
Firm:	**Avila & Associates**	Contact:	Ernie Avila
Address:	712 Bancroft Road, Suite 333 Walnut Creek, CA 94598	Phone:	(925) 673-0549
		Email:	eavila@avilaassociates.com

Expertise: Environmental Oversight			
Firm:	**Live Oak Associates, Inc.**	Contact:	Rick Hopkins
Address:	6840 Via Del Oro Suite 220 San Jose, CA 95119	Phone:	(408) 224-8300
		Email:	rhopkins@loainc.com

Expertise: Public Outreach & Stakeholder Involvement			
Firm:	**Creighton & Creighton**	Contact:	Jim Creighton
Address:	P.O. Box 1030 Los Gatos, CA 95031	Phone:	(408) 354-8011 Mobile (408) 348-6555
		Email:	jim@publicparticipation.com

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REVISED APPENDIX ONE
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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Expertise: Geotechnical			
Firm:	**Parikh Consultants, Inc.**	Contact:	Gary Parikh
Address:	2360 Qume Drive, Suite A San Jose, CA 95131	Phone:	(408) 452-9000
		Email:	gparikh@parikhnet.com

Expertise: Quarries & Heavy Construction			
Firm:	**M. Pauletto and Associates, LLC**	Contact:	Mike Pauletto
Address:	11204 NW 37th Court Vancouver, WA 98685	Phone:	(360) 921-4172
		Email:	mike@mpauletto.com

Expertise: Value Engineering			
Firm:	**Strategic Value Solutions**	Contact:	Don Stafford
Address:	19201 E. Valley View Pkwy Suite H Independence, MO 64055	Phone:	(816) 795-0700
		Email:	don@svsinc.com

Expertise: Condition Assessments			
Firm:	**Terracon Consultants Inc.**	Contact:	Noah T. Smith
Address:	5075 Commercial Cir, Suite E Concord, CA 94520	Phone:	(925) 609-7224
		Email:	noah.smith@terracon.com

Expertise: Environmental / NOA			
Firm:	**Erskine Environmental Consulting**	Contact:	Bradley G. Erskine
Address:	401 Marina Place Benicia, CA 94510	Phone:	(707) 738-4917
		Email:	Erskine.geo@gmail.com

Expertise: Board of Consultants (Dam Geotechnical)			
Firm:	**Raymond B. Seed**	Contact:	Prof. Ray Seed
Address:	2380 Watts Lane Bozeman, MT 59718	Phone:	(929) 899-6101
		Email:	rmseed6@aol.com

Expertise: Board of Consultants (Dam Engineering)			
Firm:	**GEI**	Contact:	Steve Verigin
Address:	180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017	Phone:	(510) 350-2900
		Email:	sverigin@geoconsultants.com

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX ONE
REVISED ATTACHMENT ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Expertise: Board of Consultants (Construction)			
Firm:	**D Hertel & Associates, LLC**	Contact:	Dan Hertel
Address:	P.O. Box 11983 Bozeman, MT 59719	Phone:	(406) 579-6261
		Email:	dhertel@q.com

Expertise: Board of Consultants (Hydrology & Hydraulics)			
Firm:	**Gannett Flemming, Inc.**	Contact:	Paul Schweiger
Address:	207 Senate Avenue Camp Hill, PA 17011	Phone:	(717) 773-1496
		Email:	pschweiger@GFNET.comm

Expertise: Board of Consultants (Geosciences)			
Firm:	**Lettis Consultants International, Inc.**	Contact:	Bill Lettis
Address:	1000 Burnett Avenue, Suite 350 Concord, CA 94520	Phone:	925-482-0360
		Email:	lettis@lettisci.com

Expertise: Board of Consultants (Tunnels)			
Firm:	**Gregg Korbin**	Contact:	Gregg Korbin
Address:	1167 Brown Ave. Lafayette, CA 94549	Phone:	925-284-9017
		Email:	gekorbin@earthlink.net

Expertise: Technical Reviewer (Stochastic Analysis of Interim Winter Reservoir Elevations Report)			
Firm:	**Dr. Angelos Findikakis**	Contact:	Dr. Angelos Findikakis
Address:	448 Traverso Avenue Los Altos, CA 94022	Phone:	(650) 815-5451
		E-mail:	findikakis@yahoo.com

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 One, 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.

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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. Consultant's 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.

3. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use, office space, desks, chairs, filing cabinets, office supplies, desk or cell telephones for District-related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with the Dam Safety and Capital Delivery Division, that is required to perform the

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services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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)

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 paid for by Valley Water unless the Parties agree otherwise.

3. NEGOTIATIONS BEFORE AND DURING MEDIATION

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only 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.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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.

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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.

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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

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. 11 TO AGREEMENT A3555A
REVISED APPENDIX ONE
REVISED ATTACHMENT THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ (Agreement) by and 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 VIII. Additional Terms and Conditions, subsection E. Task Orders, and the issuance of a Notice to Proceed by the District Project Manager, Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services 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 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. 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 the Revised Standard Consultant Agreement, 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 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. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Revised Standard Consultant 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. 11 TO AGREEMENT A3555A
REVISED APPENDIX ONE
REVISED ATTACHMENT FOUR
NON-DISCLOSURE AGREEMENT

Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) (FC 1650)

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX ONE
REVISED ATTACHMENT FIVE
REFERENCE MATERIALS

Ref. 1 - Santa Clara Valley Water District, 2007, Anderson Dam Probable Maximum Flood Study, dated December, 2007, revised December 2010.

Ref. 2 - Santa Clara Valley Water District, 2010, Project Plan - Anderson Dam Seismic Retrofit Project, dated December, 2010.

Ref. 3 - Part 13 Safety Inspection Report, dated September, 2007

Ref. 4 - DSOD Certification of Approval, dated May, 1966

Ref. 5 - DSOD Certification of Approval, dated October, 1959

Ref. 6 - DSOD letter, Operating Restriction, dated June, 2011

Ref. 7 & 7a - FERC 5737 Exemption from License, dated August, 1984

Ref. 8 - FERC Letter, Fault Rupture Study, dated June, 2011

Ref. 9 - FERC Letter, Operating Restriction & Project Schedule, dated June, 2011

Ref. 9a - FERC letter, Board of Consultants, dated June, 2011

Ref. 10 - FERC Letter, PMF Study, dated August, 2010

Ref. 11 - FERC Letter, Seismic Stability, dated October 2010

Ref. 12 - FERC Letter, Seismic Stability Draft Report, dated June, 2011

Ref. 13 - FERC Letter, Sudden Failure Assessment, dated June, 2011

Ref. 14 & 14a - AMEC Geomatrix, 2011, Report SSE 1A – Seismic Stability Evaluation Report, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref 15 - AMEC Geomatrix, 2009, Technical Memorandum 2A – Field Investigation Plan for Anderson Dam, Revision 2, Seismic Stability Evaluation of DIP Phase 1 Dams, dated February 2009.

Ref 16 - AMEC Geomatrix, 2010, Technical Memorandum 3A – Design Ground Motions, Seismic Stability Evaluation of Anderson Dam, dated March, 2010.

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Ref. 17 - AMEC Geomatrix, 2008, Technical Memorandum 4 – Preliminary Stability Evaluation of Anderson Dam, Seismic Stability Evaluation of DIP Phase 1 Dams, dated December, 2008.

Ref. 18 - AMEC Geomatrix, 2009, Technical Memorandum 6 – Phase 1 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated September, 2009.

Ref. 19 - AMEC Geomatrix, 2011, Technical Memorandum 7 – Recommended Reservoir Restrictions, Seismic Stability Evaluation of Anderson Dam, dated June, 2011.

Ref. 20 - AMEC Geomatrix, 2011, Technical Memorandum 8A – Conceptual Remedial Design Alternatives for the Dam Embankment, Seismic Stability Evaluation of Anderson Dam, dated April 2011.

Ref. 21 - AMEC Geomatrix and URS, 2011, Technical Memorandum 8B – Conceptual Remedial Design Alternatives for Outlet Works, Seismic Stability Evaluation of Anderson Dam, dated May 2011.

Ref. 22 - AMEC Geomatrix, 2011, Technical Memorandum 10 – Phase 2 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 23 - AMEC Geomatrix, 2011, Technical Memorandum 10A – Phase 2 Fault Rupture Hazard Evaluation - Addendum, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 24 - Technical Review Board, 2009, Letter Report No. 1, Seismic Stability evaluation of Anderson Dam, dated March, 2009.

Ref. 25 - Technical Review Board, 2009, Letter Report No. 2, Seismic Stability evaluation of Anderson Dam, dated November, 2009.

Ref. 26 - Technical Review Board, 2010, Letter Report No. 3, Seismic Stability evaluation of Anderson Dam, dated September, 2010.

Ref. 27 - Technical Review Board, 2011, Letter Report No. 4, Seismic Stability evaluation of Anderson Dam, dated January, 2011.

Ref. 28 - Technical Review Board, 2011, Letter Report No. 4A, Seismic Stability evaluation of Anderson Dam, dated May, 2011.

Ref. 30 - Black and Veatch 2012b, Risk Management Plan, dated October 10, 2012.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX ONE
REVISED ATTACHMENT FIVE
REFERENCE MATERIALS

Ref. 31 - Black and Veatch 2013a, Technical Memorandum – Constructability Review, dated March 21, 2013.

Ref. 32 - Anderson Dam Tunnel Project Conformed Contract Documents, Contract Number CO663, prepared by URS, dated April 1, 2021.

Ref. 33 - Anderson Dam Seismic Retrofit Project Draft Environmental Impact Report (EIR), dated September 1, 2024 and Partially Recirculated Draft EIR dated August 5, 2024. (https://www.valleywater.org/public-review-documents).

Ref. 34 - Santa Clara Valley Water District (Valley Water) Standards for GIS Products. April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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 Fixed 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)

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 **$35,547,362**.

B. 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 the 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.

(*COST BREAKDOWN FOLLOW ON NEXT PAGE*)

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
ORIGINAL AGREEMENT THROUGH AMENDMENT NO. 2 (UNCHANGED)

Previous Task Number and Description		Not-to-Exceed		
		Original Agreement (1/24/2012)	Amendment No. 2 (6/24/2014)	Total
Task 1 thru 12 - Anderson Dam Seismic Retrofit Project				
1	Project Management and Capital Project Delivery	$433,100	$674,196	$1,107,296
2	Coordination and Communication	$440,200	$285,886	$726,086
3	Administrative Work	$704,400	$201,218	$905,618
4	Public Outreach	$65,900	$164,536	$230,436
5	Stakeholder Engagement	$42,300	$498,064	$540,364
6	Agreements, Contracts and Services	$432,300	$542,624	$974,924
7	Implement Value Engineering/ Constructability Review	$131,400	$192,863	$324,263
8	Quality Assurance and Quality Control	$232,600	$907,335	$1,139,935
9	Board of Consultants	$103,100	$637,655	$740,755
10	Interim Safety Measures	$37,300	$0	$37,300
Type 1, 2, & 3 Other Direct Cost		$138,000	$189,000	$327,000
Subtotal Tasks 1 through 10 Not-to-Exceed Amount		$2,760,600	$4,293,377	$7,053,977
11	Supplemental Services	$896,200	$699,632	$1,595,832
12	Provide Project Management Assistance to the Calero-Guadalupe Dams Seismic Retrofits Project Manager	$0	$369,033	$369,033
Total Agreement Not-to-Exceed Amount		**$3,656,800**	**$5,362,042**	**$9,018,842**

NOTES:
1. Refer to Revised Appendix Two, Fees and Payments, VIII. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).
2. Amendments No. 1, No. 3, No. 4, No. 5, No. 7, and No. 10 were no-cost amendments.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NOS. 2 THROUGH 6 (UNCHANGED)

Task Number and Description		Not-to-Exceed		
		Amendment No. 2 Total (6/24/2014)	Amendment No. 6 (2/28/2017)	Total
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project				
101	Project Management & Administration	$3,713,924	$1,929,710	$5,680,934[4]
102	Technical Review & Quality Control	$1,464,198	$1,665,763	$3,129,961
103	Regulatory, Permitting & Environmental Coordination	$540,364	$404,815	$945,179
104	Public Outreach	$230,436	$110,634	$341,070
105	Board of Consultants Coordination	$740,755	$360,726	$1,101,481
106	Supplemental Services for ADSRP	$1,595,832	$459,309	$2,055,141
Type 1, 2, & 3 Other Direct Cost		**$327,000**	**$189,220**	**$516,220**
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$8,612,509**	**$5,120,175**	**$13,769,984**
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project				
107	PMC Services for Calero Dam Seismic Retrofit Project	$184,517	$487,991	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$0	$477,189	$477,189
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$184,517**	**$975,100**	**$1,159,617**
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project				
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$184,517	$471,131	$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$0	$434,487	$434,487
Type 1, 2, & 3 Other Direct Costs		**$0**	**$9,920**	**$9,920**
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$184,517**	**$915,538**	**$1,100,055**
Tasks 111 thru 112 - Almaden Dam Improvements Project				
111	PMC Services for Almaden Dam Improvements Project	$0	$437,691	$437,691
112	Supplemental Services for Almaden Dam Improvements Project	$0	$86,490	$86,490
Type 1, 2, & 3 Other Direct Cost		**$0**	**$4,800**	**$4,800**

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description	Not-to-Exceed		
	Amendment No. 2 Total (6/24/2014)	Amendment No. 6 (2/28/2017)	Total
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount	**$0**	**$528,981**	**$528,981**
Total Amendment Not-to-Exceed Amount	**$9,018,842**	**$7,539,795**	**$16,558,637**

NOTES:
1. Amendment No. 1, No. 3, No. 4, No. 5, No. 7, and No. 10 were no-cost amendments.
2. Amendment No. 2 NTE Amounts were redistributed using Amendment 6 Task structure as shown in Revised Appendix One, Section VII. Revised Task Descriptions.
3. Task 101 Total after Amendment No. 6 included $37,300 transferred from Task 10 in the original Agreement.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NO. 2 THROUGH 2019 REALLOCATION (UNCHANGED)

Task Number and Description		Not-to-Exceed			
		Amendment No. 2 (6/24/2014)	Amendment No. 6 (2/28/2017)	TOTAL[3]	Reallocated[4] (12/20/2019)
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project					
101	Project Management & Administration	$3,713,924	$1,929,710	$5,680,934	$6,012,952
102	Technical Review & Quality Control	$1,464,198	$1,665,763	$3,129,961	$3,463,760
103	Regulatory, Permitting & Environmental Coordination	$540,364	$404,815	$945,179	$1,107,179
104	Public Outreach	$230,436	$110,634	$341,070	$296,070
105	Board of Consultants Coordination	$740,755	$360,726	$1,101,481	$1,196,617
106	Supplemental Services for ADSRP	$1,595,832	$459,309	$2,055,141	$1,694,496
Type 1, 2, & 3 Other Direct Cost		**$327,000**	**$189,220**	**$516,220**	**$506,020**
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$8,612,509**	**$5,120,175**	**$13,769,984**	**$14,277,094**
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project					
107	PMC Services for Calero Dam Seismic Retrofit Project	$184,517	$487,991	$672,508	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$0	$477,189	$477,189	$477,189
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**	**$9,920**
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$184,517**	**$975,100**	**$1,159,617**	**$1,159,617**
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project					
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$184,517	$471,131	$655,648	$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$0	$434,487	$434,487	$434,487
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**	**$9,920**
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$184,517**	**$915,538**	**$1,100,055**	**$1,100,055**

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Not-to-Exceed			
		Amendment No. 2 (6/24/2014)	Amendment No. 6 (2/28/2017)	TOTAL[3]	Reallocated[4] (12/20/2019)
Tasks 111 thru 112 - Almaden Dam Improvements Project					
111	PMC Services for Almaden Dam Improvements Project	$0	$437,691	$437,691	$21,872
112	Supplemental Services for Almaden Dam Improvements Project	$0	$86,490	$86,490	$0
Type 1, 2, & 3 Other Direct Cost		**$0**	**$4,800**	**$4,800**	**$0**
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$0**	**$528,981**	**$528,981**	**$21,872**
Total Amendment Not-to-Exceed Amount		**$9,018,842**	**$7,539,795**	**$16,558,637**	**$16,558,637**

NOTES:
1. Amendments No. 1, No. 3, No. 4, No. 5, No. 7, and No. 10 were no-cost amendments.
2. Funding for Tasks 101 – 112 from Amendment No. 6 were reallocated and approved administratively as documented in a letter from the District to Consultant dated December 19, 2019, also documented in District's internal administrative approval form (FC1165). For Anderson, transfer of $1,014,244 for Tasks 104 and 106; Almaden Tasks 111 and 112; and Anderson and Almaden ODC's accounts into Anderson Tasks 101, 102, 103, and 105.
3. The reallocation required a funds transfer authorization between the Almaden Dam Improvements Project and the Anderson Dam Seismic Retrofit Project which was completed on December 20, 2019.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

AMENDMENT NO. 6 THROUGH NO. 8 (UNCHANGED)

Task Number and Description		Not-to-Exceed			
		Amendment No. 6 (2/28/17)	Reallocation (12/20/19)	Amendment No. 8	TOTAL
	Task 101 thru 106 - Anderson Dam Seismic Retrofit Project				
101	Project Management & Administration	$1,929,710	$6,012,952	$749,712	$6,762,664
102	Quality Assurance & Quality Control (Retitled in Amendment 8)	$1,665,763	$3,463,760	$353,966	$3,817,726
103	Regulatory, Permitting & Environmental Coordination	$404,815	$1,107,179	$159,947	$1,267,126
104	Public Outreach	$110,634	$296,070	$7,583	$303,653
105	Board of Consultants Coordination	$360,726	$1,196,617	$361,812	$1,558,429
106	Supplemental Services for Anderson Dam Seismic Retrofit Project (Retitled in Amendment No. 8)	$459,309	$1,694,496	$361,175	$2,055,671
Type 1, 2, & 3 Other Direct Cost		$187,220	$506,020	$106,230	$612,250
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$5,120,175**	**$14,277,094**	**$2,100,425**	**$16,377,519**
	Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project				
107	PMC Services for Calero Dam Seismic Retrofit Project (PARTIALLY COMPLETED)	$487,991	$672,508	$0	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$477,189	$477,189	($119,659)	$357,530
Type 1, 2, & 3 Other Direct Cost		$9,920	$9,920	($9,920)	$0
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$975,100**	**$1,159,617**	**($129,579)**	**$1,030,038**
	Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project				
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$471,131	$655,648	$116,476	$772,124
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$434,487	$434,487	$13,103	$447,590
Type 1, 2, & 3 Other Direct Cost		$9,920	$9,920	$0	$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$915,538**	**$1,100,055**	**$129,579**	**$1,229,634**

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Not-to-Exceed			
		Amendment No. 6 (2/28/17)	Reallocation (12/20/19)	Amendment No. 8	TOTAL
	Task 111 thru 112 - Almaden Dam Improvements Project				
111	PMC Services for Almaden Dam Improvements Project (COMPLETED)	$437,691	$21,872	$0	$21,872
112	Supplemental Services for Almaden Dam Improvements Project	$86,490	$0	$0	$0
Type 1, 2, & 3 Other Direct Cost		**$4,800**	**$0**	**$0**	**$0**
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$528,981**	**$21,872**	**$0**	**$21,872**
Total Amendment Not-to-Exceed Amount		**$7,539,795**	**$16,558,637**	**$2,100,425**	**$18,659,062**

NOTES:
1. Amendments No. 1, No. 3, No. 4, No. 5, No. 7, and No. 10 were no-cost amendments.
2. Funding for Tasks 101 - 112 from Amendment No. 6 was reallocated and approved administratively as documented in a letter from the District to Consultant dated December 19, 2019, also documented in District's internal administrative approval form (FC1165). For Anderson, transfer of $1,014,244 from Tasks 104 and 106; Almaden Tasks 111 and 112; and Anderson and Almaden ODC's accounts into Anderson Tasks 101, 102, 103, and 105.
3. Amendment No. 8 implemented a funds transfer from the Calero Dam Seismic Retrofit Project to the Anderson Dam Seismic Retrofit Project.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NO. 8 THROUGH NO. 9 (UNCHANGED)

Task Number and Description		Not-to-Exceed			
		Total through Amendment No. 8 (6/8/20)	Administrative Reallocations (multiple- 5/9/13 to 11/25/19)	Amendment No. 9	TOTAL
	Task 101 thru 106 - Anderson Dam Seismic Retrofit Project				
101	Project Management & Administration	$6,762,664	$996,279	$3,795,005	$11,553,948
102	Quality Assurance & Quality Control (Retitled in Amendment 8)	$3,817,726	$176	$1,439,337	$5,257,239
103	Regulatory, Permitting & Environmental Coordination	$1,267,126	($41,628)	$832,055	$2,057,553
104	Public Outreach	$303,653	($124,738)	$137,795	$316,710
105	Board of Consultants Coordination	$1,558,429	($161,152)	$983,457	$2,380,734
106	Supplemental Services for Anderson Dam Seismic Retrofit Project (Retitled in Amendment No. 8)	$2,055,671	($689,062)	$1,857,386	$3,223,995
Type 1, 2, & 3 Other Direct Cost		$612,250	$20,125	$248,150	$880,525
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$16,377,519**	**$0**	**$9,293,185**	**$25,670,704**
	Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project				
107	PMC Services for Calero Dam Seismic Retrofit Project (PARTIALLY COMPLETED)	$672,508	$249,477	$0	$921,984
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$357,530	($249,477)	$119,276	$227,329
Type 1, 2, & 3 Other Direct Cost		$0	$0	0	$0
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$1,030,038**	**$0**	**$119,276**	**$1,149,314**
	Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project				
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$772,124	$203,309	$606,787	$1,582,219
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$434,487	($203,309)	$153,694	$397,975
Type 1, 2, & 3 Other Direct Cost		$9,920	$0	$0	$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$1,229,634**	**$0**	**$760,481**	**$1,990,115**

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Not-to-Exceed			
		Total through Amendment No. 8 (6/8/20)	Administrative Reallocations (multiple- 5/9/13 to 11/25/19)	Amendment No. 9	TOTAL
	Task 111 thru 112 - Almaden Dam Improvements Project				
111	PMC Services for Almaden Dam Improvements Project (COMPLETED)	$21,872	$0	$0	$21,872
112	Supplemental Services for Almaden Dam Improvements Project	$	$0	$0	$0
Type 1, 2, & 3 Other Direct Cost		**$0**	**$0**	**$0**	**$0**
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$21,872**	**$0**	**$0**	**$21,872**
Total Amendment Not-to-Exceed Amount		**$18,659,062**	**$0**	**$10,172,942**	**$28,832,004**

NOTES:
1. Administrative reallocations were as follows:
   a) Pursuant to a letter from the District to Consultant dated May 9, 2013 funds were moved as follows: $480,000 was moved from Task 11 to: Task 1 - $125,000, Task - 8 $225,000, and Task 9 - $130,000.
   b) Pursuant to a letter from the District to Consultant dated February 7, 2014 funds were moved as follows: $50,000 was moved from Task 2, $21,500 was moved from Task 6, $110,000 was moved from Task 7, and $25,000 was moved from Task 10 to: Task 1 - $80,000, Task 3 - $25,000, Task 8 - $90,000, and Type 3 ODC Allowance $11,500.
   c) Pursuant to Task Order 11.04.05 executed June 3, 2014 funds were moved as follows: $208,625 was moved from Task 11 to: Task 1 - $46,000, Task 2 - $21,000, Task 3 - $40,000, Task 6 - $41,000, Task 8 - $52,000, and Type 3 ODC Allowance $8,625. It is noted that the Task Order text incorrectly sums these reallocations $209,625.
   d) Pursuant to a letter from the District to Consultant dated July 15, 2014 funds were moved as follows: $40 was moved from Task 4, $11,628 was moved from Task 5, $71,152 was moved from Task 9, $305 was moved from Task 10, and $437 was moved from Task 11 to: Task 1 - $23,502, Task 2 - $21,329, Task 6 - $11,555, Task 7 - $7,136, and Task 8 - $20,040.
   e) Pursuant to a letter from the District to Consultant dated March 21, 2016 funds were moved as follows: $124,698 was moved from Task 4, $80,000 was moved from Task 5, $80,000 was moved from Task 6, $130,000 was moved from Task 7, and $220,000 was moved from Task 9 to: Task 1 - $254,698, Task 2 - $160,000, Task 3 - $210,000, Task 8 - $6,000, and Task 10 - $4,000
   f) Pursuant to a letter from the District to Consultant dated December 20, 2016 fund were moved as follows: $30,000 was moved from Task 3 and $160,000 was moved from Task 8 to: Task 1 - $140,000 and Task 5 - $50,000
   g) Pursuant to Task Order 108.03 executed July 23, 2019 funds were moved as follows: $249,477 was moved from Task 108 to Task 107
   h) Pursuant to Task Order 110.02 executed November 25, 2019 funds were moved as follows: $203,309 was moved from Task 110 to Task 109

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NO. 9 THROUGH NO. 11 (REVISED)

Task Number and Description		Not-to-Exceed			
		Total through Amendment No. 9 (4/13/21)	Administrative Reallocations (multiple- 3/17/21 to 9/12/24)	Amendment No. 11	TOTAL
	Task 101 thru 106 - Anderson Dam Seismic Retrofit Project				
101	Project Management & Administration	$11,553,948	$203,000	$3,339,675	$15,031,623
102	Quality Assurance & Quality Control (Retitled in Amendment 8)	$5,257,239	$0	$921,891	$6,179,130
103	Regulatory, Permitting & Environmental Coordination	$2,057,553	$0	$1,026,798	$3,084,351
104	Public Outreach	$316,710	($138,000)	$19,734	$336,444
105	Board of Consultants Coordination	$2,380,734	($65,000)	$731,726	$3,112,460
106	Supplemental Services for Anderson Dam Seismic Retrofit Project (Retitled in Amendment No. 8)	$3,223,995	$0	$0	$3,223,995
Type 1 and 2 Other Direct Cost		$880,525	$0	$204,600	**$1,085,125**
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$25,670,704**	**$0**	**$6,244,424**	**$31,915,128**
	Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project				
107	PMC Services for Calero Dam Seismic Retrofit Project (PARTIALLY COMPLETED)	$921,984	$0	$470,934	$1,392,918
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$277,329	$0	$0	$277,329
Type 1, 2, & 3 Other Direct Cost		$0	$0	$0	$0
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$1,149,314**	**$0**	**$470,934**	**$1,620,247**
	Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project				
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$1,582,219	$0	$0	$1,582,219
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$397,975	($25,000)	$0	$372,975
Type 1, 2, & 3 Other Direct Cost		$9,920	$0	$0	$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$1,990,115**	**($25,000)**	$0	**$1,965,115**

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Not-to-Exceed			
		Total through Amendment No. 9 (4/13/21)	Administrative Reallocations (multiple- 3/17/21 to 9/12/24)	Amendment No. 11	TOTAL
	Task 111 thru 112 - Almaden Dam Improvements Project				
111	PMC Services for Almaden Dam Improvements Project (COMPLETED)	$21,872	$0	$0	$21,872
112	Supplemental Services for Almaden Dam Improvements Project	$0	$25,000	$0	$25,000
Type 1, 2, & 3 Other Direct Cost		**$0**	**$0**	$0	$0
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$21,872**	**$25,000**	$0	$46,872
Total Amendment Not-to-Exceed Amount		**$28,832,004**	**$0**	**$6,715,358**	**$35,547,362**

NOTES:
1. Administrative reallocations were as follows:
   a) Pursuant to a letter from the District to Consultant dated March 17, 2021 funds were moved as follows: $65,000 was moved from Task 105 to: Task 101.
   b) Pursuant to a letter from the District to Consultant dated January 9, 2023 funds were moved as follows: $25,000 was moved from Task 110, to: Task 112.
   c) Pursuant to a letter from the District to Consultant dated September 10, 2024 funds were moved as follows: $138,000 was moved from Task 104, to: Task 101.

(*TERMS AND CONDITIONS FOLLOW ON NEXT PAGE*)

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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. District will pay for services provided by the Consultant according to the rates for professional, technical, and administrative personnel as listed below in the Hour/Unit Rate Schedule.

2. The stated hourly and unit 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 and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the 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 2.5% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Dam Safety & Capital Division Deputy Operating Officer.

(*BASE UNIT/HOURLY RATE SCHEDULE FOLLOWS ON NEXT PAGE*)

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE UNIT/HOURLY RATE SCHEDULE (RETITLED)
AMENDMENT NO. 2 THROUGH 6 (UNCHANGED)

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT								
Black & Veatch:								
Project Director/PIC	$270.30	-	$283.82	-	$295.57	-	$298.23	-
Senior Practice Leader (Constructability Reviews & Value Engineer)	$270.30	$265.20	$283.82	$278.72	$295.57	$290.26	$298.23	$292.87
Program Manager	$270.30	$265.20	$283.32	$278.72	$288.36	$282.59	$290.96	$285.13
Practice Leader	$244.80	-	$257.04	-	$267.68	-	$270.09	-
Safety Manager	$234.60	-	$246.33	-	$256.53	-	$258.84	-
Senior Construction Manager (Construction Oversight Manager)	$229.50	-	$240.98	-	$250.96	-	$253.22	-
Deputy Program Manager	$219.30	-	$230.27	-	$239.80	-	$241.96	-
Sr. Project Supervising Engineer (Engineering Oversight Manager)	$239.70	$234.60	$251.69	$246.59	$262.11	$256.80	$264.47	$259.11
Construction Manager	$198.90	-	$208.85	-	$217.50	-	$219.45	-
Senior Engineer	-	-	$208.85	$203.75	$217.50	$212.19	$219.45	$214.09
Cost Estimator	$198.30	-	$203.49	-	$211.91	-	$213.82	-
Senior Project Engineer	$183.60	$178.50	$192.78	$187.68	$200.76	$195.45	$202.57	$197.21
Sr. Project Controls	$178.50	-	$187.43	-	$195.19	-	$196.95	-
Project Controls	$153.00	-	$160.65	-	$167.30	-	$168.81	-
Associate Engineer	$147.90	-	$155.30	-	$161.73	-	$163.18	-
GIS Practice Leader	$147.90	-	$155.30	-	$161.73	-	$163.18	-
Sr. Regional Administrator	$127.50	-	$133.88	-	$139.42	-	$140.68	-
CAD Technician	-	-	$130.00	-	$135.38	-	$136.60	-
SUBCONSULTANTS (SBE)								
Schaaf & Wheeler:								
Principal	$255.00	-	$267.75	-	$278.83	-	$281.34	-

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Project Manager	$209.10	-	$219.56	$214.46	$228.65	$223.34	$230.71	$225.35
Senior Engineer	$163.20	-	$171.36	$166.26	$178.45	$173.14	$180.06	$174.70
Associate Engineer	$122.40	-	$128.52	-	$133.84	-	$135.05	-
Junior Engineer/Technician	$112.20	-	$117.81	-	$122.69	-	$123.79	-
Senior Project Administrator	-	-	-	-	$135.29	-	$136.51	-
Project Administrator	-	-	$117.81	-	$122.69	-	$123.79	-
Administrative Assistant	-	-	$100.84	-	$105.01	-	$105.96	-
Avila & Associates:								
Project Controls Manager	$205.79	-	$216.08	$210.98	$225.03	$219.71	$227.05	$221.69
Senior Engineer II	$197.84	-	$207.73	-	$216.33	-	$218.28	-
Senior Engineer I	$178.35	-	$187.27	-	$195.02	-	$196.78	-
Project Administration Specialist	$96.04	-	$100.84	-	$105.01	-	$105.96	-
Creighton & Creighton, Inc:								
Principal	$190.65	-	$200.18	-	$208.47	-	$210.34	-
Live Oak Associates, Inc:								
Principal	$183.60	-	$192.78	-	$200.76	-	$202.57	-
Senior Associate	$132.60	-	$139.23	-	$144.99	-	$146.30	-
Director of Ecol. Services (SJ)	$153.00	-	$160.65	-	$167.30	-	$168.81	-
Director of Ecol. Services	$142.80	-	$149.94	-	$156.15	-	$157.55	-
Project Manager	$112.20	-	$117.81	-	$122.69	-	$123.79	-
Director of Cartography	$122.40	-	$128.52	-	$133.84	-	$135.05	-
Assistant Project Manager	$96.90	-	$101.75	-	$105.96	-	$106.91	-
Support Staff	$66.30	-	$69.62	-	$72.50	-	$73.15	-
Parikh Consultants, Inc:								
Project Manager	$222.77	-	$233.91	-	$243.59	-	$245.79	-
Senior Project Engineer	$160.67	-	$168.70	-	$175.68	-	$177.27	-
Project Engineer	$125.54	-	$131.82	-	$137.28	-	$138.51	-

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Field Engineer	$104.79	-	$110.03	-	$114.59	-	$115.62	-
Staff Engineer	$85.90	-	$90.20	-	$93.93	-	$94.78	-
SPECIALTY SUBCONSULTANTS (Non-SBE)								
M Pauletto And Associates:								
Borrow & Spoil Sites	$245.58	-	$257.86	-	$268.54	-	$270.95	-
Cluff:								
Lloyd Cluff, BOC	$229.50	-	$240.98	-	$250.96	-	$253.22	-
Seed:								
Ray Seed, BOC	$229.50	-	$240.98	-	$250.96	-	$253.22	-
Cassidy:								
Jack Cassidy, BOC	$229.50	-	$240.98	-	$250.96	-	$253.22	-
GEI:								
Steve Verigin, BOC	$229.50	-	$240.98	-	$250.96	-	$253.22	-

NOTES:
1. Rates revised in Amendment No. 2, No. 4, and No. 6
2. Amendment No. 1, No. 3, No. 5, No. 7, and No. 10 did not implement any changes in rates.
3. Refer to Revised Appendix Two, Fees and Payments, IV. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE HOURLY RATE SCHEDULE (UNCHANGED)
AMENDMENT NO. 8

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT						
Black & Veatch:						
Project Director/PIC	$270.30	$270.30	$313.33	-	$320.85	-
Senior Practice Leader	$270.30	$265.20	$313.33	$307.70	$320.85	$315.08
Program Manager	$270.30	$265.20	$305.69	$299.57	$313.02	$306.76
Practice Leader	$244.80	$244.80	$283.76	-	$290.57	-
Safety Manager	$234.60	$234.60	$271.94	-	$278.47	-
Senior Construction Manager	$229.50	$229.50	$266.03	-	$272.42	-
Sr. Engineering Manager	-	-	$254.21	-	$260.31	-
Deputy Program Manager	$219.30	$219.30	$254.21	N/A	$260.31	-
Sr. Project Supervising Engineer	$239.70	$234.60	$277.86	$272.23	$284.53	$278.76
Construction Manager	$198.90	$198.90	$230.56	-	$236.10	-
Senior Engineer	$198.90	$198.90	$230.56	$224.93	$236.10	$230.33
Cost Estimator	$193.80	$193.80	$224.65	-	$230.04	-
Senior Project Engineer	$183.60	$178.50	$212.82	$207.19	$217.93	$212.17
Sr. Project Controls	$178.50	$178.50	$206.92	-	$211.88	-
Project Controls	$153.00	$153.00	$177.35	-	$181.61	-
Associate Engineer	$147.90	$147.90	$171.45	-	$175.56	-
GIS Practice Leader	$147.90	$147.90	$171.45	-	$175.56	-
Sr. Regional Administrator	$127.50	$127.50	$147.80	-	$151.35	-
CAD Technician	$130.00	$130.00	$143.52	-	$146.96	-
SUBCONSULTANTS (SBE)						
Schaaf & Wheeler:						
Principal	$255.00	$255.00	$295.59	-	$302.68	-
Project Manager	$209.10	$209.10	$242.39	$236.76	$248.20	$242.44
Senior Engineer	$163.20	$163.20	$189.18	$183.55	$193.72	$187.95
Associate Engineer	$122.40	$122.40	$141.88	-	$145.29	-
Junior Engineer/Technician	$112.20	$112.20	$130.06	-	$133.18	-
Senior Project Administrator	-	-	$142.14	-	$145.55	-
Project Administrator	$112.20	$112.20	$130.06	-	$133.18	-
Administrative Assistant	-	-	$111.32	-	$114.00	-
Avila & Associates:						
Project Controls Manager	$205.79	$205.79	$238.55	$232.92	$244.27	$238.51
Senior Engineer II	$197.84	$197.84	$229.33	-	$234.83	-
Senior Engineer I	$178.35	$178.35	$206.74	-	$211.70	-

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Project Administration Specialist	$96.04	$96.04	$111.32	-	$114.00	-
Creighton & Creighton, Inc:						
Principal	$190.65	$190.65	$220.99	-	$226.30	-
Live Oak Associates, Inc:						
Principal	$183.60	$183.60	$212.82	-	$217.93	-
Senior Associate	$132.60	$132.60	$153.71	-	$157.39	-
Director of Ecol. Services (SJ)	$153.00	$153.00	$177.35	-	$181.61	-
Director of Ecol. Services	$142.80	$142.80	$165.53	-	$169.50	-
Sr. Project Manager	--	--	$143.50	-	$146.94	-
Project Manager	$112.20	$112.20	$130.06	-	$133.18	-
Director of Cartography	$122.40	$122.40	$141.88	-	$145.29	-
Staff Ecologist	$96.90	$96.90	$112.33	-	$115.02	-
Assistant Project Manager	-	-	$112.33	-	$115.02	-
Support Staff	$66.30	$66.30	-	-	-	-
Parikh Consultants, Inc:						
Project Manager	$222.77	$222.77	$258.23	-	$264.43	-
Senior Project Engineer	$160.67	$160.67	$186.24	-	$190.71	-
Project Engineer	$125.54	$125.54	$145.53	-	$149.02	-
Field Engineer	$104.79	$104.79	$121.47	-	$124.38	-
Staff Engineer	$85.90	$85.90	$99.58	-	$101.97	-
SPECIALTY SUBCONSULTANTS (Non-SBE)						
M Pauletto And Associates:						
Principal	$240.00	$220.00	$284.67	-	$291.50	-
Associate	-	-	$266.04	-	$272.42	-
Strategic Value Solutions						
Team Leader	-	-	$240.00	-	$245.76	-
Technical Assistant	-	-	$225.00	-	$230.40	-
Cost Estimator	-	-	$165.00	-	$168.96	-
Administrative Assistant	-	-	$70.00	-	$71.68	-
Board Consultant /Technical Reviewer:						
Ray Seed	$229.50	$229.50	$266.03	-	$272.42	-
Steve Verigin (GEI)	$229.50	$229.50	$266.03	-	$272.42	-
Dan Hertel (Engineering Science)	-	-	$266.03	-	$272.42	-
Tom MacDonald	-	-	$266.03	-	$272.42	-
Bill Lettis	-	-	$266.03	-	$272.42	-
Angelos Findikakis (Tech Review)	-	-	$266.03	-	$272.42	-

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE HOURLY RATE SCHEDULE (REVISED)
AMENDMENT NO. 9

	Original Agreement January 24, 2012		Effective January 1, 2021	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT				
Black & Veatch:				
Project Director/PIC	$270.30	$270.30	$328.87	-
Senior Practice Leader	$270.30	$265.20	$328.87	$322.96
Practice Leader	$244.80	$244.80	$297.83	-
Safety Manager	$234.60	$234.60	$285.43	-
Senior Construction Manager	$229.50	$229.50	$279.23	-
Construction Manager	$198.90	$198.90	$242.00	-
Cost Estimator	$193.80	$193.80	$235.79	-
Sr. Project Controls	$178.50	$178.50	$217.18	-
Project Controls	$153.00	$153.00	$186.15	-
GIS Practice Leader	$147.90	$147.90	$179.95	-
Sr. Regional Administrator	$127.50	$127.50	$155.13	-
CAD Technician	$130.00	$130.00	$150.63	-
Engineer 1	-	-	$144.00	-
Engineer 2	-	-	$179.95	-
Engineer 3	-	-	$224.00	-
Engineer 4	-	-	$266.82	-
SUBCONSULTANTS (SBE)				
Schaaf & Wheeler:				
Principal	$255.00	$255.00	$310.25	-
Project Manager	$209.10	$209.10	$254.41	$236.76
Senior Engineer	$163.20	$163.20	$198.56	$183.55
Associate Engineer	$122.40	$122.40	$148.92	-
Junior Engineer/Technician	$112.20	$112.20	$136.51	-
Senior Project Administrator	-	-	$149.19	-
Project Administrator	$112.20	$112.20	$136.51	-
Administrative Assistant	-	-	$116.85	-
Avila & Associates:				
Project Controls Manager	$205.79	$205.79	$250.38	$244.47
Senior Engineer II	$197.84	$197.84	$240.70	-
Senior Engineer I	$178.35	$178.35	$216.99	-
Project Administration Specialist	$96.04	$96.04	$116.85	-
Creighton & Creighton, Inc:				
Principal	$190.65	$190.65	$231.96	-

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2021	
Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
SUBCONSULTANT				
Live Oak Associates, Inc:				
Principal	$183.60	$183.60	$223.38	-
Senior Associate	$132.60	$132.60	$161.32	-
Director of Ecol. Services (SJ)	$153.00	$153.00	$186.15	-
Director of Ecol. Services	$142.80	$142.80	$173.74	-
Sr. Project Manager	-	-	$150.61	-
Project Manager	$112.20	$112.20	$136.51	-
Director of Cartography	$122.40	$122.40	$148.92	-
Staff Ecologist	$96.90	$96.90	$117.90	-
Assistant Project Manager	-	-	$117.90	-
Support Staff	$66.30	$66.30	-	-
Parikh Consultants, Inc:				
Project Manager	$222.77	$222.77	$271.04	-
Senior Project Engineer	$160.67	$160.67	$195.48	-
Project Engineer	$125.54	$125.54	$152.75	-
Field Engineer	$104.79	$104.79	$127.49	-
Staff Engineer	$85.90	$85.90	$104.52	-
SPECIALTY SUBCONSULTANTS (Non-SBE)				
M Pauletto And Associates:				
Principal	$240.00	$220.00	$298.79	-
Associate	-	-	$279.23	-
Strategic Value Solutions				
Team Leader	-	-	$251.90	-
Technical Assistant	-	-	$236.16	-
Cost Estimator	-	-	$173.18	-
Administrative Assistant	-	-	$73.47	-
Board Consultant / Technical Reviewer:				
Ray Seed	$229.50	$229.50	$272.42	-
Steve Verigin (GEI)	$229.50	$229.50	$272.42	-
Dan Hertel (Engineering Science)	-	-	$272.42	-
Tom MacDonald	-	-	$272.42	-
Bill Lettis	-	-	$272.42	-
Gregg Korbin	-	-	272.42	-
Angelos Findikakis (Tech Review)	-	-	$266.03	-

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2022		Effective January 1, 2023	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT						
Black & Veatch:						
Project Director/PIC	$270.30	$270.30	$337.09	-	$345.52	-
Senior Practice Leader	$270.30	$265.20	$337.09	$331.03	$345.52	$339.31
Practice Leader	$244.80	$244.80	$305.28	-	$312.91	-
Safety Manager	$234.60	$234.60	$292.56	-	$299.88	-
Senior Construction Manager	$229.50	$229.50	$286.21	-	$293.37	-
Senior Program Engineer[1]	-	-	$262.92	-	$269.49	-
Construction Manager	$198.90	$198.90	$248.05	-	$254.25	-
Cost Estimator	$193.80	$193.80	$241.68	-	$247.73	-
Sr. Project Controls	$178.50	$178.50	$222.61	-	$228.17	-
Project Controls	$153.00	$153.00	$190.80	-	$195.57	-
GIS Practice Leader	$147.90	$147.90	$184.45	-	$189.06	-
Sr. Regional Administrator	$127.50	$127.50	$159.01	-	$162.98	-
CAD Technician	$130.00	$130.00	$154.40	-	$158.26	-
CAD Technician 1[2]	-	-	-	-	$100.00	-
Engineer 1	-	-	$147.60	-	$151.29	-
Engineer 2	-	-	$184.45	-	$189.06	-
Engineer 3	-	-	$229.60	-	$235.34	-
Engineer 4	-	-	$273.49	-	$280.33	-
Environmental Specialist 1[2]	-	-	-	-	$106.40	-
Environmental Specialist 3[2]	-	-	-	-	$192.98	-
Environmental Specialist 4[2]	-	-	-	-	$218.83	-
Administrative Assistant[3]	-	-	-	-	$122.76	-
SUBCONSULTANTS (SBE)						
Schaaf & Wheeler:						
Principal	$255.00	$255.00	$318.00	-	$325.95	-
Project Manager	$209.10	$209.10	$260.77	$242.68	$267.29	$248.75
Senior Engineer	$163.20	$163.20	$203.52	$188.14	$208.61	$192.84
Associate Engineer	$122.40	$122.40	$152.64	-	$156.46	-
Junior Engineer/Technician	$112.20	$112.20	$139.92	-	$143.42	-
Senior Project Administrator	-	-	$152.92	-	$156.74	-
Project Administrator	$112.20	$112.20	$139.92	-	$143.42	-
Administrative Assistant	-	-	$119.77	-	$122.77	-
Avila & Associates:						
Project Controls Manager	$205.79	$205.79	$256.64	$250.58	$263.05	$256.84
Senior Engineer II	$197.84	$197.84	$246.72	-	$252.89	-
Senior Engineer I	$178.35	$178.35	$222.41	-	$227.98	-

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2022		Effective January 1, 2023	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Project Administration Specialist	$96.04	$96.04	$119.77	-	$122.76	-
Creighton & Creighton, Inc:						
Principal	$190.65	$190.65	$237.75	-	$243.70	-
Live Oak Associates, Inc:						
Principal	$183.60	$183.60	$228.96	-	$234.69	-
Senior Associate	$132.60	$132.60	$165.35	-	$169.50	-
Director of Ecol. Services (SJ)	$153.00	$153.00	$190.80	-	$195.57	-
Director of Ecol. Services	$142.80	$142.80	$178.08	-	$182.53	-
Sr. Project Manager	-	-	$154.38	-	$158.23	-
Project Manager	$112.20	$112.20	$139.92	-	$143.42	-
Director of Cartography	$122.40	$122.40	$152.64	-	$156.46	-
Staff Ecologist	$96.90	$96.90	$120.85	-	$123.87	-
Assistant Project Manager	-	-	$120.85	-	$123.87	-
Support Staff	$66.30	$66.30	-	-	-	-
Parikh Consultants, Inc:						
Project Manager	$222.77	$222.77	$277.81	-	$284.76	-
Senior Project Engineer	$160.67	$160.67	$200.36	-	$205.37	-
Project Engineer	$125.54	$125.54	$156.56	-	$160.48	-
Field Engineer	$104.79	$104.79	$130.68	-	$133.95	-
Staff Engineer	$85.90	$85.90	$107.13	-	$109.81	-
SPECIALTY SUBCONSULTANTS (Non-SBE)						
M Pauletto And Associates:						
Principal	$240.00	$220.00	$306.26	-	$313.91	-
Associate	-	-	$286.22	-	$293.37	-
Strategic Value Solutions						
Team Leader	-	-	$258.20	-	$264.66	-
Technical Assistant	-	-	$242.06	-	$248.12	-
Cost Estimator	-	-	$177.51	-	$181.95	-
Administrative Assistant	-	-	$75.31	-	$77.19	-
Terracon Environmental Consulting						
Principal/Geologist[4]	-	-	-	-	$242.30	-
Staff Architect[4]	-	-	-	-	$172.30	-
Administrative Assistant[4]	-	-	-	-	$70.00	-
Erskine Environmental Consulting						
Principal[4]	-	-	-	-	$213.46	-
Board Consultant / Technical Reviewer:						
Ray Seed	$229.50	$229.50	$279.23	-	$286.21	-
Steve Verigin (GEI)	$229.50	$229.50	$279.23	-	$286.21	-

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2022		Effective January 1, 2023	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Sr. Professional Grade 6 (GEI)[5]	-	-	-	-	$211.15	-
Dan Hertel (Engineering Science)	-	-	$279.23	-	-	-
Bill Lettis	-	-	$279.23	-	$286.21	-
Paul Schweiger	-	-	$279.23	-	$286.21	-
Gregg Korbin	-	-	$279.23	-	$286.21	-
Angelos Findikakis[6] (Tech Review)	-	-	$279.23	-	$286.21	-

Notes:
1. Hourly rate was approved administratively as documented in a letter from the District to Consultant dated November 8, 2022, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 11.
2. Hourly rates were approved administratively as documented in a letter from the District to Consultant dated September 15, 2023, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 11.
3. Hourly rate was approved administratively as documented in a letter from the District to Consultant dated April 5, 2023, also documented in District's internal administrative form (FC 1165) and has been incorporated in Amendment No. 11.
4. Hourly rates were approved administratively as documented in a letter from the District to Consultant dated July 14, 2023, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 11.
5. Hourly rate was approved administratively as documented in a letter from the District to Consultant dated June 26, 2023, also documented in District's internal administrative form (FC 1165) and has been incorporated in Amendment No. 11.
6. Hourly rate correction was approved administratively as documented in a letter from the District to Consultant dated July 14, 2023, also documented in District's internal administrative form (FC 1165) and has been incorporated in Amendment No. 11.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE UNIT/HOURLY RATE SCHEDULE
AMENDMENT NO. 11

	Original Agreement January 24, 2012		Effective January 1, 2024	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT				
Black & Veatch:				
Project Director/PIC	$270.30	$270.30	$354.16	-
Senior Practice Leader	$270.30	$265.20	$354.16	$347.79
Practice Leader	$244.80	$244.80	$320.73	-
Safety Manager	$234.60	$234.60	$307.38	-
Senior Construction Manager	$229.50	$229.50	$300.70	-
Senior Program Engineer	-	-	$276.23	-
Construction Manager	$198.90	$198.90	$260.61	-
Cost Estimator	$193.80	$193.80	$253.92	-
Sr. Project Controls	$178.50	$178.50	$233.88	-
Project Controls	$153.00	$153.00	$200.46	-
GIS Practice Leader	$147.90	$147.90	$193.79	-
Sr. Regional Administrator	$127.50	$127.50	$167.06	-
CAD Technician	$130.00	$130.00	$162.21	-
CAD Technician 1	-	-	$102.50	-
Engineer 1	-	-	$155.07	-
Engineer 2	-	-	$193.79	-
Engineer 3	-	-	$241.22	-
Engineer 4	-	-	$287.34	-
Environmental Specialist 1	-	-	$109.06	-
Environmental Specialist 3	-	-	$197.80	-
Environmental Specialist 4	-	-	$224.30	-
Administrative Assistant	-	-	$125.83	-
Senior Principal Program Manager[7]	-	-	$425.00	-
Principal Program Manager[7]	-	-	$395.00	-
Senior Principal Subject Matter Expert (SME)[7]	-	-	$415.00	-
Principal Subject Matter Expert (SME)[7]	-	-	$390.00	-
SUBCONSULTANTS (SBE)				
Schaaf & Wheeler:				
Principal	$255.00	$255.00	$334.10	-
Project Manager	$209.10	$209.10	$273.97	$254.96
Senior Engineer	$163.20	$163.20	$213.83	$197.66
Associate Engineer	$122.40	$122.40	$160.37	-

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2024	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Junior Engineer/Technician	$112.20	$112.20	$147.01	-
Senior Project Administrator	-	-	$160.66	-
Project Administrator	$112.20	$112.20	$147.01	-
Administrative Assistant	-	-	$125.83	-
Avila & Associates:				
Project Controls Manager	$205.79	$205.79	$269.63	$263.26
Senior Engineer II	$197.84	$197.84	$259.21	-
Senior Engineer I	$178.35	$178.35	$233.67	-
Project Administration Specialist	$96.04	$96.04	$125.83	-
Creighton & Creighton, Inc:				
Principal	$190.65	$190.65	$249.79	-
Live Oak Associates, Inc:				
Principal	$183.60	$183.60	$240.56	-
Senior Associate	$132.60	$132.60	$173.74	-
Director of Ecol. Services (SJ)	$153.00	$153.00	$200.46	-
Director of Ecol. Services	$142.80	$142.80	$187.09	-
Sr. Project Manager	-	-	$162.19	-
Project Manager	$112.20	$112.20	$147.01	-
Director of Cartography	$122.40	$122.40	$160.37	-
Staff Ecologist	$96.90	$96.90	$126.97	-
Assistant Project Manager	-	-	$126.97	-
Support Staff	$66.30	$66.30	-	-
Parikh Consultants, Inc:				
Project Manager	$222.77	$222.77	$291.87	-
Senior Project Engineer	$160.67	$160.67	$210.50	-
Project Engineer	$125.54	$125.54	$164.49	-
Field Engineer	$104.79	$104.79	$137.30	-
Staff Engineer	$85.90	$85.90	$112.56	-
SPECIALTY SUBCONSULTANTS (Non-SBE)				
M Pauletto And Associates:				
Principal	$240.00	$220.00	$321.76	-
Associate	-	-	$300.70	-
Strategic Value Solutions				
Team Leader	-	-	$271.28	-
Technical Assistant	-	-	$254.32	-
Cost Estimator	-	-	$186.50	-
Administrative Assistant	-	-	$79.12	-
Terracon Environmental Consulting				

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2024	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Principal/Geologist	-	-	$248.36	-
Staff Architect	-	-	$176.61	-
Administrative Assistant	-	-	$71.75	-
Erskine Environmental Consulting				
Principal	-	-	$218.79	-
Board Consultant / Technical Reviewer:				
Ray Seed	$229.50	$229.50	$293.37	-
Steve Verigin (GEI)	$229.50	$229.50	$293.37	-
Sr. Professional Grade 6 (GEI)	-	-	$216.43	-
Dan Hertel (Engineering Science)	-	-	$293.37	-
Bill Lettis	-	-	$293.37	-
Paul Schweiger	-	-	$293.37	-
Gregg Korbin	-	-	$293.37	-
Angelos Findikakis (Tech Review)	-	-	$293.37	-

Note:
1. Hourly rates were approved administratively as documented in a letter from the District to Consultant dated August 16, 2024, also documented in District's internal administrative form (FC 1165) and have been incorporated in Amendment No. 11.

B. Unused fees from an active task may be reallocated to another active task provided that the Total Agreement NTE Amount is not exceeded. The Parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. The transference of funds may occur only after written approval from the District Dam Safety and Capital Division Deputy Operating Officer.

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

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actual cost plus 5%. Consultant shall provide invoices for all lab services regardless of cost.

F. Other Direct Costs (ODC)

1. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:

2. ODC - Type 1: This includes prime consultant direct costs including the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.

3. ODC - Type 2:

   a. This includes Subconsultants direct costs including the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty Subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants and the Quarry Expert, refer to Amendment No. 8, Revised Appendix Two, Fees and Payments, Base Hourly Rate Schedule.

   b. Pending District pre-approval of travel, the related costs (e.g. airfare, taxi, rideshare, public transportation, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.

   c. Travel and overnight accommodations, including per diem, for ODC - Type 2 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 a of taxi, rideshare, public transportation or the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs. Per diem shall be limited to the per diem rates for San Jose, Sunnyvale, Palo Alto, and San Jose as published by the US General Services Administration for the current US fiscal year.

   d. Vehicle rental is limited to a compact or economy model.

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e. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

4. ODC - Type 3: (DELETED)

G. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, 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(s) and, if directed or authorized by District, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

H. Consultant's monthly invoices will be prepared in accordance with the terms of Revised Standard Consultant Agreement Section IV, Fees and Payments, this Revised Appendix Two, 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.

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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 Project 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.

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.

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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 Valley Water, at any time during regular business hours, upon written request by Valley Water. Records and documents to be provided in electronic or hard copy format, at Valley Water's discretion.

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, 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 Payment and the corresponding retention clause, which was amended in Amendment No. 8 and now amended further as stated in this Amendment No 11.

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 35 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. 11 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Revised Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **April 30, 2026**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant has commenced performance of tasks listed in Appendix One and will perform as stated in Revised Appendix One of this Amendment No. 11 as of its effective date.

3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with this Amendment No. 11 to the Agreement pursuant to the Project Schedule table as shown below that is based on the overall District Approved Project Plan schedule. 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 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 the 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, Section VII. Delays and Extensions.

6. District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE (UNCHANGED)
AMENDMENT NO. 1 THROUGH NO. 6

Task	Description	Amendment No. 1 through No. 6
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project		**Duration from Original Agreement (1/24/12)**
101	Project Management & Administration	Duration of Agreement
102	Technical Review & Quality Control	11 years 11 months
103	Regulatory, Permitting & Environmental Coordination	11 years 11 months
104	Public Outreach	11 years 11 months
105	Board of Consultants Coordination	11 years 11 months
106	Supplemental Services for Anderson Dam Seismic Retrofit Project	Duration of Agreement
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
107	PMC Services for Calero Dam Seismic Retrofit Project	9 years 6 months
108	Supplemental Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	9 years 6 months
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 – Almaden Dam Improvements Project		**Duration from Amendment No. 6 (2/28/17)**
111	PMC Services for Almaden Dam Improvements Project	6 years 10 months
112	Supplemental Services for Almaden Dam Improvements Project	Duration of Agreement

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE (REVISED)
AMENDMENT NO. 11

Task	Description	Amendment No.11
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project		**Duration from Original Agreement (1/24/12)**
101	Project Management & Administration	Duration of Agreement
102	Technical Review & Quality Control	14 years 3 months
103	Regulatory, Permitting & Environmental Coordination	14 years 3months
104	Public Outreach	14 years 3 months
105	Board of Consultants Coordination	14 years 3 months
106	Supplemental Services for Anderson Dam Seismic Retrofit Project	Duration of Agreement
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
107	PMC Services for Calero Dam Seismic Retrofit Project	11 years 10 months
108	Supplemental Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	11 years 10 months
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 – Almaden Dam Improvements Project		**Duration from Amendment No. 6 (2/28/17)**
111	PMC Services for Almaden Dam Improvements Project	9 years 2 months
112	Supplemental Services for Almaden Dam Improvements Project	Duration of Agreement

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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 Four Insurance Requirements. 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 Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to email Valley Water Risk Manager at Riskmanager@valleywater.org.

Certificates of Insurance

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

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to **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 A3555A / CAS No. 4400

IMPORTANT: The agreement or CAS number must be included.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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 A3555A / CAS No. 4400

   IMPORTANT: The agreement or CAS number must be included.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS

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.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS

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 (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 (except for professional liability which is self insured) 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. None of Consultant's policies will have a deductible that exceeds $500,000.

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6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.

7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.

8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.

9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.

10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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AMENDMENT NO. 11 TO AGREEMENT A3555A
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 Four ConsultantGL2AL2PL5_rev. 1.26.24/ rev. 11.1.24

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Contract Administration Unit
AGMT: A3555Aj FILE: 4400

AMENDMENT NO. 10 TO AGREEMENT A3555A BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH CORPORATION

This Amendment No. 10 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of Revised Standard Consultant Agreement A3555A (Agreement) dated January 24, 2012 as amended by Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26, 2015, Amendment No. 4 dated July 15, 2016, Amendment No. 5 dated December 8, 2016, Amendment No. 6 dated March 1, 2017, Amendment No. 7 dated February 22, 2019, Amendment No. 8 dated June 8, 2020, Amendment No. 9 dated April 13, 2021, between SANTA CLARA VALLEY WATER DISTRICT (District and Valley Water) and BLACK AND VEATCH CORPORATION (formerly known as Black and Veatch)(Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit Project (Project)**,** Calero Dam Seismic Retrofit Project, Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project, during the planning and design phases; and

WHEREAS, the Agreement currently expires on December 31, 2023; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide sufficient time for Consultant to continue performing project management services for the following Project's: 1) Calero Dam Seismic Retrofit (CDSRP); 2) Guadalupe Dam Seismic Retrofit (GDSRP); 3) Almaden Dam Improvement (ADIP); and 4) Anderson Dam Seismic Retrofit (ADSRP) Projects (Projects); and to work with the regulators toward construction authorization of ADSRP.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, and Amendment No. 9, Consultant and the District hereby agree to amend the Agreement as follows:

1. Revised Appendix Three, Schedule of Completion, is amended as set forth in the Revised Appendix Three, Schedule of Completion, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

2. All other terms and conditions of Agreement A3555A, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, and Amendment No. 9 not otherwise amended herein, remain in full force and effect.

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AMENDMENT NO. 10 TO AGREEMENT A3555A BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH

SANTA CLARA VALLEY WATER DISTRICT
District

By: DocuSigned by: Alicia Fraumeni DCCC476B38DB436...

Alicia Fraumeni
Supervising Program Administrator
Purchasing & Consultant Contract Services Unit

Date: 11/16/2023

BLACK & VEATCH CORPORATION
Consultant

By: DocuSigned by: Jeff Neemann 347AA8938CA4D4...

Jeff Neemann
West Region, Managing Director

Date: 11/15/2023

Consultant's Address:
2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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AMENDMENT NO. 10 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Revised Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **November 15, 2024**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant has commenced performance of tasks listed in Appendix One and will perform as stated in Revised Appendix One of this Amendment No. 9 as of its effective date.

3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with this Amendment No. 9 to the Agreement pursuant to the Project Schedule table as shown below that is based on the overall District Approved Project Plan schedule. 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 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 the 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, Section VII. Delays and Extensions.

6. District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 10 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE (REVISED)

Task	Description	Amendment No. 10 Effective Date
Tasks 101 thru 106 – Anderson Dam Seismic Retrofit Project		**Duration from Original Agreement (1/24/12)**
101	Project Management & Administration	Duration of Agreement
102	Technical Review & Quality Control	12 years 10 months
103	Regulatory, Permitting & Environmental Coordination	12 years 10 months
104	Public Outreach	12 years 10 months
105	Board of Consultants Coordination	12 years 10 months
106	Supplemental Services for Anderson Dam Seismic Retrofit Project	Duration of Agreement
Tasks 107 thru 108 – Calero Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
107	PMC Services for Calero Dam Seismic Retrofit Project	10 years5 months
108	Supplemental Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 – Guadalupe Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	10 years5 months
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 – Almaden Dam Improvements Project		**Duration from Amendment No. 6 2/28/17)**
111	PMC Services for Almaden Dam Improvements Project	7 years 9 months
112	Supplemental Services for Almaden Dam Improvements Project	Duration of Agreement

Note: This Amendment No. 10 revises the expiration date for the Agreement only. The task durations stated in the above table for the Project Schedule will be revised upon the issuance of Amendment No. 11.

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AMENDMENT NO. 9 TO AGREEMENT A3555A BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH CORPORATION

This Amendment No. 9 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of Standard Consultant Agreement A3555A (Agreement) dated January 24, 2012 as amended by Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26, 2015, Amendment No. 4 dated July 15, 2016, Amendment No. 5 dated December 8, 2016, Amendment No. 6 dated March 1, 2017, Amendment No. 7 dated February 22, 2019, and Amendment No. 8 dated June 8, 2020 between SANTA CLARA VALLEY WATER DISTRICT (District) and BLACK AND VEATCH CORPORATION (formerly known as Black and Veatch)(Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit Project (Project)**,** Calero Dam Seismic Retrofit Project, Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project, during the planning and design phases; and

WHEREAS, the Agreement currently expires on June 30, 2022; and

WHEREAS, on February 20, 2020, the Federal Energy Regulatory Commission (FERC), which has issued a permit for the District to operate its hydroelectric power station at the Anderson Dam, directed the District to implement all possible, available measures to reduce the risk of failure from an earthquake until the Project is completed, including lowering the water level in the Anderson reservoir, pursuant to a schedule to be provided by the District; and

WHEREAS, the District submitted to FERC a plan to comply with its directive for mitigating risks from significant seismic activity, which included a schedule for construction of a new low-level outlet tunnel at Anderson Dam, the Anderson Dam Tunnel Project (ADTP), (Stage 1) and the schedule for construction of the larger Anderson Dam Seismic Retrofit Project (ADSRP) (Stage 2); and

WHEREAS, design of the ADTP is complete and external regulatory review by the Federal Energy Regulatory Commission (FERC), the California Department of Water Resources, Division of Safety of Dams (DSOD), and an independent, technical Board of Consultants (BOC) is ongoing during the bid advertisement period. The District currently plans to award a construction contract during the second quarter of calendar year 2021; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide sufficient time for Consultant to continue performing project management services; increase the Total Not-to-Exceed amount to provide funds for Consultant to perform additional project management services during Stage 1 construction and Stage 2 planning and design phases from January 2021 to December 2023, including services related to new activities to be conducted per direction from FERC, the BOC, the National Marine Fisheries Service (NMFS), and the California Department of Water Resources, Division of Safety of Dams (DSOD); to modify the Project Schedule for Consultant's performance considering the additional services to be performed; and to make administrative changes.

AMENDMENT NO. 9 TO AGREEMENT A3555A
BETWEEN SANTA CLARA VALLEY WATER DISTRICT
AND BLACK AND VEATCH

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8, Consultant and the District hereby agree to amend the Agreement as follows:

1. Revised Appendix One, Scope of Services, is amended as set forth in the attached Revised Appendix One Scope of Services, to the Revised Standard Consultant Agreement, and incorporated herein by this reference.

2. Revised Attachment One, Consultant's Key Staff and Subconsultants, is amended as set forth in the Revised Attachment 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 Appendix Two, Fees and Payments, is amended as set forth in the Revised Appendix Two, Fees and Payments, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

4. Revised Appendix Three, Schedule of Completion, is amended as set forth in the Revised Appendix Three, Schedule of Completion, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

5. 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.

6. All other terms and conditions of Agreement A3555A, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8 not otherwise amended herein, remain in full force and effect.

SANTA CLARA VALLEY WATER DISTRICT
District

By: Tony Estremera
Tony Estremera
Chair, Board of Directors

Date: 04/13/2021

ATTEST:
Michele L. King
Michele L. King, CMC
Clerk, Board of Directors

BLACK & VEATCH CORPORATION
Consultant

By: Dan W Meyer
Dan Meyer
Senior Vice President

Date: 3/18/2021

Consultant's Address:
2999 Oak Road, Suite 490
Walnut Creek, CA 94597

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

This Revised Appendix One amends the current Revised Appendix One, Scope of Services as stated herein. This Revised Appendix One describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project), Calero Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project, and the Almaden Dam Improvements Project.

ANDERSON DAM SEISMIC RETROFIT PROJECT
PROJECT OVERVIEW, PROJECT BACKGROUND, and PROJECT DELIVERY APPROACH

I. PROJECT OVERVIEW (UNCHANGED)

A. The Anderson Dam Seismic Retrofit Project (Project) was initiated in 2012 and is currently in the Design Phase. In December 2016, a Project update was presented to the District's Board of Directors, indicating that, as a result of geotechnical investigations completed in spring of 2016 and associated dam failure scenario analyses, a more extensive retrofit of the dam embankments is required to meet the Project objectives.

B. At the direction of the District, the Project Management services consultant (PMC) is responsible for assisting the District with the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives. The PMC will manage its team (as described below in Article III. Project Delivery Approach) to assist the District with:

1. Resolving the seismic deficiencies at Anderson Dam per the State of California Department of Water Resources, Division of Safety of Dams (DSOD) / Federal Energy Regulatory Commission (FERC) standards and in a timely manner;

2. Meeting the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures as provided in Attachment 6 to this Revised Appendix One;

3. Meeting the requirements of applicable federal, state, and local laws and regulations required for Project delivery;

4. Meeting requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;

5. Providing a well-supported basis to address stakeholders' interests;

6. Providing the District's Board of Directors, FERC, and DSOD with the basis for approving the proposed Project. The proposed Project and alternatives will be developed by the Design Consultant in concert with direction provided by the District and input from the PMC.

II. PROJECT BACKGROUND (UNCHANGED)

A. The District manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. This system includes 10 dams and surface water reservoirs, 3 water treatment plants, nearly 400 acres of groundwater recharge ponds and more than 275 miles of streams. One of the District's most critical water supply facilities is the Anderson Dam/Reservoir. The State of California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) have jurisdictional oversight of Anderson Dam facilities. Anderson Dam (Dam) is an earth-fill dam with a maximum height of about 240 feet. The crest is approximately 1,400 feet long and is 25 to 43 feet wide at approximately elevation 648 feet, NAVD88. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

Anderson Reservoir's capacity is approximately 90,400 acre-feet, and receives water through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The spillway is located on the north side of the dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The outlet works has the capability to release flows up to 550 cfs through a 49-inch diameter outlet pipe. The outlet works is also connected to the District's treatment plants via the District's in-county transmission system and is used to convey raw water to these plants for treatment. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline).

B. The Anderson Dam Seismic Retrofit Project (ADSRP) was initiated based on findings from the 2011 Seismic Stability Evaluation prepared for the District by the consulting firm of AMEC Geomatrix, Inc. This study indicated there was potential for seismically-induced slope instability and excessive deformation of the upstream and downstream sides of the dam due to potentially liquefiable alluvium and lower finer fill. Additionally, this study identified the potential for fault rupture to occur on the Coyote Creek Range Front faults that could damage the outlet works.

C. Planning for the ADSRP began in 2012. The District retained HDR Engineering, Inc. (HDR) to perform the planning phase. During planning, additional dam safety deficiencies were identified including the inadequate outlet works capacity to draw down the reservoir per DSOD requirements, and inability to safely pass the Probable Maximum Flood (PMF), based on an updated PMF hydrologic analysis performed by HDR.

D. The Design Consultant, URS Corporation, DBA URS Corporation Americas, was hired in 2013. The major Project design components identified in the planning phase included a new high-level outlet, new low-level outlet in an oversized tunnel, spillway and dam crest modifications, and upstream and downstream buttresses to stabilize the embankment.

During the course of the design phase, additional dam safety deficiencies have been identified including embankment transition zone quality, fault rupture across the embankment, and potentially liquefiable soils in the upstream dam embankment. The Project is currently incorporating changes to the embankment design approach to mitigate these deficiencies.

The modified Project calls for the replacement of most of the existing dam with embankments that will meet modern dam safety and performance standards. Much of the material from the existing dam will be reused in the embankment reconstruction. The size of the reconstructed dam will be similar to that of the existing dam. The new dam cross-section will be a compacted, zoned embankment dam with a central impervious clay core. It would include both a triple-layer chimney and horizontal blanket filter/drain/transition zones and compacted gravel shells. These features would address the previously-described dam deficiencies. All the liquefiable material at the base and foundation of the dam will also be removed.

E. The Environmental Consultant, Horizon Water and Environment, LLC, (Horizon), was hired in early 2020. The District retained Horizon to complete the environmental documents drafted by HDR and assist the District in securing environmental regulatory permits. During design, following numerous discussions with FERC and National Marine Fisheries Services (NMFS), it has been determined that post-operation of Anderson Reservoir will need to be addressed as part of the environmental consultation, which is a significant change to the Project's approach and delivery to date. This scope of services was not included in HDR's planning phase agreement and Horizon, having specific expertise in fisheries, was hired to complete the final environmental documents and perform the permitting work.

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F. By letter dated February 20, 2020, FERC advised the District that, due to the limited outlet capacity at the existing Anderson Dam and the presence of populated areas downstream of the dam, the District must take all measures available to reduce the risk of failure from an earthquake as much as possible until full remediation of the Anderson Dam is accomplished. FERC specifically directed the District to: (1) maintain the Anderson Reservoir no higher than elevation 565 feet (NAVD88); (2) begin further lowering the reservoir to elevation 488 feet (dead pool) no later than October 1, 2020; and (3) within thirty days from the date of their letter, file with FERC's Regional Engineer a plan and schedule for preliminary and final designs and for an overall construction schedule for the low-level outlet as soon as possible.

By response letter dated March 20, 2020 the District submitted a proposed detailed plan and schedule for the Anderson Dam Tunnel Project (ADTP) to comply with the FERC directive. The plan detailed the schedule for construction of a new low-level outlet at Anderson Dam (Stage 1) and the schedule for construction of the larger Anderson Dam Seismic Retrofit Project (Stage 2).

The Design Consultant is preparing two separate sets of plans, specifications, and cost estimates (one each for Stage 1 and Stage 2) instead of one set as previously planned and stated in their scope of services.

III. PROJECT DELIVERY APPROACH (REVISED)

A. The District's Project delivery approach includes retaining independent, separate consulting firms as described below:

1. Project Management Consultant (PMC) firm, Black & Veatch, or (Project Management Team), Consultant herein, has been retained to assist with the delivery of the Project at the direction of the District.

2. The Planning Consultant (PC or Planning Team) firm, HDR Engineering, Inc., was retained to perform preliminary engineering services and to develop the required draft environmental documents (Draft Environmental Impact Report and Draft Environmental Impact Statement) in support of the Project. The Planning Consultant is responsible for defining deficiencies in existing facilities; defining criteria that provide a basis for engineering solutions to address the deficiencies; development of conceptual engineering solutions that address the deficiencies; and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors ("Board").

   HDR Engineering, Inc.'s consultant agreement with the District was amended to reduce its scope, which has now been completed and agreement closeout activities are in progress, consistent with HDR's completed Project role.

3. The Environmental Consultant (EC or Environmental Team) led by Horizon Water and Environment, LLC, (Horizon) was retained in 2020 to develop the required final environmental documents (Final Environmental Impact Report and Environmental Impact Statement) and assist in securing the environmental regulatory permits, which will include post ADSRP construction operations. The Horizon scope of services is separate and distinct from the HDR Engineering, Inc. planning phase scope of services, as described in its Agreement with the District.

4. The Design Consultant (DC or Design Team), URS Corporation, DBA URS Corporation Americas, has been retained to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase shall be negotiated with the Design Consultant prior to the construction phase.

5. The Construction Management Consultant (CM or Construction Manager), COWI North America, Inc. has been retained to perform construction management services during construction of Stage 1, the ADTP; oversee the construction contractor's performance; and coordinate with the other District Consultants during construction.

B. Depending on several factors, such as availability of funding, satisfactory performance by the PMC, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of this Agreement term and subsequent Agreement term extensions to include Project Management services during the construction and closeout phases.

1. The performance criteria to be used by the District includes, but is not limited to, the PMC's ability to deliver the technical and management work products, successful implementation of the District's QEMS procedures, record of providing effective stakeholder communication, and ability to guide quality and risk management functions. The District may also negotiate an amendment to this Agreement to include Project Management services for other dam seismic retrofit projects, which was done pursuant to Amendment No. 2, Amendment No. 6, and Amendment No. 8 to this Agreement.

2. Pursuant to Amendment No. 2, Task 11 Supplemental Services was revised to add 11.7 Design and Constructability Reviews for the Calero-Guadalupe Dams (CGD) Seismic Retrofit Projects. Task 12 Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofit Projects was also added in Amendment No. 2.

Pursuant to Amendment No. 6, Task 11 was modified to only include scope for Supplemental Services for the Anderson Dam Seismic Retrofit Project. Task 12 was revised and renumbered to provide for PMC services for Calero Dam Seismic Retrofit Project in Tasks 107-108; PMC Services for Guadalupe Dam Seismic Retrofit Project in Tasks 109-110; and added PMC services for Almaden Dam Improvements Project as new Tasks 111-112.

3. Pursuant to Amendment No. 8, the design and construction of the CDSRP has been deferred by the Board, so the remaining budget designated for the CDSRP (Task 108) was re-allocated in Amendment No. 8 to the Guadalupe Dam Seismic Retrofit Project (GDSRP). The budget for PMC Services for GDSRP (Task 109 and Task 110) is depleted and requires additional budget for the firm to continue performing services for three additional years from January 2021 to December 2023.

   An administratively approved re-allocation of remaining budget that was in the Almaden Dam Improvements Project (Task 111 and Task 112), and transferred to the ADSRP, was also documented in the Amendment No. 8. Services yet to be performed for ADIP relate to the Phase 2 Spillway Evaluation for which Consultant's support is no longer required.

4. Amendment No. 9 provides for the Consultant to perform additional project management services during the planning and design phases during a period of three years, from January 2021 to December 2023. The services provided include those related to new activities to be conducted per direction from Federal Energy Regulatory Commission (FERC), the Board of Consultants (BOC), National Marine Fisheries Service (NMFS), and the State of California Department of Water Resources, Department of Safety of Dams (DSOD). The Amendment also extends the Agreement duration to provide time for Consultant to perform project management services during review of the final design documentation by DSOD, FERC, and other permitting agencies, and implements administrative revisions to the Agreement.

C. Regardless of the assessment by District of PMC's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope of services, as well as reserves the right to reduce or remove the scope of services.

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IV. PROJECT OBJECTIVES FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (UNCHANGED)

A. The District's objectives for the Anderson Dam Seismic Retrofit Project include:

1. Stabilize the dam embankment for the Maximum Credible Earthquake (MCE) on the Calaveras and Coyote Faults;

2. Mitigate the risk of embankment failure due to fault rupture;

3. Modify the existing spillway and/or raise the dam crest and make other modifications as required to accommodate the Probable Maximum Flood (PMF);

4. Replace the outlet works to mitigate the potential fault rupture risk from the MCE on the Coyote Creek-Range Front fault zone; meet current State of California Department of Water Resources, Division of Safety of Dams (DSOD) emergency drawdown flow requirements, and provide additional flood management flow requirements for District's use; and

5. Correct other dam safety deficiencies that are identified during the Design and Construction Phase of the Project.

B. The District's objectives for the Calero Dam Seismic Retrofit Project include:

1. Stabilize the Calero Dam embankments for the Maximum Credible Earthquake;

2. Modify or replace the outlet works if determined to be inadequate;

3. Modify the spillway or increase the freeboard of the Calero dams for safe passage of the Probable Maximum Flood (PMF);

4. Provide modifications that do not preclude potential future expansion of Calero Dam and reservoir to provide additional reservoir storage;

5. Remove or relocate the Bailey Ranch structures and breach Fellow's Dike; and

6. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.

C. The District's objectives for the Guadalupe Dam Seismic Retrofit Project include:

1. Stabilize the Guadalupe Dam embankment to withstand a Maximum Credible Earthquake (MCE);

2. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);

3. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements;

4. Relocate the Guadalupe Dam intake structure out of the upstream berm in a timely manner; and

5. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.

D. The District's objectives for the Almaden Dam Improvements Project include:

1. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);

2. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements; and

3. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.

E. At the direction of the District, the PMC will assist the District with delivery of the Anderson Dam Seismic Retrofit Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives for the Project as follows:

1. Resolve the seismic deficiencies per DSOD/ Federal Energy Regulatory Commission (FERC) standards;

2. Meet the District's Dam maintenance and operational requirements;

3. Meet the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures and guidelines;

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 and FERC;

6. Result in the District's Board of Directors, FERC, and DSOD approving Project decisions.

F. At the direction of the District, the PMC will assist with the delivery of the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project by providing administrative, and if needed, technical review of phase consultant deliverables to support the District's Project Managers as outlined in this Scope of Services.

V. GENERAL ASSUMPTIONS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (UNCHANGED)

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VI. GENERAL CONDITIONS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (UNCHANGED)

A. At the direction of the District, the PMC is required to work closely and collaborate with the Design, Planning, and Environmental Phase Consultants, District Management, and District engineering, environmental, operations, and maintenance staff to gain the necessary understanding of the District's requirements, needs, operational constraints and preferences, so as to address and complete key milestones and deliverables associated with the Project objectives.

B. The PMC is responsible for performing this Scope of Services in compliance with all applicable federal, state, local, and District regulatory standards and guidelines.

C. The PMC shall use California State Licensed Contractors, Engineers, and Surveyors to perform the work appropriate to their licensing that is described in this Scope of Services. The PMC shall make available upon request by the District, qualifications and licensing of personnel used in execution of the work.

D. The PMC shall use Microsoft Office software and versions of applications for word processing, spreadsheets, scanned documents, and the latest version of Computer Aided Drafting and Design (CADD) applications (if drawings/plans are included) that meets District software application standards used at the time the Project work starts.

E. The PMC shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and

submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.

F. Drawings shall comply with District's CADD and drafting standards (including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views).

G. CADD drawings prepared using different CADD software and versions must be converted to be compatible with District's CADD application. Prior to acceptance, District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the PMC.

H. Geospatial Information System (GIS) data and deliverables shall comply with the District's Standards for GIS products.

I. PMC shall follow the District's procedures and work instructions including the District's QEMS procedures and guidelines unless otherwise instructed by the District's Project Manager.

J. The District will facilitate access to District facilities as required for the PMC to complete this Scope of Services.

VII. PROJECT TASKS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (REVISED)

Project Tasks included in this Scope of Services are described in detail in this Section. The task structure established for the original Agreement, and in place for Amendments No. 1 through 5, was completely revised in Amendment No. 6 to appropriately consolidate services for the Anderson Dam Seismic Retrofit Project and to add particular tasks relating only to the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project and the Almaden Dam Improvements Project. As shown in the Revised Task Descriptions table (Retitled and Revised), multiple original tasks were grouped into a single task; certain tasks were renumbered; and new tasks were added. Existing tasks were modified as well as renumbered.

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AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

REVISED TASK DESCRIPTIONS (REVISED)

Amendment No. 2			Amendments No. 6	Amendments No. 8 & No. 9	
		Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project			
Task No.	**Task Description**	**Task No.**	**Task Description**	**Task No.**	**Task Description**
1	Project Management and Capital Project Delivery	101	Project Management and Administration	101	Project Management and Administration
2	Coordination and Communication				
3	Administrative Work				
6	Agreements, Contracts and Services				
7	Implement Value Engineering/ Constructability Review	102	Technical Review and Quality Control	102	Quality Assurance and Quality Control
8	Quality Assurance and Quality Control				
5	Stakeholder Engagement	103	Regulatory, Permitting & Environmental Coordination	103	Regulatory, Permitting & Environmental Coordination
4	Public Outreach	104	Public Outreach	104	Public Outreach
9	Board of Consultants	105	Board of Consultants Coordination	105	Board of Consultants Coordination
10	Interim Safety Measures (Not Used)	-	Not Used	-	Not Used
11	Supplemental Services	106	Supplemental Services for ADSRP	106	Supplemental Services for Anderson Dam Seismic Retrofit Project
12	Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofits Project[1]		**Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project**		
		107	PMC Services for Calero Dam Seismic Retrofit Project[2]	107	PMC Services for Calero Dam Seismic Retrofit Project
		108	Supplemental Services for Calero Dam Seismic Retrofit Project[2]	108	Supplemental Services for Calero Dam Seismic Retrofit Project
			Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		
		109	PMC Services for Guadalupe Dam Seismic Retrofit Project[2]	109	PMC Services for Guadalupe Dam Seismic Retrofit Project

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

Amendment No. 2			Amendments No. 6		Amendments No. 8 & No. 9	
		110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project[2]		110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project
		Tasks 111 thru 112 - Almaden Dam Improvements Project				
		Provide Project Management Services for Almaden Dam Improvements Project – NEW[2]	111	PMC Services for Almaden Dam Improvements Project	111	PMC Services for Almaden Dam Improvements Project
			112	Supplemental Services for Almaden Dam Improvements Project	112	Supplemental Services for Almaden Dam Improvements Project

NOTES
1. Amendment No. 2: added new Task 11.7 Supplemental Services, Design and Constructability Reviews for the Calero Dam Seismic Retrofit Project, and Guadalupe Dams Seismic Retrofit Projects and added Task 12 Provide Project Management Assistance for Calero Dam Seismic Retrofit Project and Guadalupe Dams Seismic Retrofits Project.
2. Amendment No. 6: revised and renumbered Tasks 1-12: Task 11 scope was modified to only pertain to the ADSRP; Task 12 was renumbered 101-110; and Task 12 was revised to add Tasks 111-112 for PMC Services for the Almaden Dam Improvements Project.
3. Amendment No. 8: revises the Scope of Services for Tasks 101-112 and retitled Task 102. Although the term of the Agreement was extended to June 30, 2022, the budget was allocated only up to December 31, 2020.
4. Amendment No. 9 uses same task titles as Amendment No. 8.

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AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX ONE TO THE
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SCOPE OF SERVICES

TASKS 101 THROUGH 106 - ANDERSON DAM SEISMIC RETROFIT PROJECT

Task 101 - Project Management and Administration (REVISED)

The PMC will assist with project management and capital project delivery tasks including but not limited to: updating the Project Plan and the Project Work Plan; preparing monthly Project reports; assisting with the preparation of the Change Management Memorandum; maintaining the Project Files; providing oversight management of the planning and design phase work; managing the transition reporting process between the phases of work for Project continuity; working with the District to obtain Stakeholder Engagement.

Task 101.A - Implement Capital Project Delivery (REVISED)

101.A.1 Assist the District's Project Manager in the preparation of project Change Management Memoranda (assume update twice per year).

101.A.2 Assist the District's Project Manager to update the Project Plan (assume update twice per year).

101.A.3 Track and manage the District-approved Project Plan.

101.A.4 Assist the District's Project Manager with preparation of the annual updates to the Project Management Work Plan.

101.A.5 Routinely monitor and track schedule. Prepare quarterly updates to the Master Project Schedule.

101.A.6 Assist the District's Project Manager with annual updates to the Cost Management Plan.

Task 101.B - Assist in Providing Oversight Management for Planning Consultant's Scope of Services - COMPLETED

101.B.1 Maintain open dialogue with the Planning Consultant (PC) to review the progress of the PC's scope of services and to address any questions or requests for information that may pertain to the PC's scope of services.

101.B.2 Conduct monthly management meetings on an as-needed basis with the Planning Consultant to review overall performance compared with the Planning Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

101.B.3 Respond to requests for information and/or clarification sent by the Planning Consultant that require District input for purposes of progressing the work.

101.B.4 Monitor Planning Consultant's progress to verify conformance to the Project Work Plan.

101.B.5 When requested, assist the District with the management of the Planning Consultant's Agreement.

Task 101.C - Assist in Providing Oversight Management for Design Consultant's Work - COMPLETED

101.C.1 Maintain open dialogue with the Design Consultant to review the progress of work and to address any questions or requests for information that may pertain to the progress of the work.

101.C.2 Conduct monthly management meetings with the Design Consultant to review overall performance compared with the Design Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

101.C.3 Prepare for and conduct Design Review Workshops at the 30% and 60%, levels of design completion.

101.C.4 Respond to requests for information and/or clarification sent by the Design Consultant that require District input for purposes of progressing the work.

101.C.5 Monitor Design Consultant's progress to verify conformance to the Project Work Plan.

101.C.6 When requested, assist the District with the management of the Design Consultant's Agreement.

Task 101.D - Assist with the Preparation of the District Contract Administration System (CAS) Process Documents (DELETED)

Task 101.E - Communication's Plan (UNCHANGED)

101.E.1 Provide annual updates of the Project Communication's Plan. Coordinate Plan updates with Tasks 101 and 105.

Task 101.F - Coordinate with District Management (REVISED)

101.F.1 Maintain routine contact and communication with the District's Project Manager including preparation and participation in weekly administrative and technical briefings (2 meetings per week).

101.F.2 Assist with preparation of Monthly Project Status Reports and participate in monthly meetings with the Dam Safety and Capital Delivery (DSCD) Deputy Operating Officer (DOO).

101.F.3 Conduct monthly environmental briefings with the District's Project Manager. **– COMPLETED**

101.F.4 Review and assist in approving Phase Consultants' monthly reports and recommending District approval of the undisputed amounts associated with their monthly invoices.

Task 101.G - Coordinate with District Operations and Maintenance (O&M) and Environmental Staff (UNCHANGED)

101.G.1 Solicit administrative and technical requirements from District O&M and Environmental staff and verify that the requirements have been addressed.

101.G.2 Maintain liaison with District O&M and Environmental staff as end user/customer.

101.G.3 Solicit O&M and Environmental staff input during Value Engineering (VE) and constructability reviews.

101.G.4 Receive O&M and Environmental staff input on potential safety and environmental concerns/considerations.

101.G.5 Assist District's Project Manager in conducting monthly Project briefings with District O&M and Environmental staff, when requested.

Task 101.H - Coordinate with District Counsel (DELETED)

Task 101.I - As Needed Project Management Support for District Project Manager (REVISED)

101.I.1 Provide project management, coordination, advice, and support to the District Project Manager on an as-needed basis. Level of effort for as-needed project management support assumed to be 1 hour per week for PMC Program Manager/Principal in Charge, 2 hours per week for PMC Deputy Project Manager, and 3.5 hours per week for ADSRP Deputy Project Manager.

Task 101.J - As Needed Administrative Support for District Project Manager (REVISED)

101.J.1 The PMC will provide administrative support to the District's Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of

tracking logs, report reproduction, recording and publishing meeting minutes. Level of effort for as needed administrative support assumed to be 14 hours per week for PMC Senior Project Administrator assumed.

Task 101.K - Establish and Maintain a Project-specific Document Control System (UNCHANGED)

101.K.1 Prepare annual updates to the Document Control Management Plan.

101.K.2 Provide a Project-level file sharing system for transferring files to and from parties external to the District. The PMC plans to use the web service www.ibackup.com or other similar file transfer service.

101.K.3 Manage internal District files on the District's network (P drive) using a file structure approved by the District's Project Manager.

101.K.4 Implement hard copy filing system in District offices using a file structure that mirrors the District's P drive.

101.K.5 Prepare and distribute document control system reports and logs on request (assume twice per year).

Task 101.L - Maintain Project Correspondence and Meeting Logs (UNCHANGED)

101.L.1 Maintain Project-level correspondence logs and meeting logs. Provide monthly updates of the tracking logs.

Task 101.M - Assist with Preparation and Presentation of Reports to District Board of Directors (Board) (REVISED)

101.M.1 Assist with preparation and presentations on Project-level status reports to the District's management, internal stakeholders and Board (assume twice per year).

101.M.2 Assist with the preparation of agenda packages for Board meetings.

101.M.3 Assist with the preparation of Chief Executive Officer (CEO) bulletins.

101.M.4 Assist with the preparation of responses to Board questions and monthly Board Fact Sheets, as requested by District.

101.M.5 Prepare meeting notes and action items.

Task 101.N - Risk Management Plan (REVISED)

101.N.1 PMC Risk Manager to update and coordinate Risk Management Plan.

101.N.2 Prepare and maintain a risk register that includes potential costs and schedule consequences to the Project and plans for mitigation.

101.N.3 Conduct project risk review workshops with the Design and Environmental Consultants and District staff. Perform (1) workshop at the 90% design level, (1) workshop at the 100% design level, and (1) workshop at the pre-bid milestone.

101.N.4 Develop mitigation plans for key risks in conjunction with the District and its Phase Consultants. For each risk item, document and manage the mitigation through the Design Phase of the Project. Develop probabilities of occurrence with cost and schedule consequences for key risks. Make recommendations to the District on key risks that cannot be effectively mitigated in Design.

a. Mitigation Plans for key risks will be developed for up to 6 items agreed to in discussion with the District. Mitigation Plans currently anticipated to include at a minimum: stability within the reservoir rim; diversion-related flood risks during construction; borrow source availability; unforeseen geologic conditions.

Task 101.O - Geospatial Information System (GIS) Integration and Standards (DELETED)

Task 101 Assumptions (UNCHANGED)

1. The Planning, Environmental and Design Consultants will be responsible for updates to their individual Work Plans.

2. Not all routine and/or Project related electronic mail (E-mail) correspondence will be included in the Project-specific Document Control system or log. Documents will only be included when the preparer specifically transmits an electronic document or e-mail directly to PMC's Document Control for inclusion into the Project's document control system.

3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.

4. District is responsible for payment of all permit fees directly to the applicable agency.

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Task 101 Deliverables (RENUMBERED AND REVISED)

1. Project Plan updates
2. Updates to the Project Management Work Plan and Cost Management Plan
3. Cost reports
4. Updates to the Master Schedule
5. Mitigation Plans for Key Risks
6. Updates to the Risk Management Plan
7. Risk Register
8. Updates to the Project Communication's Plan
9. Monthly Environmental Briefing Agendas **- COMPLETED**
10. Board agenda packages and presentation materials
11. Updated Document Control Plans
12. **DELETED**
13. **DELETED, TASK MOVED TO TASK 103** Regulatory, Permitting, & Environmental Coordination
14. Document control system reports and logs
15. Correspondence and meeting logs
16. Draft and final agendas for Monthly Management Meetings and Design Review Workshops - **COMPLETED**
17. Draft and final meeting records (notes and action items) from Monthly Management Meetings and Design Review Workshops - **COMPLETED**
18. Letters of transmittal and/or memoranda transmitting information and/or providing clarifications to questions or information requests made by the Phase Consultants - **COMPLETED**

Task 102 - Quality Assurance and Quality Control (REVISED)

PMC will maintain the Project's quality assurance and quality control (QA/QC) plan, as well as prepare their own QA/QC plan for their own deliverables. At the direction of the District's Project Manager, the PMC will confirm the Design Consultant deliverables comply with the Phase Consultants QA/QC processes and procedures, and the District's QEMS procedures, pursuant to Agreement A3676A with URS Corporation Americas.

Technical reviews of Planning and Design Consultant deliverables may be requested at the direction of the District's Project Manager.

PMC will also perform Value Engineering (VE) and Constructability reviews.

Task 102.A - Maintain Project's Quality Assurance Quality Control (QA/QC) Plan (UNCHANGED)

102.A.1 Maintain a Project QA/QC Plan in accordance with District requirements. Update the QA/QC Plan on an annual basis to reflect any changes in process and/or technical work subject to compliance with the Plan.

102.A.2 Conduct annual audits of Project Management, Planning Phase, and Design Phase Consultant's Compliance with the requirements of the QA/QC Plan. Prepare brief memoranda that summarize outcomes of the audits.

Task 102.B - Project Management Consultants' Compliance (UNCHANGED)

PMC will prepare a QA/QC plan documenting their procedures to ensure their services and deliverables meet the District's QEMS, as well as accepted practices and standards of their own profession. District reserves the right to request and review the PMC documentation demonstrating their adherence with their own quality assurance procedures.

Task 102.C - Planning Consultant's Project Deliverables QA/QC Compliance - COMPLETED

102.C.1 Review Planning Consultant's Project deliverables according to the Planning Consultant's Agreement with the District to verify conformance to the agreed-to scope of services. Review shall include the following:

a. Verify that deliverables conform to the District's QEMS and Project Requirements.

b. Verify that deliverables meet quality, schedule, and budget objectives.

c. Coordinate with District staff and provide consolidated comments to the Planning Consultant on its work products.

102.C.2 Review of Planning Consultant deliverables will include an initial cursory review of in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL submittals including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resources, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Administrative (Draft) EIR outline, Administrative (Draft) EIR.

Task 102.D - Design Consultant's Deliverables QA/QC Compliance (REVISED)

102.D.1 Review Design Phase Consultant's Project deliverables according to the Design Consultant's Agreement with the District to verify conformance to the agreed-to scope of services.

a. Verify that deliverables conform to the District's QEMS and Project Requirements.

b. Verify that deliverables meet QA/QC processes and procedures, schedule, and budget objectives.

c. Coordinate with District staff and provide consolidated comments to the Design Consultant on its work products.

102.D.2 Review of Design Consultant deliverables will include an initial cursory review of all in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including, but not limited to review of the following documents: Geotechnical Data Report, Geotechnical investigation Work Plans / Drilling Program Plans, Test Fill Work Plan, Test Fill TM, Design Criteria Memorandum, Embankment Stability, Embankment Deformation and Settlement Analyses, Foundation and Embankment Seepage, Geotechnical Characterization Report, Geotechnical Baseline Report, Reservoir Operations, Material Development and Handling, Cofferdam, TM, Coyote Creek Modification Alternatives Analysis TM, Monte Carlo Analysis of Critical Patch of Construction Schedule, Spillway Hydraulics TM, Embankment Basis of Design, Outlet Works Basis of Design, Embankment Instrumentation TM, Spillway Basis of Design TM, Outlet Works Basis of Design, Basis of Design Report, Civil, Roads and Utilities technical memoranda, NOA and Metals Evaluation Report, Construction Sequencing Plan, Comment Resolution Document, Bid Sheet, Construction Permit Framework Document, Commissioning, Training and Maintenance Plan, Design to Construction Phase Transition Report.

102.D.3 Review of Design Consultant design submittal deliverables will include review and written comments the DRAFT, REVISED DRAFT and FINAL SUBMITTALS. [30%, 60%, 90%, 100% and Bid Set Plans, Specifications, and Estimates (PS&E) submittals].

Task 102.E - Technical Consultation and Support (UNCHANGED)

102.E.1 As directed by the District's Project Manager, the PMC will provide technical consultation, advice, and support on an as-needed basis.

Task 102.F - Arrange and Conduct Value Engineering (VE) Sessions - COMPLETED

VE session will include 6 technical experts selected by the PMC including a facilitator and will include 40 hours per participant for background review of Project documents, 3-day workshop including site visit and preparation and submittal of a technical report summarizing recommendations. The VE session will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.

102.F.1 Conduct a VE session of the proposed statement of work during the Design Phase.

102.F.2 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.

Task 102.G - Arrange and Conduct Constructability Review (UNCHANGED)

The Design Consultant has completed a constructability review of the embankment production rates for the 60% design. The PMC will reference and incorporate the Design Consultant's information and perform the constructability review for remainder of the entire Project.

PMC's constructability reviews will include 4 construction management professionals or contractors selected by the PMC and agreed upon by the District. The constructability review will include 40 hours per participant for background review of Project documents, 2-day workshop including site visit and preparation and submittal of a technical report summarizing recommendations.

102.G.1 Conduct Constructability Reviews at the 60% design completion milestone.

102.G.2 Prepare draft and final 60% Constructability Review Memoranda.

Task 102.H - Independent Contractor Style, Cost, and Schedule Estimate (DELETED)

Task 102.I - Potential Failure Mode Analysis Workshop - COMPLETED

102.I.1 Facilitate a Potential Failure Mode Analysis (PFMA) following submission of 60% design documents following FERC guidelines to identify failure modes of the proposed retrofit project to inform design. The PFMA shall be two days in length not including one day to review applicable Project information and a half-day site visit for attendees.

102.I.2 Prepare a PFMA questionnaire and a report summarizing the results of the workshop.

Task 102.J - Construction PFMA Workshop (REVISED)

102.J.1 PMC will facilitate a Construction Potential Failure Mode Analysis (PFMA) Workshop following submission of 60% design documents to identify failure modes of the proposed retrofit Project during construction to inform design and sequencing of the work. The Construction PFMA Workshop shall be two days in length including a half-day site visit for attendees. PMC will coordinate issuing relevant documents to all attendees at least two weeks in advance of the workshop. A Construction PFMA style workshop will also be

held with the Stage 1 and Stage 2 construction contractor prior to the start of work.

102.J.2 Prepare Construction PFMA report summarizing the results of the workshop.

Task 102 Assumptions (UNCHANGED)

1. Planning and Design Consultants are responsible for their own quality control of their services including deliverables. PMC has an oversight function to verify Planning and Design Consultants are following their established QA/QC procedures.

2. Value Engineering and Constructability Review sessions will be conducted in District offices or otherwise as directed by District.

3. The PMC will provide a facilitator and a recorder for both the PFMA and the Construction PFMA workshops. Key staff from the PMC team will also attend the workshops.

Task 102 Deliverables (REVISED)

1. Annual updates to the Project QA/QC Plan
2. Compliance audit memoranda
3. Quality Review Form (QRF) documenting comments on Planning Consultant deliverables **- COMPLETED**; and QRF documenting comments on Design Consultant deliverables - **IN PROGRESS**
4. Value Engineering session agenda and session - **COMPLETED**
5. Value Engineering draft and final report - **COMPLETED**
6. Constructability review agenda and session
7. Constructability Review Memoranda, draft and final
8. Contractor Style, Cost, and Schedule Estimate - **DELETED**
9. PFMA Questionnaire and Report - **COMPLETED**
10. Construction PFMA Report

Task 103 - Regulatory, Permitting, & Environmental Coordination (UNCHANGED)

PMC will assist the District with the regulatory, permitting and environmental coordination efforts with input from Planning, Environmental, and Design Consultants and the District for the planning and design level geotechnical investigations only, as well as participate in Project's regulatory meetings.

Task 103.A - Stakeholder Engagement Plan (UNCHANGED)

103.A.1 Provide annual updates to information contained in the Stakeholder Engagement Plan.

Task 103.B - Develop, Track, and Monitor Stakeholder Issues (UNCHANGED)

103.B.1 Maintain the stakeholder database that includes key contact information and records outcomes of discussions and needs for follow-up and actions on the part of the District.

103.B.2 Log, process, and track all stakeholder correspondence.

103.B.3 Assist in tracking stakeholder issues.

Task 103.C - Coordination Assistance with DSOD and FERC (UNCHANGED)

PMC will assist the District with coordination with the DSOD and FERC as follows:

103.C.1 Participate in regular coordination meetings with District staff and representatives of the DSOD and FERC. Prepare and distribute meeting records, including key discussion points and action items (assume every 2 months).

103.C.2 Facilitate and coordinate comment responses with the DSOD and FERC on key work products.

103.C.3 Attend quarterly meetings with DSOD and/or FERC staff at their offices to review key work products. Prepare slide deck and maintain meeting records that summarize key discussion points and action items.

103.C.4 Prepare draft correspondence to DSOD/FERC.

103.C.5 Assist District's Project Manager coordination with FERC Regional Engineer.

103.C.6 Assist District's Project Manager coordination with DSOD Regional Engineer.

Task 103.D - Coordination Assistance with Environmental Resource Agencies (UNCHANGED)

When requested by the District:

103.D.1 Coordinate work with Federal Energy Regulatory Commission Division of Hydropower Administration and Compliance (FERC DHAC), Army Corps of Engineers (COE), National Marine Fisheries (NMFS), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), and the California Office of Historic Preservation. **- COMPLETED**

103.D.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed. **- COMPLETED**

103.D.3 Prepare draft correspondence for District use. **- COMPLETED**

103.D.4 Prepare draft agreements with environmental resource agencies, as required. - **DELETED**

103.D.5 Participate in Project-level meetings with environmental resource agencies (see assumption 2 below).

103.D.6 Work with the District to develop a resource agency contact database.

103.D.7 Assist District's Project Manager coordination with agency representatives.

Task 103.E - Assist with the District's Non-Environmental Regulatory Permit Application to State, Local, and Other Agencies (UNCHANGED)

PMC will provide support to the District as follows:

103.E.1 Prepare and maintain a permit database including list of agency contacts, types of application forms, and target milestones for acquiring permits. Administrative and encroachment permits could be required from the City of Morgan Hill, County of Santa Clara Roads and Airports Department, County of Santa Clara Parks and Recreation Department, and similar municipal type agencies.

103.E.2 Support the District with permit applications by providing technical information and documentation in support of permits, as requested.

103.E.3 Support District in preparation of various agency agreements, such as could be required for utility service in support of construction; utility relocation or accommodation; and real estate acquisition.

103.E.4 Review and comment on non-environmental agency studies, reports, technical memoranda and contract documents to determine potential conflicts with Project.

103.E.5 Provide Geospatial Information System (GIS) services in support of Non-Environmental Regulatory Permit/Agreement applications.

a. Develop and maintain GIS database of Project data, including:

    i. Existing facilities based off of existing available information

    ii. Design components

iii. Property boundaries and ownership information

iv. Santa Clara County Parks and Recreation features

v. Construction easements and temporary closures

vi. Temporary impacts

vii. Restoration improvements

b. Verify compliance with the Project's GIS Data Management Plan and ensure the data and GIS-based deliverables comply with the District's GIS Standards.

Task 103 Assumptions (UNCHANGED)

1. DSOD meetings will be conducted in Sacramento, California in one day that includes both meeting participation and travel to and from District offices. For the FERC meetings, these meetings shall be conducted in San Francisco for a total of six hours that includes both meeting participation and travel time to and from District offices.

2. Meetings with each of the environmental resource agencies (FERC DHAC, COE, NMFS, USFWS, CDFW and RWQCB) will be held up to twice per year. These meetings will be conducted either by conference call or at locations approved by the District's Project Manager in half a day, including travel time to and from District offices.

3. The GIS database will be developed and maintained using available information. Field validation of existing facilities will not be performed.

Task 103 Deliverables (UNCHANGED)

1. Permit database
2. Updates to the Stakeholder Engagement Plan
3. Stakeholder Database
4. Draft correspondence
5. Draft Phase Consultant Agreements - **DELETED**
6. Meeting records
7. Stakeholder comment tracking logs
8. Stakeholder correspondence log
9. GIS maps for non-environmental regulatory permits/agreement
10. GIS database

Task 104 - Public Outreach (UNCHANGED)

PMC's role will be to support the District's public outreach/public relations staff, in relation to coordination, preparation and participation in the public outreach activities upon request.

Task 104.A - Participate in Public Outreach Planning and Implementation (UNCHANGED)

104.A.1 Assist the District in preparing for public outreach planning and implementation.

Task 104.B - Make Presentations (UNCHANGED)

104.B.1 Assist with the development of presentations to be made by District staff or Phase Consultant (assume 2 presentations per year).

104.B.2 Attend public workshops and meetings as requested (assume 2 workshops or meetings per year).

Task 104.C - Support District Staff (UNCHANGED)

104.C.1 Prepare materials for District newsletters to the public (assume 1 newsletter per year).

104.C.2 Assist in developing responses to questions (assume 2 meetings per year).

104.C.3 Prepare meeting summaries and notes (assume 2 meetings per year).

104.C.4 Prepare graphics, and other materials for District public information workshops not attended by the PMC (assume 1 workshop per year).

Task 4 Assumptions (UNCHANGED)

None.

Task 4 Deliverables (UNCHANGED)

1. Draft newsletters or figures for District use
2. Draft and final presentation materials for public meetings or workshops
3. Meeting summary and notes from public meetings or workshops

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Task 105 - Board of Consultants Coordination

Task 105.A - BOC Contract Management (REVISED)

PMC shall coordinate contract management for all six members of the BOC.

Task 105.B - Coordinate work of the BOC (REVISED)

PMC shall assist District coordinate work efforts between the BOC FERC, DSOD, and Design Consultant. At key milestones, other duties shall include, but may not be limited to the following:

105.B.1 Scheduling of informal and formal BOC meetings, including sending Outlook Calendar invitations and securing District or other meeting rooms and audio/visual equipment, as required.

105.B.2 Meeting agendas.

105.B.3 Preparation and distribution of BOC meeting packages, presentations including technical memoranda, reports, and plans and specifications, etc.

105.B.4 "Hosting" of the meetings at District facilities.

105.B.5 Preparation of the draft and final meeting record of key discussion topics, comments, actions, items and/or outcomes.

105.B.6 Assistance with preparation of initial response to the BOC comments with input from the Design Consultant and District.

105.B.7 Assistance with preparation of initial draft response letter to the BOC comments, and incorporation of changes after review by District staff.

105.B.8 Distribution of the District's official response to the BOC comments.

Task 105 Assumptions (REVISED)

1. BOC will function in accordance with FERC requirements.

2. BOC will provide input at key Project milestones. During the term of this Agreement, up to twenty-one (21) formal BOC meetings and up to sixteen (16) informal BOC meetings will be held. Formal BOC meetings will be conducted for two days and informal BOC meetings for half a day. Formal BOC meetings will coincide with design milestones submittals for the revised 60% design and 90% design packages for the overall project, and the 100% design for the tunnel project.

3. One of the BOC meeting will include a Construction Potential Failure Mode Analysis Workshop (PFMA), in which the BOC members will participate. The Construction PFMA workshop will be conducted for two days, including a half day site visit, and a one-day review of applicable project information.

4. Technical presentation materials for BOC meetings will be prepared by the Design Phase Consultant.

5. BOC meetings will be held at District offices or as otherwise directed by District.

Task 105 Deliverables (UNCHANGED)

1. Task Order Agreements for services required of members of the BOC
2. Draft and Final Meeting Agenda for informal and formal BOC meetings
3. BOC meeting packages consisting of technical work products developed for the Project
4. BOC meeting presentation materials consisting of PowerPoint slides and/or handouts for review at the informal and formal BOC meetings
5. Draft and Final Preparation of BOC meeting records
6. Preparation of District responses to BOC comments on technical work products

Task 106 - Supplemental Services for Anderson Dam Seismic Retrofit Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three - Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

    2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical review of detailed design, public outreach, risk management, GIS, stakeholder engagement, Board of Consultants, additional workshops/review meetings, or other unanticipated support tasks requested by the District.

TASKS 107 THROUGH 112 - CALERO AND GUADALUPE SEISMIC RETROFIT PROJECTS AND ALMADEN DAM IMPROVEMENTS PROJECT

As stated in Amendment No. 2 to the Agreement, Article III. Project Delivery Approach, the District may consider amending the Agreement to include Project Management assistance services for the other dam seismic retrofit projects. This Agreement was previously amended to add scope relating to the Calero and Guadalupe Dams Seismic Retrofit projects and the Almaden Dam Improvements Project.

TASKS 107 THROUGH 108 - CALERO DAM SEISMIC RETROFIT PROJECT – (REVISED)

Task 107 - PMC Services for Calero Seismic Retrofit Project - PARTIALLY COMPLETED

As per Article III. Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Calero Dam Seismic Retrofit Project.

Task 107.A - Project Management Services – (UNCHANGED)

PMC will assist the District Calero Project Manager, including:

A. Participating in bi-weekly Calero Dam Project Management coordination meeting with the Design Consultant.
B. Participating in monthly Calero/Guadalupe environmental coordination meeting with the Planning Consultant and Design Consultant.

C. Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation, Historical Heritage Commission). Assist with correspondence and meeting preparation.
D. Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.
E. Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.
F. Drafting correspondence to DSOD.
G. Coordinating PMC and District design reviews.
H. Assisting in coordination and facilitation of design review workshops.
I. Assisting with planning for and attending environmental public hearings.
J. Assisting in review of phase consultant amendments as requested.

Task 107.B - Technical Consultation and Support (NOT PERFORMED)

Task 107.B - Review Deliverables from Calero's Design Consultant - PARTIALLY COMPLETED

107.B.1 PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District. Technical review shall include technical review of the deliverable, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables.

107.B.2 Project Design Work Plan, Project Base Map, Geotechnical Investigation Work Plan, Geotechnical Data Report, Geotechnical Design, Draft Geotechnical Baseline Report, Configuration Resolution TM, Planning Study Review and Adoption Memo, Right Abutment Evaluation TM, Design Criteria TM, Embankments TMs, Construction Materials Development and Handling TM, Outlet System Hydraulic and Operational Analysis TM, TM, Outlet-Works Structures TM, Civil, Site, Utilities and Other Considerations TM, Reservoir Operations during Construction TM, Spillway Design TM, Dam Safety Instrumentation TM, Architectural , Mechanical, Electrical Systems TM, Supplemental Historical Resource Evaluation Report for the

Bailey-Fellows Ranch, 30% Plans and Specs, Class 4 Cost Estimate, 60% Plans and Specs, and Class 3 Cost Estimate.

107.B.3 The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. The estimated level of effort is 4 hours per week by PMC Senior Engineer and 8 hours per week by PMC Associate Engineer for 1 year.

Task 107.C - Administrative Support - COMPLETED

PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per month by PMC Senior Project Administrator for 1 year.

Task 107.D - Permitting Support - PARTIALLY COMPLETED

The Calero Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Calero Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Administrative (Draft) EIR outline, Administrative (Draft) EIR, , Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW for Geotechnical Investigations, VHP application.

Task 107.E - Contractor Pre-Qualification – (DELETED)

Task 107.F - Development of Independent Contractor Style, Cost, and Schedule Estimate (DELETED)

Task 107 Assumptions (REVISED)

1. Calero Dam Seismic Retrofit project is currently not active. Currently no budget has been allocated to this task.

Task 107 Deliverables - PARTIALLY COMPLETED

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables **– COMPLETED**

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

Task 108 - Supplemental Services for Calero Dam Seismic Retrofit Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three - Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

    2. The schedule for completing the Supplemental Services Task Order; and
    3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

    1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

    2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

TASKS 109 THROUGH 110 - GUADALUPE DAM SEISMIC RETROFIT PROJECT – (REVISED)

Task 109 - PMC Services for Guadalupe Dam Seismic Retrofit Project (UNCHANGED)

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Guadalupe Dam Seismic Retrofit Project.

Task 109.A - Project Management Services (UNCHANGED)

PMC will assist the District Guadalupe Project Manager, including:

1. Participating in bi-weekly Guadalupe Dam Project Management coordination meeting with the Design Consultant.
2. Participating in monthly Calero/Guadalupe environmental coordination meeting with the Planning Consultant and Design Consultant.
3. Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation), Mid-peninsula Regional Open Space District, PG&E, and AT&T. Assist with correspondence and meeting preparation.
4. Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.
5. Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.
6. Drafting correspondence to DSOD.
7. Coordinating PMC and District design reviews.
8. Assisting in coordination and facilitation of design review workshops.
9. Assisting with planning for and attending environmental public hearings.
10. Assisting in review of phase consultant amendments as requested.

Task 109.B - Review Deliverables from Guadalupe's Design Consultant (REVISED)

109.B.1 The PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District:

Project Design Workplan, Project Base Map, Geotechnical Investigation Work Plan, Geotechnical Data Report, Geotechnical Baseline Report, Planning Study Review and Adoption Memo, Design Criteria TM, Basis of Design Report, Outlet System Hydraulics and Operational Analysis TM, Replacement Outlet Hydraulics and Operational Analysis TM, Temporary

Cofferdam vs Vertical Shaft TM, Outlet Works Design TM, Reservoir Operations TM, Embankment Evaluations TM, Materials Development and Handling TM, Instrumentation TM, Civil, Roads and Utilities TM, Modified Spillway Structure TM, Spillway Condition Assessment TM, 30% Design & Cost Estimate, 60% Design & Cost Estimate, 90% Design & Cost Estimate, 100% Design & Cost Estimate, Commissioning and Training Plan, CM, Testing & Inspection Plan, Design to Construction Phase Transition Report.

109.B.2 Technical review shall include technical review of the deliverables, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables.

109.B.3 The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. The estimated level of effort is 4 hours per week by PMC Senior Engineer and 6 hours per week by PMC assumed for 3 years.

Task 109.C - Administrative Support (REVISED)

The PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per month by PMC Senior Project Administrator for 3 years.

Task 109.D - Permitting Support (UNCHANGED)

The Guadalupe Dam Seismic Retrofit Project Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Guadalupe Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice of Completion, Newspaper Notice, Interim permit applications for

Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 109.E - Contractor Pre-Qualification (DELETED)

Task 109.F - Development of Independent Contractor Style, Cost, and Schedule (DELETED)

Task 109 Assumptions (REVISED)

1. Administrative support will be 8 hours per month on average.

2. Technical support will be 10 hours per week on average not including review of deliverables.

Task 109 Deliverables (UNCHANGED)

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables

Task 110 - Supplemental Services for Guadalupe Dam Seismic Retrofit Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

    2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

TASKS 111 THROUGH 112 - ALMADEN DAM IMPROVEMENTS PROJECT – (UNCHANGED)

Task 111 - PMC Services for Almaden Dam Improvements Project - COMPLETED

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services will be performed for the planning and design of the Almaden Dam Improvements Project.

Task 111.A - Administrative Support - COMPLETED

The PMC will provide administrative support to Almaden's District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 4 hours per week by PMC Senior Project Administrator for 2 years.

Task 111.B - Review Engineering Deliverables from Almaden Consultant - COMPLETED

When requested by the District, the PMC shall provide review and written technical comments on an as-needed basis for the following Almaden Consultant's deliverables within the time frame specified by the District:

111.B.1 Planning Phase: Problem Definition Report, Feasible Alternatives Report, Planning Study Report.

Task 111.C - GIS Database Development and Maintenance (DELETED)

Task 111.D - Value Engineering and Design Support (DELETED)

Task 111 Assumptions (DELETED)

Task 111 Deliverables (DELETED)

Task 112 - Supplemental Services for Almaden Dam Seismic Improvements Project (UNCHANGED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for administrative support, environmental permitting, technical reviews, project management services, independent cost and schedule estimate, contractor prequalification, development and management of project risk registers, or other unanticipated support tasks requested by the District.

VIII. ADDITIONAL TERMS AND CONDITIONS (UNCHANGED)

A. The Consultant as Independent Contractor

1. The Consultant shall perform all Services as an independent contractor and not an agent or employee of District.
2. The expertise and experience of the Consultant are material considerations for District's award and execution of this Agreement. The Consultant will not assign or transfer any interest in this Agreement nor the performance of any of the 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. The Consultant's General Responsibilities

1. Standard of Care

a. The Consultant and its Subconsultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in the Consultant's area of specialty in the State of California.

b. The Consultant and its Subconsultants 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, the Consultant must provide its services and deliverables as required.

3. The Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant must be approved at the administrative staff level by the District Representative.

4. At the District's discretion, Consultant's full-time staff will be located at District Headquarters, to the extent possible, in order to perform the services described in Revised Appendix One.

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. 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, expiration, or termination of the Agreement.

D. Project Management

1. Bal Ganjoo, Senior Project Manager, District Dam Safety and Capital Delivery Unit, is the District's Project Manager. Hemang Desai, District Dam and Safety Capital Delivery Unit, is the District's Unit Manager.

2. The Program Manager for Consultant is as indicated in the Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, and is also responsible for assisting the District in

managing the schedule and the coordination of the phase consultants.

3. The District's Project Manager or his designee is the only person authorized to accept the 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 the 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 the 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. 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 Parties.

3. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's Dam Safety and Capital Delivery 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 One, Revised Attachment Three, Task Order Template; and Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph L. Prevailing Wages.

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 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.

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 paragraph H. Consultants Compensation Upon Termination or Suspension, of Article VIII. 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 the Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. The 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 the Consultant, suspend any or all services pursuant to this Agreement or to any or all Task Order. District may subsequently terminate this Agreement 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 the Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, the Consultant shall immediately cease all work as specified in the notice. If this Agreement is so terminated, the Consultant shall be compensated as set forth in Section H., Consultant's Compensation Upon Termination of Suspension, referenced below.

c. Termination for Breach: If The Consultant violates any of the covenants, agreements or stipulations of this Agreement or A Task Order, or if The Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, 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 and all

uncompleted Task Order by giving written notice to the Consultant of such termination.

Such notice will specify the effective date thereof, and the Consultant shall 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 the Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and the 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 any Task Order, 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, the 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 follows:

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

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; and

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 Revised Attachment Six 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 Six to Revised Appendix One);
e. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") documents as provided in Attachment Four to the Revised Appendix One, 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:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Dan Meyer, Senior Vice President
West Region Managing Director
Email: meyerdw@bv.com
Phone: (602) 381-4417

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. The 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. 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)

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

Revised Attachment Two - Dispute Resolution (UNCHANGED)
Revised Attachment Three - Task Order Template (UNCHANGED)
Revised Attachment Four - Non-Disclosure Agreement (UNCHANGED)
Attachment Five - Reference Materials (UNCHANGED)
Revised Attachment Six - QEMS Fact Sheet (UNCHANGED)

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AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to this Project are as follows:

Team Member	Project Role	Contact Information
Craig Lichty	Principal in Charge	LichtyC@bv.com (415) 350-7806
Arne Nervik	Project Manager	NervikAD@bv.com (925)-949-5916
Patrick Allen	Deputy Project Manager	AllenPW@bv.com (913) 458-9215
Mark Thompson	Engineering Oversight Manager	ThompsonM2@bv.com (720) 834-4392
Jeff Bair	Constructability Reviews & Value Engineering	BairJM@bv.com (412) 269-5733
Ray Brainard	Construction Oversight Manager	BrainardRC@bv.com (913) 458-3079

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 Subconsultants 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 sub-consultants are authorized to work on this Project:

Firm	Project Role
Schaaf & Wheeler	Engineering Support Permitting Contract Management
Avila and Associates	Project Controls
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight
Live Oak Associates, Inc.	Environmental Oversight
Parikh Consultants, Inc.	Geotechnical
M. Pauletto and Associates, LLC	Quarries & Heavy Construction
Strategic Value Solutions	Value Engineering
Terracon Consultants Inc.	Condition Assessments
Erskine Environmental Consulting	Environmental & NOA

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role
Raymond B. Seed	Board of Consultants
GEI, specifically the services of Steve Verigin	Board of Consultants
Engineering Solutions, specifically the services of Dan Hertel	Board of Consultants
Tom MacDonald	Board of Consultants
Lettis Consultants, specifically the services of Bill Lettis	Board of Consultants
Gregg Korbin	Board of Consultants
Angelos Findikakis	Independent Technical Review for Stochastic Analysis Report

B. Contact information for the above listed Sub-Consultants is as follows:

Expertise: Engineering Support, Permit Acquisition Support, Contract Management			
Firm:	**Schaaf & Wheeler**	Contact:	Andrew Sterbenz
Address:	3 Quail Run Circle, Ste. 101, Salinas, CA 93907	Phone:	(831) 883-4848 x404
		Email:	asterbenz@swsv.com

Expertise: Project Controls			
Firm:	**Avila & Associates**	Contact:	Ernie Avila
Address:	712 Bancroft Road, Suite 333 Walnut Creek, CA 94598	Phone:	(925) 673-0549
		Email:	eavila@avilaassociates.com

Expertise: Environmental Oversight			
Firm:	**Live Oak Associates, Inc.**	Contact:	Rick Hopkins
Address:	6840 Via Del Oro Suite 220 San Jose, CA 95119	Phone:	(408) 224-8300
		Email:	rhopkins@loainc.com

Expertise: Public Outreach & Stakeholder Involvement			
Firm:	**Creighton & Creighton**	Contact:	Jim Creighton
Address:	P.O. Box 1030 Los Gatos, CA 95031	Phone:	(408) 354-80011 Mobile (408) 348-6555
		Email:	jim@publicparticipation.com

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO
REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Expertise: Geotechnical			
Firm:	**Parikh Consultants, Inc.**	Contact:	Gary Parikh
Address:	2360 Qume Drive, Suite A San Jose, CA 95131	Phone:	(408) 452-9000
		Email:	gparikh@parikhnet.com

Expertise: Quarries & Heavy Construction			
Firm:	**M. Pauletto and Associates, LLC**	Contact:	Mike Pauletto
Address:	11204 NW 37th Court Vancouver, WA 98685	Phone:	(360) 921-4172
		Email:	mike@mpauletto.com

Expertise: Value Engineering			
Firm:	**Strategic Value Solutions**	Contact:	Don Stafford
Address:	19201 E. Valley View Pkwy Suite H Independence, MO 64055	Phone:	(816) 795-0700
		Email:	don@svsinc.com

Expertise: Condition Assessments			
Firm:	**Terracon Consultants Inc.**	Contact:	Noah T. Smith
Address:	5075 Commercial Cir, Suite E Concord, CA 94520	Phone:	(925) 609-7224
		Email:	noah.smith@terracon.com

Expertise: Environmental / NOA			
Firm:	**Erskine Environmental Consulting**	Contact:	Bradley G Erskine
Address:	401 Marina Place Benicia, CA 94510	Phone:	(707) 738-4917
		Email:	Erskine.geo@gmail.com

Expertise: Board of Consultants (Dam Geotechnical)			
Firm:	**Raymond B. Seed**	Contact:	Prof. Ray Seed
Address:	2380 Watts Lane Bozeman, MT 59718	Phone:	(929) 899-6101
		Email:	rmseed6@aol.com

Expertise: Board of Consultants (Dam Engineering)			
Firm:	**GEI**	Contact:	Steve Verigin
Address:	180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017	Phone:	(510) 350-2900
		Email:	sverigin@geoconsultants.com

Expertise: Board of Consultants (Construction)			
Firm:	**Engineering Solutions**	Contact:	Dan Hertel
Address:	P.O. Box 11983 Bozeman, MT 59719	Phone:	(406) 579-6261
		Email:	dhertel@g.com

Expertise: Board of Consultants (Hydrology & Hydraulics)			
Firm:	**Thomas MacDonald**	Contact:	Thomas MacDonald
Address:	788 Rosemount Road Oakland, CA 94610	Phone:	(510) 928-5978
		Email:	tcmacdonald43@gmail.com

Expertise: Board of Consultants (Geosciences)			
Firm:	**Lettis Consultants International, Inc.**	Contact:	Bill Lettis
Address:	1000 Burnett Avenue, Suite 350 Concord, CA 94520	Phone:	925-482-0360
		Email:	lettis@lettisci.com

Expertise: Board of Consultants (Tunnels)			
Firm:	**Gregg Korbin**	Contact:	Gregg Korbin
Address:	1167 Brown Ave. Lafayette, CA 94549	Phone:	925-284-9017
		Email:	gekorbin@earthlink.net

Expertise: Technical Reviewer (Stochastic Analysis of Interim Winter Reservoir Elevations Report)			
Firm:	**Dr. Angelos Findikakis**	Contact:	Dr. Angelos Findikakis
Address:	448 Traverso Avenue Los Altos, CA 94022	Phone:	(650) 815-5451
		E-mail:	findikakis@yahoo.com

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. Consultant's 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.

3. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use, office space, desks, chairs, filing cabinets, office supplies, telephones for District-related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with the Dam Safety and Capital Delivery Division, that is required to perform the services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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AMENDMENT NO. 9 TO AGREEMENT A3555A
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

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.

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.

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.

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. 9 TO AGREEMENT A3555A
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 Standard Consultant Agreement, Revised Appendix One Scope of Services, Article VIII. Additional Terms and Conditions, subsection 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 Revised Appendix Two, Fees and Payments, 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 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. 9 TO AGREEMENT A3555A
REVISED ATTACHMENT FIVE TO
REVISED APPENDIX ONE
REFERENCE MATERIALS

Ref. 1 - Santa Clara Valley Water District, 2007, Anderson Dam Probable Maximum Flood Study, dated December, 2007, revised December 2010.

Ref. 2 - Santa Clara Valley Water District, 2010, Project Plan - Anderson Dam Seismic Retrofit Project, dated December, 2010.

Ref. 3 – Part 13 Safety Inspection Report, dated September, 2007

Ref. 4 - DSOD Certification of Approval, dated May, 1966

Ref. 5 – DSOD Certification of Approval, dated October, 1959

Ref. 6 – DSOD letter, Operating Restriction, dated June, 2011

Ref. 7 & 7a – FERC 5737 Exemption from License, dated August, 1984

Ref. 8 – FERC Letter, Fault Rupture Study, dated June, 2011

Ref. 9 – FERC Letter, Operating Restriction & Project Schedule, dated June, 2011

Ref. 9a – FERC letter, Board of Consultants, dated June, 2011

Ref. 10 – FERC Letter, PMF Study, dated August, 2010

Ref. 11 – FERC Letter, Seismic Stability, dated October 2010

Ref. 12 – FERC Letter, Seismic Stability Draft Report, dated June, 2011

Ref. 13 – FERC Letter, Sudden Failure Assessment, dated June, 2011

Ref. 14 & 14a - AMEC Geomatrix, 2011, Report SSE 1A – Seismic Stability Evaluation Report, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref 15 - AMEC Geomatrix, 2009, Technical Memorandum 2A – Field Investigation Plan for Anderson Dam, Revision 2, Seismic Stability Evaluation of DIP Phase 1 Dams, dated February 2009.

Ref 16 -AMEC Geomatrix, 2010, Technical Memorandum 3A – Design Ground Motions, Seismic Stability Evaluation of Anderson Dam, dated March, 2010.

Ref. 17 - AMEC Geomatrix, 2008, Technical Memorandum 4 – Preliminary Stability Evaluation of Anderson Dam, Seismic Stability Evaluation of DIP Phase 1 Dams, dated December, 2008.

Ref. 18 - AMEC Geomatrix, 2009, Technical Memorandum 6 – Phase 1 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated September, 2009.

Ref. 19 - AMEC Geomatrix, 2011, Technical Memorandum 7 – Recommended Reservoir Restrictions, Seismic Stability Evaluation of Anderson Dam, dated June, 2011.

Ref. 20 - AMEC Geomatrix, 2011, Technical Memorandum 8A – Conceptual Remedial Design Alternatives for the Dam Embankment, Seismic Stability Evaluation of Anderson Dam, dated April 2011.

Ref. 21 - AMEC Geomatrix and URS, 2011, Technical Memorandum 8B – Conceptual Remedial Design Alternatives for Outlet Works, Seismic Stability Evaluation of Anderson Dam, dated May 2011.

Ref. 22 - AMEC Geomatrix, 2011, Technical Memorandum 10 – Phase 2 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 23 - AMEC Geomatrix, 2011, Technical Memorandum 10A – Phase 2 Fault Rupture Hazard Evaluation - Addendum, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 24 - Technical Review Board, 2009, Letter Report No. 1, Seismic Stability evaluation of Anderson Dam, dated March, 2009.

Ref. 25 - Technical Review Board, 2009, Letter Report No. 2, Seismic Stability evaluation of Anderson Dam, dated November, 2009.

Ref. 26 - Technical Review Board, 2010, Letter Report No. 3, Seismic Stability evaluation of Anderson Dam, dated September, 2010.

Ref. 27 - Technical Review Board, 2011, Letter Report No. 4, Seismic Stability evaluation of Anderson Dam, dated January, 2011.

Ref. 28 - Technical Review Board, 2011, Letter Report No. 4A, Seismic Stability evaluation of Anderson Dam, dated May, 2011.

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AMENDMENT NO. 9 TO AGREEMENT A3555A
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 Fixed 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)

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 **$28,832,004**.

B. 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 the 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. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
ORIGINAL AGREEMENT THROUGH AMENDMENT NO. 2

Previous Task Number and Description		Not-to-Exceed		
		Original Agreement (1/24/2012)	Amendment No. 2 (6/24/2014)	Total
Task 1 thru 12 - Anderson Dam Seismic Retrofit Project				
1	Project Management and Capital Project Delivery	$433,100	$674,196	$1,107,296
2	Coordination and Communication	$440,200	$285,886	$726,086
3	Administrative Work	$704,400	$201,218	$905,618
4	Public Outreach	$65,900	$164,536	$230,436
5	Stakeholder Engagement	$42,300	$498,064	$540,364
6	Agreements, Contracts and Services	$432,300	$542,624	$974,924
7	Implement Value Engineering/ Constructability Review	$131,400	$192,863	$324,263
8	Quality Assurance and Quality Control	$232,600	$907,335	$1,139,935
9	Board of Consultants	$103,100	$637,655	$740,755
10	Interim Safety Measures	$37,300	$0	$37,300
Type 1, 2, & 3 Other Direct Cost		$138,000	$189,000	$327,000
Subtotal Tasks 1 through 10 Not-to-Exceed Amount		$2,760,600	$4,293,377	$7,053,977
11	Supplemental Services	$896,200	$699,632	$1,595,832
12	Provide Project Management Assistance to the Calero-Guadalupe Dams Seismic Retrofits Project Manager	$0	$369,033	$369,033
Total Agreement Not-to-Exceed Amount		**$3,656,800**	**$5,362,042**	**$9,018,842**

NOTES:
1. Refer to Revised Appendix Two, Fees and Payments, VIII. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).
2. Amendments No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NOS. 2 THROUGH 6

Task Number and Description		Not-to-Exceed		
		Amendment No. 2 Total (6/24/2014)	Amendment No. 6 (2/28/2017)	Total
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project				
101	Project Management & Administration	$3,713,924	$1,929,710	$5,680,934[4]
102	Technical Review & Quality Control	$1,464,198	$1,665,763	$3,129,961
103	Regulatory, Permitting & Environmental Coordination	$540,364	$404,815	$945,179
104	Public Outreach	$230,436	$110,634	$341,070
105	Board of Consultants Coordination	$740,755	$360,726	$1,101,481
106	Supplemental Services for ADSRP	$1,595,832	$459,309	$2,055,141
Type 1, 2, & 3 Other Direct Cost		**$327,000**	**$189,220**	**$516,220**
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$8,612,509**	**$5,120,175**	**$13,769,984**
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project				
107	PMC Services for Calero Dam Seismic Retrofit Project	$184,517	$487,991	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$0	$477,189	$477,189
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$184,517**	**$975,100**	**$1,159,617**
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project				
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$184,517	$471,131	$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$0	$434,487	$434,487
Type 1, 2, & 3 Other Direct Costs		**$0**	**$9,920**	**$9,920**
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$184,517**	**$915,538**	**$1,100,055**
Tasks 111 thru 112 - Almaden Dam Improvements Project				
111	PMC Services for Almaden Dam Improvements Project	$0	$437,691	$437,691
112	Supplemental Services for Almaden Dam Improvements Project	$0	$86,490	$86,490
Type 1, 2, & 3 Other Direct Cost		**$0**	**$4,800**	**$4,800**

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description	Not-to-Exceed		
	Amendment No. 2 Total (6/24/2014)	Amendment No. 6 (2/28/2017)	Total
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount	**$0**	**$528,981**	**$528,981**
Total Amendment Not-to-Exceed Amount	**$9,018,842**	**$7,539,795**	**$16,558,637**

NOTES:
1. Amendment No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.
2. Amendment No. 2 NTE Amounts were redistributed using Amendment 6 Task structure as shown in Revised Appendix One, Section VII., Revised Task Descriptions.
3. Task 101 Total after Amendment No. 6 included $37,300 transferred from Task 10 in the original Agreement.

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AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NO. 2 THROUGH 2019 REALLOCATION

Task Number and Description		Not-to-Exceed			
		Amendment No. 2 (6/24/2014)	Amendment No. 6 (2/28/2017)	TOTAL[3]	Reallocated[4] (12/20/2019)
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project					
101	Project Management & Administration	$3,713,924	$1,929,710	$5,680,934	$6,012,952
102	Technical Review & Quality Control	$1,464,198	$1,665,763	$3,129,961	$3,463,760
103	Regulatory, Permitting & Environmental Coordination	$540,364	$404,815	$945,179	$1,107,179
104	Public Outreach	$230,436	$110,634	$341,070	$296,070
105	Board of Consultants Coordination	$740,755	$360,726	$1,101,481	$1,196,617
106	Supplemental Services for ADSRP	$1,595,832	$459,309	$2,055,141	$1,694,496
Type 1, 2, & 3 Other Direct Cost		**$327,000**	**$189,220**	**$516,220**	**$506,020**
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$8,612,509**	**$5,120,175**	**$13,769,984**	**$14,277,094**
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project					
107	PMC Services for Calero Dam Seismic Retrofit Project	$184,517	$487,991	$672,508	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$0	$477,189	$477,189	$477,189
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**	**$9,920**
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$184,517**	**$975,100**	**$1,159,617**	**$1,159,617**
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project					
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$184,517	$471,131	$655,648	$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$0	$434,487	$434,487	$434,487
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**	**$9,920**
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$184,517**	**$915,538**	**$1,100,055**	**$1,100,055**

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Not-to-Exceed			
		Amendment No. 2 (6/24/2014)	**Amendment No. 6 (2/28/2017)**	**TOTAL[3]**	**Reallocated[4] (12/20/2019)**
Tasks 111 thru 112 - Almaden Dam Improvements Project					
111	PMC Services for Almaden Dam Improvements Project	$0	$437,691	$437,691	$21,872
112	Supplemental Services for Almaden Dam Improvements Project	$0	$86,490	$86,490	$0
Type 1, 2, & 3 Other Direct Cost		**$0**	**$4,800**	**$4,800**	**$0**
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$0**	**$528,981**	**$528,981**	**$21,872**
Total Amendment Not-to-Exceed Amount		**$9,018,842**	**$7,539,795**	**$16,558,637**	**$16,558,637**

NOTES:
1. Amendments No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.
2. Funding for Tasks 101 – 112 from Amendment No. 6 were reallocated and approved administratively as documented in a letter from the District to Consultant dated December 19, 2019, also documented in District's internal administrative approval form (FC1165). For Anderson, transfer of $1,014,244 for Tasks 104 and 106; Almaden Tasks 111 and 112; and Anderson and Almaden ODC's accounts into Anderson Tasks 101, 102, 103, and 105.
3. The reallocation required a funds transfer authorization between the Almaden Dam Improvements Project and the Anderson Dam Seismic Retrofit Project which was completed on December 20, 2019.

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AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

AMENDMENT NO. 6 THROUGH NO. 8

Task Number and Description		Not-to-Exceed			
		Amendment No. 6 (2/28/17)	Reallocation (12/20/19)	Amendment No. 8	TOTAL
	Task 101 thru 106 - Anderson Dam Seismic Retrofit Project				
101	Project Management & Administration	$1,929,710	$6,012,952	$749,712	$6,762,664
102	Quality Assurance & Quality Control (Retitled in Amendment 8)	$1,665,763	$3,463,760	$353,966	$3,817,726
103	Regulatory, Permitting & Environmental Coordination	$404,815	$1,107,179	$159,947	$1,267,126
104	Public Outreach	$110,634	$296,070	$7,583	$303,653
105	Board of Consultants Coordination	$360,726	$1,196,617	$361,812	$1,558,429
106	Supplemental Services for Anderson Dam Seismic Retrofit Project (Retitled in Amendment No. 8)	$459,309	$1,694,496	$361,175	$2,055,671
Type 1, 2, & 3 Other Direct Cost		$187,220	$506,020	$106,230	$612,250
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$5,120,175**	**$14,277,094**	**$2,100,425**	**$16,377,519**
	Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project				
107	PMC Services for Calero Dam Seismic Retrofit Project (PARTIALLY COMPLETED)	$487,991	$672,508	$0	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$477,189	$477,189	($119,659)	$357,530
Type 1, 2, & 3 Other Direct Cost		$9,920	$9,920	($9,920)	$0
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$975,100**	**$1,159,617**	**($129,579)**	**$1,030,038**
	Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project				
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$471,131	$655,648	$116,476	$772,124
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$434,487	$434,487	$13,103	$447,590
Type 1, 2, & 3 Other Direct Cost		$9,920	$9,920	$0	$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$915,538**	**$1,100,055**	**$129,579**	**$1,229,634**

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Not-to-Exceed			
		Amendment No. 6 (2/28/17)	Reallocation (12/20/19)	Amendment No. 8	TOTAL
	Task 111 thru 112 - Almaden Dam Improvements Project				
111	PMC Services for Almaden Dam Improvements Project (COMPLETED)	$437,691	$21,872	$0	$21,872
112	Supplemental Services for Almaden Dam Improvements Project	$86,490	$0	$0	$0
Type 1, 2, & 3 Other Direct Cost		**$4,800**	**$0**	**$0**	**$0**
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$528,981**	**$21,872**	**$0**	**$21,872**
Total Amendment Not-to-Exceed Amount		**$7,539,795**	**$16,558,637**	**$2,100,425**	**$18,659,062**

NOTES:
1. Amendments No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.
2. Funding for Tasks 101 - 112 from Amendment No. 6 was reallocated and approved administratively as documented in a letter from the District to Consultant dated December 19, 2019, also documented in District's internal administrative approval form (FC1165). For Anderson, transfer of $1,014,244 from Tasks 104 and 106; Almaden Tasks 111 and 112; and Anderson and Almaden ODC's accounts into Anderson Tasks 101, 102, 103, and 105.
3. Amendment No. 8 implemented a funds transfer from the Calero Dam Seismic Retrofit Project to the Anderson Dam Seismic Retrofit Project.

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AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NO. 8 THROUGH NO. 9

Task Number and Description		Not-to-Exceed			
		Total through Amendment No. 8 (6/8/20)	Administrative Reallocations (multiple- 5/9/13 to 11/25/19))	Amendment No. 9	TOTAL
	Task 101 thru 106 - Anderson Dam Seismic Retrofit Project				
101	Project Management & Administration	$6,762,664	$996,279	$3,795,005	$11,553,948
102	Quality Assurance & Quality Control (Retitled in Amendment 8)	$3,817,726	$176	$1,439,337	$5,257,239
103	Regulatory, Permitting & Environmental Coordination	$1,267,126	($41,628)	$832,055	$2,057,553
104	Public Outreach	$303,653	($124,738)	$137,795	$316,710
105	Board of Consultants Coordination	$1,558,429	($161,152)	$983,457	$2,380,734
106	Supplemental Services for Anderson Dam Seismic Retrofit Project (Retitled in Amendment No. 8)	$2,055,671	($689,062)	$1,857,386	$3,223,995
Type 1, 2, & 3 Other Direct Cost		$612,250	$20,125	$248,150	$880,525
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$16,377,519**	**$0**	**$9,293,185**	**$25,670,704**
	Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project				
107	PMC Services for Calero Dam Seismic Retrofit Project (PARTIALLY COMPLETED)	$672,508	$249,477	$0	$921,984
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$357,530	($249,477)	$119,276	$227,329
Type 1, 2, & 3 Other Direct Cost		$0	$0	0	$0
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$1,030,038**	**$0**	**$119,276**	**$1,149,314**
	Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project				
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$772,124	$203,309	$606,787	$1,582,219
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$434,487	($203,309)	$153,694	$397,975
Type 1, 2, & 3 Other Direct Cost		$9,920	$0	$0	$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$1,229,634**	**$0**	**$760,481**	**$1,990,115**

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Not-to-Exceed			
		Total through Amendment No. 8 (6/8/20)	Administrative Reallocations (multiple- 5/9/13 to 11/25/19))	Amendment No. 9	TOTAL
	Task 111 thru 112 - Almaden Dam Improvements Project				
111	PMC Services for Almaden Dam Improvements Project (COMPLETED)	$21,872	$0	$0	$21,872
112	Supplemental Services for Almaden Dam Improvements Project	$	$0	$0	$0
Type 1, 2, & 3 Other Direct Cost		**$0**	**$0**	**$0**	**$0**
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$21,872**	**$0**	**$0**	**$21,872**
Total Amendment Not-to-Exceed Amount		**$18,659,062**	**$0**	**$10,172,942**	**$28,832,004**

NOTES:
1. Administrative reallocations were as follows:
   a) Via a letter from the District to Consultant dated May 9, 2013 funds were moved as follows: $480,000 was moved from Task 11 to: Task 1 - $125,000, Task - 8 $225,000, and Task 9 - $130,000.
   b) Via a letter from the District to Consultant dated February 7, 2014 funds were moved as follows: $50,000 was moved from Task 2, $21,500 was moved from Task 6, $110,000 was moved from Task 7, and $25,000 was moved from Task 10 to: Task 1 - $80,000, Task 3 - $25,000, Task 8 - $90,000, and Type 3 ODC Allowance $11,500.
   c) Via Task Order 11.04.05 executed June 3, 2014 funds were moved as follows: $208,625 was moved from Task 11 to: Task 1 - $46,000, Task 2 - $21,000, Task 3 - $40,000, Task 6 - $41,000, Task 8 - $52,000, and Type 3 ODC Allowance $8,625. It is noted that the Task Order text incorrectly sums these reallocations $209,625.
   d) Via a letter from the District to Consultant dated July 15, 2014 funds were moved as follows: $40 was moved from Task 4, $11,628 was moved from Task 5, $71,152 was moved from Task 9, $305 was moved from Task 10, and $437 was moved from Task 11 to: Task 1 - $23,502, Task 2 - $21,329, Task 6 - $11,555, Task 7 - $7,136, and Task 8 - $20,040.
   e) Via a letter from the District to Consultant dated March 21, 2016 funds were moved as follows: $124,698 was moved from Task 4, $80,000 was moved from Task 5, $80,000 was moved from Task 6, $130,000 was moved from Task 7, and $220,000 was moved from Task 9 to: Task 1 - $254,698, Task 2 - $160,000, Task 3 - $210,000, Task 8 - $6,000, and Task 10 - $4,000
   f) Via a letter from the District to Consultant dated December 20, 2016 fund were moved as follows: $30,000 was moved from Task 3 and $160,000 was moved from Task 8 to: Task 1 - $140,000 and Task 5 - $50,000
   g) Via Task Order 108.03 executed July 23, 2019 funds were moved as follows: $249,477 was moved from Task 108 to Task 107
   h) Via Task Order 110.02 executed November 25, 2019 funds were moved as follows: $203,309 was moved from Task 110 to Task 109

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 rates for professional, technical, and administrative personnel as listed below in the Hour/Unit Rate Schedule.

2. The stated hourly and unit 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 and unit rates may be negotiated by the Consultant and the District, provided

Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the 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 2.5% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Dam Safety & Capital Division Deputy Operating Officer.

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AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE UNIT/HOURLY RATE SCHEDULE (RETITLED)
AMENDMENT NO. 2 THROUGH 6

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT								
Black & Veatch:								
Project Director/PIC	$270.30	N/A	$283.82	N/A	$295.57	N/A	$298.23	N/A
Senior Practice Leader (Constructability Reviews & Value Engineer)	$270.30	$265.20	$283.82	$278.72	$295.57	$290.26	$298.23	$292.87
Program Manager	$270.30	$265.20	$283.32	$278.72	$288.36	$282.59	$290.96	$285.13
Practice Leader	$244.80	N/A	$257.04	N/A	$267.68	N/A	$270.09	N/A
Safety Manager	$234.60	N/A	$246.33	N/A	$256.53	N/A	$258.84	N/A
Senior Construction Manager (Construction Oversight Manager)	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
Deputy Program Manager	$219.30	N/A	$230.27	N/A	$239.80	N/A	$241.96	N/A
Sr. Project Supervising Engineer (Engineering Oversight Manager)	$239.70	$234.60	$251.69	$246.59	$262.11	$256.80	$264.47	$259.11
Construction Manager	$198.90	N/A	$208.85	N/A	$217.50	N/A	$219.45	N/A
Senior Engineer	-	-	$208.85	$203.75	$217.50	$212.19	$219.45	$214.09
Cost Estimator	$198.30	N/A	$203.49	N/A	$211.91	N/A	$213.82	N/A
Senior Project Engineer	$183.60	$178.50	$192.78	$187.68	$200.76	$195.45	$202.57	$197.21
Sr. Project Controls	$178.50	N/A	$187.43	N/A	$195.19	N/A	$196.95	N/A
Project Controls	$153.00	N/A	$160.65	N/A	$167.30	N/A	$168.81	N/A
Associate Engineer	$147.90	N/A	$155.30	N/A	$161.73	N/A	$163.18	N/A
GIS Practice Leader	$147.90	N/A	$155.30	N/A	$161.73	N/A	$163.18	N/A
Sr. Regional Administrator	$127.50	N/A	$133.88	N/A	$139.42	N/A	$140.68	N/A
CAD Technician	-	-	$130.00	N/A	$135.38	N/A	$136.60	N/A
SUBCONSULTANTS (SBE)								
Schaaf & Wheeler:								
Principal	$255.00	N/A	$267.75	N/A	$278.83	N/A	$281.34	N/A

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Project Manager	$209.10	N/A	$219.56	$214.46	$228.65	$223.34	$230.71	$225.35
Senior Engineer	$163.20	N/A	$171.36	$166.26	$178.45	$173.14	$180.06	$174.70
Associate Engineer	$122.40	N/A	$128.52	N/A	$133.84	N/A	$135.05	N/A
Junior Engineer/Technician	$112.20	N/A	$117.81	N/A	$122.69	N/A	$123.79	N/A
Senior Project Administrator	-	-	-	-	$135.29	N/A	$136.51	N/A
Project Administrator	-	-	$117.81	N/A	$122.69	N/A	$123.79	N/A
Administrative Assistant	-	-	$100.84	N/A	$105.01	N/A	$105.96	N/A
Avila & Associates:								
Project Controls Manager	$205.79	N/A	$216.08	$210.98	$225.03	$219.71	$227.05	$221.69
Senior Engineer II	$197.84	N/A	$207.73	N/A	$216.33	N/A	$218.28	N/A
Senior Engineer I	$178.35	N/A	$187.27	N/A	$195.02	N/A	$196.78	N/A
Project Administration Specialist	$96.04	N/A	$100.84	N/A	$105.01	N/A	$105.96	N/A
Creighton & Creighton, Inc:								
Principal	$190.65	N/A	$200.18	N/A	$208.47	N/A	$210.34	N/A
Live Oak Associates, Inc:								
Principal	$183.60	N/A	$192.78	N/A	$200.76	N/A	$202.57	N/A
Senior Associate	$132.60	N/A	$139.23	N/A	$144.99	N/A	$146.30	N/A
Director of Ecol. Services (SJ)	$153.00	N/A	$160.65	N/A	$167.30	N/A	$168.81	N/A
Director of Ecol. Services	$142.80	N/A	$149.94	N/A	$156.15	N/A	$157.55	N/A
Project Manager	$112.20	N/A	$117.81	N/A	$122.69	N/A	$123.79	N/A
Director of Cartography	$122.40	N/A	$128.52	N/A	$133.84	N/A	$135.05	N/A
Assistant Project Manager	$96.90	N/A	$101.75	N/A	$105.96	N/A	$106.91	N/A
Support Staff	$66.30	N/A	$69.62	N/A	$72.50	N/A	$73.15	N/A
Parikh Consultants, Inc:								
Project Manager	$222.77	N/A	$233.91	N/A	$243.59	N/A	$245.79	N/A
Senior Project Engineer	$160.67	N/A	$168.70	N/A	$175.68	N/A	$177.27	N/A
Project Engineer	$125.54	N/A	$131.82	N/A	$137.28	N/A	$138.51	N/A

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Field Engineer	$104.79	N/A	$110.03	N/A	$114.59	N/A	$115.62	N/A
Staff Engineer	$85.90	N/A	$90.20	N/A	$93.93	N/A	$94.78	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)								
M Pauletto And Associates:								
Borrow & Spoil Sites	$245.58	N/A	$257.86	N/A	$268.54	N/A	$270.95	N/A
Cluff:								
Lloyd Cluff, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
Seed:								
Ray Seed, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
Cassidy:								
Jack Cassidy, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
GEI:								
Steve Verigin, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A

NOTES:
1. Rates revised in Amendment No. 2, No. 4, and No. 6
2. Amendment No. 1, No. 3, No. 5, and No. 7 did not implement any changes in rates.
3. Refer to Revised Appendix Two, Fees and Payments, IV. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).

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AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE HOURLY RATE SCHEDULE (UNCHANGED)
AMENDMENT NO. 8

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT						
Black & Veatch:						
Project Director/PIC	$270.30	$270.30	$313.33	N/A	$320.85	N/A
Senior Practice Leader	$270.30	$265.20	$313.33	$307.70	$320.85	$315.08
Program Manager	$270.30	$265.20	$305.69	$299.57	$313.02	$306.76
Practice Leader	$244.80	$244.80	$283.76	N/A	$290.57	N/A
Safety Manager	$234.60	$234.60	$271.94	N/A	$278.47	N/A
Senior Construction Manager	$229.50	$229.50	$266.03	N/A	$272.42	N/A
Sr. Engineering Manager	--	--	$254.21	N/A	$260.31	N/A
Deputy Program Manager	$219.30	$219.30	$254.21	N/A	$260.31	N/A
Sr. Project Supervising Engineer	$239.70	$234.60	$277.86	$272.23	$284.53	$278.76
Construction Manager	$198.90	$198.90	$230.56	N/A	$236.10	N/A
Senior Engineer	$198.90	$198.90	$230.56	$224.93	$236.10	$230.33
Cost Estimator	$193.80	$193.80	$224.65	N/A	$230.04	N/A
Senior Project Engineer	$183.60	$178.50	$212.82	$207.19	$217.93	$212.17
Sr. Project Controls	$178.50	$178.50	$206.92	N/A	$211.88	N/A
Project Controls	$153.00	$153.00	$177.35	N/A	$181.61	N/A
Associate Engineer	$147.90	$147.90	$171.45	N/A	$175.56	N/A
GIS Practice Leader	$147.90	$147.90	$171.45	N/A	$175.56	N/A
Sr. Regional Administrator	$127.50	$127.50	$147.80	N/A	$151.35	N/A
CAD Technician	$130.00	$130.00	$143.52	N/A	$146.96	N/A
SUBCONSULTANTS (SBE)						
Schaaf & Wheeler:						
Principal	$255.00	$255.00	$295.59	N/A	$302.68	N/A
Project Manager	$209.10	$209.10	$242.39	$236.76	$248.20	$242.44
Senior Engineer	$163.20	$163.20	$189.18	$183.55	$193.72	$187.95
Associate Engineer	$122.40	$122.40	$141.88	N/A	$145.29	N/A
Junior Engineer/Technician	$112.20	$112.20	$130.06	N/A	$133.18	N/A
Senior Project Administrator	--	--	$142.14	N/A	$145.55	N/A
Project Administrator	$112.20	$112.20	$130.06	N/A	$133.18	N/A
Administrative Assistant	--	--	$111.32	N/A	$114.00	N/A
Avila & Associates:						
Project Controls Manager	$205.79	$205.79	$238.55	$232.92	$244.27	$238.51
Senior Engineer II	$197.84	$197.84	$229.33	N/A	$234.83	N/A
Senior Engineer I	$178.35	$178.35	$206.74	N/A	$211.70	N/A

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Project Administration Specialist	$96.04	$96.04	$111.32	N/A	$114.00	N/A
Creighton & Creighton, Inc:						
Principal	$190.65	$190.65	$220.99	N/A	$226.30	N/A
Live Oak Associates, Inc:						
Principal	$183.60	$183.60	$212.82	N/A	$217.93	N/A
Senior Associate	$132.60	$132.60	$153.71	N/A	$157.39	N/A
Director of Ecol. Services (SJ)	$153.00	$153.00	$177.35	N/A	$181.61	N/A
Director of Ecol. Services	$142.80	$142.80	$165.53	N/A	$169.50	N/A
Sr. Project Manager	--	--	$143.50	N/A	$146.94	N/A
Project Manager	$112.20	$112.20	$130.06	N/A	$133.18	N/A
Director of Cartography	$122.40	$122.40	$141.88	N/A	$145.29	N/A
Staff Ecologist	$96.90	$96.90	$112.33	N/A	$115.02	N/A
Assistant Project Manager	--	--	$112.33	N/A	$115.02	N/A
Support Staff	$66.30	$66.30	--	--	--	--
Parikh Consultants, Inc:						
Project Manager	$222.77	$222.77	$258.23	N/A	$264.43	N/A
Senior Project Engineer	$160.67	$160.67	$186.24	N/A	$190.71	N/A
Project Engineer	$125.54	$125.54	$145.53	N/A	$149.02	N/A
Field Engineer	$104.79	$104.79	$121.47	N/A	$124.38	N/A
Staff Engineer	$85.90	$85.90	$99.58	N/A	$101.97	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)						
M Pauletto And Associates:						
Principal	$240.00	$220.00	$284.67	N/A	$291.50	N/A
Associate	--	--	$266.04	N/A	$272.42	N/A
Strategic Value Solutions						
Team Leader	--	--	$240.00	N/A	$245.76	N/A
Technical Assistant	--	--	$225.00	N/A	$230.40	N/A
Cost Estimator	--	--	$165.00	N/A	$168.96	N/A
Administrative Assistant	--	--	$70.00	N/A	$71.68	N/A
Board Consultant /Technical Reviewer:						
Ray Seed	$229.50	$229.50	$266.03	N/A	$272.42	N/A
Steve Verigin (GEI)	$229.50	$229.50	$266.03	N/A	$272.42	N/A
Dan Hertel (Engineering Science)	--	--	$266.03	N/A	$272.42	N/A
Tom MacDonald	--	--	$266.03	N/A	$272.42	N/A
Bill Lettis	--	--	$266.03	N/A	$272.42	N/A
Angelos Findikakis (Tech Review)			$266.03	N/A	$272.42	N/A

AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE HOURLY RATE SCHEDULE (REVISED)
AMENDMENT NO. 9

	Original Agreement January 24, 2012		Effective January 1, 2021	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT				
Black & Veatch:				
Project Director/PIC	$270.30	$270.30	$328.87	N/A
Senior Practice Leader	$270.30	$265.20	$328.87	$322.96
Practice Leader	$244.80	$244.80	$297.83	N/A
Safety Manager	$234.60	$234.60	$285.43	N/A
Senior Construction Manager	$229.50	$229.50	$279.23	N/A
Construction Manager	$198.90	$198.90	$242.00	N/A
Cost Estimator	$193.80	$193.80	$235.79	N/A
Sr. Project Controls	$178.50	$178.50	$217.18	N/A
Project Controls	$153.00	$153.00	$186.15	N/A
GIS Practice Leader	$147.90	$147.90	$179.95	N/A
Sr. Regional Administrator	$127.50	$127.50	$155.13	N/A
CAD Technician	$130.00	$130.00	$150.63	N/A
Engineer 1	--	--	$144.00	N/A
Engineer 2	--	--	$179.95	N/A
Engineer 3	--	--	$224.00	N/A
Engineer 4	--	--	$266.82	N/A
SUBCONSULTANTS (SBE)				
Schaaf & Wheeler:				
Principal	$255.00	$255.00	$310.25	N/A
Project Manager	$209.10	$209.10	$254.41	$236.76
Senior Engineer	$163.20	$163.20	$198.56	$183.55
Associate Engineer	$122.40	$122.40	$148.92	N/A
Junior Engineer/Technician	$112.20	$112.20	$136.51	N/A
Senior Project Administrator	--	--	$149.19	N/A
Project Administrator	$112.20	$112.20	$136.51	N/A
Administrative Assistant	--	--	$116.85	N/A
Avila & Associates:				
Project Controls Manager	$205.79	$205.79	$250.38	$244.47
Senior Engineer II	$197.84	$197.84	$240.70	N/A
Senior Engineer I	$178.35	$178.35	$216.99	N/A
Project Administration Specialist	$96.04	$96.04	$116.85	N/A
Creighton & Creighton, Inc:				
Principal	$190.65	$190.65	$231.96	N/A

Live Oak Associates, Inc:				
Principal	$183.60	$183.60	$223.38	N/A
Senior Associate	$132.60	$132.60	$161.32	N/A
Director of Ecol. Services (SJ)	$153.00	$153.00	$186.15	N/A
Director of Ecol. Services	$142.80	$142.80	$173.74	N/A
Sr. Project Manager	--	--	$150.61	N/A
Project Manager	$112.20	$112.20	$136.51	N/A
Director of Cartography	$122.40	$122.40	$148.92	N/A
Staff Ecologist	$96.90	$96.90	$117.90	N/A
Assistant Project Manager	--	--	$117.90	N/A
Support Staff	$66.30	$66.30	--	--
Parikh Consultants, Inc:				
Project Manager	$222.77	$222.77	$271.04	N/A
Senior Project Engineer	$160.67	$160.67	$195.48	N/A
Project Engineer	$125.54	$125.54	$152.75	N/A
Field Engineer	$104.79	$104.79	$127.49	N/A
Staff Engineer	$85.90	$85.90	$104.52	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)				
M Pauletto And Associates:				
Principal	$240.00	$220.00	$298.79	N/A
Associate	--	--	$279.23	N/A
Strategic Value Solutions				
Team Leader	--	--	$251.90	N/A
Technical Assistant	--	--	$236.16	N/A
Cost Estimator	--	--	$173.18	N/A
Administrative Assistant	--	--	$73.47	N/A
Board Consultant / Technical Reviewer:				
Ray Seed	$229.50	$229.50	$272.42	N/A
Steve Verigin (GEI)	$229.50	$229.50	$272.42	N/A
Dan Hertel (Engineering Science)	--	--	$272.42	N/A
Tom MacDonald	--	--	$272.42	N/A
Bill Lettis	--	--	$272.42	N/A
Gregg Korbin	--	--	272.42	
Angelos Findikakis (Tech Review)			$266.03	N/A

B. Unused fees from an active task may be reallocated to another active task provided that the Total Agreement NTE Amount is not exceeded. The Parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. The transference of funds may occur only after written approval from the District Dam Safety and Capital Division Deputy Operating Officer.

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. Other Direct Costs (ODC)

1. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:

2. ODC - Type 1: This includes prime consultant direct costs including the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.

3. ODC - Type 2:

   a. This includes Subconsultants direct costs including the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty Subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants and the Quarry Expert, refer to Amendment No. 8, Revised Fees and Payments, Base Hourly Rate Schedule.

   b. Pending District pre-approval of travel, the related costs (e.g. airfare, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.

c. Travel and overnight accommodations, including per diem, for ODC - Type 2 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 a rideshare or the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs. Per diem shall be limited to the per diem rates for San Jose, Sunnyvale, Palo Alto, and San Jose as published by the US General Services Administration for the current US fiscal year.

d. Vehicle rental is limited to a compact or economy model.

e. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

4. ODC - Type 3:

a. This includes incidental costs that are ancillary but are direct Project related costs that are small dollar amount (e.g., less than $200) and cannot be estimated or planned for in detail.

b. This includes but is not limited to such items as: postage, FedEx/UPS, in-state travel to meet with FERC and/or DSOD, specialized computer usage such as GIS or CAD, and misc. meeting expenses.

c. These costs will be billed monthly based on a percent complete basis as approved by the District's Project Manager in accordance with the amount specified in Section III of this, Revised Appendix Two.

G. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, 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(s) and, if directed or authorized by District, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

H. Consultant’s monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Revised 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 Project 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 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 35 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. 9 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Revised Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **December 31, 2023**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant has commenced performance of tasks listed in Appendix One and will perform as stated in Revised Appendix One of this Amendment No. 9 as of its effective date.

3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with this Amendment No. 9 to the Agreement pursuant to the Project Schedule table as shown below that is based on the overall District Approved Project Plan schedule. 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 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 the 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, Section VII. Delays and Extensions.

6. District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE (REVISED)

Task	Description	Amendment No. 9 Effective Date
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project		**Duration from Original Agreement (1/24/12)**
101	Project Management & Administration	Duration of Agreement
102	Technical Review & Quality Control	11 years 11 months
103	Regulatory, Permitting & Environmental Coordination	11 years 11 months
104	Public Outreach	11 years 11 months
105	Board of Consultants Coordination	11 years 11 months
106	Supplemental Services for Anderson Dam Seismic Retrofit Project	Duration of Agreement
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
107	PMC Services for Calero Dam Seismic Retrofit Project	9 years 6 months
108	Supplemental Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	9 years 6 months
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 – Almaden Dam Improvements Project		**Duration from Amendment No. 6 2/28/17)**
111	PMC Services for Almaden Dam Improvements Project	6 years 10 months
112	Supplemental Services for Almaden Dam Improvements Project	Duration of Agreement

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AMENDMENT NO. 9 TO AGREEMENT A3555A
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 Four Insurance Requirements. 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 Four Insurance Requirements.

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 A3555A / CAS No. 4400

   IMPORTANT: The agreement or CAS number must be included.

AMENDMENT NO. 9 TO AGREEMENT A3555A
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 A3555A / CAS No. 4400

   IMPORTANT: The agreement or CAS number must be included.

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AMENDMENT NO. 9 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS

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.

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 (except for professional liability which is self insured) 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. None of Consultant's policies will have a deductible that exceeds $500,000.

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. 9 TO AGREEMENT A3555A
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 Four ConsultantGL2AL2PL5_rev. 7.20.20/CAS rev. 3.17.21

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AMENDMENT NO. 8 TO AGREEMENT A3555A BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH CORPORATION

This Amendment No. 8 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of Standard Consultant Agreement A3555A (Agreement) dated January 24, 2012 as amended by Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26, 2015, Amendment No. 4 dated July 15, 2016, Amendment No. 5 dated December 8, 2016, Amendment No. 6 dated March 1, 2017, and Amendment No. 7 dated February 22, 2019 between SANTA CLARA VALLEY WATER DISTRICT (District) and BLACK AND VEATCH CORPORATION (formerly known as Black and Veatch)(Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit Project (Project), Calero Dam Seismic Retrofit Project, Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project, during the planning and design phases; and

WHEREAS, the Agreement currently expires on June 30, 2022; and

WHEREAS, on February 20, 2020, the Federal Energy Regulatory Commission (FERC), which has issued a permit for the District to operate its hydroelectric power station at the Anderson Dam, directed the District to implement all possible, available measures to reduce the risk of failure from an earthquake until the Project is completed, including lowering the water level in the Anderson reservoir, pursuant to a schedule to be provided by the District; and

WHEREAS, the District submitted to FERC a plan to comply with its directive for mitigating risks from significant seismic activity, which included a schedule for construction of a new low-level outlet at Anderson Dam (Stage 1) and the schedule for construction of the larger Anderson Dam Seismic Retrofit Project (Stage 2); and

WHEREAS, District's Design Consultant is preparing two separate sets of plans, specifications, and estimates to construct Stage 1 and Stage 2; and

WHEREAS, FERC and the National Marine Fisheries Service (NMFS) have determined that post-Project completion operation of Anderson Reservoir must be addressed as part of the environmental consultation, which is a significant change to the Project's approach and delivery to date and increases activities for Consultant to assist the District in managing the Project; and

WHEREAS, NMFS has requested the District include new fish surveys during the Project planning and design phases, to be conducted physically below, within, and above, the Anderson Reservoir to support the preparation of a Biological Assessment; and

WHEREAS, Board of Consultants (BOC), FERC, and the California Department of Water Resources, Division of Safety of Dams (DSOD) have requested additional geotechnical investigations and analysis to design the spillway, in-reservoir stockpiles, outlet works, and embankment reconstruction; and

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WHEREAS, due to modification of the schedule to proceed with design and construction of the Calero Dam Seismic Retrofit Project and the Almaden Dam Improvements Project, the Parties desire to amend the Agreement to reallocate budget currently designated for the Calero Dam Seismic Retrofit Project, to the Guadalupe Dam Seismic Retrofit Project and to document District's prior administrative approval of reallocating budget designated for the Almaden Dam Improvements Project, to the Anderson Dam Seismic Retrofit Project ; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide sufficient time for Consultant to continue performing project management services, increase the Total Not-to-Exceed amount to provide funds for Consultant to perform additional project management services during the planning and design phases, specifically related to new activities to be conducted per direction from FERC, the BOC, NMFS, and the DSOD; to modify the Project Schedule for Consultant's performance considering the additional services to be performed; and to make administrative revisions to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, and Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and Amendment No. 7, Consultant and the District hereby agree to amend the Agreement as follows:

1. Section IV, Fees and Payment, sixth paragraph of the Standard Consultant Agreement is hereby amended to read:

   "Consultant is performing project management services for the District's Anderson Dam Seismic Retrofit**,** supplemental services for the District's Calero Dam Seismic Retrofit Project, project management services for Guadalupe Dam Seismic Retrofit Project, and supplemental services for Almaden Dam Improvements Project during the planning and design phases. Each project will have independent retention language as follows:

   1. <u>Anderson Dam Seismic Retrofit Project (ADSRP)</u>

      A. Unless otherwise specified, when the total compensation payable under this Agreement exceeds twenty thousand dollars ($20,000) for ADSRP fees, ten (10) percent of the amount of each statement paid by the District will be withheld by District and not paid to Consultant until thirty (30) calendar days after the assigned District representative signed off the final acceptance for the entire work as stated in Appendix One and Revised Appendix One and close-out of this Agreement.

         At its sole discretion, however, if the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld to date will be released within thirty (30) calendar days following completion of the ADSRP Planning Study Report by District's ADSRP Planning Consultant.

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B. After completion of the ADSRP planning phase, District will resume withholding Agreement retention during the ADSRP design phase. Provided, at its sole discretion, if the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld during the ADSRP design phase will be released within thirty (30) days following completion of the ADSRP 60% Plans, Specifications, and cost estimate (ADSRP 60% design package) by the District's ADSRP Design Consultant and acceptance by District.

C. After completion of the ADSRP 60% design package, District will resume withholding Agreement retention during the ADSRP design phase. Provided, at its sole discretion, if the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld during the ADSRP design phase will be released within thirty (30) days following completion of the ADSRP 90% Plans, Specifications, and cost estimate (ADSRP 90% design package) by District's ADSRP Design Consultant and acceptance by District.

D. After completion of the ADSRP 90% design package, District will resume withholding Agreement retention during the remainder of the ADSRP design phase and throughout the remainder of the term of this Agreement as set forth hereinabove.

2. Calero Dam Seismic Retrofit Project (CDSRP)

A. Unless otherwise specified, when the total compensation payable under this Agreement exceeds twenty thousand dollars ($20,000) for CDSRP fees, ten (10) percent of the amount of each statement paid by the District will be withheld by District and not paid to Consultant until thirty (30) calendar days after the assigned District representative signed off the final acceptance for the entire work as stated in Appendix One and Revised Appendix One and close-out of this Agreement.

At its sole discretion, however, if the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld to date will be released within thirty (30) calendar days following completion of the CDSRP 60% Plans, Specifications, and cost estimate (CDSRP 60% design package) by District's CDSRP Design Consultant.

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B. After completion of the CDSRP 60% design package, District will resume withholding Agreement retention during the remainder of the CDSRP design phase and throughout the remainder of the term of this Agreement as set forth hereinabove. Provided, at its sole discretion, if the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld during the CDSRP design phase will be released within thirty (30) days following a decision to defer the remaining design phase of the CDSRP to a future date yet to be determined by District.

3. Guadalupe Dam Seismic Retrofit Project (GDSRP)

A. Unless otherwise specified, when the total compensation payable under this Agreement exceeds twenty thousand dollars ($20,000) for GDSRP fees, ten (10) percent of the amount of each statement paid by the District will be withheld by District and not paid to Consultant until thirty (30) calendar days after the assigned District representative signed off the final acceptance for the entire work as stated in Appendix One and Revised Appendix One and close-out of this Agreement.

At its sole discretion, however, if the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld to date will be released within thirty (30) calendar days following completion of the GDSRP 60% Plans, Specifications, and cost estimate (GDSRP design package) by District's GDSRP Design Consultant, and acceptance by District.

B. After completion of the GDSRP 60% design package, District will resume withholding Agreement retention during the GDSRP design phase. Provided, at its sole discretion, if the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld during the GDSRP design phase will be released within thirty (30) days following completion of the GDSRP 90% Plans, Specifications, and cost estimate (GDSRP 90% design package) by District's GDSRP Design Consultant, and acceptance by District.

C. After completion of the GDSRP 90% design package, District will resume withholding Agreement retention during the remainder of the GDSRP design phase and throughout the remainder of the term of this Agreement as set forth hereinabove.

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4. Almaden Dam Improvement Project (ADIP)

   A. Unless otherwise specified, when the total compensation payable under this Agreement exceeds twenty thousand dollars ($20,000) of ADIP fees, ten (10) percent of the amount of each statement paid by the District will be withheld by District and not paid to Consultant until thirty (30) calendar days after the assigned District representative signed off the final acceptance for the entire work as stated in Appendix One and Revised Appendix One and close-out of this Agreement.

      At its sole discretion, if the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld to date will be released within thirty (30) calendar days following completion of Consultant's ADIP planning phase deliverables.

   B. After completion of the ADIP planning phase deliverables, District will resume withholding Agreement retention throughout the remainder of the term of this Agreement as set forth hereinabove."

2. Revised Appendix One, Scope of Services, is amended as set forth in the attached Revised Appendix One Scope of Services, to the Revised Standard Consultant Agreement, and incorporated herein by this reference.

3. Revised Attachment One, Consultant's Key Staff and Subconsultants, is amended as set forth in the Revised Attachment 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.

4. Revised Attachment Two, Dispute Resolution, is amended as set forth in the Revised Attachment Two, Dispute Resolution, to Revised Appendix One to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

5. 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.

6. Revised Attachment Five, QEMS Fact Sheet, is amended as set forth in Revised Appendix One to the Revised Standard Consultant Agreement, to state as follows:

   "Revised Attachment Six to Revised Appendix One, Revised QEMS Fact Sheet"

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7. Revised Attachment Five, Reference Materials, is amended as set forth in the Revised Attachment Five, Reference Materials, to Revised Appendix One to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

8. Revised Appendix Two, Fees and Payments, is amended as set forth in the Revised Appendix Two, Fees and Payments, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

9. Revised Appendix Three, Schedule of Completion, is amended as set forth in the Revised Appendix Three, Schedule of Completion, to the Revised Standard Consultant Agreement, attached hereto and incorporated herein by this reference.

10. 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.

11. All other terms and conditions of Agreement A3555A, Amendments No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and Amendment No. 7 not otherwise amended herein, remain in full force and effect.

SANTA CLARA VALLEY WATER DISTRICT
District

By: DocuSigned by: Norma Camacho
36E6941E2EA1496...
Norma J. Camacho
Chief Executive Officer

Date: 6/8/2020

BLACK & VEATCH CORPORATION
Consultant

By: DocuSigned by: Dan Meyer
A5EC1113A6D54B2...
Dan Meyer
Senior Vice President

Date: 5/29/2020

Firm Address:

2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX ONE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
SCOPE OF SERVICES

This Revised Appendix One amends the current Revised Appendix One, Scope of Services as stated herein. This Revised Appendix One describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project) as well as supplemental services for the Calero Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project, and the Almaden Dam Improvements Project.

ANDERSON DAM SEISMIC RETROFIT PROJECT
PROJECT OVERVIEW, PROJECT BACKGROUND, and PROJECT DELIVERY APPROACH

I. PROJECT OVERVIEW (REVISED)

A. The Anderson Dam Seismic Retrofit Project (Project) was initiated in 2012 and is currently in the Design Phase. In December 2016, a Project update was presented to the District's Board of Directors, indicating that, as a result of geotechnical investigations completed in spring of 2016 and associated dam failure scenario analyses, a more extensive retrofit of the dam embankments is required to meet the Project objectives.

B. At the direction of the District, the Project Management services consultant (PMC) is responsible for assisting the District with the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives. The PMC will manage its team (as described below in Article III. Project Delivery Approach) to assist the District with:

1. Resolving the seismic deficiencies at Anderson Dam per the State of California Department of Water Resources, Division of Safety of Dams (DSOD) / Federal Energy Regulatory Commission (FERC) standards and in a timely manner;

2. Meeting the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures as provided in Attachment 6 to this Revised Appendix One;

3. Meeting the requirements of applicable federal, state, and local laws and regulations required for Project delivery;

4. Meeting requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;

5. Providing a well-supported basis to address stakeholders' interests;

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6. Providing the District's Board of Directors, FERC, and DSOD with the basis for approving the proposed Project. The proposed Project and alternatives will be developed by the Design Consultant in concert with direction provided by the District and input from the PMC.

II. PROJECT BACKGROUND (REVISED)

A. The District manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. This system includes 10 dams and surface water reservoirs, 3 water treatment plants, nearly 400 acres of groundwater recharge ponds and more than 275 miles of streams. One of the District's most critical water supply facilities is the Anderson Dam/Reservoir. The State of California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) have jurisdictional oversight of Anderson Dam facilities. Anderson Dam (Dam) is an earth-fill dam with a maximum height of about 240 feet. The crest is approximately 1,400 feet long and is 25 to 43 feet wide at approximately elevation 648 feet, NAVD88. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

Anderson Reservoir's capacity is approximately 90,400 acre-feet, and receives water through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The spillway is located on the north side of the dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The outlet works has the capability to release flows up to 550 cfs through a 49-inch diameter outlet pipe. The outlet works is also connected to the District's treatment plants via the District's in-county transmission system and is used to convey raw water to these plants for treatment. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline).

B. The Anderson Dam Seismic Retrofit Project (ADSRP) was initiated based on findings from the 2011 Seismic Stability Evaluation prepared for the District by the consulting firm of AMEC Geomatrix, Inc. This study indicated there was potential for seismically-induced slope instability and excessive deformation of the upstream and downstream sides of the dam due to potentially liquefiable alluvium and lower finer fill. Additionally, this study identified the potential for fault rupture to occur on the Coyote Creek Range Front faults that could damage the outlet works.

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C. Planning for the ADSRP began in 2012. The District retained HDR Engineering, Inc. (HDR) to perform the planning phase. During planning, additional dam safety deficiencies were identified including the inadequate outlet works capacity to draw down the reservoir per DSOD requirements, and inability to safely pass the Probable Maximum Flood (PMF), based on an updated PMF hydrologic analysis performed by HDR.

D. The Design Consultant, URS Corporation, DBA URS Corporation Americas, was hired in 2013. The major Project design components identified in the planning phase included a new high-level outlet, new low-level outlet in an oversized tunnel, spillway and dam crest modifications, and upstream and downstream buttresses to stabilize the embankment.

During the course of the design phase, additional dam safety deficiencies have been identified including embankment transition zone quality, fault rupture across the embankment, and potentially liquefiable soils in the upstream dam embankment. The Project is currently incorporating changes to the embankment design approach to mitigate these deficiencies.

The modified Project calls for the replacement of most of the existing dam with embankments that will meet modern dam safety and performance standards. Much of the material from the existing dam will be reused in the embankment reconstruction. The size of the reconstructed dam will be similar to that of the existing dam. The new dam cross-section will be a compacted, zoned embankment dam with a central impervious clay core. It would include both a triple-layer chimney and horizontal blanket filter/drain/transition zones and compacted gravel shells. These features would address the previously-described dam deficiencies. All the liquefiable material at the base and foundation of the dam will also be removed.

E. The Environmental Consultant, Horizon Water and Environment, LLC, (Horizon), was hired in early 2020. The District retained Horizon to complete the environmental documents drafted by HDR and assist the District in securing environmental regulatory permits. During design, following numerous discussions with FERC and National Marine Fisheries Services (NMFS), it has been determined that post-operation of Anderson Reservoir will need to be addressed as part of the environmental consultation, which is a significant change to the Project's approach and delivery to date. This scope of services was not included in HDR's planning phase agreement and Horizon, having specific expertise in fisheries, was hired to complete the final environmental documents and perform the permitting work.

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F. By letter dated February 20, 2020, FERC advised the District that, due to the limited outlet capacity at the existing Anderson Dam and the presence of populated areas downstream of the dam, the District must take all measures available to reduce the risk of failure from an earthquake as much as possible until full remediation of the Anderson Dam is accomplished. FERC specifically directed the District to: (1) maintain the Anderson Reservoir no higher than elevation 565 feet (NAVD88); (2) begin further lowering the reservoir to elevation 488 feet (dead pool) no later than October 1, 2020; and (3) within thirty days from the date of their letter, file with FERC's Regional Engineer a plan and schedule for preliminary and final designs and for an overall construction schedule for the low-level outlet as soon as possible.

By response letter dated March 20, 2020 the District submitted a proposed detailed plan and schedule for the Anderson Dam Tunnel Project (ADTP) to comply with the FERC directive. The plan detailed the schedule for construction of a new low-level outlet at Anderson Dam (Stage 1) and the schedule for construction of the larger Anderson Dam Seismic Retrofit Project (Stage 2).

The Design Consultant is preparing two separate sets of plans, specifications, and cost estimates (one each for Stage 1 and Stage 2) instead of one set as previously planned and stated in their scope of services.

III. PROJECT DELIVERY APPROACH (RENUMBERED AND REVISED)

A. The District's Project delivery approach includes retaining independent, separate consulting firms as described below:

1. Project Management Consultant (PMC) firm, Black & Veatch, or (Project Management Team), Consultant herein, has been retained to assist with the delivery of the Project at the direction of the District.

2. The Planning Consultant (PC or Planning Team) firm, HDR Engineering, Inc., has been retained to perform preliminary engineering services and to develop the required draft environmental documents (Draft Environmental Impact Report and Draft Environmental Impact Statement-in support of the Project. The Planning Consultant is responsible for defining deficiencies in existing facilities, defining criteria that provide a basis for engineering solutions to address the deficiencies; development of conceptual engineering solutions that address the deficiencies; and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors ("Board").

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3. The Environmental Consultant (EC or Environmental Team) led by Horizon Water and Environment, LLC, (Horizon) has recently been retained to develop the required final environmental documents (Final Environmental Impact Report and Environmental Impact Statement) and assist in securing the environmental regulatory permits, which will include post ADSRP construction operations. The Horizon scope of services is separate and distinct from the HDR Engineering, Inc. planning phase scope of services, as described in their Agreement with the District.

4. The Design Consultant (DC or Design Team), URS Corporation, DBA URS Corporation Americas, has been retained to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase shall be negotiated with the Design Consultant prior to the construction phase.

5. The Construction Management Consultant(s) (CM or Construction Manager(s)) will be contracted to oversee the construction contract(s) and coordinate with the other Consultants during construction. The Construction Management Consultant(s) will be procured prior to the construction phase, at the District's discretion.

B. Depending on several factors, such as availability of funding, satisfactory performance by the PMC, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of this Agreement term and subsequent Agreement term extensions to include Project Management services during the construction and closeout phases.

1. The performance criteria to be used by the District includes, but not limited to, the PMC's ability to deliver the technical and management work products, successful implementation of the District's QEMS procedures, record of providing effective stakeholder communication, and ability to guide quality and risk management functions. The District may also negotiate an amendment to this Agreement to include Project Management services for other dam seismic retrofit projects, which was done pursuant to Amendment No. 2 and Amendment No. 6 to this Agreement.

2. Pursuant to Amendment No. 2, Task 11 Supplemental Services was revised to add 11.7 Design and Constructability Reviews for the Calero-Guadalupe Dams (CGD) Seismic Retrofit Projects. Task 12 Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofit Projects was also added in Amendment No. 2.

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Pursuant to Amendment No. 6, Task 11 was modified to only include scope for Supplemental Services for the Anderson Dam Seismic Retrofit Project. Task 12 was revised and renumbered to provide for PMC services for Calero Dam Seismic Retrofit Project in Tasks 107-108; PMC Services for Guadalupe Dam Seismic Retrofit Project in Tasks 109-110; and added PMC services for Almaden Dam Improvements Project as new Tasks 111-112.

C. Regardless of the assessment by District of PMC's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope of services, as well as reserve the right to reduce or remove the scope of services.

IV. PROJECT OBJECTIVES FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (RETITLED, RENUMBERED, AND REVISED)

A. The District’s objectives for the Anderson Dam Seismic Retrofit Project include:

1. Stabilize the dam embankment for the Maximum Credible Earthquake (MCE) on the Calaveras and Coyote Faults;

2. Mitigate the risk of embankment failure due to fault rupture;

3. Modify the existing spillway and/or raise the dam crest and make other modifications as required to accommodate the Probable Maximum Flood (PMF);

4. Replace the outlet works to mitigate the potential fault rupture risk from the MCE on the Coyote Creek-Range Front fault zone; meet current State of California Department of Water Resources, Division of Safety of Dams (DSOD) emergency drawdown flow requirements, and provide additional flood management flow requirements for District’s use; and

5. Correct other dam safety deficiencies that are identified during the Design and Construction Phase of the Project.

B. The District’s objectives for the Calero Dam Seismic Retrofit Project include:

1. Stabilize the Calero Dam embankments for the Maximum Credible Earthquake;

2. Modify or replace the outlet works if determined to be inadequate;

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3. Modify the spillway or increase the freeboard of the Calero dams for safe passage of the Probable Maximum Flood (PMF);

4. Provide modifications that do not preclude potential future expansion of Calero Dam and reservoir to provide additional reservoir storage;

5. Remove or relocate the Bailey Ranch structures and breach Fellow's Dike; and

6. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.

C. The District's objectives for the Guadalupe Dam Seismic Retrofit Project include:

1. Stabilize the Guadalupe Dam embankment to withstand a Maximum Credible Earthquake (MCE);

2. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);

3. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements;

4. Relocate the Guadalupe Dam intake structure out of the upstream berm in a timely manner; and

5. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.

D. The District's objectives for the Almaden Dam Improvements Project include:

1. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF);

2. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements; and

3. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.

E. At the direction of the District, the PMC will assist the District with delivery of the Anderson Dam Seismic Retrofit Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives for the Project as follows:

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1. Resolve the seismic deficiencies per DSOD/ Federal Energy Regulatory Commission (FERC) standards;

2. Meet the District's Dam maintenance and operational requirements;

3. Meet the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures and guidelines;

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 and FERC;

6. Result in the District's Board of Directors, FERC, and DSOD approving Project decisions.

F. At the direction of the District, the PMC will assist with the delivery of the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project by providing administrative, and if needed, technical review of phase consultant deliverables to support the District's Project Managers as outlined in this Scope of Services.

V. GENERAL ASSUMPTIONS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (RETITLED)

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VI. GENERAL CONDITIONS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (RETITLED AND REVISED)

A. At the direction of the District, the PMC is required to work closely and collaborate with the Design, Planning, and Environmental Phase Consultants, District Management, and District engineering, environmental, operations, and maintenance staff to gain the necessary understanding of the District's requirements, needs, operational constraints and preferences, so as to address and complete key milestones and deliverables associated with the Project objectives.

B. The PMC is responsible for performing this Scope of Services in compliance with all applicable federal, state, local, and District regulatory standards and guidelines.

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C. The PMC shall use California State Licensed Contractors, Engineers, and Surveyors to perform the work appropriate to their licensing that is described in this Scope of Services. The PMC shall make available upon request by the District, qualifications and licensing of personnel used in execution of the work.

D. The PMC shall use Microsoft Office software and versions of applications for word processing, spreadsheets, scanned documents, and the latest version of Computer Aided Drafting and Design (CADD) applications (if drawings/plans are included) that meets District software application standards used at the time the Project work starts.

E. The PMC shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.

F. Drawings shall comply with District's CADD and drafting standards (including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views).

G. CADD drawings prepared using different CADD software and versions must be converted to be compatible with District's CADD application. Prior to acceptance, District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the PMC.

H. Geospatial Information System (GIS) data and deliverables shall comply with the District's Standards for GIS products.

I. PMC shall follow the District's procedures and work instructions including the District's QEMS procedures and guidelines unless otherwise instructed by the District's Project Manager.

J. The District will facilitate access to District facilities as required for the PMC to complete this Scope of Services.

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VII. PROJECT TASKS FOR THE ANDERSON, CALERO, GUADALUPE DAMS SEISMIC RETROFIT PROJECTS AND THE ALMADEN DAM IMPROVEMENTS PROJECT (RETITLED AND REVISED)

Project Tasks included in this Scope of Services are described in detail in this Section. The task structure established for the original Agreement, Amendment No. 2, and Amendment No. 6 were completely revised to appropriately consolidate services for the Anderson Dam Seismic Retrofit Project and to add particular tasks relating only to the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project and the Almaden Dam Improvements Project. As shown in the Revised Task Descriptions table (Retitled and Revised), multiple original tasks have been grouped into a single task; certain tasks have been renumbered; and new tasks were added. Existing tasks have been modified as well as renumbered.

As of the effective date of this Amendment, all prior tasks shall be closed and new tasks and numbering as shown in the Revised Task Descriptions table (Revised and Retitled) will be implemented. Unspent funds remaining in prior tasks shall be redistributed among new tasks as stated in the Cost Breakdown table presented in Revised Appendix Two Fees and Payments, herein.

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REVISED TASK DESCRIPTIONS (RETITLED AND REVISED)

Amendment No. 2			Amendments No. 6	Amendments No. 8	
		Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project			
Task No.	**Task Description**	**Task No.**	**Task Description**	**Task No.**	**Task Description**
1	Project Management and Capital Project Delivery	101	Project Management and Administration	101	Project Management and Administration
2	Coordination and Communication				
3	Administrative Work				
6	Agreements, Contracts and Services				
7	Implement Value Engineering/ Constructability Review	102	Technical Review and Quality Control	102	Quality Assurance and Quality Control
8	Quality Assurance and Quality Control				
5	Stakeholder Engagement	103	Regulatory, Permitting & Environmental Coordination	103	Regulatory, Permitting & Environmental Coordination
4	Public Outreach	104	Public Outreach	104	Public Outreach
9	Board of Consultants	105	Board of Consultants Coordination	105	Board of Consultants Coordination
10	Interim Safety Measures (Not Used)	-	Not Used	-	Not Used
11	Supplemental Services	106	Supplemental Services for ADSRP	106	Supplemental Services for Anderson Dam Seismic Retrofit Project
12	Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofits Project[1]		**Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project**		
		107	PMC Services for Calero Dam Seismic Retrofit Project[2]	107	PMC Services for Calero Dam Seismic Retrofit Project
		108	Supplemental Services for Calero Dam Seismic Retrofit Project[2]	108	Supplemental Services for Calero Dam Seismic Retrofit Project
			Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		
		109	PMC Services for Guadalupe Dam Seismic Retrofit Project[2]	109	PMC Services for Guadalupe Dam Seismic Retrofit Project

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<table>
<tr><th colspan="2">Amendment No. 2</th><th colspan="3"></th><th colspan="2">Amendments No. 6</th><th colspan="2">Amendments No. 8</th></tr>
<tr><td></td><td></td><td colspan="3">110</td><td colspan="2">Supplemental Services for Guadalupe Dam Seismic Retrofit Project[2]</td><td>110</td><td>Supplemental Services for Guadalupe Dam Seismic Retrofit Project</td></tr>
<tr><td rowspan="3"></td><td rowspan="3"></td><td colspan="6">Tasks 111 thru 112 - Almaden Dam Improvements Project</td></tr>
<tr><td rowspan="2" colspan="2">Provide Project Management Services for Almaden Dam Improvements Project – NEW[2]</td><td>111</td><td>PMC Services for Almaden Dam Improvements Project</td><td>111</td><td>PMC Services for Almaden Dam Improvements Project</td></tr>
<tr><td>112</td><td>Supplemental Services for Almaden Dam Improvements Project</td><td>112</td><td>Supplemental Services for Almaden Dam Improvements Project</td></tr>
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NOTES
1. Amendment No. 2: added new Task 11.7 Supplemental Services, Design and Constructability Reviews for the Calero-Guadalupe Dams Seismic Retrofits Project and added Task 12 Provide Project Management Assistance for Calero-Guadalupe Dams Seismic Retrofits Project.
2. Amendment No. 6: revised and renumbered Tasks 1-12: Task 11 scope was modified to only pertain to the ADSRP; Task 12 was renumbered 101-110; and Task 12 was revised to add Tasks 111-112 for PMC Services for the Almaden Dam Improvements Project.
3. Amendment No. 8: revises the Scope of Services for Tasks 101-112 and retitles Task 102.

TASKS 101 THROUGH 106 - ANDERSON DAM SEISMIC RETROFIT PROJECT

Task 101 - Project Management and Administration (REVISED)

The PMC will assist with project management and capital project delivery tasks including but not limited to: updating the Project Plan and the Project Work Plan; preparing monthly Project reports; assisting with the preparation of the Change Management Memorandum; maintaining the Project Files; providing oversight management of the planning and design phase work; managing the transition reporting process between the phases of work for Project continuity; working with the District to obtain Stakeholder Engagement.

Task 101.A - Implement Capital Project Delivery (REVISED)

101.A.1 Assist the District's Project Manager in the preparation of project Change Management Memoranda (assume update twice per year).

101.A.2 Assist the District's Project Manager to update the Project Plan (assume update twice per year).

101.A.3 Track and manage the District-approved Project Plan.

101.A.4 Assist the District's Project Manager prepare annual updates to the Project Management Work Plan.

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101.A.5 Routinely monitor and track schedule. Prepare quarterly updates to the Master Project Schedule.

101.A.6 Prepare annual updates to the Cost Management Plan.

Task 101.B - Assist in Providing Oversight Management for Planning Consultant's Scope of Services (RETITLED AND REVISED) - COMPLETED

101.B.1 Maintain open dialogue with the Planning Consultant (PC) to review the progress of the PC's scope of services and to address any questions or requests for information that may pertain to the PC's scope of services.

101.B.2 Conduct monthly management meetings on an as-needed basis with the Planning Consultant to review overall performance compared with the Planning Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

101.B.3 Respond to requests for information and/or clarification sent by the Planning Consultant that require District input for purposes of progressing the work.

101.B.4 Monitor Planning Consultant's progress to verify conformance to the Project Work Plan.

101.B.5 When requested, assist the District with the management of the Planning Consultant's Agreement.

Task 101.C - Assist in Providing Oversight Management for Design Consultant's Work (RETITLED AND REVISED) - COMPLETED

101.C.1 Maintain open dialogue with the Design Consultant to review the progress of work and to address any questions or requests for information that may pertain to the progress of the work.

101.C.2 Conduct monthly management meetings with the Design Consultant to review overall performance compared with the Design Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

101.C.3 Prepare for and conduct Design Review Workshops at the 30% and 60%, levels of design completion.

101.C.4 Respond to requests for information and/or clarification sent by the Design Consultant that require District input for purposes of progressing the work.

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101.C.5 Monitor Design Consultant's progress to verify conformance to the Project Work Plan.

101.C.6 When requested, assist the District with the management of the Design Consultant's Agreement.

Task 101.D - Assist with the Preparation of the District Contract Administration System (CAS) Process Documents (DELETED)

Task 101.E - Communication's Plan (UNCHANGED)

101.E.1 Provide annual updates of the Project Communication's Plan. Coordinate Plan updates with Tasks 101 and 105.

Task 101.F - Coordinate with District Management (REVISED)

101.F.1 Maintain routine contact and communication with the District's Project Manager including preparation and participation in weekly administrative and technical briefings (2 meetings per week).

101.F.2 Prepare Monthly Project Status Reports and participate in monthly meetings with the Dam Safety and Capital Delivery (DSCD) Deputy Operating Officer (DOO).

101.F.3 Conduct monthly environmental briefings with the District's Project Manager. **- COMPLETED**

Task 101.G - Coordinate with District Operations and Maintenance (O&M) and Environmental Staff (RETITLED AND REVISED)

101.G.1 Solicit administrative and technical requirements from District O&M and Environmental staff and verify that the requirements have been addressed.

101.G.2 Maintain liaison with District O&M and Environmental staff as end user/customer.

101.G.3 Solicit O&M and Environmental staff input during Value Engineering (VE) and constructability reviews.

101.G.4 Receive O&M and Environmental staff input on potential safety and environmental concerns/considerations.

101.G.5 Assist District's Project Manager in conducting monthly Project briefings with District O&M and Environmental staff, when requested.

Task 101.H - Coordinate with District Counsel (DELETED)

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Task 101.I - As Needed Project Management Support for District Project Manager (REVISED)

101.I.1 Provide project management, coordination, advice, and support to the District Project Manager on an as-needed basis. Level of effort for as-needed project management support assumed to be 1 hours per week for PMC Program Manager/Principal in Charge and 3 hours per week for PMC Deputy Project Manager.

Task 101.J - As Needed Administrative Support for District Project Manager (REVISED)

101.J.1 The PMC will provide administrative support to the District's Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. Level of effort for as needed administrative support assumed to be 12 hours per week for PMC Senior Project Administrator assumed.

Task 101.K - Establish and Maintain a Project-specific Document Control System (UNCHANGED)

101.K.1 Prepare annual updates to the Document Control Management Plan.

101.K.2 Provide a Project-level file sharing system for transferring files to and from parties external to the District. The PMC plans to use the web service www.ibackup.com or other similar file transfer service.

101.K.3 Manage internal District files on the District's network (P drive) using a file structure approved by the District's Project Manager.

101.K.4 Implement hard copy filing system in District offices using a file structure that mirrors the District's P drive.

101.K.5 Prepare and distribute document control system reports and logs on request (assume twice per year).

Task 101.L - Maintain Project Correspondence and Meeting Logs (UNCHANGED)

101.L.1 Maintain Project-level correspondence logs and meeting logs. Provide monthly updates of the tracking logs.

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Task 101.M - Assist with Preparation and Presentation of Reports to District Board of Directors (Board) (RETITLED AND REVISED)

101.M.1 Assist with preparation and presentations on Project-level status reports to the District's management, internal stakeholders and Board (assume twice per year).

101.M.2 Assist with the preparation of agenda packages for Board meetings.

101.M.3 Assist with the preparation of Chief Executive Officer (CEO) bulletins.

101.M.4 Assist with the preparation of responses to Board questions and bi-weekly Board Fact Sheets.

101.M.5 Prepare meeting notes and action items.

Task 101.N - Risk Management Plan (RETITLED AND REVISED)

101.N.1 PMC Risk Manager to update and coordinate Risk Management Plan.

101.N.2 Prepare and maintain a risk register that includes potential costs and schedule consequences to the Project and plans for mitigation.

101.N.3 Conduct project risk review workshops with the Design, Planning, and Environmental Consultants and District staff. Perform (1) workshop at the 30% design level and (2) workshops at the 60%.

101.N.4 Develop mitigation plans for key risks in conjunction with the District and its Phase Consultants. For each risk item, document and manage the mitigation through the Design Phase of the Project. Develop probabilities of occurrence with cost and schedule consequences for key risks. Make recommendations to the District on key risks that cannot be effectively mitigated in Design.

a. Mitigation Plans for key risks will be developed for up to 6 items agreed to in discussion with the District. Mitigation Plans currently anticipated to include at a minimum: stability within the reservoir rim; diversion-related flood risks during construction; borrow source availability; unforeseen geologic conditions.

Task 101.O - Geospatial Information System (GIS) Integration and Standards (DELETED)

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Task 101 Assumptions (REVISED)

1. The Planning, Environmental and Design Consultants will be responsible for updates to their individual Work Plans.

2. Not all routine and/or Project related electronic mail (E-mail) correspondence will be included in the Project-specific Document Control system or log. Documents will only be included when the preparer specifically transmits an electronic document or e-mail directly to PMC's Document Control for inclusion into the Project's document control system.

3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.

4. District is responsible for payment of all permit fees directly to the applicable agency.

Task 101 Deliverables (RENUMBERED AND REVISED)

1. Project Plan updates
2. Updates to the Project Management Work Plan and Cost Management Plan
3. Cost reports
4. Updates to the Master Schedule
5. Mitigation Plans for Key Risks
6. Updates to the Risk Management Plan
7. Risk Register
8. Updates to the Project Communication's Plan
9. Monthly Environmental Briefing Agendas **- COMPLETED**
10. Monthly Project Status Reports
11. Board agenda packages and presentation materials
12. Updated Document Control Plans
13. **DELETED**
14. **DELETED, TASK MOVED TO TASK 103**
15. Document control system reports and logs
16. Correspondence and meeting logs
17. Draft and final agendas for Monthly Management Meetings and Design Review Workshops - **COMPLETED**
18. Draft and final meeting records (notes and action items) from Monthly Management Meetings and Design Review Workshops - **COMPLETED**
19. Letters of transmittal and/or memoranda transmitting information and/or providing clarifications to questions or information requests made by the Phase Consultants - **COMPLETED**

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Task 102 - Quality Assurance and Quality Control (RETITLED AND REVISED)

PMC will maintain the Project's quality assurance and quality control (QA/QC) plan, as well as prepare their own QA/QC plan for their own deliverables. At the direction of the District's Project Manager, the PMC will confirm the Planning and Design Consultant deliverables comply with the Phase Consultants QA/QC processes and procedures, and the District's QEMS procedures, pursuant to Agreement A3578A with HDR Engineering, Inc and Agreement A3676A with URS Corporation.

Technical reviews of Planning and Design Consultant deliverables may be requested at the direction of the District's Project Manager.

PMC will also perform Value Engineering (VE) and Constructability reviews.

Task 102.A - Maintain Project's Quality Assurance Quality Control (QA/QC) Plan (RETITLED)

102.A.1 Maintain a Project QA/QC Plan in accordance with District requirements. Update the QA/QC Plan on an annual basis to reflect any changes in process and/or technical work subject to compliance with the Plan.

102.A.2 Conduct annual audits of Project Management, Planning Phase, and Design Phase Consultant's Compliance with the requirements of the QA/QC Plan. Prepare brief memoranda that summarize outcomes of the audits.

Task 102.B - Project Management Consultants' Compliance (RETITLED AND REVISED)

PMC will prepare a QA/QC plan documenting their procedures to ensure their services and deliverables meet the District's QEMS, as well as accepted practices and standards of their own profession. District reserves the right to request and review the PMC documentation demonstrating their adherence with their own quality assurance procedures.

Task 102.C - Planning Consultant's Project Deliverables QA/QC Compliance (RETITLED AND REVISED) - COMPLETED

102.C.1 Review Planning Consultant's Project deliverables according to the Planning Consultant's Agreement with the District to verify conformance to the agreed-to scope of services. Review shall include the following:

a. Verify that deliverables conform to the District's QEMS and Project Requirements.

b. Verify that deliverables meet quality, schedule, and budget objectives.

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c. Coordinate with District staff and provide consolidated comments to the Planning Consultant on its work products.

102.C.2 Review of Planning Consultant deliverables will include an initial cursory review of in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL submittals including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resources, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Administrative (Draft) EIR outline, Administrative (Draft) EIR.

Task 102.D - Design Consultant's Deliverables QA/QC Compliance (RETITLED)

102.D.1 Review Design Phase Consultant's Project deliverables according to the Design Consultant's Agreement with the District to verify conformance to the agreed-to scope of services.

a. Verify that deliverables conform to the District's QEMS and Project Requirements.

b. Verify that deliverables meet QA/QC processes and procedures, schedule, and budget objectives.

c. Coordinate with District staff and provide consolidated comments to the Design Consultant on its work products.

102.D.2 Review of Design Consultant deliverables will include an initial cursory review of all in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including, but not limited to review of the following documents: Geotechnical Data Report, Geotechnical investigation Work Plans / Drilling Program Plans, Test Fill Work Plan, Test Fill TM, Design Criteria Memorandum, Embankment Stability, Embankment Deformation and Settlement Analyses, Foundation and Embankment Seepage, Geotechnical Baseline Report, Reservoir Operations, Material Development and Handling, Cofferdam, TM, Coyote Creek Modification Alternatives Analysis TM, Monte Carlo Analysis of Critical Patch of Construction Schedule, Spillway Hydraulics TM, Embankment Basis of Design, Embankment Instrumentation TM, Spillway Basis of Design TM, Outlet Works Basis of Design, Basis of Design Report, Civil, Road and Utilities technical memoranda, Construction Sequencing Plan, Comment Resolution Document, Bid Sheet, Construction Permit Framework Document, Commissioning, Training and Maintenance Plan, Design to Construction Phase Transition Report.

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102.D.3 Review of Design Consultant design submittal deliverables will include review and written comments the DRAFT, REVISED DRAFT and FINAL SUBMITTALS. [30%, 60%, and 90% Plans, Specifications, and Estimates (PS&E) submittals].

Task 102.E - Technical Consultation and Support (REVISED)

102.E.1 As directed by the District's Project Manager, the PMC will provide technical consultation, advice, and support on an as-needed basis.

Task 102.F - Arrange and Conduct Value Engineering (VE) Sessions (UNCHANGED)

VE session will include 6 technical experts selected by the PMC including a facilitator and will include 40 hours per participant for background review of Project documents, 3-day workshop including site visit and preparation and submittal of a technical report summarizing recommendations. The VE session will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.

102.F.1 Conduct a VE session of the proposed statement of work during the Design Phase.

102.F.2 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.

Task 102.G - Arrange and Conduct Constructability Review (REVISED)

The Design Consultant has completed a constructability review of the embankment production rates for the 60% design. The PMC will reference and incorporate the Design Consultant's information and perform the constructability review for remainder of the entire Project.

PMC's constructability reviews will include 4 construction management professionals or contractors selected by the PMC and agreed upon by the District. The constructability review will include 40 hours per participant for background review of Project documents, 2-day workshop including site visit and preparation and submittal of a technical report summarizing recommendations.

102.G.1 Conduct Constructability Reviews at the 60% design completion milestone.

102.G.2 Prepare draft and final 60% Constructability Review Memoranda.

Task 102.H - Independent Contractor Style, Cost, and Schedule Estimate (DELETED)

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Task 102.I - Potential Failure Mode Analysis Workshop (UNCHANGED)

102.I.1 Facilitate a Potential Failure Mode Analysis (PFMA) following submission of 60% design documents following FERC guidelines to identify failure modes of the proposed retrofit project to inform design. The PFMA shall be two days in length not including one day to review applicable Project information and a half-day site visit for attendees.

102.I.2 Prepare a PFMA questionnaire and a report summarizing the results of the workshop.

Task 102.J - Construction PFMA Workshop (REVISED)

102.J.1 PMC will facilitate a Construction Potential Failure Mode Analysis (PFMA) Workshop following submission of 60% design documents to identify failure modes of the proposed retrofit Project during construction to inform design and sequencing of the work. The Construction PFMA Workshop shall be two days in length including a half-day site visit for attendees. PMC will coordinate issuing relevant documents and a Construction PFMA questionnaire to all attendees at least two weeks in advance of the workshop.

102.J.2 Prepare Construction PFMA questionnaire and a report summarizing the results of the workshop.

Task 102 Assumptions (REVISED)

1. Planning and Design Consultants are responsible for their own quality control of their services including deliverables. PMC has an oversight function to verify Planning and Design Consultants are following their established QA/QC procedures.

2. Value Engineering and Constructability Review sessions will be conducted in District offices or otherwise as directed by District.

3. The PMC will provide a facilitator and a recorder for both the PFMA and the Construction PFMA workshops. Key staff from the PMC team will also attend the workshops.

Task 102 Deliverables (RENUMBERED AND REVISED)

1. Annual updates to the Project QA/QC Plan
2. Compliance audit memoranda
3. Quality Review Form (QRF) documenting comments on Planning Consultant deliverables **- COMPLETED**; and QRF documenting comments on Design Consultant deliverables - **IN PROGRESS**
4. Value Engineering session agenda and session

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5. Value Engineering draft and final report
6. Constructability review agenda and session
7. Constructability Review Memoranda, draft and final
8. Contractor Style, Cost, and Schedule Estimate - **DELETED**
9. PFMA Questionnaire and Report
10. Construction PFMA Questionnaire and Report

Task 103 - Regulatory, Permitting, & Environmental Coordination (REVISED)

PMC will assist the District with the regulatory, permitting and environmental coordination efforts with input from Planning, Environmental, and Design Consultants and the District for the planning and design level geotechnical investigations only, as well as participate in Project's regulatory meetings.

Task 103.A - Stakeholder Engagement Plan (UNCHANGED)

103.A.1 Provide annual updates to information contained in the Stakeholder Engagement Plan.

Task 103.B - Develop, Track, and Monitor Stakeholder Issues (UNCHANGED)

103.B.1 Maintain the stakeholder database that includes key contact information and records outcomes of discussions and needs for follow-up and actions on the part of the District.

103.B.2 Log, process, and track all stakeholder correspondence.

103.B.3 Assist in tracking stakeholder issues.

Task 103.C - Coordination Assistance with DSOD and FERC (RETITLED AND REVISED)

PMC will assist the District with coordination with the DSOD and FERC as follows:

103.C.1 Participate in regular coordination meetings with District staff and representatives of the DSOD and FERC. Prepare and distribute meeting records, including key discussion points and action items (assume every 2 months).

103.C.2 Facilitate and coordinate comment responses with the DSOD and FERC on key work products.

103.C.3 Attend quarterly meetings with DSOD and/or FERC staff at their offices to review key work products. Prepare slide deck and maintain meeting records that summarize key discussion points and action items.

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103.C.4 Prepare draft correspondence to DSOD/FERC.

103.C.5 Assist District's Project Manager coordination with FERC Regional Engineer.

103.C.6 Assist District's Project Manager coordination with DSOD Regional Engineer.

Task 103.D - Coordination Assistance with Environmental Resource Agencies (RETITLED AND REVISED)

When requested by the District:

103.D.1 Coordinate work with Federal Energy Regulatory Commission Division of Hydropower Administration and Compliance (FERC DHAC), Army Corps of Engineers (COE), National Marine Fisheries (NMFS), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), and the California Office of Historic Preservation. **- COMPLETED**

103.D.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed. **- COMPLETED**

103.D.3 Prepare draft correspondence for District use. **- COMPLETED**

103.D.4 Prepare draft agreements with environmental resource agencies, as required. - **DELETED**

103.D.5 Participate in Project-level meetings with environmental resource agencies (see assumption 2 below).

103.D.6 Work with the District to develop a resource agency contact database.

103.D.7 Assist District's Project Manager coordination with agency representatives.

Task 103.E - Assist with the District's Non-Environmental Regulatory Permit Application to State, Local, and Other Agencies (REVISED)

PMC will provide support to the District as follows:

103.E.1 Prepare and maintain a permit database including list of agency contacts, types of application forms, and target milestones for acquiring permits. Administrative and encroachment permits could be required from the City of Morgan Hill, County of Santa Clara Roads and Airports Department, County of Santa Clara Parks and Recreation Department, and similar municipal type agencies.

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103.E.2 Support the District with permit applications by providing technical information and documentation in support of permits, as requested.

103.E.3 Support District in preparation of various agency agreements, such as could be required for utility service in support of construction; utility relocation or accommodation; and real estate acquisition.

103.E.4 Review and comment on non-environmental agency studies, reports, technical memoranda and contract documents to determine potential conflicts with Project.

103.E.5 Provide Geospatial Information System (GIS) services in support of Non-Environmental Regulatory Permit/Agreement applications.

a. Develop and maintain GIS database of Project data, including:

   i. Existing facilities based off of existing available information

   ii. Design components

   iii. Property boundaries and ownership information

   iv. Santa Clara County Parks and Recreation features

   v. Construction easements and temporary closures

   vi. Temporary impacts

   vii. Restoration improvements

b. Verify compliance with the Project's GIS Data Management Plan and ensure the data and GIS-based deliverables comply with the District's GIS Standards.

Task 103 Assumptions (UNCHANGED)

1. DSOD meetings will be conducted in Sacramento, California in one day that includes both meeting participation and travel to and from District offices. For the FERC meetings, these meetings shall be conducted in San Francisco for a total of six hours that includes both meeting participation and travel time to and from District offices.

2. Meetings with each of the environmental resource agencies (FERC DHAC, COE, NMFS, USFWS, CDFW and RWQCB) will be held up to twice per year. These meetings will be conducted either by conference call or at locations approved by the District's Project Manager in half a day, including travel time to and from

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District offices.

3. The GIS database will be developed and maintained using available information. Field validation of existing facilities will not be performed.

Task 103 Deliverables (RENUMBERED AND REVISED)

1. Permit database
2. Updates to the Stakeholder Engagement Plan
3. Stakeholder Database
4. Draft correspondence
5. Draft Phase Consultant Agreements - **DELETED**
6. Meeting records
7. Stakeholder comment tracking logs
8. Stakeholder correspondence log
9. GIS maps for non-environmental regulatory permits/agreement
10. GIS database

Task 104 - Public Outreach (UNCHANGED)

PMC's role will be to support the District's public outreach/public relations staff, in relation to coordination, preparation and participation in the public outreach activities upon request.

Task 104.A - Participate in Public Outreach Planning and Implementation (UNCHANGED)

104.A.1 Assist the District in preparing for public outreach planning and implementation.

Task 104.B - Make Presentations (UNCHANGED)

104.B.1 Assist with the development of presentations to be made by District staff or Phase Consultant (assume 2 presentations per year).

104.B.2 Attend public workshops and meetings as requested (assume 2 workshops or meetings per year).

Task 104.C - Support District Staff (UNCHANGED)

104.C.1 Prepare materials for District newsletters to the public (assume 1 newsletter per year).

104.C.2 Assist in developing responses to questions (assume 2 meetings per year).

104.C.3 Prepare meeting summaries and notes (assume 2 meetings per year).

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104.C.4 Prepare graphics, and other materials for District public information workshops not attended by the PMC (assume 1 workshop per year).

Task 4 Assumptions (UNCHANGED)

None.

Task 4 Deliverables (UNCHANGED)

1. Draft newsletters or figures for District use
2. Draft and final presentation materials for public meetings or workshops
3. Meeting summary and notes from public meetings or workshops

Task 105 - Board of Consultants Coordination

Task 105.A - BOC Contract Management (REVISED)

PMC shall coordinate contract management for all five members of the BOC.

Task 105.B - Coordinate work of the BOC (REVISED)

PMC shall assist District coordinate work efforts between the BOC FERC, DSOD, and Design Consultant. At key milestones, other duties shall include, but may not be limited to the following:

105.B.1 Scheduling of informal and formal BOC meetings, including sending Outlook Calendar invitations and securing District or other meeting rooms and audio/visual equipment, as required.

105.B.2 Meeting agendas.

105.B.3 Preparation and distribution of BOC meeting packages, presentations including technical memoranda, reports, and plans and specifications, etc.

105.B.4 “Hosting” of the meetings at District facilities.

105.B.5 Preparation of the draft and final meeting record of key discussion topics, comments, actions, items and/or outcomes.

105.B.6 Preparation of initial response to the BOC comments with input from the Design Consultant and District.

105.B.7 Preparation of initial draft response letter to the BOC comments, and incorporation of changes after review by District staff.

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105.B.8 Distribution of the District's official response to the BOC comments.

Task 105 Assumptions (REVISED)

1. BOC will function in accordance with FERC requirements.

2. BOC will provide input at key Project milestones. During the term of this Agreement, up to fourteen (14) formal BOC meetings and up to nine (9) informal BOC meetings will be held. Formal BOC meetings will be conducted for two days and informal BOC meetings for half a day. Formal BOC meetings will coincide with design milestones submittals for the revised 60% design and 90% design packages for the overall project, and the 100% design for the tunnel project.

3. One additional BOC meeting will include a Construction Potential Failure Mode Analysis Workshop (PFMA), in which the BOC members will participate. The Construction PFMA workshop will be conducted for two days, including a half day site visit, and a one-day review of applicable project information.

4. Technical presentation materials for BOC meetings will be prepared by the Design Phase Consultant.

5. BOC meetings will be held at District offices or as otherwise directed by District.

Task 105 Deliverables (UNCHANGED)

1. Task Order Agreements for services required of members of the BOC
2. Draft and Final Meeting Agenda for informal and formal BOC meetings
3. BOC meeting packages consisting of technical work products developed for the Project
4. BOC meeting presentation materials consisting of PowerPoint slides and/or handouts for review at the informal and formal BOC meetings
5. Draft and Final Preparation of BOC meeting records
6. Preparation of District responses to BOC comments on technical work products

Task 106 - Supplemental Services for Anderson Dam Seismic Retrofit Project (RETITLED AND REVISED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three - Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

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B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical review of detailed design, public outreach, risk management, GIS, stakeholder engagement, Board of Consultants, additional workshops/review meetings, or other unanticipated support tasks requested by the District.

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TASKS 107 THROUGH 112 - CALERO AND GUADALUPE SEISMIC RETROFIT PROJECTS AND ALMADEN DAM IMPROVEMENTS PROJECT

As stated in Amendment No. 2 to the Agreement, Article III. Project Delivery Approach, the District may consider amending the Agreement to include Project Management assistance services for the other dam seismic retrofit projects. This Agreement was previously amended to add scope relating to the Calero and Guadalupe Dams Seismic Retrofit projects and the Almaden Dam Improvements Project.

TASKS 107 THROUGH 108 - CALERO DAM SEISMIC RETROFIT PROJECT – (REVISED)

Task 107 - PMC Services for Calero Seismic Retrofit Project - PARTIALLY COMPLETED

As per Article III. Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Calero Dam Seismic Retrofit Project.

Task 107.A - Project Management Services – (REVISED AND COMPLETED)

PMC will assist the District Calero Project Manager, including:

A. Participating in bi-weekly Calero Dam Project Management coordination meeting with the Design Consultant.
B. Participating in monthly Calero/Guadalupe environmental coordination meeting with the Planning Consultant and Design Consultant.

C. Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation, Historical Heritage Commission). Assist with correspondence and meeting preparation.
D. Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.
E. Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.
F. Drafting correspondence to DSOD.
G. Coordinating PMC and District design reviews.
H. Assisting in coordination and facilitation of design review workshops.
I. Assisting with planning for and attending environmental public hearings.
J. Assisting in review of phase consultant amendments as requested.

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Task 107.B - Technical Consultation and Support (NOT PERFORMED)

Task 107.B - Review Deliverables from Calero's Design Consultant (RENUMBERED, RETITLED, AND REVISED) - PARTIALLY COMPLETED

107.B.1 PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District. Technical review shall include technical review of the deliverable, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables.

107.B.2 Project Design Work Plan, Project Base Map, Geotechnical Investigation Work Plan, Geotechnical Data Report, Geotechnical Design, Draft Geotechnical Baseline Report, Configuration Resolution TM, Planning Study Review and Adoption Memo, Right Abutment Evaluation TM, Design Criteria TM, Embankments TMs, Construction Materials Development and Handling TM, Outlet System Hydraulic and Operational Analysis TM, TM, Outlet-Works Structures TM, Civil, Site, Utilities and Other Considerations TM, Reservoir Operations during Construction TM, Spillway Design TM, Dam Safety Instrumentation TM, Architectural , Mechanical, Electrical Systems TM, Supplemental Historical Resource Evaluation Report for the Bailey-Fellows Ranch, 30% Plans and Specs, Class 4 Cost Estimate, 60% Plans and Specs, and Class 3 Cost Estimate.

107.B.3 The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. The estimated level of effort is 4 hours per week by PMC Senior Engineer and 8 hours per week by PMC Associate Engineer for 1 year.

Task 107.C - Administrative Support (REVISED) - COMPLETED

PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per month by PMC Senior Project Administrator for 1 year.

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Task 107.D - Permitting Support (REVISED) - PARTIALLY COMPLETED

The Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Calero Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, , Administrative (Draft) EIR outline, Administrative (Draft) EIR, , Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW for Geotechnical Investigations, , VHP application.

Task 107.E - Contractor Pre-Qualification – (DELETED)

Task 107.F - Development of Independent Contractor Style, Cost, and Schedule Estimate (DELETED)

Task 107 Assumptions (REVISED)

1. Administrative support will be 8 hours per month on average.

2. Technical support will be 12 hours per week on average not including review of deliverables.

Task 107 Deliverables (RENUMBERED AND REVISED) - PARTIALLY COMPLETED

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables **– (COMPLETED)**

Task 108 - Supplemental Services for Calero Dam Seismic Retrofit Project (REVISED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three - Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.

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C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

   2. The schedule for completing the Supplemental Services Task Order; and

   3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

   1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

   2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

TASKS 109 THROUGH 110 - GUADALUPE DAM SEISMIC RETROFIT PROJECT

Task 109 - PMC Services for Guadalupe Dam Seismic Retrofit Project (UNCHANGED)

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Guadalupe Dam Seismic Retrofit Project.

Task 109.A - Project Management Services (NEW)

PMC will assist the District Guadalupe Project Manager, including:

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1. Participating in bi-weekly Guadalupe Dam Project Management coordination meeting with the Design Consultant.
2. Participating in monthly Calero/Guadalupe environmental coordination meeting with the Planning Consultant and Design Consultant.
3. Assisting with the District's non-environmental regulatory permit applications to State, Local, and other Agencies, such as Santa Clara County (Roads and Airports, Parks and Recreation), Mid-peninsula Regional Open Space District, PG&E, and AT&T. Assist with correspondence and meeting preparation.
4. Coordinating with District Management and Staff, including but not limited to Dam Safety, O&M, Real Estate, Community Projects Review Unit, and Environmental Services. Solicit input from each of the District units on the project.
5. Assisting with and coordinating responding to requests for information from the Planning Consultant and/or the Design Consultant.
6. Drafting correspondence to DSOD.
7. Coordinating PMC and District design reviews.
8. Assisting in coordination and facilitation of design review workshops.
9. Assisting with planning for and attending environmental public hearings.
10. Assisting in review of phase consultant amendments as requested.

Task 109.B - Review Deliverables from Guadalupe's Design Consultant (RENUMBERED, RETITLED, AND REVISED)

109.B.1 The PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District:

Project Design Workplan, Project Base Map, Geotechnical Investigation Work Plan, Geotechnical Data Report, Geotechnical Baseline Report, Planning Study Review and Adoption Memo, Design Criteria TM, Basis of Design Report, Outlet System Hydraulics and Operational Analysis TM, Replacement Outlet Hydraulics and Operational Analysis TM, Temporary Cofferdam vs Vertical Shaft TM, Outlet Works Design TM, Reservoir Operations TM, Embankment Evaluations TM, Materials Development and Handling TM, Instrumentation TM, Civil, Roads and Utilities TM, Modified Spillway Structure TM, Spillway Condition Assessment TM, 30% Design & Cost Estimate, 60% Design & Cost Estimate, 90% Design & Cost Estimate, Commissioning and Training Plan, CM, Testing & Inspection Plan, Design to Construction Phase Transition Report.

109.B.2 Technical review shall include technical review of the deliverables, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables.

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109.B.3 The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. The estimated level of effort is 4 hours per week by PMC Senior Engineer and 8 hours per week by PMC assumed for 1 year.

Task 109.C - Administrative Support (REVISED)

The PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per month by PMC Senior Project Administrator for 1 year.

Task 109.D - Permitting Support (UNCHANGED)

The Guadalupe Dam Seismic Retrofit Project Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Guadalupe Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice of Completion, Newspaper Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 109.E - Contractor Pre-Qualification (DELETED)

Task 109.F - Development of Independent Contractor Style, Cost, and Schedule (DELETED)

Task 109 Assumptions (REVISED)

1. Administrative support will be 8 hours per month on average.

2. Technical support will be 12 hours per week on average not including review of deliverables.

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Task 109 Deliverables (RENUMBERED AND REVISED)

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables

Task 110 - Supplemental Services for Guadalupe Dam Seismic Retrofit Project (REVISED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis; and

   2. The schedule for completing the Supplemental Services Task Order; and

   3. PMC key staff and classifications that will be assigned to complete the Supplemental Services.

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

   1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

   2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

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F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

TASKS 111 THROUGH 112 - ALMADEN DAM IMPROVEMENTS PROJECT

Task 111 - PMC Services for Almaden Dam Improvements Project - COMPLETED

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services will be performed for the planning and design of the Almaden Dam Improvements Project.

Task 111.A - Administrative Support - COMPLETED

The PMC will provide administrative support to Almaden's District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 4 hours per week by PMC Senior Project Administrator for 2 years.

Task 111.B - Review Engineering Deliverables from Almaden Consultant (REVISED) - COMPLETED

When requested by the District, the PMC shall provide review and written technical comments on an as-needed basis for the following Almaden Consultant’s deliverables within the time frame specified by the District:

111.B.1 Planning Phase: Problem Definition Report, Feasible Alternatives Report, Planning Study Report.

Task 111.C - GIS Database Development and Maintenance (DELETED)

Task 111.D - Value Engineering and Design Support (DELETED)

Task 111 Assumptions (DELETED)

Task 111 Deliverables (DELETED)

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Task 112 - Supplemental Services for Almaden Dam Seismic Improvements Project (REVISED)

A. The District may require, and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Dam Safety and Capital Delivery Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis

   2. The schedule for completing the Supplemental Services Task Order; and

   3. PMC key staff and classifications that will be assigned to complete the Supplemental Services

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

   1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

   2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for administrative support, environmental permitting, technical reviews, project management services, independent cost and schedule estimate, contractor prequalification, development and management of project risk registers, or other unanticipated support tasks requested by the District.

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SCOPE OF SERVICES

VIII. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. The Consultant as Independent Contractor

1. The Consultant shall perform all Services as an independent contractor and not an agent or employee of District.

2. The expertise and experience of the Consultant are material considerations for District's award and execution of this Agreement. The Consultant will not assign or transfer any interest in this Agreement nor the performance of any of the 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. The Consultant's General Responsibilities

1. Standard of Care

a. The Consultant and its Subconsultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in the Consultant's area of specialty in the State of California.

b. The Consultant and its Subconsultants 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, the Consultant must provide its services and deliverables as required.

3. The Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant must be approved at the administrative staff level by the District Representative.

4. At the District's discretion, Consultant's full-time staff will be located at District Headquarters, to the extent possible, in order to perform the services described in Revised Appendix One.

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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. 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, expiration, or termination of the Agreement.

D. Project Management

1. Bal Ganjoo, Senior Project Manager, District Dam Safety and Capital Delivery Unit, is the District's Project Manager. Hemang Desai, Associate Engineer, District Dam and Safety Capital Delivery Unit, is the District's Unit Manager.

2. The Program Manager for Consultant is as indicated in the Revised Attachment One to Revised Appendix One, Consultant's Key Staff and Subconsultants, and is also responsible for assisting the District in managing the schedule and the coordination of the phase consultants.

3. The District's Project Manager or his designee is the only person authorized to accept the 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 the Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:

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a. Description of the services, including deliverables.

b. The total not-to-exceed amount for the 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. 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 Parties.

3. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's Dam Safety and Capital Delivery 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 One, Revised Attachment Three, Task Order Template; and Revised Appendix Two, Fees and Payments, Article IV. Terms and Conditions, paragraph K. Prevailing Wages.

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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 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.

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 paragraph H. Consultants Compensation Upon Termination or Suspension, of Article VIII. 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.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
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SCOPE OF SERVICES

1. Term & Automatic Termination

   This Agreement encompasses all services for which the Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. The 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 the Consultant, suspend any or all services pursuant to this Agreement or to any or all Task Order. District may subsequently terminate this Agreement 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 the Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, the Consultant shall immediately cease all work as specified in the notice. If this Agreement is so terminated, the Consultant shall be compensated as set forth in Section H., Consultant's Compensation Upon Termination of Suspension, referenced below.

   c. Termination for Breach: If The Consultant violates any of the covenants, agreements or stipulations of this Agreement or A Task Order, or if The Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, 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 and all uncompleted Task Order by giving written notice to the Consultant of such termination.

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Such notice will specify the effective date thereof, and the Consultant shall 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 the Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and the 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 any Task Order, 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, the 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 follows:

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:

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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; and

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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 Revised Attachment Six 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;

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d. Submission by the Consultant, and acceptance by the District, of evidence of the QEMS Awareness and Training certification (Revised See Attachment Six to Revised Appendix One);

e. Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements ("NDA") documents as provided in Attachment Four to the Revised Appendix One, 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:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Dan Meyer, Senior Vice President
West Region Managing Director
Email: meyerdw@bv.com
Phone: (602) 381-4417

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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. The 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.

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SCOPE OF SERVICES

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 (REVISED)
Revised Attachment Three - Task Order Template (REVISED)
Revised Attachment Four - Non-Disclosure Agreement (UNCHANGED)
Attachment Five - Reference Materials (REVISED)
Revised Attachment Six - QEMS Fact Sheet (REVISED)

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to this Project are as follows:

Team Member	Project Role	Contact Information
Craig Lichty	Project Director/Program Manager/Project Manager/PIC	LichtyC@bv.com (415) 350-7806
Patrick Allen	Deputy Project Manager	AllenPW@bv.com (913) 458-9215
Mark Thompson	Engineering Oversight Manager	ThompsonM2@bv.com (720) 834-4392
Jeff Bair	Constructability Reviews & Value Engineering	BairJM@bv.com (412) 269-5733
Ray Brainard	Construction Oversight Manager	BrainardRC@bv.com (913) 458-3079

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 Subconsultants 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 sub-consultants are authorized to work on this Project:

Firm	Project Role
Schaaf & Wheeler	Engineering Support Permitting Contract Management
Avila and Associates	Project Controls
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight
Live Oak Associates, Inc.	Environmental Oversight
Parikh Consultants, Inc.	Geotechnical
M. Pauletto and Associates, LLC	Quarries & Heavy Construction
Strategic Value Solutions	Value Engineering

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role
Raymond B. Seed	Board of Consultants
GEI, specifically the services of Steve Verigin	Board of Consultants
Engineering Science, specifically the services of Dan Hertel	Board of Consultants
Tom MacDonald	Board of Consultants
Lettis Consultants, specifically the services of Bill Lettis	Board of Consultants
Angelos Findikakis	Independent Technical Review for Stochastic Analysis Report

B. Contact information for the above listed Sub-Consultants is as follows:

Expertise: Engineering Support, Permit Acquisition Support, Contract Management			
Firm:	**Schaaf & Wheeler**	Contact:	Andrew Sterbenz
Address:	3 Quail Run Circle, Ste. 101, Salinas, CA 93907	Phone:	(831) 883-4848 x404
		Email:	asterbenz@swsv.com

Expertise: Project Controls			
Firm:	**Avila & Associates**	Contact:	Ernie Avila
Address:	712 Bancroft Road, Suite 333 Walnut Creek, CA 94598	Phone:	(925) 673-0549
		Email:	eavila@avilaassociates.com

Expertise: Environmental Oversight			
Firm:	**Live Oak Associates, Inc.**	Contact:	Rick Hopkins
Address:	6840 Via Del Oro Suite 220 San Jose, CA 95119	Phone:	(408) 224-8300
		Email:	rhopkins@@loainc.com

Expertise: Public Outreach & Stakeholder Involvement			
Firm:	**Creighton & Creighton**	Contact:	Jim Creighton
Address:	P.O. Box 1030 Los Gatos, CA 95031	Phone:	(408) 354-80011 Mobile (408) 348-6555
		Email:	jim@publicparticipation.com

Expertise: Geotechnical			
Firm:	**Parikh Consultants, Inc.**	Contact:	Gary Parikh
Address:	2360 Qume Drive, Suite A San Jose, CA 95131	Phone:	(408) 452-9000
		Email:	gparikh@parikhnet.com

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Expertise: Quarries & Heavy Construction			
Firm:	**M. Pauletto and Associates, LLC**	Contact:	Mike Pauletto
Address:	11204 NW 37th Court Vancouver, WA 98685	Phone:	(360) 921-4172
		Email:	mike@mpauletto.com

Expertise: Value Engineering			
Firm:	**Strategic Value Solutions**	Contact:	Don Stafford
Address:	19201 E. Valley View Pkwy Suite H Independence, MO 64055	Phone:	(816) 795-0700
		Email:	don@svsinc.com

Expertise: Board of Consultants (Dam Geotechnical)			
Firm:	**Raymond B. Seed**	Contact:	Prof. Ray Seed
Address:	2380 Watts Lane Bozeman, MT 59718	Phone:	(929) 899-6101
		Email:	rmseed6@aol.com

Expertise: Board of Consultants (Dam Engineering)			
Firm:	**GEI**	Contact:	Steve Verigin
Address:	180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017	Phone:	(510) 350-2900
		Email:	sverigin@geoconsultants.com

Expertise: Board of Consultants (enter description)			
Firm:	**Engineering Services**	Contact:	Dan Hertel
Address:	P.O. Box 11983 Bozeman, MT 59719	Phone:	(406) 579-6261
		Email:	dhertel@q.com

Expertise: Board of Consultants (Hydrology & Hydraulics)			
Firm:	**Thomas MacDonald**	Contact:	Thomas MacDonald
Address:	788 Rosemount Road Oakland, CA 94610	Phone:	(510) 928-5978
		Email:	tcmacdonald43@gmail.com

Expertise: Board of Consultants (Geosciences)			
Firm:	**Lettis Consultants International, Inc.**	Contact:	Bill Lettis
Address:	1000 Burnett Avenue, Suite 350 Concord, CA 94520	Phone:	925-482-0360
		Email:	lettis@lettisci.com

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Expertise: Technical Reviewer (Stochastic Analysis of Interim Winter Reservoir Elevations Report)			
Firm:	**Dr. Angelos Findikakis**	Contact:	Dr. Angelos Findikakis
Address:	448 Traverso Avenue Los Altos, CA 94022	Phone:	(650) 815-5451
		E-mail:	findikakis@yahoo.com

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.

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CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

H. Consultant's 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.

3. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use, office space, desks, chairs, filing cabinets, office supplies, telephones for District-related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with the Dam Safety and Capital Delivery Division, that is required to perform the services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
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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.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
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

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.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
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.

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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.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED ATTACHMENT TWO TO
REVISED APPENDIX ONE
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. 8 TO AGREEMENT A3555A
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 Standard Consultant Agreement, Revised Appendix One Scope of Services, Article VIII. Additional Terms and Conditions, subsection 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 Revised Appendix Two, Fees and Payments, 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 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].

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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 VIII. Terms and Conditions, paragraph K. 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. 8 TO AGREEMENT A3555A
REVISED ATTACHMENT FIVE TO
REVISED APPENDIX ONE
REFERENCE MATERIALS

Ref. 1 - Santa Clara Valley Water District, 2007, Anderson Dam Probable Maximum Flood Study, dated December, 2007, revised December 2010.

Ref. 2 - Santa Clara Valley Water District, 2010, Project Plan - Anderson Dam Seismic Retrofit Project, dated December, 2010.

Ref. 3 – Part 13 Safety Inspection Report, dated September, 2007

Ref. 4 - DSOD Certification of Approval, dated May, 1966

Ref. 5 – DSOD Certification of Approval, dated October, 1959

Ref. 6 – DSOD letter, Operating Restriction, dated June, 2011

Ref. 7 & 7a – FERC 5737 Exemption from License, dated August, 1984

Ref. 8 – FERC Letter, Fault Rupture Study, dated June, 2011

Ref. 9 – FERC Letter, Operating Restriction & Project Schedule, dated June, 2011

Ref. 9a – FERC letter, Board of Consultants, dated June, 2011

Ref. 10 – FERC Letter, PMF Study, dated August, 2010

Ref. 11 – FERC Letter, Seismic Stability, dated October 2010

Ref. 12 – FERC Letter, Seismic Stability Draft Report, dated June, 2011

Ref. 13 – FERC Letter, Sudden Failure Assessment, dated June, 2011

Ref. 14 & 14a - AMEC Geomatrix, 2011, Report SSE 1A – Seismic Stability Evaluation Report, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref 15 - AMEC Geomatrix, 2009, Technical Memorandum 2A – Field Investigation Plan for Anderson Dam, Revision 2, Seismic Stability Evaluation of DIP Phase 1 Dams, dated February 2009.

Ref 16 -AMEC Geomatrix, 2010, Technical Memorandum 3A – Design Ground Motions, Seismic Stability Evaluation of Anderson Dam, dated March, 2010.

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Ref. 17 - AMEC Geomatrix, 2008, Technical Memorandum 4 – Preliminary Stability Evaluation of Anderson Dam, Seismic Stability Evaluation of DIP Phase 1 Dams, dated December, 2008.

Ref. 18 - AMEC Geomatrix, 2009, Technical Memorandum 6 – Phase 1 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated September, 2009.

Ref. 19 - AMEC Geomatrix, 2011, Technical Memorandum 7 – Recommended Reservoir Restrictions, Seismic Stability Evaluation of Anderson Dam, dated June, 2011.

Ref. 20 - AMEC Geomatrix, 2011, Technical Memorandum 8A – Conceptual Remedial Design Alternatives for the Dam Embankment, Seismic Stability Evaluation of Anderson Dam, dated April 2011.

Ref. 21 - AMEC Geomatrix and URS, 2011, Technical Memorandum 8B – Conceptual Remedial Design Alternatives for Outlet Works, Seismic Stability Evaluation of Anderson Dam, dated May 2011.

Ref. 22 - AMEC Geomatrix, 2011, Technical Memorandum 10 – Phase 2 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 23 - AMEC Geomatrix, 2011, Technical Memorandum 10A – Phase 2 Fault Rupture Hazard Evaluation - Addendum, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 24 - Technical Review Board, 2009, Letter Report No. 1, Seismic Stability evaluation of Anderson Dam, dated March, 2009.

Ref. 25 - Technical Review Board, 2009, Letter Report No. 2, Seismic Stability evaluation of Anderson Dam, dated November, 2009.

Ref. 26 - Technical Review Board, 2010, Letter Report No. 3, Seismic Stability evaluation of Anderson Dam, dated September, 2010.

Ref. 27 - Technical Review Board, 2011, Letter Report No. 4, Seismic Stability evaluation of Anderson Dam, dated January, 2011.

Ref. 28 - Technical Review Board, 2011, Letter Report No. 4A, Seismic Stability evaluation of Anderson Dam, dated May, 2011.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
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 Fixed 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)

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 **$18,659,062** during the term of this Agreement.

B. This Amendment No. 8 increases the NTE compensation limit by the amount of $2,100,425.00, of which the amount of $2,000,000.00 is included in the current FY20 Board-approved budget for this Project. The balance of $100,425.00 will be recommended by District staff for inclusion in a future fiscal year budget. Consultant must receive written approval from the District to proceed with performing services above the amount of the current budget limitation.

C. 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 the 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. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
ORIGINAL AGREEMENT THROUGH AMENDMENT NO. 2

Previous Task Number and Description		Not-to-Exceed		
		Original Agreement (1/24/2012)	Amendment No. 2 (6/24/2014)	Total
Task 1 thru 12 - Anderson Dam Seismic Retrofit Project				
1	Project Management and Capital Project Delivery	$433,100	$674,196	$1,107,296
2	Coordination and Communication	$440,200	$285,886	$726,086
3	Administrative Work	$704,400	$201,218	$905,618
4	Public Outreach	$65,900	$164,536	$230,436
5	Stakeholder Engagement	$42,300	$498,064	$540,364
6	Agreements, Contracts and Services	$432,300	$542,624	$974,924
7	Implement Value Engineering/ Constructability Review	$131,400	$192,863	$324,263
8	Quality Assurance and Quality Control	$232,600	$907,335	$1,139,935
9	Board of Consultants	$103,100	$637,655	$740,755
10	Interim Safety Measures	$37,300	$0	$37,300
	Type 1, 2, & 3 Other Direct Cost	$138,000	$189,000	$327,000
	Subtotal Tasks 1 through 10 Not-to-Exceed Amount	$2,760,600	$4,293,377	$7,053,977
11	Supplemental Services	$896,200	$699,632	$1,595,832
12	Provide Project Management Assistance to the Calero-Guadalupe Dams Seismic Retrofits Project Manager	$0	$369,033	$369,033
Total Agreement Not-to-Exceed Amount		**$3,656,800**	**$5,362,042**	**$9,018,842**

NOTES:
1. Refer to Revised Appendix Two, Fees and Payments, VIII. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).
2. Amendments No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NOS. 2 THROUGH 6

Task Number and Description		Not-to-Exceed		
		Amendment No. 2 Total (6/24/2014)	Amendment No. 6 (2/28/2017)	Total
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project				
101	Project Management & Administration	$3,713,924	$1,929,710	$5,680,934[4]
102	Technical Review & Quality Control	$1,464,198	$1,665,763	$3,129,961
103	Regulatory, Permitting & Environmental Coordination	$540,364	$404,815	$945,179
104	Public Outreach	$230,436	$110,634	$341,070
105	Board of Consultants Coordination	$740,755	$360,726	$1,101,481
106	Supplemental Services for ADSRP	$1,595,832	$459,309	$2,055,141
Type 1, 2, & 3 Other Direct Cost		**$327,000**	**$189,220**	**$516,220**
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$8,612,509**	**$5,120,175**	**$13,769,984**
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project				
107	PMC Services for Calero Dam Seismic Retrofit Project	$184,517	$487,991	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$0	$477,189	$477,189
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$184,517**	**$975,100**	**$1,159,617**
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project				
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$184,517	$471,131	$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$0	$434,487	$434,487
Type 1, 2, & 3 Other Direct Costs		**$0**	**$9,920**	**$9,920**
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$184,517**	**$915,538**	**$1,100,055**
Tasks 111 thru 112 - Almaden Dam Improvements Project				
111	PMC Services for Almaden Dam Improvements Project	$0	$437,691	$437,691

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Not-to-Exceed		
		Amendment No. 2 Total (6/24/2014)	Amendment No. 6 (2/28/2017)	Total
112	Supplemental Services for Almaden Dam Improvements Project	$0	$86,490	$86,490
Type 1, 2, & 3 Other Direct Cost		**$0**	**$4,800**	**$4,800**
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$0**	**$528,981**	**$528,981**
Total Amendment Not-to-Exceed Amount		**$9,018,842**	**$7,539,795**	**$16,558,637**

NOTES:
1. Amendment No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.
2. Amendment No. 2 NTE Amounts were redistributed using Amendment 6 Task structure as shown in Revised Appendix One, Section VII., Revised Task Descriptions.
3. Task 101 Total after Amendment No. 6 included $37,300 transferred from Task 10 in the original Agreement.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NO. 2 THROUGH 2019 REALLOCATION

Task Number and Description		Not-to-Exceed			
		Amendment No. 2 (6/24/2014)	Amendment No. 6 (2/28/2017)	TOTAL[3]	Reallocated[4] (12/20/2019)
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project					
101	Project Management & Administration	$3,713,924	$1,929,710	$5,680,934	$6,012,952
102	Technical Review & Quality Control	$1,464,198	$1,665,763	$3,129,961	$3,463,760
103	Regulatory, Permitting & Environmental Coordination	$540,364	$404,815	$945,179	$1,107,179
104	Public Outreach	$230,436	$110,634	$341,070	$296,070
105	Board of Consultants Coordination	$740,755	$360,726	$1,101,481	$1,196,617
106	Supplemental Services for ADSRP	$1,595,832	$459,309	$2,055,141	$1,694,496
Type 1, 2, & 3 Other Direct Cost		**$327,000**	**$189,220**	**$516,220**	**$506,020**
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$8,612,509**	**$5,120,175**	**$13,769,984**	**$14,277,094**
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project					
107	PMC Services for Calero Dam Seismic Retrofit Project	$184,517	$487,991	$672,508	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$0	$477,189	$477,189	$477,189
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**	**$9,920**
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$184,517**	**$975,100**	**$1,159,617**	**$1,159,617**
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project					
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$184,517	$471,131	$655,648	$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$0	$434,487	$434,487	$434,487

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Not-to-Exceed			
		Amendment No. 2 (6/24/2014)	Amendment No. 6 (2/28/2017)	TOTAL[3]	Reallocated[4] (12/20/2019)
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**	**$9,920**
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$184,517**	**$915,538**	**$1,100,055**	**$1,100,055**
Tasks 111 thru 112 - Almaden Dam Improvements Project					
111	PMC Services for Almaden Dam Improvements Project	$0	$437,691	$437,691	$21,872
112	Supplemental Services for Almaden Dam Improvements Project	$0	$86,490	$86,490	$0
Type 1, 2, & 3 Other Direct Cost		**$0**	**$4,800**	**$4,800**	**$0**
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$0**	**$528,981**	**$528,981**	**$21,872**
Total Amendment Not-to-Exceed Amount		**$9,018,842**	**$7,539,795**	**$16,558,637**	**$16,558,637**

NOTES:
1. Amendments No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.
2. Funding for Tasks 101 – 112 from Amendment No. 6 were reallocated and approved administratively as documented in a letter from the District to Consultant dated December 19, 2019, also documented in District's internal administrative approval form (FC1165). For Anderson, transfer of $1,014,244 for Tasks 104 and 106; Almaden Tasks 111 and 112; and Anderson and Almaden ODC's accounts into Anderson Tasks 101, 102, 103, and 105.
3. The reallocation required a funds transfer authorization between the Almaden Dam Improvements Project and the Anderson Dam Seismic Retrofit Project was completed on December 20, 2019. This Amendment No. 8 implements a funds transfer from the Calero Dams Seismic Retrofit Project to the Anderson Dam Seismic Retrofit Project.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN
AMENDMENT NO. 6 THROUGH 8

Task Number and Description		Not-to-Exceed			
		Amendment No. 6 (2/28/17)	Reallocation (12/20/19)	Amendment No. 8	TOTAL
Task 101 thru 106 - Anderson Dam Seismic Retrofit Project					
101	Project Management & Administration	$1,929,710	$6,012,952	$749,712	$6,762,664
102	Quality Assurance & Quality Control (Retitled in Amendment 8)	$1,665,763	$3,463,760	$353,966	$3,817,726
103	Regulatory, Permitting & Environmental Coordination	$404,815	$1,107,179	$159,947	$1,267,126
104	Public Outreach	$110,634	$296,070	$7,583	$303,653
105	Board of Consultants Coordination	$360,726	$1,196,617	$361,812	$1,558,429
106	Supplemental Services for Anderson Dam Seismic Retrofit Project (Retitled in Amendment No. 8)	$459,309	$1,694,496	361,175	$2,055,671
Type 1, 2, & 3 Other Direct Cost		**$187,220**	**$506,020**	$106,230	$612,250
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$5,120,175**	**$14,277,094**	$2,100,425	$16,377,519
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project					
107	PMC Services for Calero Dam Seismic Retrofit Project (PARTIALLY COMPLETED)	$487,991	$672,508	$0	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$477,189	$477,189	($119,659)	$357,530
Type 1, 2, & 3 Other Direct Cost		**$9,920**	**$9,920**	($9,920)	$0
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$975,100**	**$1,159,617**	($129,579)	$1,030,038

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

Task Number and Description		Not-to-Exceed			
		Amendment No. 6 (2/28/17)	Reallocation (12/20/19)	Amendment No. 8	TOTAL
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project					
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$471,131	$655,648	$116,476	$772,124
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$434,487	$434,487	$13,103	$447,590
Type 1, 2, & 3 Other Direct Cost		**$9,920**	**$9,920**	$0	$9,920
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$915,538**	**$1,100,055**	$129,579	$1,229,634
Task 111 thru 112 - Almaden Dam Improvements Project					
111	PMC Services for Almaden Dam Improvements Project (COMPLETED)	$437,691	$21,872	$0	$21,872
112	Supplemental Services for Almaden Dam Improvements Project	$86,490	$0	$0	$0
Type 1, 2, & 3 Other Direct Cost		**$4,800**	**$0**	**$0**	**$0**
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$528,981**	**$21,872**	**$0**	**$21,872**
Total Amendment Not-to-Exceed Amount		**$7,539,795**	**$16,558,637**	**$2,100,425**	**$18,659,062**

NOTES:
1. Amendments No. 1, No. 3, No. 4, No. 5, and No. 7 were no-cost amendments.
2. Funding for Tasks 101 - 112 from Amendment No. 6 were reallocated and approved administratively as documented in a letter from the District to Consultant dated December 19, 2019, also documented in District's internal administrative approval form (FC1165). For Anderson, transfer of $1,014,244 for Tasks 104 and 106; Almaden Tasks 111 and 112; and Anderson and Almaden ODC's accounts into Anderson Tasks 101, 102, 103, and 105.
3. The reallocation required a funds transfer authorization between the Almaden Dam Improvements Project and the Anderson Dam Seismic Retrofit Project was completed on December 20, 2019. This Amendment No. 8 implements a funds transfer from the Calero Dams Seismic Retrofit Project to the Anderson Dam Seismic Retrofit Project.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

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 rates for professional, technical, and administrative personnel as listed below in the Hour/Unit Rate Schedule.

2. The stated hourly and unit 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 and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the 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 2.5% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Dam Safety & Capital Division Deputy Operating Officer.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE UNIT/HOURLY RATE SCHEDULE (RETITLED)
AMENDMENT NO. 2 THROUGH 6

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT								
Black & Veatch:								
Project Director/PIC	$270.30	N/A	$283.82	N/A	$295.57	N/A	$298.23	N/A
Senior Practice Leader (Constructability Reviews & Value Engineer)	$270.30	$265.20	$283.82	$278.72	$295.57	$290.26	$298.23	$292.87
Program Manager	$270.30	$265.20	$283.32	$278.72	$288.36	$282.59	$290.96	$285.13
Practice Leader	$244.80	N/A	$257.04	N/A	$267.68	N/A	$270.09	N/A
Safety Manager	$234.60	N/A	$246.33	N/A	$256.53	N/A	$258.84	N/A
Senior Construction Manager (Construction Oversight Manager)	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
Deputy Program Manager	$219.30	N/A	$230.27	N/A	$239.80	N/A	$241.96	N/A
Sr. Project Supervising Engineer (Engineering Oversight Manager)	$239.70	$234.60	$251.69	$246.59	$262.11	$256.80	$264.47	$259.11
Construction Manager	$198.90	N/A	$208.85	N/A	$217.50	N/A	$219.45	N/A
Senior Engineer	-	-	$208.85	$203.75	$217.50	$212.19	$219.45	$214.09
Cost Estimator	$198.30	N/A	$203.49	N/A	$211.91	N/A	$213.82	N/A
Senior Project Engineer	$183.60	$178.50	$192.78	$187.68	$200.76	$195.45	$202.57	$197.21
Sr. Project Controls	$178.50	N/A	$187.43	N/A	$195.19	N/A	$196.95	N/A
Project Controls	$153.00	N/A	$160.65	N/A	$167.30	N/A	$168.81	N/A
Associate Engineer	$147.90	N/A	$155.30	N/A	$161.73	N/A	$163.18	N/A
GIS Practice Leader	$147.90	N/A	$155.30	N/A	$161.73	N/A	$163.18	N/A
Sr. Regional Administrator	$127.50	N/A	$133.88	N/A	$139.42	N/A	$140.68	N/A
CAD Technician	-	-	$130.00	N/A	$135.38	N/A	$136.60	N/A
SUBCONSULTANTS (SBE)								
Schaaf & Wheeler:								

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Principal	$255.00	N/A	$267.75	N/A	$278.83	N/A	$281.34	N/A
Project Manager	$209.10	N/A	$219.56	$214.46	$228.65	$223.34	$230.71	$225.35
Senior Engineer	$163.20	N/A	$171.36	$166.26	$178.45	$173.14	$180.06	$174.70
Associate Engineer	$122.40	N/A	$128.52	N/A	$133.84	N/A	$135.05	N/A
Junior Engineer/Technician	$112.20	N/A	$117.81	N/A	$122.69	N/A	$123.79	N/A
Senior Project Administrator	-	-	-	-	$135.29	N/A	$136.51	N/A
Project Administrator	-	-	$117.81	N/A	$122.69	N/A	$123.79	N/A
Administrative Assistant	-	-	$100.84	N/A	$105.01	N/A	$105.96	N/A
Avila & Associates:								
Project Controls Manager	$205.79	N/A	$216.08	$210.98	$225.03	$219.71	$227.05	$221.69
Senior Engineer II	$197.84	N/A	$207.73	N/A	$216.33	N/A	$218.28	N/A
Senior Engineer I	$178.35	N/A	$187.27	N/A	$195.02	N/A	$196.78	N/A
Project Administration Specialist	$96.04	N/A	$100.84	N/A	$105.01	N/A	$105.96	N/A
Creighton & Creighton, Inc:								
Principal	$190.65	N/A	$200.18	N/A	$208.47	N/A	$210.34	N/A
Live Oak Associates, Inc:								
Principal	$183.60	N/A	$192.78	N/A	$200.76	N/A	$202.57	N/A
Senior Associate	$132.60	N/A	$139.23	N/A	$144.99	N/A	$146.30	N/A
Director of Ecol. Services (SJ)	$153.00	N/A	$160.65	N/A	$167.30	N/A	$168.81	N/A
Director of Ecol. Services	$142.80	N/A	$149.94	N/A	$156.15	N/A	$157.55	N/A
Project Manager	$112.20	N/A	$117.81	N/A	$122.69	N/A	$123.79	N/A
Director of Cartography	$122.40	N/A	$128.52	N/A	$133.84	N/A	$135.05	N/A
Assistant Project Manager	$96.90	N/A	$101.75	N/A	$105.96	N/A	$106.91	N/A
Support Staff	$66.30	N/A	$69.62	N/A	$72.50	N/A	$73.15	N/A
Parikh Consultants, Inc:								
Project Manager	$222.77	N/A	$233.91	N/A	$243.59	N/A	$245.79	N/A

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Original Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Senior Project Engineer	$160.67	N/A	$168.70	N/A	$175.68	N/A	$177.27	N/A
Project Engineer	$125.54	N/A	$131.82	N/A	$137.28	N/A	$138.51	N/A
Field Engineer	$104.79	N/A	$110.03	N/A	$114.59	N/A	$115.62	N/A
Staff Engineer	$85.90	N/A	$90.20	N/A	$93.93	N/A	$94.78	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)								
M Pauletto And Associates:								
Borrow & Spoil Sites	$245.58	N/A	$257.86	N/A	$268.54	N/A	$270.95	N/A
Cluff:								
Lloyd Cluff, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
Seed:								
Ray Seed, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
Cassidy:								
Jack Cassidy, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
GEI:								
Steve Verigin, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A

NOTES:
1. Rates revised in Amendment No. 2, No. 4, and No. 6
2. Amendments No. 1, No. 3, No. 5, and No. 7 did not implement any changes in rates.
3. Refer to Revised Appendix Two, Fees and Payments, IV. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

BASE HOURLY RATE SCHEDULE (RETITLED)
AMENDMENT NO. 8

	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT						
Black & Veatch:						
Project Director/PIC	$270.30	$270.30	$313.33	N/A	$320.85	N/A
Senior Practice Leader	$270.30	$265.20	$313.33	$307.70	$320.85	$315.08
Program Manager	$270.30	$265.20	$305.69	$299.57	$313.02	$306.76
Practice Leader	$244.80	$244.80	$283.76	N/A	$290.57	N/A
Safety Manager	$234.60	$234.60	$271.94	N/A	$278.47	N/A
Senior Construction Manager	$229.50	$229.50	$266.03	N/A	$272.42	N/A
Sr. Engineering Manager	--	--	$254.21	N/A	$260.31	N/A
Deputy Program Manager	$219.30	$219.30	$254.21	N/A	$260.31	N/A
Sr. Project Supervising Engineer	$239.70	$234.60	$277.86	$272.23	$284.53	$278.76
Construction Manager	$198.90	$198.90	$230.56	N/A	$236.10	N/A
Senior Engineer	$198.90	$198.90	$230.56	$224.93	$236.10	$230.33
Cost Estimator	$193.80	$193.80	$224.65	N/A	$230.04	N/A
Senior Project Engineer	$183.60	$178.50	$212.82	$207.19	$217.93	$212.17
Sr. Project Controls	$178.50	$178.50	$206.92	N/A	$211.88	N/A
Project Controls	$153.00	$153.00	$177.35	N/A	$181.61	N/A
Associate Engineer	$147.90	$147.90	$171.45	N/A	$175.56	N/A
GIS Practice Leader	$147.90	$147.90	$171.45	N/A	$175.56	N/A
Sr. Regional Administrator	$127.50	$127.50	$147.80	N/A	$151.35	N/A
CAD Technician	$130.00	$130.00	$143.52	N/A	$146.96	N/A
SUBCONSULTANTS (SBE)						
Schaaf & Wheeler:						
Principal	$255.00	$255.00	$295.59	N/A	$302.68	N/A
Project Manager	$209.10	$209.10	$242.39	$236.76	$248.20	$242.44
Senior Engineer	$163.20	$163.20	$189.18	$183.55	$193.72	$187.95
Associate Engineer	$122.40	$122.40	$141.88	N/A	$145.29	N/A
Junior Engineer/Technician	$112.20	$112.20	$130.06	N/A	$133.18	N/A
Senior Project Administrator	--	--	$142.14	N/A	$145.55	N/A
Project Administrator	$112.20	$112.20	$130.06	N/A	$133.18	N/A
Administrative Assistant	--	--	$111.32	N/A	$114.00	N/A
Avila & Associates:						
Project Controls Manager	$205.79	$205.79	$238.55	$232.92	$244.27	$238.51
Senior Engineer II	$197.84	$197.84	$229.33	N/A	$234.83	N/A
Senior Engineer I	$178.35	$178.35	$206.74	N/A	$211.70	N/A

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REVISED APPENDIX TWO
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	Original Agreement January 24, 2012		Effective January 1, 2019		Effective January 1, 2020	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Project Administration Specialist	$96.04	$96.04	$111.32	N/A	$114.00	N/A
Creighton & Creighton, Inc:						
Principal	$190.65	$190.65	$220.99	N/A	$226.30	N/A
Live Oak Associates, Inc:						
Principal	$183.60	$183.60	$212.82	N/A	$217.93	N/A
Senior Associate	$132.60	$132.60	$153.71	N/A	$157.39	N/A
Director of Ecol. Services (SJ)	$153.00	$153.00	$177.35	N/A	$181.61	N/A
Director of Ecol. Services	$142.80	$142.80	$165.53	N/A	$169.50	N/A
Sr. Project Manager	--	--	$143.50	N/A	$146.94	N/A
Project Manager	$112.20	$112.20	$130.06	N/A	$133.18	N/A
Director of Cartography	$122.40	$122.40	$141.88	N/A	$145.29	N/A
Staff Ecologist	$96.90	$96.90	$112.33	N/A	$115.02	N/A
Assistant Project Manager	--	--	$112.33	N/A	$115.02	N/A
Support Staff	$66.30	$66.30	--	--	--	--
Parikh Consultants, Inc:						
Project Manager	$222.77	$222.77	$258.23	N/A	$264.43	N/A
Senior Project Engineer	$160.67	$160.67	$186.24	N/A	$190.71	N/A
Project Engineer	$125.54	$125.54	$145.53	N/A	$149.02	N/A
Field Engineer	$104.79	$104.79	$121.47	N/A	$124.38	N/A
Staff Engineer	$85.90	$85.90	$99.58	N/A	$101.97	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)						
M Pauletto And Associates:						
Principal	$240.00	$220.00	$284.67	N/A	$291.50	N/A
Associate	--	--	$266.04	N/A	$272.42	N/A
Strategic Value Solutions						
Team Leader	--	--	$240.00	N/A	$245.76	N/A
Technical Assistant	--	--	$225.00	N/A	$230.40	N/A
Cost Estimator	--	--	$165.00	N/A	$168.96	N/A
Administrative Assistant	--	--	$70.00	N/A	$71.68	N/A
Board Consultant / Technical Reviewer:	**--**	**--**	**--**	**--**		
Ray Seed	$229.50	$229.50	$266.03	N/A	$272.42	N/A
Steve Verigin (GEI)	$229.50	$229.50	$266.03	N/A	$272.42	N/A
Dan Hertel (Engineering Science)	--	--	$266.03	N/A	$272.42	N/A
Tom MacDonald	--	--	$266.03	N/A	$272.42	N/A
Bill Lettis	--	--	$266.03	N/A	$272.42	N/A
Angelos Findikakis (Tech Review)			$266.03	N/A	$272.42	N/A

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B. Unused fees from an active task may be reallocated to another active task provided that the Total Agreement NTE Amount is not exceeded. The Parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. The transference of funds may occur only after written approval from the District Dam Safety and Capital Division Deputy Operating Officer.

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. Other Direct Costs (ODC)

1. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:

2. ODC - Type 1: This includes prime consultant direct costs including the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.

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3. ODC - Type 2:

   a. This includes Subconsultants direct costs including the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty Subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants and the Quarry Expert, refer to this Amendment No. 8, Revised Fees and Payments, Base Hourly Rate Schedule.

   b. Pending District pre-approval of travel, the related costs (e.g. airfare, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.

   c. Travel and overnight accommodations, including per diem, for ODC - Type 2 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 a rideshare or the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs. Per diem shall be limited to the per diem rates for San Jose, Sunnyvale, Palo Alto, and San Jose as published by the US General Services Administration for the current US fiscal year.

   d. Vehicle rental is limited to a compact or economy model.

   e. Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

4. ODC - Type 3:

   a. This includes incidental costs that are ancillary but are direct Project related costs that are small dollar amount (e.g., less than $200) and cannot be estimated or planned for in detail.

   b. This includes but is not limited to such items as: postage, FedEx/UPS, in-state travel to meet with FERC and/or DSOD, specialized computer usage such as GIS or CAD, and misc. meeting expenses.

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c. These costs will be billed monthly based on a percent complete basis as approved by the District's Project Manager in accordance with the amount specified in Section III of this, Revised Appendix Two.

G. Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate measured from the District Headquarters to Project site, if directed and authorized by the District. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model. Consultant's monthly invoices will be prepared in accordance with the terms of this Revised Appendix Two and the Revised 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.

H. 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.

I. 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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J. District's Project Manager will review invoice within five (5) working days of receipt, address any questions with Consultant's Project 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.

K. 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.

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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.

L. 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.

M. Consultant's attention is directed to Section IV of the Revised Standard Consultant Agreement regarding Fees and Payment and the corresponding retention clause.

N. 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 35 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. 8 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of the Revised Standard Consultant Agreement portion of this Agreement. The term of this Agreement expires **June 30, 2023**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.

2. Consultant has commenced performance of tasks listed in Appendix One and will perform as stated in Revised Appendix One of this Amendment No. 8 as of its effective date.

3. Consultant will perform and complete the Services described in Appendix One and Revised Appendix One, Scope of Services, in accordance with this Amendment No. 8 to the Agreement pursuant to the Project Schedule table as shown below that is based on the overall District Approved Project Plan schedule. 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 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 the 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, Section VII. Delays and Extensions.

6. District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as written administrative modification to the Agreement and such approval will be confirmed in writing.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

PROJECT SCHEDULE (REVISED)

Task	Description	Amendment No. 8 Effective Date
Tasks 101 thru 106 - Anderson Dam Seismic Retrofit Project		**Duration from Original Agreement (1/24/12)**
101	Project Management & Administration	11 years 5 months
102	Technical Review & Quality Control	11 years 5 months
103	Regulatory, Permitting & Environmental Coordination	11 years 5 months
104	Public Outreach	11 years 5 months
105	Board of Consultants Coordination	11 years 5 months
106	Supplemental Services for Anderson Dam Seismic Retrofit Project	Duration of Agreement
Tasks 107 thru 108 - Calero Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
107	PMC Services for Calero Dam Seismic Retrofit Project	9 years
108	Supplemental Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 - Guadalupe Dam Seismic Retrofit Project		**Duration from Amendment No. 2 (6/24/14)**
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	9 years
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
Tasks 109 thru 110 – Almaden Dam Improvements Project		**Duration from Amendment No. 6 2/28/17)**
111	PMC Services for Almaden Dam Improvements Project	6 years 4 months
112	Supplemental Services for Almaden Dam Improvements Project	Duration of Agreement

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AMENDMENT NO. 8 TO AGREEMENT A3555A
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 Appendix IV insurance requirement.

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

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

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

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

Certificates of Insurance

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

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

The certificates will:

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

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A3555A / CAS No. 4400

IMPORTANT: The agreement or CAS number must be included.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
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 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 A3555A / CAS No. 4400

   IMPORTANT: The agreement or CAS number must be included.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS

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.

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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 (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 (except for professional liability which is self insured) 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. None of Consultant's policies will have a deductible that exceeds $500,000.

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6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.

7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.

8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.

9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.

10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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AMENDMENT NO. 8 TO AGREEMENT A3555A
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)**	

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AMENDMENT NO. 7 TO AGREEMENT A3555A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH

This Amendment No. 7 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A3555A (Agreement) dated January 24, 2012, as amended by Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26, 2015, Amendment No. 4 dated July 15, 2016, Amendment No. 5 dated December 8, 2016, Amendment No. 6 dated February 28, 2017, between the SANTA CLARA VALLEY WATER DISTRICT (District) and BLACK AND VEATCH (Consultant), collectively the "Parties."

WHEREAS, the Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit Project (Project), supplemental services for the District's Calero Dam Seismic Retrofit Project and Guadalupe Dam Seismic Retrofit Project, and project management and supplemental services for the District's Almaden Dam Improvements Project; and

WHEREAS, the Agreement currently expires on February 27, 2019; and

WHEREAS, the Federal Energy Regulatory Commission, and Division Safety of Dams reviewed the 60% design of the Anderson Dam Seismic Retrofit Project and requested supplemental geotechnical investigations and analysis be performed for the spillway, in-reservoir borrow and stockpiles areas, outlet works, and embankment reconstruction design before proceeding with further design of the Project; and

WHEREAS, the additional investigation, analysis and design work will be performed pursuant to Agreement A3676A with URS Corporation. The additional work is scheduled for completion on June 30, 2022, the date Agreement A3676A expires; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to enable the Consultant to continue performing project management and supplemental services to complete pending work, and to coincide with the expiration of Agreement A3676A.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in Agreement A3555A, and notwithstanding anything to the contrary in the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6, District and Consultant hereby agree to amend the Agreement as follows:

1. Revised Appendix Three, Schedule of Completion, Section 1 is amended to state as follows:

   "This Agreement commences on the date specified in the introductory paragraph of the Agreement. This Agreement expires June 30, 2022 unless its term is

modified by a written amendment hereto, signed by both Parties prior to its expiration."

2. All other terms and conditions of the Agreement Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26. 2015, Amendment No. 4 dated July 15, 2016, Amendment No. 5 dated December 8. 2016, Amendment No. 6 dated February 28, 2017 not otherwise amended as stated herein remain in full force and effect.

This Amendment No. 7 may be executed in counterparts, and all counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original. Facsimile, e-mail with scanned signatures, or electronic signatures shall have the same legal effect as original or manual signatures if followed by mailing of a fully executed original to both Parties.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. SEVEN TO AGREEMENT A3555A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT	BLACK AND VEATCH
"District"	"Consultant"
By:	By:
Norma J. Camacho Chief Executive Officer	Dan Meyer Vice President
Date: 2/22/19	Date: Feb 20, 2019
	Firm Address: 2999 Oak Road, Suite 490 Walnut Creek, CA 94597

Cc: Project Manager
Consultant Contracts Services Unit
Project File

AMENDMENT NO. 6 TO STANDARD CONSULTANT AGREEMENT A355A BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH

SCVWD ENACTED COPY
Contract Administration Unit
AGMT: A3555A FILE: 4400

This Amendment No. 6 ("Amendment"), retroactively effective on March 1, 2017, amends the terms and conditions of Standard Consultant Agreement A3555A ("Agreement") dated January 24, 2012, Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26, 2015, Amendment No. 4 dated July 15, 2016, and Amendment No. 5 dated December 8, 2016 between SANTA CLARA VALLEY WATER DISTRICT hereinafter called ("District") and BLACK AND VEATCH hereinafter called ("Consultant"), collectively, the "Parties."

RECITALS

WHEREAS, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit (Project) during the planning and design phase; and

WHEREAS, the Parties desire to amend the Agreement for Consultant to continue performing project management services during the extended planning and design phase of the Project; and

WHEREAS, the Parties also desire to amend the Agreement to add Supplemental Services for the District's Calero Dam Seismic Retrofit Project and Guadalupe Dam Seismic Retrofit Project, as well as Project Management and Supplemental Services for the District's Almaden Dam Improvements Project; and

WHEREAS, the Agreement currently expires on February 28, 2017; and

WHEREAS, the Parties desire to amend the Agreement to extend its term; increase the Total Agreement Not-to-Exceed Amount to provide for additional compensation; and to modify the Project Schedule for Consultant's performance in consideration of the added scope and extended term.

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

1. Revised Appendix One, Scope of Services, is amended to add the tasks, subtasks and deliverables as set forth in the attached Revised Appendix One, Scope of Services and incorporated herein by this reference.

2. Revised Appendix Two, Fees and Payments, is amended to increase the Agreement Total Not-to-Exceed Amount to provide for compensation to Consultant for performing the tasks, subtasks, and deliverables as set forth in the attached Revised Appendix Two, Fees and Payments and incorporated herein by this reference.

3. Revised Appendix Three, Schedule of Completion, is amended to extend the term of the Agreement and revise the Project Schedule of the Agreement to provide sufficient time for Consultant to perform the tasks, subtasks, and deliverables as set forth in the

attached Revised Appendix Three, Schedule of Completion and incorporated herein by this reference.

4. Appendix Four, Insurance, is amended as set forth in the attached Revised Appendix Four, Insurance, incorporated herein by this reference.

5. All other terms and conditions of Agreement A3555A, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 not amended herein remain in full force and effect.

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SIGNATURES FOLLOW ON NEXT PAGE)

AMENDMENT NO. 6 TO AGREEMENT A3555A

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 6 TO AGREEMENT A3555A THROUGH THE SIGNATURE OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: _____
John Varela
Chair/Board of Directors

Date: 2/28/17

ATTEST:

_____
Michele L. King, CMC
Clerk/Board of Directors

BLACK & VEATCH
"Consultant"

By: _____
Dan Meyer
Vice President

Date: 2-21-17

Firm Address:

2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

This Revised Appendix One amends the current Revised Appendix One, Scope of Services as stated herein. This Revised Appendix One describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project) as well as for the District's Almaden Dam Improvements Project, the Calero Seismic Retrofit Project, and the Guadalupe Dam Seismic Retrofit Project.

I. PROJECT OVERVIEW (REVISED)

A. The Anderson Dam Seismic Retrofit Project (Project) was initiated in 2012 and is currently in the Design Phase. In December 2016, a Project update was presented to the District's Board of Directors, indicating that, as a result of geotechnical investigations completed in spring of 2016 and associated dam failure scenario analyses, a more extensive retrofit of the dam embankments is required to meet the Project objectives.

B. The Project Management services consultant (PMC) is responsible for the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives. The PMC will manage its team (as described below in Article III. Project Delivery Approach) to assist the District with:

1. Resolving the seismic deficiencies at Anderson Dam per the State of California Department of Water Resources, Division of Safety of Dams (DSOD)/ Federal Energy Regulatory Commission (FERC) standards and in a timely manner;

2. Meeting the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures as provided in Attachment 6 to this Revised Appendix One;

3. Meeting the requirements of applicable federal, state, and local laws and regulations required for Project delivery;

4. Meeting requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;

5. Providing a well-supported basis to address stakeholders' interests;

6. Providing the District's Board of Directors, FERC, and DSOD with the basis for approving the proposed Project. The proposed Project and alternatives will be developed by the Design Consultant in concert with direction provided by the District and input from the PMC.

II. PROJECT BACKGROUND (REVISED)

A. The District manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. This system includes 10 dams and surface water reservoirs, 3 water treatment plants, nearly 400 acres of groundwater recharge ponds and more than 275 miles of streams.

One of the District's most critical water supply facilities is the Anderson Dam/Reservoir. The State of California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) have jurisdictional oversight of Anderson Dam facilities.

Anderson Dam (Dam) is an earth-fill dam with a maximum height of about 240 feet. The crest is approximately 1,400 feet long and is 25 to 43 feet wide at approximately elevation 648 feet, NAVD88. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

Anderson Reservoir's capacity is approximately 90,400 acre-feet, and receives water through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The spillway is located on the north side of the dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The outlet works has the capability to release flows up to 550 cfs through a 49-inch diameter outlet pipe. The outlet works is also connected to the District's treatment plants via the District's in-county transmission system and is used to convey raw water to these plants for treatment. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline).

B. The Anderson Dam Seismic Retrofit Project (ADSRP) was initiated based on findings from the 2011 Seismic Stability Evaluation prepared for the District by the consulting firm of AMEC Geomatrix, Inc. This study indicated there was potential for seismically-induced slope instability and excessive deformation of the upstream and downstream sides of the dam due to potentially liquefiable alluvium and lower finer fill. Additionally, this study identified the potential for fault rupture to occur on the Coyote Creek Range Front faults that could damage the outlet works.

C. Planning for the ADSRP began in 2012. The District retained HDR Engineering, Inc. (HDR) to perform the planning phase. During planning, additional dam safety deficiencies were identified including the inadequate outlet works capacity to draw down the reservoir per DSOD requirements, and inability to safely pass

the Probable Maximum Flood (PMF), based on an updated PMF hydrologic analysis performed by HDR.

D. The Design Consultant, URS Corporation, DBA URS Corporation Americas, (now AECOM), was hired in 2013. The major Project design components identified in the planning phase included a new high level outlet, new low level outlet in an oversized tunnel, spillway and dam crest modifications, and upstream and downstream butresses to stabilize the embankment.

During the course of the design phase, additional dam safety deficiencies have been identified including embankment transition zone quality, fault rupture across the embankment, and potentially liquefiable soils in the upstream dam embankment. The Project is currently incorporating changes to the embankment design approach to mitigate these deficiencies.

The modified Project calls for the replacement of most of the existing dam with embankments that will meet modern dam safety and performance standards. Much of the material from the existing dam will be reused in the embankment reconstruction. The size of the reconstructed dam will be similar to that of the existing dam. The new dam cross-section will be a compacted, zoned embankment dam with a central impervious clay core. It would include both a triple-layer chimney and horizontal blanket filter/drain/transition zones and compacted gravel shells. These features would address the previously-described dam deficiencies. All the liquefiable material at the base and foundation of the dam will also be removed.

Because of the extensive earthwork to dismantle and rebuild the dam, the reservoir would be drained through two consecutive winters of construction. A diversion structure and appropriate construction staging and sequencing are being planned to minimize downstream flooding risk during these winter seasons. A detailed plan for reservoir operation during construction will also be developed.

III. PROJECT DELIVERY APPROACH (REVISED)

A. The District's Project delivery approach includes retaining four separate consulting firms as described below:

1. Project Management Consultant (PMC) firm, Black & Veatch, or (Project Management Team) has been retained to oversee and manage the delivery of the Project at the direction of the District.

2. The Planning Consultant (PC or Planning Team) firm, HDR Engineering, Inc., has been retained to perform preliminary engineering services and to develop the required environmental documents (Environmental Impact Report [EIR], Environmental Impact Statement [EIS]), and environmental regulatory permits in support of the Project. The Planning Consultant is

responsible for defining deficiencies in existing facilities, defining criteria that provide a basis for engineering solutions to address the deficiencies; development of conceptual engineering solutions that address the deficiencies; and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors ("Board").

3. The Design Consultant (DC or Design Team), URS Corporation, DBA URS Corporation Americas, has been retained to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase shall be negotiated with the Design Consultant prior to the construction phase.

4. The Construction Management Consultant (CM or Construction Manager) will be contracted to oversee the construction contract and coordinate with the Design Consultant during construction. The Construction Management Consultant will be procured prior to the construction phase.

B. Depending on several factors, such as availability of funding, satisfactory performance by the PMC, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of this Agreement term and subsequent Agreement term extensions to include Project Management services during the construction and closeout phases.

1. The performance criteria to be used by the District includes, but not limited to, the PMC's ability to deliver the technical and management work products, successful implementation of the District's QEMS procedures, record of providing effective stakeholder communication, and ability to guide quality and risk management functions. The District may also negotiate an amendment to this Agreement to include Project Management services for other dam seismic retrofit projects.

C. Regardless of the assessment by District of PMC's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope of services.

IV. PROJECT OBJECTIVES (REVISED)

A. The District's objectives for the ADSRP include:

1. Stabilize the dam embankment for the Maximum Credible Earthquake (MCE) on the Calaveras and Coyote Faults;

2. Mitigate the risk of embankment failure due to fault rupture;

3. Modify the existing spillway and/or raise the dam crest and make other modifications as required to accommodate the Probable Maximum Flood (PMF);

4. Replace the outlet works to mitigate the potential fault rupture risk from the MCE on the Coyote Creek-Range Front fault zone; meet current State of California Department of Water Resources, Division of Safety of Dams (DSOD) emergency drawdown flow requirements, and provide additional flood management flow requirements for District's use; and

5. Correct other dam safety deficiencies that are identified during the Design and Construction Phase of the Project.

B. The District's objectives for the Calero Dam Seismic Retrofit Project include:

1. Stabilize the Calero Dam embankments for the Maximum Credible Earthquake;

2. Modify or replace the outlet works if determined to be inadequate;

3. Modify the spillway or increase the freeboard of the Calero dams for safe passage of the Probable Maximum Flood (PMF);

4. Provide modifications that do not preclude potential future expansion of Calero Dam and reservoir to provide additional reservoir storage;

5. Remove or relocate the Bailey Ranch structures and breach Fellow's Dike; and

6. Incorporate other measures to address seismic and other deficiencies that are identified through the Project delivery process.

C. The District's objectives for the Guadalupe Dam Seismic Retrofit Project include:

1. Stabilize the Guadalupe Dam embankment to withstand a Maximum Credible Earthquake (MCE);

2. Implement improvements as necessary for the Dam system to safely pass the Probable Maximum Flood (PMF;)

3. Ensure that the outlet works and hydraulic control system meet the Division of Safety of Dams (DSOD) requirements;

4. Relocate the Guadalupe Dam intake structure out of the upstream berm in a timely manner; and

5. Incorporate other measures to address seismic and other dam safety deficiencies that are identified through the Project delivery process.

D. The District's objectives for the Almaden Dam Improvements Project include:

1. Provide the dam with a safe and reliable low-level outlet intended to mitigate deficiencies related to sediment accumulation and seismic stability of the existing intake tower;

2. Address insufficient capacity of the existing spillway to safely pass the design flood storm without overtopping the dam crest, and correct aging outlet works deficiencies; and

3. Remove DSOD reservoir restrictions to allow the District to return the reservoir to its normal operating condition.

E. The PMC is responsible for the delivery of the ADSRP by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives for the Project as follows:

1. Resolve the seismic deficiencies per DSOD/ Federal Energy Regulatory Commission (FERC) standards;

2. Meet the District's Dam maintenance and operational requirements;

3. Meet the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures and guidelines;

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 and FERC;

6. Result in the District's Board of Directors, FERC, and DSOD approving Project decisions.

F. The PMC is responsible for supporting the delivery of the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project, and the Almaden Dam Improvements Project by providing technical review of phase consultant deliverables and supporting the District's Project Managers as outlined in this Scope of Services.

V. GENERAL ASSUMPTIONS (UNCHANGED)

VI. GENERAL CONDITIONS (REVISED)

A. The PMC is required to work closely and collaborate with the Phase Consultants, District Management, and District engineering, environmental, operations, and maintenance staff to gain the necessary understanding of the District's requirements, needs, operational constraints and preferences, so as to address and complete key milestones and deliverables associated with the Project objectives.

B. The PMC is responsible for performing this Scope of Services in compliance with all applicable federal, state, local, and District regulatory standards and guidelines.

C. The PMC shall use California State Licensed Contractors, Engineers, and Surveyors to perform the work appropriate to their licensing that is described in this Scope of Services. The PMC shall make available upon request by the District, qualifications and licensing of personnel used in execution of the work.

D. The PMC shall use Microsoft Office software and versions of applications for word processing, spreadsheets, scanned documents, and the latest version of Computer Aided Drafting and Design (CADD) applications (if drawings/plans are included) that meets District software application standards used at the time the Project work starts.

E. The PMC shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.

F. Drawings shall comply with District's CADD and drafting standards (including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views).

G. CADD drawings prepared using different CADD software and versions must be converted to be compatible with District's CADD application. Prior to acceptance, District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the PMC.

H. Geospatial Information System (GIS) data and deliverables shall comply with the District's Standards for GIS products.

I. PMC shall follow the District's procedures and work instructions including the District's QEMS procedures and guidelines unless otherwise instructed by the District's Project Manager.

J. The District will facilitate access to District facilities as required for the PMC to complete this Scope of Services.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

VII. PROJECT TASKS (REVISED)

Project Tasks included in this Scope of Services are described in detail in this section. The task structure established for the original Agreement and Amendment No. 2 have been completely revised to appropriately consolidate services for the ADSRP and to add particular tasks relating only to the Calero Dam Seismic Retrofit Project, the Guadalupe Dam Seismic Retrofit Project and the Almaden Dam Improvements Project. As shown in the Revised Task Description table, multiple original tasks have been grouped into a single task; certain tasks have been renumbered; and new tasks have been added. Existing tasks have been modified as well as renumbered.

As of the effective date of this Amendment, all prior tasks shall be closed and new tasks and numbering as shown in the Revised Task Description table will be implemented. Unspent funds remaining in prior tasks shall be redistributed among new tasks based on the task breakdown presented in Revised Appendix Two Fees and Payments.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

REVISED TASK DESCRIPTIONS

Amendment 2		Amendment 6	
Task Number	**Task Description**	**Task Number**	**Task Description**
1	Project Management and Capital Project Delivery	101	Project Management and Administration
2	Coordination and Communication		
3	Administrative Work		
6	Agreements, Contracts and Services		
7	Implement Value Engineering/Constructability Review	102	Technical Review and Quality Control
8	Quality Assurance and Quality Control		
5	Stakeholder Engagement	103	Regulatory, Permitting & Environmental Coordination
4	Public Outreach	104	Public Outreach
9	Board of Consultants	105	Board of Consultants Coordination
10	Interim Safety Measures (Not Used)	-	Not Used
11	Supplemental Services	106	Supplemental Services for ADSRP
12	Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofits Project	107	PMC Services for Calero Dam Seismic Retrofit Project
		108	Supplemental Services for Calero Dam Seismic Retrofit Project
		109	PMC Services for Guadalupe Dam Seismic Retrofit Project
		110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project
-	NEW	111	PMC Services for Almaden Dam Improvements Project
-	NEW	112	Supplemental Services for Almaden Dam Improvements Project

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

Task 101—Project Management and Administration

The PMC will perform project management and capital project delivery tasks including but not limited to: updating the Project Plan and the Project Work Plan; preparing monthly Project reports; assisting with the preparation of the Change Management Memorandum; maintaining the Project Files; providing oversight management of the planning and design phase work; managing the transition reporting process between the phases of work for Project continuity; working with the District to obtain Stakeholder Engagement.

Task 101.A—Implement Capital Project Delivery

101.A.1 Assist the District's Project Manager in the preparation of project Change Management Memoranda (assume update twice per year)

101.A.2 Assist the District's Project Manager to update the Project Plan (assume update twice per year).

101.A.3 Track and manage the District-approved Project Plan.

101.A.4 Prepare annual updates to the Project Management Work Plan.

101.A.5 Routinely monitor and track schedule. Prepare quarterly updates to the Master Project Schedule.

101.A.6 Prepare annual updates to the Cost Management Plan.

Task 101.B—Provide Oversight Management for Planning Consultant's Scope of Services

101.B.1 Maintain open dialogue with the Planning Consultant (PC) to review the progress of the PC's scope of services and to address any questions or requests for information that may pertain to the PC's scope of services.

101.B.2 Conduct monthly management meetings on an as-needed basis with the Planning Consultant to review overall performance compared with the Planning Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

101.B.3 Respond to requests for information and/or clarification sent by the Planning Consultant that require District input for purposes of progressing the work.

101.B.4 Monitor Planning Consultant's progress to verify conformance to the Project Work Plan.

101.B.5 When requested, assist the District with the management of the Planning Consultant's Agreement.

Task 101.C—Provide Oversight Management for Design Consultant's Work

101.C.1 Maintain open dialogue with the Design Consultant to review the progress of work and to address any questions or requests for information that may pertain to the progress of the work.

101.C.2 Conduct monthly management meetings with the Design Consultant to review overall performance compared with the Design Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

101.C.3 Prepare for and conduct Design Review Workshops at the 30%, 60%, and 90% levels of design completion.

101.C.4 Respond to requests for information and/or clarification sent by the Design Consultant that require District input for purposes of progressing the work.

101.C.5 Monitor Design Consultant's progress to verify conformance to the Project Work Plan.

101.C.6 When requested, assist the District with the management of the Design Consultant's Agreement.

Task 101.D—Assist with the Preparation of the District Contract Administration System (CAS) Process Documents

101.D.1 Assist the District's Project Manager with the preparation of request for proposal documents for Phase Consultant scope of services agreements and amendments (preliminary and final) used for the District's CAS process (assume 2 documents in total).

Task 101.E—Communication's Plan

101.E.1 Provide annual updates of the Project Communication's Plan. Coordinate Plan updates with Tasks 101 and 105.

Task 101.F—Coordinate with District Management

101.F.1 Maintain routine contact and communication with the District's Project Manager including preparation and participation in weekly administrative and technical briefings (2 meetings per week).

101.F.2 Prepare Monthly Project Status Reports and participate in monthly meetings with the Water Utility Capital Division (WUCD) Deputy Operating Officer (DOO).

101.F.3 Conduct monthly environmental briefings with the District's Project Manager.

Task 101.G—Coordinate with District Operations and Maintenance (O&M) Staff

101.G.1 Solicit administrative and technical requirements from District O&M staff and verify that the requirements have been addressed.

101.G.2 Maintain liaison with District O&M staff as end user/customer.

101.G.3 Solicit O&M staff input during Value Engineering (VE) and constructability reviews.

101.G.4 Receive O&M staff input on potential safety concerns/considerations.

101.G.5 Conduct monthly Project briefings with District O&M staff.

Task 101.H—Coordinate with District Counsel

101.H.1 Meet with District Counsel and the District Project Manager to discuss documents relating to the Project, including the Project Construction Contract Documents. (Up to two meetings with District Counsel).

101.H.2 Provide technical input related to Project Management on legal issues, but not in a capacity that could be misconstrued to be providing legal advice.

101.H.3 Advise on third party contractual, and risk management issues related to project management functions under third party agreements.

Task 101.I—As Needed Project Management Support for District Project Manager

101.I.1 Provide project management, coordination, advice, and support to the District Project Manager on an as-needed basis. Level of effort for as-needed project management support assumed to be 8 hours per week for PMC Program Manager and PMC Deputy Program Manager, 1 hour per week for PMC Principal in Charge.

Task 101.J—As Needed Administrative Support for District Project Manager

101.J.1 The PMC will provide administrative support to the ADSRP PM on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. Level of effort for as needed administrative support assumed to be 12 hours per week for PMC Senior Project Administrator assumed.

Task 101.K—Establish and Maintain a Project-specific Document Control System

101.K.1 Prepare annual updates to the Document Control Management Plan.

101.K.2 Provide a Project-level file sharing system for transferring files to and from parties external to the District. The PMC plans to use the web service www.ibackup.com or other similar file transfer service.

101.K.3 Manage internal District files on the District's network (P drive) using a file structure approved by the District's Project Manager.

101.K.4 Implement hard copy filing system in District offices using a file structure that mirrors the District's P drive.

101.K.5 Prepare and distribute document control system reports and logs on request (assume twice per year)

Task 101.L—Maintain Project Correspondence and Meeting Logs

101.L.1 Maintain Project-level correspondence logs and meeting logs. Provide monthly updates of the tracking logs.

Task 101.M—Prepare and Present Reports to District Board of Directors (Board)

101.M.1 Prepare and make presentations on Project-level status reports to the District's management, internal stakeholders and Board (assume twice per year).

101.M.2 Assist with the preparation of agenda packages for Board meetings.

101.M.3 Assist with the preparation of Chief Executive Officer (CEO) bulletins.

101.M.4 Assist with the preparation of responses to Board questions.

101.M.5 Prepare meeting notes and action items.

Task 101.N—Develop and Prepare Risk Management Strategy

101.N.1 Prepare annual updates to the Project-specific Risk Management Plan.

101.N.2 Prepare and maintain a risk register that includes potential costs and schedule consequences to the Project and plans for mitigation.

101.N.3 Conduct risk review workshops with the Design Consultant and District staff at the 30%, 60%, and 90% levels of design completion.

101.N.4 Develop mitigation plans for key risks. For each risk item, document and manage the mitigation through the Design Phase of the Project. Develop probabilities of occurrence with cost and schedule consequences for key risks. Make recommendations to the District on key risks that cannot be effectively mitigated in Design.

a. Mitigation Plans for key risks will be developed for up to 6 items agreed to in discussion with the District. Mitigation Plans currently anticipated to include at a minimum: stability within the reservoir rim; diversion-related flood risks during construction; borrow source availability; unforeseen geologic conditions.

Task 101.O—Geospatial Information System (GIS) Integration and Standards

101.O.1 Provide annual updates to the GIS Management Plan.

101.O.2 Provide work instructions and training on GIS requirements to the Planning and Design Consultants, as required.

101.O.3 Verify compliance with the Project's GIS Data Management Plan, prepare annual plan updates to address the data needs of each Project phase, and ensure the data and GIS-based deliverables comply with the District's GIS Standards.

101.O.4 Develop and maintain GIS database of all Project data.

101.O.5 Provide GIS support in the preparation of presentation materials as well as specialized GIS-based analysis for the District's use.

Task 101 Assumptions

1. The Planning and Design Consultants will be responsible for updates to their individual Work Plans.
2. Not all routine and/or Project related electronic mail (E-mail) correspondence will be included in the Project-specific Document Control system or log. Documents will only be included when the preparer specifically transmits an electronic document or e-mail directly to PMC's Document Control for inclusion into the Project's document control system.
3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.
4. District is responsible for payment of all permit fees directly to the applicable agency.

Task 101 Deliverables

1. Project Plan updates.
2. Updates to the Project Management Work Plan and Cost Management Plan.
3. Cost reports.
4. Updates to the Master Schedule.
5. Mitigation Plans for Key Risks.
6. Updates to the Risk Management Plan.

7. Risk Register
8. Updates to the Project Communication's Plan.
9. Monthly Environmental Briefing Agendas.
10. Monthly Project Status Reports.
11. Board agenda packages and presentation materials.
12. Updated Document Control Plans.
13. Updated GIS Management Plans.
14. GIS database for Project data.
15. Document control system reports and logs.
16. Correspondence and meeting logs.
17. Draft and final agendas for Monthly Management Meetings and Design Review Workshops.
18. Draft and final meeting records (notes and action items) from Monthly Management Meetings and Design Review Workshops
19. Letters of transmittal and/or memoranda transmitting information and/or providing clarifications to questions or information requests made by the Phase Consultants.

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Task 102—Technical Review and Quality Control

PMC will perform technical review and provide quality assurance and quality control of its deliverables and those of the Planning and Design Phase Consultants to ensure compliance with Agreement requirements, the District's QEMS, and technical requirements of the work. PMC will also perform Value Engineering (VE) and Constructability reviews.

Task 102.A—Maintain a Quality Assurance and Quality Control (QA/QC) Plan

102.A.1 Maintain a Project QA/QC Plan in accordance with District requirements. Update the QA/QC Plan on an annual basis to reflect any changes in process and/or technical work subject to compliance with the Plan.

102.A.2 Conduct annual audits of Project Management, Planning Phase, and Design Phase Consultant's Compliance with the requirements of the QA/QC Plan. Prepare brief memoranda that summarize outcomes of the audits.

Task 102.B—Review Project Management Consultants' Deliverables for Compliance and Quality

102.B.1 Provide independent technical review of all PMC's deliverables in accordance with the requirements of the QA/QC Plan. Review must verify compliance with the terms and conditions of this Agreement and the District's QEMS. In addition, review shall evaluate the soundness of technical content and any recommendations contained in the deliverables.

Task 102.C—Review Planning Phase Consultant's Project Deliverables

102.C.1 Review Planning Consultant's Project deliverables according to the Planning Consultant's Agreement with the District to verify conformance to the agreed-to scope of services. Review shall include the following:

a. Verify that deliverables conform to the District's QEMS and Project Requirements.

b. Verify that deliverables meet quality, schedule, and budget objectives.

c. Coordinate with District staff and provide consolidated comments to the Planning Consultant on its work products.

102.C.2 Review of Planning Consultant deliverables will include an initial cursory review of in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL submittals including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resources, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section

404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice-of-Completion, Newspaper Notice, Notice of Intent for NEPA, EA Notice of Availability, EA Newspaper Notice, Federal Register Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 102.D—Review Design Phase Consultant's Engineering Deliverables

102.D.1 Review Design Phase Consultant's Project deliverables according to the Design Consultant's Agreement with the District to verify conformance to the agreed-to scope of services.

a. Verify that deliverables conform to the District's QEMS and Project Requirements.

b. Verify that deliverables meet quality, schedule, and budget objectives.

c. Coordinate with District staff and provide consolidated comments to the Design Consultant on its work products.

102.D.2 Review of Design Consultant deliverables will include an initial cursory review of all in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including review of the following documents: Geotechnical Data Report, Embankment Stability, Embankment Deformation and Settlement Analyses, Foundation and Embankment Seepage, Geotechnical Baseline Report, Reservoir Operations, Material Development and Handling, Cofferdam, Basis of Design Report, Civil, Road and Utilities technical memoranda, Construction Sequencing Plan, Comment Resolution Document, Bid Sheet, Construction Permit Framework Document, Commissioning, Training and Maintenance Plan, Design to Construction Phase Transition Report.

102.D.3 Review of Design Consultant design submittal deliverables will include review and written comments the DRAFT, REVISED DRAFT and FINAL SUBMITTALS. [30%, 60%, and 90% Plans, Specifications, and Estimates (PS&E) submittals].

Task 102.E—Technical Consultation and Support

102.E.1 The PMC will provide technical consultation, advice, and support to the ADSRP's District Project Manager on an as-needed basis.

Task 102.F—Arrange and Conduct Value Engineering (VE) Sessions

VE session will include 6 technical experts selected by the PMC including a facilitator and will include 40 hours per participant for background review of Project documents, 3 day workshop including site visit and preparation and submittal of a technical report summarizing recommendations. The VE session will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.

102.F.1 Conduct a VE session of the proposed statement of work during the Design Phase.

102.F.2 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.

Task 102.G—Arrange and Conduct Constructability Reviews

Constructability Reviews will include 4 construction management professionals or contractors selected by the PMC and will include 40 hours per participant for background review of Project documents, 2 day workshop including site visit and preparation and submittal of a technical report summarizing recommendations.

102.G.1 Conduct Constructability Reviews at the 60%, design completion milestone.

102.G.2 Prepare draft and final Constructability Review Memoranda.

Task 102.H—Independent Contractor Style Cost and Schedule Estimate

102.H.1 Perform an independent, bottom up, contractor style cost and schedule estimate including sequencing of all construction packages and activities.

102.H.2 Prepare report summarizing result of analysis.

Task 102.I—Potential Failure Mode Analysis Workshop

102.I.1 Facilitate a Potential Failure Mode Analysis (PFMA) following submission of 60% design documents following FERC guidelines to identify failure modes of the proposed retrofit project to inform design. The PFMA shall be two days in length not including one day to review applicable Project information and a half-day site visit for attendees.

102.I.2 Prepare a report summarizing the results of the workshop.

Task 102.J—Construction PFMA Workshop

102.J.1 Facilitate a Construction Potential Failure Mode Analysis (PFMA) following submission of 30% design documents to identify failure modes of the proposed retrofit Project during construction to inform design and sequencing

of the work. The Construction PFMA shall be one day in length not including a half-day site visit for attendees.

102.J.2 Prepare a report summarizing the results of the workshop.

Task 102 Assumptions

1. Phase Consultants are responsible for their own quality control of their services including deliverables. PMC has an oversight function to verify Phase Consultants are following their established QA/QC procedures.
2. Value Engineering and Constructability Review sessions will be conducted in District offices or otherwise as directed by District.

Task 102 Deliverables

1. Annual updates to the Project QA/QC Plan;
2. Compliance audit memoranda; and
3. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables.
4. A Value Engineering session agenda and session.
5. A Value Engineering draft and final report.
6. Constructability review session agenda and session.
7. Constructability Review Memoranda, draft and final
8. Contractor Style Cost and Schedule Estimate
9. PFMA Report
10. Construction PFMA Report

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Task 103— Regulatory, Permitting & Environmental Coordination

PMC will assist the District with the regulatory, permitting and environmental coordination efforts with input from Phase Consultants and the District.

Task 103.A—Stakeholder Engagement Plan

103.A.1 Provide annual updates to information contained in the Stakeholder Engagement Plan.

Task 103.B—Develop, Track and Monitor Stakeholder Issues

103.B.1 Maintain the stakeholder database that includes key contact information and records outcomes of discussions and needs for follow-up and actions on the part of the District.

103.B.2 Log, process, and track all stakeholder correspondence.

103.B.3 Assist in tracking stakeholder issues.

Task 103.C—Coordinate with DSOD and FERC

PMC will coordinate with the DSOD and FERC as follows:

103.C.1 Participate in regular coordination meetings with District staff and representatives of the DSOD and FERC. Prepare and distribute meeting records, including key discussion points and action items (assume every 2 months).

103.C.2 Facilitate and coordinate comment responses with the DSOD and FERC on key work products.

103.C.3 Attend quarterly meetings with DSOD and/or FERC staff at their offices to review key work products. Prepare slide deck, and maintain meeting records that summarize key discussion points and action items.

103.C.4 Prepare draft correspondence to DSOD/FERC.

103.C.5 Maintain coordination/liaison with FERC Regional Engineer.

103.C.6 Maintain coordination/liaison with DSOD Regional Engineer.

Task 103.D—Coordinate with Environmental Resource Agencies

When requested by the District:

103.D.1 Coordinate work with Federal Emergency Regulatory Commission Division of Hydropower Administration and Compliance (FERC DHAC), Army Corps of

Engineers (COE), National Marine Fisheries (NMFS), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB).

103.D.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed.

103.D.3 Prepare draft correspondence for District use.

103.D.4 Prepare draft agreements with environmental resource agencies, as required.

103.D.5 Participate in Project-level meetings with environmental resource agencies (see assumption 2 below).

103.D.6 Work with the Planning Consultant to develop a resource agency contact database.

103.D.7 Maintain coordination/liaison with agency representatives.

Task 103.E—Assist with the District's Non-Environmental Regulatory Permit Application to State, Local, and Other Agencies

PMC will provide support to the District as follows:

103.E.1 Prepare and maintain a permit database including list of agency contacts, types of application forms, and target milestones for acquiring permits. Administrative and encroachment permits could be required from the City of Morgan Hill, County of Santa Clara Roads and Airports Department, County of Santa Clara Parks and Recreation Department, and similar municipal type agencies.

103.E.2 Support the District with permit applications by providing technical information and documentation in support of permits, as requested.

103.E.3 Support District in preparation of various agency agreements, such as could be required for utility service in support of construction; utility relocation or accommodation; and real estate acquisition.

103.E.4 Review and comment on agency work products such as studies, reports, technical memoranda and contract documents and incorporate status in meetings with District management.

Task 103 Assumptions

1. DSOD meetings will be conducted in Sacramento, California in one day that includes both meeting participation and travel to and from District offices. For the FERC meetings, these meetings shall be conducted in San Francisco for a total

of six hours that includes both meeting participation and travel time to and from District offices.

2. Meetings with each of the environmental resource agencies (FERC DHAC, COE, NMFS, USFWS, CDFW and RWQCB) will be held up to twice per year. These meetings will be conducted either by conference call or at locations approved by the District's Project Manager in half a day, including travel time to and from District offices.

Task 103 Deliverables

1. Permit database
2. Updates to the Stakeholder Engagement Plan
3. Stakeholder Database
4. Draft correspondence
5. Draft Phase Consultant Agreements
6. Meeting records
7. Stakeholder comment tracking logs
8. Stakeholder correspondence log

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Task 104—Public Outreach

PMC's role will be to support the District's public outreach/public relations staff, in relation to coordination, preparation and participation in the public outreach activities upon request.

Task 104.A—Participate in Public Outreach Planning and Implementation

104.A.1 Assist the District in preparing for public outreach planning and implementation.

Task 104.B—Make Presentations

104.B.1 Assist with the development of presentations to be made by District staff or Phase Consultant (assume 2 presentations per year).

104.B.2 Attend public workshops and meetings as requested (assume 2 workshops or meetings per year).

Task 104.C—Support District Staff

104.C.1 Prepare materials for District newsletters to the public (assume 1 newsletter per year).

104.C.2 Assist in developing responses to questions (assume 2 meetings per year).

104.C.3 Prepare meeting summaries and notes (assume 2 meetings per year).

104.C.4 Prepare graphics, and other materials for District public information workshops not attended by the PMC (assume 1 workshop per year).

Task 4 Assumptions

None

Task 4 Deliverables

1. Draft newsletters or figures for District use.

2. Draft and final presentation materials for public meetings or workshops.

3. Meeting summary and notes from public meetings or workshops.

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Task 105—Board of Consultants Coordination

Task 105.A—BOC Contract Management

PMC shall coordinate contract management for all four members of the BOC.

Task 105.B—Coordinate work of the BOC

PMC shall coordinate the work of BOC with the District, FERC, DSOD, and Design Phase Consultant staff. At key milestones, other duties shall include, but may not be limited to the following:

105.B.1 Scheduling of informal and formal BOC meetings, including sending Outlook Calendar invitations and securing District or other meeting rooms and audio/visual equipment, as required.

105.B.2 Meeting agendas.

105.B.3 Preparation and distribution of BOC meeting packages, presentations including technical memoranda, reports, and plans and specifications, etc.

105.B.4 "Hosting" of the meetings at District facilities.

105.B.5 Preparation of the draft and final meeting record of key discussion topics, comments, actions, items and/or outcomes.

105.B.6 Preparation of initial response to the BOC comments with input from the Design Consultant.

105.B.7 Preparation of initial draft response letter to the BOC comments, and incorporation of changes after review by District staff.

105.B.8 Distribution of the District's official response to the BOC comments.

Task 105 Assumptions

1. BOC will function in accordance with FERC requirements.
2. BOC will provide input at key Project milestones. During the term of this Agreement, up to eight formal BOC meetings and up to twelve informal BOC meetings will be held. Formal BOC meetings will be conducted for two days and informal BOC meetings for half a day.
3. One additional BOC meeting near the 60% Design milestone will include a Potential Failure Mode Analysis Workshop (PFMA), in which the BOC members will participate. The PFMA workshop will be conducted for two days not including a one day review of applicable project information.

4. Technical presentation materials for BOC meetings will be prepared by the Design Phase Consultant.
5. BOC meetings will be held at District offices or as otherwise directed by District.

Task 105 Deliverables

1. Task Order Agreements for services required of members of the BOC.
2. Draft and Final Meeting Agenda for informal and formal BOC meetings.
3. BOC meeting packages consisting of technical work products developed for the Project.
4. BOC meeting presentation materials consisting of PowerPoint slides and/or handouts for review at the informal and formal BOC meetings.
5. Draft and Final Preparation of BOC meeting records.
6. Preparation of District responses to BOC comments on technical work products.

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Task 106—Supplemental Services for ADSRP

A. The District may require and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical review of detailed design, public outreach, risk management, GIS, stakeholder engagement, Board of Consultants, additional workshops/review meetings, or other unanticipated support tasks requested by the District.

Tasks 107 through 112 -- Calero and Guadalupe Seismic Retrofit Projects and Almaden Dam Improvements Projects

As stated in Amendment No. 2 to the Agreement, Article III., Project Delivery Approach, the District may consider amending the Agreement to include Project Management services for other dam seismic retrofit projects. This Amendment No. 6 adds PMC tasks for the planning and design phases of the Calero and Guadalupe Dams Seismic Retrofit Projects and the Almaden Dam Improvements Project.

Task 107—PMC Services for Calero Seismic Retrofit Project

Task 107.A—Review Deliverables from Design Consultant

The PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District. Technical review shall include technical review of the deliverable, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables:

> Project Base Map, Geotechnical Data Report, Geotechnical Design, Geotechnical Baseline Report, Configuration Resolution TM, Design Criteria TM, Main and Auxiliary Dam TMs, Construction Materials Development and Handling TM, Outlet System Hydraulic and Operational Analysis TM, Spillway Evaluation TM, Outlet-works Design TM, Reservoir Operations TM, Temporary Cofferdam TM, Fellows Dike TM, Instrumentation TM, Civil, Roads and Utilities TM, 30% Plans and Specs, Class 4 Cost Estimate, 60% Plans and Specs, Class 3 Cost Estimate, 90% Plans and Specs, Class 2 Cost Estimate. Design to Construction Phase Transition Report, QC Comment Resolution TM, 100% Plans and Specs and Cost Estimate.

Task 107.B—Technical Consultation and Support

The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. The level of effort is estimated at 4 hours per week by PMC Senior Engineer and 8 hours per week by PMC Associate Engineer for 2 years.

Task 107.C—Administrative Support

The PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per week by PMC Senior Project Administrator for 2 years.

Task 107.D—Permitting Support

The Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Calero Dam, including compliance with the California Environmental Quality Act (CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice of Completion, Newspaper Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 107.E—Contractor Prequalification

The PMC will support the District's general contractor prequalification. Prequalification of subcontractors and protests are not assumed in this scope.

1. Prepare prequalification documents including a questionnaire to prequalify General Contractors for the Project.

2. Support the District in advertising and distributing the prequalification application.

3. Review contractor prequalification packages and prepare a list of prequalified firms for District approval.

4. The PMC shall support the District making an open national solicitation to qualified general contractors six months and two months prior to the bid date.

Task 107.F—Development of Independent Contractor Style Cost and Schedule Estimate

PMC will perform an independent contractor style cost and schedule estimate including sequencing of all construction packages and activities and prepare report summarizing result of analysis

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Task 107 Assumptions

1. Administrative support will be 8 hours per week on average.
2. Technical support will be 12 hours per week on average not including review of deliverables.

Task 107 Deliverables

1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables.
2. Contractor Style Cost and Schedule Estimate.
3. Contractor Prequalification Questionnaire and process support.
4. List of prequalified firms.

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Task 108—Supplemental Services for Calero Dam Seismic Retrofit Project

A. The District may require and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis

    2. The schedule for completing the Supplemental Services Task Order; and

    3. PMC key staff and classifications that will be assigned to complete the Supplemental Services

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

    1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

    2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

Task 109—PMC Services for Guadalupe Dam Seismic Retrofit Project

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services shall be performed for the planning and design of the Guadalupe Dam Seismic Retrofit Project.

Task 109.A—Review Deliverables from Design Consultant

109.A.1 The PMC will support the District PM with technical reviews of the following Design Consultant's deliverables within the time frame specified by the District:

Revised Geotechnical Data Report, Geotechnical Design Report, Geotechnical Baseline Report, Design Criteria TM, Outlet Hydraulics and Operational Analysis TM, Outlet Works TM, Reservoir Operations TM, Embankment Evaluations TM, Materials Development and Handling TM, Temporary Cofferdam TM, Instrumentation TM, Civil, Roads and Utilities TM, Existing Spillway Structure TM, 30% Design & Cost Estimate, 60% Design & Cost Estimate, 90% Design & Cost Estimate, Commissioning and Training Plan, CM, Testing & Inspection Plan, Design to Construction Phase Transition Report.

109.A.2 Technical review shall include technical review of the deliverables, development of a quality review form (QRF) assembling comments from PMC and District staff, attending meetings in person or via teleconference to discuss comments, and back-checking comments in revised deliverables.

Task 109.B—Technical Consultation and Support

The PMC will provide technical consultation, advice, and support to the District Project Manager on an as-needed basis. 4 hours per week by PMC Senior Engineer and 8 hours per week by PMC Associate Engineer assumed for 2 years.

Task 109.C—Administrative Support

The PMC will provide administrative support to the District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 8 hours per week by PMC Senior Project Administrator for 2 years.

Task 109.D—Permitting Support

The Guadalupe Dam Seismic Retrofit Project Planning Consultant is responsible for conducting environmental studies and obtaining environmental permit applications for Guadalupe Dam, including compliance with the California Environmental Quality Act

(CEQA) and the Santa Clara Valley Habitat Plan (VHP) requirements. The PMC shall review and provide written comments on Draft permit applications, draft CEQA documentation including review of the following documents: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Notice of Availability, Notice of Completion, Newspaper Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

Task 109.E—Contractor Prequalification

The PMC will support the District's general contractor prequalification. Prequalification of only General Contractors and protests are not assumed.

1. Prepare prequalification documents including a questionnaire to prequalify General Contractors for the Project.

2. Support the District in advertising and distributing the prequalification document.

3. Review contractor prequalification packages and prepare a list of prequalified firms for District approval.

4. The PMC shall support the District making an open national solicitation to qualified general contractors six months and two months prior to the bid date.

Task 109.F—Development of Independent Contractor Style Cost and Schedule Estimate

PMC will perform an independent contractor style cost and schedule estimate including sequencing of all construction packages and activities and prepare report summarizing result of analysis

Task 109 Assumptions

1. Administrative support will be 8 hours per week on average.
2. Technical support will be 12 hours per week on average not including review of deliverables

Task 109 Deliverables

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1. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables.
2. Contractor Style Cost and Schedule Estimate
3. Contractor Prequalification Questionnaire and process support
4. List of prequalified firms

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Task 110—Supplemental Services for Guadalupe Dam Seismic Retrofit Project

A. The District may require and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for environmental permitting, technical reviews, value engineering workshop, constructability reviews, GIS database development and maintenance, potential failure mode analysis workshops, development and management of project risk registers, or other unanticipated support tasks requested by the District.

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Task 111—PMC Services for Almaden Dam Improvements Project

As per Article III., Project Delivery Approach, the District may include in the scope of this Agreement, Project Management services for other dam seismic retrofit projects. The following services will be performed for the planning and design of the Almaden Dam Improvements Project.

Task 111.A—Administrative Support

The PMC will provide administrative support to Almaden's District Project Manager on an as-needed basis. Administrative support may include document control, physical and electronic filing, development and maintenance of tracking logs, report reproduction, recording and publishing meeting minutes. The estimated level of effort is 4 hours per week by PMC Senior Project Administrator for 2 years.

Task 111.B—Review Engineering Deliverables from Almaden Consultant

When requested by the District, the PMC shall provide review and written technical comments on an as-needed basis for the following Almaden Consultant's deliverables within the time frame specified by the District:

111.B.1 Planning Phase: Problem Definition Report, Feasible Alternatives Report, Planning Study Report.

111.B.2 Design Phase: Geotechnical Work Plan, Geotechnical Data Report, Design Criteria Memorandum, Outlet System & Hydraulic/Operational & Maintenance Analysis Technical Memorandum, Canal System/Operational & Maintenance Analysis Technical Memorandum, Spillway Hydraulics Technical Memorandum, Canal Hydraulics Technical Memorandum, Embankment Stability Analysis Technical Memorandum, Canal Embankment Stability Analysis Technical Memorandum, Seepage Analysis Technical Memorandum, Outlet Works Design Technical Memorandum, Canal Design Technical Memorandum, Reservoir Operations Technical Memorandum, Materials Development & Handling Technical Memorandum, Cofferdam Technical Memorandum, Basis of Design Report, Civil, Road & Utilities Technical Memorandum, and 50% Design Documents.

Task 111.C—GIS Database Development and Maintenance

The PMC will develop a GIS Database for the Almaden Dam and Reservoir aggregating existing project information into a single, spatially arranged database system to facilitate future analysis and decision making. The database will be accessible through a password-protected web interface and access provided to the District. The structure of the database will allow future information to be easily integrated.

Task 111.D—Value Engineering & Design Support

VE session will include 6 technical experts selected by the PMC including a facilitator and will include 40 hours per participant for background review of project documents, 3 day workshop including site visit and preparation and submittal of a technical report summarizing recommendations. The VE session and will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.

111.D.1 Conduct a VE session of the proposed scope of work during the Design Phase.

111.D.2 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.

111.D.3 Constructability Workshops are being conducted by the Almaden Consultant. Attend and provide technical support during the Constructability Workshops for the 50% and 90% Design Documents.

Task 111 Assumptions

1. Value Engineering and Constructability Review sessions will be conducted in District offices or as District otherwise directs and include a respective site visit.
2. Constructability review shall be 1 day duration at each milestone and include 32 hours per PMC participant for background review of project plans and specifications. 2 PMC participants assumed.

Task 111 Deliverables

1. Administrative: Physical and electronic tracking logs and meeting minutes.
2. Quality Review Form (QRF) Forms documenting comments on Planning, Design, Environmental and Permitting Phase deliverables.
3. A Value Engineering session agenda.
4. A Value Engineering draft and final report.
5. GIS Database.

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Task 112—Supplemental Services for Almaden Dam Seismic Improvements Project

A. The District may require and PMC will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, PMC must obtain written authorization in the form of a Task Order (see Revised Attachment Three – Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

B. Details of the specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work

C. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based on 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 total price for PMC to complete the Supplemental Services Task Order on a Time and Materials Basis

2. The schedule for completing the Supplemental Services Task Order; and

3. PMC key staff and classifications that will be assigned to complete the Supplemental Services

D. The Supplemental Services Task Order fees will not be exceeded by the PMC without prior written authorization from the District's Deputy Operating Officer.

E. Under no circumstances will PMC commence the Supplemental Services until:

1. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputy Operating Officer; and

2. The PMC receives a Task Order Notice-To-Proceed from the District's Project Manager.

F. Possible Supplemental Services may include but are not limited to greater than planned effort required by the PMC for administrative support, environmental permitting, technical reviews, project management services, independent cost and schedule estimate, contractor prequalification, development and management of project risk registers, or other unanticipated support tasks requested by the District.

VIII. ADDITIONAL TERMS AND CONDITIONS (REVISED)

A. The Consultant as Independent Contractor

1. The Consultant shall perform all Services as an independent contractor and not an agent or employee of District.

2. The expertise and experience of the Consultant are material considerations for District's award and execution of this Agreement. The Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of the 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. The Consultant's General Responsibilities

1. Standard of Care

a. The Consultant and its Subconsultants must perform services in accordance with those standards of care that are generally recognized as being used by competent persons in the Consultant's area of specialty in the State of California.

b. The Consultant and its Subconsultants 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, the Consultant must provide its services and deliverables as required.

3. The Consultant shall provide staff designated in Revised Attachment One, Consultant's Key Staff and Subconsultants. Any designated staff changes proposed by Consultant must be approved at the administrative staff level by the District Representative.

4. Consultant's Project Manager and full-time contract staff will be located with District Water Utility Capital Division staff at District Headquarters to the extent defined in Revised Attachment One to Revised Appendix One.

C. Confidentiality

Due to the nature of the services the Consultant will provide pursuant to this Agreement, Consultant, its subcontractors, and its Subconsultants are required to execute a Non Disclosure Agreement (see Revised Attachment Three). 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, expiration, or termination of the Agreement.

D. Project Management

1. Michael Mooers, Associate Engineer, District Dam Safety Unit, is the District's Project Manager.

2. The Program Manager for Consultant is as indicated in the Revised Attachment One to Revised Appendix One, and is also responsible for managing the schedule and the coordination of the phase consultants.

3. The District's Project Manager or his designee is the only person authorized to accept the 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 the Consultant by the District Project Manager, the Consultant shall 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 the 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 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 authorized representatives of both Parties.

3. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District 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 is does not currently have nor has had in the past three (3) years, a financial relationship with any of the organizations that the Consultant is assisting the District with their oversight management, that could impact the Consultant's ability to provide independent and impartial services to the District:

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 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.

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:

   a. For any contract to be awarded for the design or construction of any project that is related to the services provided under this Agreement; or

   b. 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.

   c. The Consultant and its sub-consultants referenced in Revised Attachment One to Revised Appendix One are precluded from proposing and/or contracting with the District for any professional service listed in this Revised Appendix One, Article III., Project Delivery Approach, section A. above. However, subcontractors, vendors, and/or suppliers providing non-professional services for this Agreement, such as but not limited to photocopying services, photography services, lab testing, soil borings, or other technically-related services may propose and/or contract with prime consultants or the District for each of the separate professional services referenced in Article III., Project Delivery Approach, section A. above.

G. Term & Termination

This paragraph G., Term and Termination and the following paragraph H., Consultant's Compensation Upon Termination or Suspension, of Article V. Additional Terms and Conditions, replaces paragraph #2. 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 the Consultant is responsible to provide within the time limits and not-to-exceed amount set forth herein. The Consultant shall 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 the Consultant, suspend any or all services pursuant to this Agreement. District may subsequently terminate this Agreement 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 the Consultant, terminate all or part of this Agreement at any time for District's convenience. Upon receipt of such notice, the Consultant shall immediately cease all work as specified in the notice. If this Agreement is so terminated, the Consultant shall be compensated as set forth in Section H., Consultant's Compensation Upon Termination of Suspension, referenced below.

   c. Termination for Breach: If The Consultant violates any of the covenants, agreements or stipulations of this Agreement, or if The Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, 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 by giving written notice to the Consultant of such termination. Such notice will specify the effective date thereof, and the Consultant shall 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, it is determined that the Consultant did not breach the Agreement, the termination will be deemed to have been effected for District's convenience, and the Consultant shall 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 any Task Order.

H. Consultant's Compensation Upon Termination or Suspension

1. In the event of termination of this Agreement, or suspension of services by District, the Consultant shall receive compensation based on satisfactory performance, accepted by the District Project Manager, as follows:

a. For Direct Labor—The 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—The 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.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX ONE
SCOPE OF SERVICES

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 under this Agreement shall file in a manner prescribed by the District an 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 under this Agreement.

2. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services under this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District an amendment to their Form 700 anytime there is a change to their disclosure information.

3. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services under 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 under 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.

   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).

c. 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 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.

5. 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 herein or by the District is deemed a material breach and may result in termination of the Agreement for cause.

J. District Quality Environmental Management System (QEMS) Awareness (See Revised Attachment Five, QEMS Fact Sheet)

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), subcontractor(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 shall 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 the 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. The Consultant shall not communicate with the media regarding any such matter.

L. 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
Fax: 408-979-5656
Phone: 408-630-3126

Consultant:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Dan Meyer, Senior Vice President
West Region Managing Director
E-mail: meyerdw@bv.com
Fax: 925-949-5902
Phone: 602-381-4417

M. 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 communicate and interact with the members of the public in a polite and professional manner.

N. Appendix One 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 Attachment Two—Dispute Resolution
Revised Attachment Three—Task Order Template
Revised Attachment Four—Non-Disclosure Agreement
Revised Attachment Five----QEMS Fact Sheet

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to this Project are as follows:

Team Member	Project Role	Contact Information
Chris Mueller	Project Director/PIC	MuellerCG@bv.com (913) 458-9862
Brian Gettinger	Program Manager/Project Manager	GettingerBC@bv.com (913) 458-3236
Brian Hubel	Engineering Oversight Manager	HubelB@bv.com (925) 949-5929
Jeff Bair	Constructability Reviews & Value Engineering	BairJM@bv.com (412) 269-5733
Ray Brainard	Construction Oversight Manager	BrainardRC@bv.com (913) 458-3079

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 Subconsultants agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

The following sub-consultants are authorized to work on this Project:

Firm	Project Role
Schaaf & Wheeler	Engineering Support Permitting Contract Management
Avila and Associates	Project Controls
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight
Live Oak Associates, Inc.	Environmental Oversight
Parikh Consultants, Inc.	Geotechnical
M Pauletto and Associates, LLC	Quarries & Heavy Construction
Jack Cassidy	Board of Consultants
Lloyd Cluff	Board of Consultants

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role
Ray Seed	Board of Consultants
GEI, specifically the services of Steve Verigin	Board of Consultants

Contact information for the above listed Sub-Consultants is as follows:

Expertise: Engineering Support, Permit Acquisition Support, Contract Management			
Firm:	**Schaaf & Wheeler**	Contact:	Andrew Sterbenz
Address:	3 Quail Run Circle, Ste. 101, Salinas, CA 93907	Phone:	(831) 883-4848 x404
		E-mail:	asterbenz@swsv.com

Expertise: Project Controls			
Firm:	**Avila & Associates**	Contact:	Ernie Avila
Address:	712 Bancroft Road, Suite 333 Walnut Creek, CA 94598	Phone:	(925) 673-0549
		E-mail:	eavila@avilaassociates.com

Expertise: Environmental Oversight			
Firm:	**Live Oak Associates, Inc.**	Contact:	Rick Hopkins
Address:	6840 Via Del Oro Suite 220 San Jose, CA 95119	Phone:	(408) 224-8300
		E-mail:	rhopkins@loainc.com

Expertise: Public Outreach & Stakeholder Involvement			
Firm:	**Creighton & Creighton**	Contact:	Jim Creighton
Address:	P.O. Box 1030 Los Gatos, CA 95031	Phone:	(408) 354-80011 Mobile (408) 348-6555
		E-mail:	jim@publicparticipation.com

Expertise: Geotechnical			
Firm:	**Parikh Consultants, Inc.**	Contact:	Gary Parikh
Address:	2360 Qume Drive, Suite A San Jose, CA 95131	Phone:	(408) 452-9000
		E-mail:	gparikh@parikhnet.com

Expertise: Quarries & Heavy Construction			
Firm:	**M Pauletto and Associates, LLC**	Contact:	Mike Pauletto
Address:	11204 NW 37th Court Vancouver, WA 98685	Phone:	(360) 921-4172
		E-mail:	mike@mpauletto.com

Expertise: Board of Consultants (Hydrology & Hydraulics)			
Firm:	**Jack Cassidy**	Contact:	Jack Cassidy
Address:	2884 Saklan Indian Drive Walnut Creek, CA 94595	Phone:	(925) 933-5994
		E-mail:	jjcassidyhydro@comcast.net

Expertise: Board of Consultants (Geosciences)			
Firm:	**Lloyd S. Cluff**	Contact:	Lloyd Cluff
Address:	33 Mountain Spring Avenue San Francisco, CA 94114	Phone:	(415) 564-9371
		E-mail:	lloydcluff@gmail.com

Expertise: Board of Consultants (Dam Geotechnical)			
Firm:	**Raymond B. Seed**	Contact:	Prof. Ray Seed
Address:	University of California, Department of Civil and Environmental Engineering 423 Davis Hall Berkeley, CA 94720	Phone:	(510) 643-8438
		E-mail:	seed@ce.berkeley.edu

Expertise: Board of Consultants (Dam Engineering)			
Firm:	**GEI (Specifically the services of Steve Verigin)**	Contact:	Steve Verigin
Address:	180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017	Phone:	(510) 350-2900
		E-mail:	sverigin@geoconsultants.com

3. None of the above-named Consultant staff or sub-consultants will be replaced without the approval of the District's Project Manager.

4. Should replacement or additional sub-consultants be required to provide services under this Agreement, District preapproval is required.

5. Upon District approval, sub-consultants can be added to this Agreement through amendment as stated herein. 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 this 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-level knowledge in the possession of the person or persons being replaced.

   b. The Project Team's organization chart and delegated responsibilities of each team member will be revised accordingly and submitted to the District for concurrence.

   c. Each Subconsultants firm's authorized representative will sign and submit the District's Non-Disclosure Agreement, which is provided as Revised Attachment Four to Revised Appendix One. Failure by a Subconsultant's authorized representative to sign the District's Non-Disclosure Agreement shall result in the District authorizing the Consultant to retain an equivalently qualified firm as a replacement Subconsultant. Consultant shall provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System.

   d. In addition, Consultant's Subconsultants' key staff are required to sign and submit the District's Personal Non-Disclosure Agreement, which is provided as Revised Attachment One to Revised Attachment Four to Revised Appendix One. Consultant will provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System.

6. Consultants Subconsultants.

   a. 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.

   b. 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.

7. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use office space, desks, chairs, filing cabinets, office supplies, telephones for District related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with Water Utility Capital

Programs Division, that is required to perform the services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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1. CONSULTANT'S QUESTIONS AND CONCERNS

Questions regarding the terms, conditions and services relating to this Agreement will be decided by 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.

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.

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.

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. 6 TO AGREEMENT A3555A
REVISED ATTACHMEMT THREE TO REVISED APPENDIX ONE
TASK ORDER TEMPLATE

Task Order No._____

Agreement: Standard Consultant Agreement_____ ("Agreement") Between the Santa Clara Valley Water District ("District") and _____ ("Consultant"), dated _____.

District Project Manager: _____

Consultant Program Manager: _____

Dollar Amount of Task Order: Not-to-exceed $ _____

1. Upon full execution of this Task Order Number:_____, as set forth in Revised Appendix One, Article VIII., E. Task Orders, and issuance of a notice-to-proceed by the District's Project Manager, Consultant is hereby authorized to perform the services described in Attachment A to this Task Order. Any costs incurred, services 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 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. Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District's 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 Revised 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 authorized representatives of the Parties and remains 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 perform the services are attached to this Task Order, unless the Consultant's 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: _____ _____

NAME OF CONSULTANT FIRM **Date**
[PRINT NAME]
[PRINT TITLE]

Signature/Print Name: _____ _____

SANTA CLARA VALLEY WATER DISTRICT **Date**
[PRINT NAME]
[PRINT TITLE]

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Santa Clara Valley Water District

NON-DISCLOSURE AGREEMENT (NDA)
(11-03-2016)

This Non-Disclosure Agreement ("NDA") is entered into as of the date executed below, by and between Santa Clara Valley Water District (hereinafter the "District"), and _____ _____ , or which together with its subsidiaries and affiliates, are individually and collectively be referred to hereinafter as the "Consultant."

1. During the course of Consultant's relationship with the District, which commences with the District's issuance of Notice-to-Proceed for Standard Consultant Agreement _____ for Project Management Services for the Anderson Dam Seismic Retrofit Project and other services for Calero Dam Seismic Retrofit Project, Guadalupe Dam Seismic Retrofit Project, Almaden Dam Improvements, or other District projects (Projects), the District has disclosed or may disclose to Consultant confidential information that may include but not be limited to the following kinds of information: all draft/final documents associated with the solicitation, selection, award, administration and management of any and all contracts for Phase Consultant(s) and related construction contracts for the Projects, plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information ("Confidential Information").

2. Consultant agrees:

   (i) To hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information;

   (ii) Not to reproduce, transcribe, or disclose the Confidential Information, or any information derived from the Confidential Information to third parties without prior written approval by the District;

   (iii) Not to make, have made, use, distribute or sell for its own purposes or for any purpose other than on behalf of the District, any item or data incorporating Confidential Information;

   (iv) To only make a minimum amount of copies of any Confidential Information that is absolutely necessary to carry out services it provides to the District;

   (v) To only disclose Confidential Information to its responsible employees who have: (a) a need to know such Confidential Information in order to carry out the services Consultant provides to the District; and (b) signed and returned to the District the PERSONAL NDA, attached to this NDA;

(vi) To promptly return all copies, renderings, transformations, and derivatives of the Confidential Information to the District at the termination of its working relationship with the District; or if requested by the District to destroy and certify in writing the destruction of such Confidential Information; and

(vii) To notify the District in writing immediately when it becomes aware of any unauthorized release of the Confidential Information.

3. Company acknowledges that its compliance with this NDA is necessary to protect the District, and that any action on Consultant's part that is inconsistent with this NDA will cause the District irreparable and continuing harm. Therefore, if anything Consultant (including its employees and agents) does that is inconsistent with this NDA, Consultant consents to the District obtaining a court order to stop its inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

4. The obligations established by this NDA may be supplemented by contract terms hereafter agreed to by District and Consultant. All additions or modifications to this NDA must be made in writing and must be signed by both parties. This NDA is made under and will be construed according to the laws of the State of California.

By signing below, I acknowledge that I have read this NDA and I have authority to agree, and do agree, on behalf of Consultant to all of the terms and conditions contained in this NDA.

CONSULTANT:

Signature: _____ Date: _____

Name: _____ Title: _____

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Santa Clara Valley Water District

ATTACHMENT ONE TO NDA
PERSONAL NON-DISCLOSURE AGREEMENT (PNDA)
(11-03-16)

1. I acknowledge that the Santa Clara Valley Water District ("District") will make available to me from time to time certain information that is highly confidential to the District. I acknowledge that such information is extremely sensitive and agree that I will not disclose all or any part of this confidential information to any person, firm, corporation, association, or partnership without the written permission of the District. For example, this confidential information may include but not be limited to the following kinds of information: plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information related to the Anderson Dam Seismic Retrofit Project, Calero Dam Seismic Retrofit Project, Guadalupe Dam Seismic Retrofit Project, and Almaden Dam Improvements Project or other District projects.

2. I will hold all of the District's confidential information at all times in trust and strictest confidence for the District from and after the date of its creation or disclosure to me. I will prevent the impermissible release of the District's confidential information. I will not retain nor incorporate any of the confidential information into any database or any medium other than may be required for the District's exclusive benefit. I will not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this PNDA.

3. In addition, I will not perform an illegal act and I will not share the password or account access provided exclusively to me. When leaving a workstation unattended, or out of sight, I will save my work and log off or lock the workstation to prevent unauthorized access. I will make no attempt to circumvent access codes or information protection schemes or uncover security loopholes or attempt to break authentication procedures or encryption protocols. I will make no attempts to increase the level of access to which I have been authorized. I will not attempt to use or obtain access codes in an unauthorized manner or from another user. I will not allow non-employees to access District computer systems.

4. I agree to abide by the statements made regarding the use of confidential information, including, without limitation, any on the use of the District's network.

5. I acknowledge that my faithful compliance with this PNDA is necessary to protect the District and that any action on my part that is inconsistent with this PNDA will cause the District irreparable and continuing harm. Therefore, if anything I do is inconsistent with this PNDA, I consent to the District obtaining a court order to stop my inconsistent actions and otherwise to prevent any, without the District having to post any bond or

security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

PLEASE COMPLETE THE FOLLOWING SECTION (PLEASE PRINT):

Full Name:			
Consultant Name:			
Phone No.:		Fax No.:	
E-mail Address:			
Who is your District Project Manager?			
Signature:		Date:	

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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.

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. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

I. GENERAL

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 Fixed 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

Total payment for services performed, as described in Revised Appendix One, Scope of Services, will not exceed a total amount of **$16,558,637** 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 the 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 Revised Appendix One of this Agreement.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN

ORIGINAL AGREEMENT THROUGH AMENDMENT NO. 2

Previous Task Number and Description		Not-to-Exceed		
		Original Agreement 1/24/2012	Amendment No. 2 6/24/2014	Total
1.	Project Management and Capital Project Delivery	$433,100	$674,196	$1,107,296
2.	Coordination and Communication	$440,200	$285,886	$726,086
3.	Administrative Work	$704,400	$201,218	$905,618
4.	Public Outreach	$65,900	$164,536	$230,436
5.	Stakeholder Engagement	$42,300	$498,064	$540,364
6.	Agreements, Contracts and Services	$432,300	$542,624	$974,924
7.	Implement Value Engineering/ Constructability Review	$131,400	$192,863	$324,263
8.	Quality Assurance and Quality Control	$232,600	$907,335	$1,139,935
9.	Board of Consultants	$103,100	$637,655	$740,755
10.	Interim Safety Measures	$37,300	$0	$37,300
Type 1, 2, & 3 Other Direct Cost*		$138,000	$189,000	$327,000
Subtotal Tasks 1 through 10 Not-to-Exceed Amount		$2,760,600	$4,293,377	$7,053,977
11.	Supplemental Services	$896,200	$699,632	$1,595,832
12.	Provide Project Management Assistance to the Calero-Guadalupe Dams Seismic Retrofits Project Manager	$0	$369,033	$369,033
Total Agreement Not-to-Exceed Amount		**$3,656,800**	**$5,362,042**	**$9,018,842**

NOTES:
* Refer to Revised Appendix Two, Fees and Payments, IV. Terms and Conditions, paragraph #6. Other Direct Cost (ODC).
** Amendments1, 3, 4, and 5 were no-cost amendments.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

COST BREAKDOWN

AMENDMENT NOS. 2 THROUGH 6

Task Number and Description		Not-to-Exceed		
		Amendment No. 2 Total*	Amendment No. 6	Total
101	Project Management & Administration	$3,713,924	$1,929,710	$5,680,934
102	Technical Review & Quality Control	$1,464,198	$1,665,763	$3,129,961
103	Regulatory, Permitting & Environmental Coordination	$540,364	$404,815	$945,179
104	Public Outreach	$230,436	$110,634	$341,070
105	Board of Consultants Coordination	$740,755	$360,726	$1,101,481
106	Anderson Supplemental Services	$1,595,832	$459,309	$2,055,141
Type 1, 2, & 3 Other Direct Cost		**$327,000**	**$189,220**	**$516,220**
Anderson Dam Subtotal Tasks 101 through 106 NTE Amount		**$8,612,509**	**$5,120,175**	**$13,769,984**
107	PMC Services for Calero Dam Seismic Retrofit Project	$184,517	$487,991	$672,508
108	Supplemental Services for Calero Dam Seismic Retrofit Project	$0	$477,189	$477,189
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**
Calero Dam Subtotal Tasks 107 through 108 NTE Amount		**$184,517**	**$975,100**	**$1,159,617**
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	$184,517	$471,131	$655,648
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	$0	$434,487	$434,487
Type 1, 2, & 3 Other Direct Cost		**$0**	**$9,920**	**$9,920**
Guadalupe Dam Subtotal Tasks 109 through 110 NTE Amount		**$184,517**	**$915,538**	**$1,100,055**
111	PMC Services for Almaden Dam Improvements Project	$0	$437,691	$437,691

Task Number and Description		Not-to-Exceed		
		Amendment No. 2 Total*	Amendment No. 6	Total
112	Supplemental Services for Almaden Dam Improvements Project	$0	$86,490	$86,490
Type 1, 2, & 3 Other Direct Cost		**$0**	**$4,800**	**$4,800**
Almaden Dam Subtotal Tasks 111 through 112 NTE Amount		**$0**	**$528,981**	**$528,981**
Total Amendment Not-to-Exceed Amount		**$9,018,842**	**$7,539,795**	**$16,558,637**

* - Notes: Amendment 2 NTE Amounts have been redistributed using Amendment 6 Task structure as shown in Revised Appendix One, Section VII., Revised Task Descriptions

IV. TERMS AND CONDITIONS

Payments for work completed, as describedin 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 District FY 2017 Base Hourly Rate Schedule. This 2017 Base Hourly Rate Schedule is based on rates effective for the calendar year 2017 and addresses the scope of services described in the Revised Appendix One, which does not include legal-related services involving a third-party dispute with the District such as and not limited to the preparation of declarations, participation in depositions, or providing testimony before a court.

2. The stated 2017 Base Hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. On January 2, 2018, these rates may be escalated in accordance with the ECI as defined below. After twelve (12) months from January 2, 2017 ("anniversary date"), and each 12 months thereafter, these 2017 Base Hourly Rates, listed below, 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 **2.5**%, whichever is less. A negative ECI will result in rates remaining the same. Such rate revisions are

subject to written approval by the District's Water Utility Capital Services Division Deputy Operating Officer.

2017 Base Hourly Rate Schedule

	Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
CONSULTANT								
Black & Veatch:								
Project Director/PIC	$270.30	N/A	$283.82	N/A	$295.57	N/A	$298.23	N/A
Senior Practice Leader (Constructability Reviews & Value Engineer)	$270.30	$265.20	$283.82	$278.72	$295.57	$290.26	$298.23	$292.87
Program Manager	$270.30	$265.20	$283.32	$278.72	$288.36	$282.59	$290.96	$285.13
Practice Leader	$244.80	N/A	$257.04	N/A	$267.68	N/A	$270.09	N/A
Safety Manager	$234.60	N/A	$246.33	N/A	$256.53	N/A	$258.84	N/A
Senior Construction Manager (Construction Oversight Manager)	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
Deputy Program Manager	$219.30	N/A	$230.27	N/A	$239.80	N/A	$241.96	N/A
Sr. Project Supervising Engineer (Engineering Oversight Manager)	$239.70	$234.60	$251.69	$246.59	$262.11	$256.80	$264.47	$259.11
Construction Manager	$198.90	N/A	$208.85	N/A	$217.50	N/A	$219.45	N/A
Senior Engineer	-	-	$208.85	$203.75	$217.50	$212.19	$219.45	$214.09
Cost Estimator	$198.30	N/A	$203.49	N/A	$211.91	N/A	$213.82	N/A
Senior Project Engineer	$183.60	$178.50	$192.78	$187.68	$200.76	$195.45	$202.57	$197.21
Sr. Project Controls	$178.50	N/A	$187.43	N/A	$195.19	N/A	$196.95	N/A

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Project Controls	$153.00	N/A	$160.65	N/A	$167.30	N/A	$168.81	N/A
Associate Engineer	$147.90	N/A	$155.30	N/A	$161.73	N/A	$163.18	N/A
GIS Practice Leader	$147.90	N/A	$155.30	N/A	$161.73	N/A	$163.18	N/A
Sr. Regional Administrator	$127.50	N/A	$133.88	N/A	$139.42	N/A	$140.68	N/A
CAD Technician	-	-	$130.00	N/A	$135.38	N/A	$136.60	N/A
SUBCONSULTANTS (SBE)								
Schaaf & Wheeler:								
Principal	$255.00	N/A	$267.75	N/A	$278.83	N/A	$281.34	N/A
Project Manager	$209.10	N/A	$219.56	214.46	$228.65	$223.34	$230.71	$225.35
Senior Engineer	$163.20	N/A	$171.36	$166.26	$178.45	$173.14	$180.06	$174.70
Associate Engineer	$122.40	N/A	$128.52	N/A	$133.84	N/A	$135.05	N/A
Junior Engineer/Technician	$112.20	N/A	$117.81	N/A	$122.69	N/A	$123.79	N/A
Senior Project Administrator	-	-	-	-	$135.29	N/A	$136.51	N/A
Project Administrator	-	-	$117.81	N/A	$122.69	N/A	$123.79	N/A
Administrative Assistant	-	-	$100.84	N/A	$105.01	N/A	$105.96	N/A
Avila & Associates:								
Project Controls Manager	$205.79	N/A	$216.08	$210.98	$225.03	$219.71	$227.05	$221.69
Senior Engineer II	$197.84	N/A	$207.73	N/A	$216.33	N/A	$218.28	N/A
Senior Engineer I	$178.35	N/A	$187.27	N/A	$195.02	N/A	$196.78	N/A
Project Administration Specialist	$96.04	N/A	$100.84	N/A	$105.01	N/A	$105.96	N/A
Creighton &								

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Creighton, Inc:								
Principal	$190.65	N/A	$200.18	N/A	$208.47	N/A	$210.34	N/A
Live Oak Associates, Inc:								
Principal	$183.60	N/A	$192.78	N/A	$200.76	N/A	$202.57	N/A
Senior Associate	$132.60	N/A	$139.23	N/A	$144.99	N/A	$146.30	N/A
Director of Ecol. Services (SJ)	$153.00	N/A	$160.65	N/A	$167.30	N/A	$168.81	N/A
Director of Ecol. Services	$142.80	N/A	$149.94	N/A	$156.15	N/A	$157.55	N/A
Project Manager	$112.20	N/A	$117.81	N/A	$122.69	N/A	$123.79	N/A
Director of Cartography	$122.40	N/A	$128.52	N/A	$133.84	N/A	$135.05	N/A
Assistant Project Manager	$96.90	N/A	$101.75	N/A	$105.96	N/A	$106.91	N/A
Support Staff	$66.30	N/A	$69.62	N/A	$72.50	N/A	$73.15	N/A
Parikh Consultants, Inc:								
Project Manager	$222.77	N/A	$233.91	N/A	$243.59	N/A	$245.79	N/A
Senior Project Engineer	$160.67	N/A	$168.70	N/A	$175.68	N/A	$177.27	N/A
Project Engineer	$125.54	N/A	$131.82	N/A	$137.28	N/A	$138.51	N/A
Field Engineer	$104.79	N/A	$110.03	N/A	$114.59	N/A	$115.62	N/A
Staff Engineer	$85.90	N/A	$90.20	N/A	$93.93	N/A	$94.78	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)								
M Pauletto And Associates:								
Borrow & Spoil Sites	$245.58	N/A	$257.86	N/A	$268.54	N/A	$270.95	N/A
Cluff:								
Lloyd Cluff, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
Seed:								
Ray Seed, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

	Effective 2012 Rate		Effective 2014 Rate		Effective 2016 Rate		Effective 2017 Rate	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Cassidy:								
Jack Cassidy, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A
GEI:								
Steve Verigin, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A	$253.22	N/A

Note: In circumstances other than as described in Revised Attachment Two to Revised Appendix One, Scope of Services, Dispute Resolution, Section V. Compensation for Participation in Mediation, if a third party dispute arises, District will determine if Consultant services are necessary and compensable at District's expense. Should such services be requested of Consultant by District, the above rates do not apply and the Consultant and District will negotiate separate rates as appropriate. New rates, classifications and Subconsultants required shall be incorporated by amendment into Agreement.

3. Unused fees from an active task may be reallocated to another active task provided that the Total Agreement NTE Amount is not exceeded. The Parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. The transference of funds may occur only after written approval from the District Water Utility Capital Division Deputy Operating Officer.

4. Not-to-exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District Water Utility Capital Division Deputy Operating Officer.

5. Labor costs incurred by the Consultant for Sub-consultants providing professional services will be reimbursed at actual cost plus **5**%.

6. Other Direct Cost (ODC)

   a. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:

   b. ODC—Type 1: This includes prime consultant direct costs including the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting

services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.

c. ODC—Type 2:

(1) This includes Subconsultants direct costs including the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty Subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants (Seed, Cluff, Cassidy, and Verigin) and the Quarry Expert (Pauletto).

(2) Pending District pre-approval of travel, the related costs (e.g. airfare, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.

(3) Travel and overnight accommodations, including per diem, for ODC Type 2 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 the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs. Per diem shall be limited to the per diem rates for San Jose, Sunnyvale, Palo Alto, and San Jose as published by the US General Services Administration for the current US fiscal year.

(4) Vehicle rental is limited to a compact or economy model.

(5) Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

d. ODC—Type 3:

(1) This includes incidental costs that are ancillary, but are direct Project related costs that are small dollar amount (e.g., less than $200) and cannot be estimated or planned for in detail.

(2) This includes, but is not limited to such items as: postage, FedEx/UPS, in-state travel to meet with FERC and/or DSOD, specialized computer usage such as GIS or CAD, and misc. meeting expenses.

(3) These costs will be billed monthly based on a percent complete basis as approved by the District's Project Manager in accordance with the amount specified in Section III of this, Revised Appendix Two.

(4) Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate measured from the District Headquarters to Project site, if directed and authorized by the District. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

7. 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 Revised Appendix One and include the following:

   a. Personnel Category and employee name itemized with all labor charges by Scope of Service Task.

   b. Direct charges by Scope of Service Task.

   c. Consultant's summary of the amount Consultant has been billed by their Subconsultants and further detailed by Scope of Service Task.

   d. Direct charges must reflect actual fees versus the Agreement not-to-exceed fees in this Appendix Two.

8. Before submitting an invoice, a monthly progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District's Project Manager. Upon preliminary approval by the District, the Consultant will send via United States mail the complete signed and dated hardcopy invoice, including all supporting documentation to the District's Project Manager. District review of the draft invoice does not represent final approval of the hardcopy invoice.

9. District's Project Manager will review each 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 undisputed invoice amount. District will pay undisputed invoices within 30 calendar days from date invoice is received by District's Project Manager.

10. Prevailing Wages

a. The services to be performed pursuant to this Agreement are considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations.

b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's services include such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

c. 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.

d. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will be entitled to adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

e. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. The Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner monthly, in a format prescribed by the Labor Commissioner.

f. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement 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.

11. Consultant's services will be performed by its and Subconsultants staff members at the lowest hourly rates commensurate with the complexity of the required services.

12. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.

13. 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 **35%** 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.

AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX TWO
FEES AND PAYMENTS

With each monthly progress report, Consultant shall provide level of Small Business Enterprise (SBE) participation.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of this Agreement. This Agreement expires February 27, 2019, unless its term is modified by a written amendment hereto, signed by both Parties prior to its expiration.

2. Consultant has commenced performance of tasks listed in Appendix One and will perform as stated in Revised Appendix One of this Amendment No. 6 as of its effective date.

3. Consultant will perform and complete the services described in Revised Appendix One in accordance with this Amendment No. 6 to the Agreement pursuant to the Project Schedule table as shown below that is based on the overall District Approved Project Plan schedule. 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 Project Manager. 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 in the table below. In the event Consultant becomes aware that the Project Schedule will be delayed, Consultant will notify the District Project Manager as soon as possible; explain the reason(s) for the delay; the estimated length of the delay; and a description of the actions being taken to address the delay. If the 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, Section VII. DELAYS AND EXTENSIONS.

6. District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement.

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AMENDMENT NO. 6 TO AGREEMENT A3555A
REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

Project Schedule

Task	Description	Duration from Amendment No. 6 Effective Date
101	Project Management & Administration	Duration of Agreement
102	Technical Review & Quality Control	Duration of Agreement
103	Regulatory, Permitting & Environmental Coordination	Duration of Agreement
104	Public Outreach	Duration of Agreement
105	Board of Consultants Coordination	Duration of Agreement
106	Supplemental Services for ADSRP	Duration of Agreement
107	PMC Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
108	Supplemental Services for Calero Dam Seismic Retrofit Project	Duration of Agreement
109	PMC Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
110	Supplemental Services for Guadalupe Dam Seismic Retrofit Project	Duration of Agreement
111	PMC Services for Almaden Dam Improvements Project	Duration of Agreement
112	Supplemental Services for Almaden Dam Improvements Project	Duration of Agreement

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AMENDMENT NO. 6 TO AGREEMENT A3555A
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.

In addition to certificates, Consultant must furnish the 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 the District before services commences**. In the event of a claim or dispute, the 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:

   $5,000,000 per occurrence/$5,000,000 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 pursuant to 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 the 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 million dollars ($1,000,000) 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 services (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 services.

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

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

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

   c. 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 pursuant to the Workers' Compensation Insurance and Safety Act, including coverage pursuant to 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. Prior to performing the Scope of Services, Consultant must provide the District with a certificate(s) of insurance evidencing that said requirements are fully in effect in addition to the 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 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 services. 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 Thirty (30) days notice of cancellation, (ten (10) days notice for non-payment of premium). NOTE: The standard wording in the ISO Certificate of Insurance is *not* 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. None of Consultant's policies will have a deductible that exceeds $500,000.

6. **Subconsultants**: Some of the services pursuant to this Agreement are sublet. Notwithstanding Table IV to this Appendix Four, Subconsultants Insurance Requirements, the Consultant must require each of its Subconsultants of any tier to carry the aforementioned coverages, or Consultants may insure Subconsultants pursuant to 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 to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, or Workers' Compensation 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 email the certificates and endorsements to:**

Santa Clara Valley Water District
c/o EXIGIS Risk Management Services
PO Box 4668-ECM #35050
New York, NY 10163-4668
Certificates-santaclara@riskworks.com

IMPORTANT: On the certificate of insurance, please note:

Michael Mooers, Associate Engineer
Anderson Dam Seismic Retrofit Project - Project Management, CAS No. 4400

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

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AMENDMENT NO. 5 TO AGREEMENT A3555A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH

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 A3555A ("Agreement") dated January 24, 2012, Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, Amendment No. 3 dated October 26, 2015, and Amendment No. 4 dated July 15, 2016 between SANTA CLARA VALLEY WATER DISTRICT hereinafter called ("District") and BLACK AND VEATCH hereinafter called ("Consultant"), collectively, the "Parties."

RECITALS

WHEREAS, Consultant is performing project management services for the Anderson Dam Seismic Retrofit Project (Project) during the design phase; and

WHEREAS, the Parties desire to amend the Agreement for Consultant to continue performing project management services during the extended design phase of the Project; and

WHEREAS, the Agreement has an expiration date of December 31, 2016; and

WHEREAS, the Parties desire to amend the Agreement to extend its term so Consultant can continue to perform project management services during the Project's extended design phase. A subsequent amendment may be recommended for approval to the District's Board of Directors describing any revised scope of services; providing for an increased not-to-exceed compensation limit correlating to the additional services and extended term; and further extending the term of the Agreement.

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

A. Revised Appendix Three, Schedule of Completion, paragraph #1. is amended to revise the Agreement expiration date from December 31, 2016 to February 28, 2017.

B. All other terms and conditions of Agreement A3555A, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 not amended herein remain in full force and effect.

(signatures follow on next page)

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 5 TO AGREEMENT A3555A THROUGH THE SIGNATURE OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: _____
Norma Camacho
Interim CEO

Date: 12/8/16

BLACK AND VEATCH
"Consultant"

By: _____
Dan Meyer
Vice President

Date: 12-2-16

Firm Address:

2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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AMENDMENT NO. 4 TO AGREEMENT A3555A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH

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 A3555A (Agreement) dated January 24, 2012, Amendment No. 1 dated April 1, 2014, Amendment No. 2 dated June 24, 2014, and Amendment No. 3 dated October 26, 2015, between SANTA CLARA VALLEY WATER DISTRICT (District) and BLACK AND VEATCH (Consultant), collectively the "Parties".

RECITALS

WHEREAS, Consultant is performing project management services for the Anderson Dam Seismic Retrofit Project (Project) during the design phase; and

WHEREAS, the Parties desire to amend the Agreement for Consultant to continue perform project management services during the extended design phase of the Project; and

WHEREAS, the Agreement has an expiration date of July 30, 2016; and

WHEREAS, the Parties desire to amend the Agreement to extend its term to provide additional time for completion of the Project design phase. A subsequent amendment will be recommended for approval to the District's Board of Directors describing any revised scope of services; providing for an increased not-to-exceed compensation limit correlating to the additional services; and extending the term of the Agreement to allow sufficient time for completion of the Project design phase.

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

A. The Agreement, STANDARD CONSULTANT AGREEMENT, SECTION II DUTIES OF CONSULTANT, eighth and ninth paragraphs are modified and a tenth paragraph added to state as follows:

"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.

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. 6101 et seq.), California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); California Labor Code Sections 1101 and 1102.

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."

B. The Agreement, STANDARD CONSULTANT AGREEMENT, SECTION X INDEMNIFICATION is modified 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."

C. Revised Appendix One, Article VIII. ADDITIONAL TERMS AND CONDITIONS, is amended as follows:

1. Paragraph A. 2. Consultant as Independent Contractor is modified to state:

"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."

2. Paragraph H. District Quality Environment Management System Awareness and Training is modify to state:

"H. District Quality and Environmental Management System (QEMS) Awareness

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), subcontractor(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. The District will provide Consultant with the current version of the QEMS Fact Sheet upon execution of this Amendment No. 4 to the Agreement."

3. Paragraph N. is added to state as follows:

"N. 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 under this Agreement shall file in a manner prescribed by the District an 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 under this Agreement.

2. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services under this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District an amendment to their Form 700 anytime there is a change to their disclosure information.

3. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services under 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 under 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.

   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 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, officers, 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 herein or by the District is deemed a material breach and may result in termination of the Agreement for cause."

D. Revised Attachment One to Revised Appendix One, Paragraph 1 is modified to state as follows:

1. Consultant's key staff assigned to this Project are as follows:

Team Member	Project Role
Chris Mueller	Project Director/PIC
Brian Gettinger	Program Manager
Brian Hubel	Engineering Oversight Manager
Jeff Bair	Constructability Reviews & Value Engineering
Ray Brainard	Construction Oversight Manager

E. Revised Appendix Two, Fees and Payments, Section IV. Terms and Conditions, paragraph 2., 2014 Base Hourly Rate Schedule, is modified to state the rates currently in effect as of the commencement date of this Amendment No. 4; the rates in effect at the commencement of Amendment No. 2, approved on June 24, 2014; and the rates stated in the original Agreement, approved by the Board on January 24, 2012.

2016 Base Hourly Rate Schedule

	Original Agreement		At Commencement of Amendment 2		At Commencement of Amendment 4	
Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
CONSULTANT						
Black & Veatch:						
Project Director/PIC	$270.30	N/A	$283.82	N/A	$295.57	N/A
Senior Practice Leader	$270.30	$265.20	$283.82	$278.72	$295.57	$290.26
Program Manager	$270.30	$265.20	$283.32	$278.72	$288.36	$282.59
Practice Leader	$244.80	N/A	$257.04	N/A	$267.68	N/A
Safety Manager	$234.60	N/A	$246.33	N/A	$256.53	N/A
Senior Construction Manager	$229.50	N/A	$240.98	N/A	$250.96	N/A
Deputy Program Manager	$219.30	N/A	$230.27	N/A	$239.80	N/A
Sr. Project Supervising Engineer	$239.70	$234.60	$251.69	$246.59	$262.11	$256.80
Construction Manager	$198.90	N/A	$208.85	N/A	$217.50	N/A
Senior Engineer	-	-	$208.85	$203.75	$217.50	$212.19
Cost Estimator	$198.30	N/A	$203.49	N/A	$211.91	N/A
Senior Project Engineer	$183.60	$178.50	$192.78	$187.68	$200.76	$195.45

	Original Agreement		At Commencement of Amendment 2		At Commencement of Amendment 4	
Firm, Classification	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**	**Home Office Hourly Rate**	**Project Office Hourly Rate**
Sr. Project Controls	$178.50	N/A	$187.43	N/A	$195.19	N/A
Project Controls	$153.00	N/A	$160.65	N/A	$167.30	N/A
Associate Engineer	$147.90	N/A	$155.30	N/A	$161.73	N/A
GIS Practice Leader	$147.90	N/A	$155.30	N/A	$161.73	N/A
Sr. Regional Administrator	$127.50	N/A	$133.88	N/A	$139.42	N/A
CAD Technician	-	-	$130.00	N/A	$135.38	N/A
SUBCONSULTANTS (SBE)						
Schaaf & Wheeler:						
Principal	$255.00	N/A	$267.75	N/A	$278.83	N/A
Project Manager	$209.10	N/A	$219.56	214.46	$228.65	$223.34
Senior Engineer	$163.20	N/A	$171.36	$166.26	$178.45	$173.14
Associate Engineer	$122.40	N/A	$128.52	N/A	$133.84	N/A
Junior Engineer/Technician	$112.20	N/A	$117.81	N/A	$122.69	N/A
Project Administrator	-	-	$117.81	N/A	$122.69	N/A
Administrative Assistant	-	-	$100.84	N/A	$105.01	N/A
Avila & Associates:						
Project Controls Manager	$205.79	N/A	$216.08	$210.98	$225.03	$219.71
Senior Engineer II	$197.84	N/A	$207.73	N/A	$216.33	N/A
Senior Engineer I	$178.35	N/A	$187.27	N/A	$195.02	N/A
Project Administration Specialist	$96.04	N/A	$100.84	N/A	$105.01	N/A
Creighton & Creighton, Inc:						
Principal	$190.65	N/A	$200.18	N/A	$208.47	N/A
Live Oak Associates, Inc:						
Principal	$183.60	N/A	$192.78	N/A	$200.76	N/A
Senior Associate	$132.60	N/A	$139.23	N/A	$144.99	N/A
Director of Ecol. Services (SJ)	$153.00	N/A	$160.65	N/A	$167.30	N/A
Director of Ecol. Services	$142.80	N/A	$149.94	N/A	$156.15	N/A
Project Manager	$112.20	N/A	$117.81	N/A	$122.69	N/A

	Original Agreement		At Commencement of Amendment 2		At Commencement of Amendment 4	
Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate	Home Office Hourly Rate	Project Office Hourly Rate
Director of Cartography	$122.40	N/A	$128.52	N/A	$133.84	N/A
Assistant Project Manager	$96.90	N/A	$101.75	N/A	$105.96	N/A
Support Staff	$66.30	N/A	$69.62	N/A	$72.50	N/A
Parikh Consultants, Inc:						
Project Manager	$222.77	N/A	$233.91	N/A	$243.59	N/A
Senior Project Engineer	$160.67	N/A	$168.70	N/A	$175.68	N/A
Project Engineer	$125.54	N/A	$131.82	N/A	$137.28	N/A
Field Engineer	$104.79	N/A	$110.03	N/A	$114.59	N/A
Staff Engineer	$85.90	N/A	$90.20	N/A	$93.93	N/A
SPECIALTY SUBCONSULTANTS (Non-SBE)						
M Pauletto And Associates:						
Borrow & Spoil Sites	$245.58	N/A	$257.86	N/A	$268.54	N/A
Cluff:						
Lloyd Cluff, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A
Seed:						
Ray Seed, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A
Cassidy:						
Jack Cassidy, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A
GEI:						
Steve Verigin, BOC	$229.50	N/A	$240.98	N/A	$250.96	N/A

Note: In circumstances other than as described in Attachment Two to Revised Appendix One, Scope of Services, Alternate Dispute Resolution, Section V. Compensation for Participation in Mediation, if a third party dispute arises, District will determine if Consultant services are necessary and compensable at District's expense. Should such services be requested of Consultant by District, the above rates do not apply and the Consultant and District will negotiate separate rates as appropriate.

F. Revised Appendix Two, Fees and Payments, Section IV. Terms and Conditions, paragraph 9. Prevailing Wages, is modified to state as follows:

"9. Prevailing Wages

a. The services to be performed pursuant to this Agreement are considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations.

b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's services include such work, Consultant and its subconsultants must comply with all Labor Codes applicable to prevailing wages.

c. 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.

d. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will be entitled to adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

e. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. The Consultant and subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner monthly, in a format prescribed by the Labor Commissioner.

f. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement 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."

G. Revised Appendix Three, Schedule of Completion, paragraph #1. is amended to revise the Agreement expiration date from July 30, 2016 to December 31, 2016.

H. All other terms and conditions of Agreement A3555A, Amendment No. 1, Amendment No. 2, and Amendment No. 3 not amended herein remain in full force and effect.

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 4 TO AGREEMENT A3555A THROUGH THE SIGNATURE OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: Norma Camacho
Interim CEO

Date: 7-15-16

BLACK AND VEATCH
"Consultant"

By: Dan Meyer
Vice President

Date: 7-13-16

Firm Address:

2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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Contract Administration Unit
AGMT: A355Ac FILE: 4400

AMENDMENT NO. 3 TO THE STANDARD CONSULTANT AGREEMENT A3555A BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH

This Amendment No. 3 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A3555A (Agreement) dated January 24, 2012 as amended by Amendment No. 1 dated April 1, 2014, and Amendment No. 2 dated June 24, 2014, between SANTA CLARA VALLEY WATER DISTRICT (District) and BLACK AND VEATCH (Consultant), collectively, the "Parties."

RECITALS

WHEREAS, Consultant is providing project management services for the Anderson Dam Seismic Retrofit Project (Project); and

WHEREAS, the Agreement provides that a certain portion of each invoice submitted by Consultant and paid by District will be withheld by District as Agreement retention and not released until the Services described in Revised Appendix One have been fully performed and, after completion of the Planning Study Report by the District's planning consultant, and completion of the 100% Plan, Specifications, and Project cost estimate by the District's design consultant, the District may, at its sole discretion, remit remaining progress payments to Consultant in full; and

WHEREAS, the Parties desire to amend the Agreement to provide for release of Agreement retention incrementally as certain tasks are completed including: the Planning Study Report by the District's planning consultant and 100% Plans, Specifications, and Project Cost Estimates prepared by the District's design consultant.

NOW, THEREFORE, in consideration for the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, Amendment No. 1, or Amendment No. 2, Consultant and District hereby agree as follows:

Section IV, Fees and Payments, Paragraph 6 of the Standard Consultant Agreement is hereby amended to read:

Unless otherwise specified, when the total compensation payable under this Agreement exceeds twenty thousand dollars ($20,000), ten (10) percent of the amount of each statement paid by the District will be withheld. Provided, at its sole discretion, the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld to date will be released within thirty (30) calendar days following completion of the Planning Study Report by District's planning consultant.

1. After completion of the Project planning phase, District will resume withholding Agreement retention during the Project design phase. Provided, at its sole discretion,

the District determines satisfactory progress has been made by Consultant in the performance of this Agreement, retention withheld during the design phase will be released within thirty (30) calendar days following completion of the 100% Plans, Specifications, and Project cost estimate.

2. All other terms and conditions of Agreement A3555A, Amendment No. 1 and Amendment No. 2 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. 3 TO AGREEMENT A3555A THROUGH THE SIGNATURE OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT

"District"

By: Beau Goldie

Chief Executive Officer

Date: 10-20-15

BLACK AND VEATCH

"Consultant"

By: Dan Meyer

Senior Vice President
Western Region Managing Director

Date: October 19, 2015

Firm Address:

2999 Oak Street, Suite 490

Walnut Creek, CA 94597

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SCVWD ENACTED COPY
Contract Administration Unit
AGMT: A3555A6 FILE: 4400-2

AMENDMENT NO. 2 TO AGREEMENT A3555A

Between the Santa Clara Valley Water District and Black and Veatch

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 A3555A ("Agreement") dated January 24, 2012 and Amendment No. 1 dated April 1, 2014 between SANTA CLARA VALLEY WATER DISTRICT hereinafter called ("District") and BLACK AND VEATCH hereinafter called ("Consultant"), collectively, the "Parties."

RECITALS

WHEREAS, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit (Project); and

WHEREAS, the Parties desire to amend the Agreement for Consultant to perform project management services during the design phase of the Project; and

WHEREAS, the Agreement currently expires on June 30, 2014, the Parties desire to amend the Agreement to extend its term; increase the Agreement Total Not-to-Exceed amount to provide for additional compensation; and to modify the schedule for Consultant's performance in consideration of the added scope and extended term.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained 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, is amended as set forth in the attached Revised Appendix One, Scope of Services, and incorporated herein by this reference.

2. Appendix Two, Fees and Payments, is amended to revise the Agreement Total Not-to-Exceed amount payable to Consultant for additional project management services to be performed during the design phase as set forth in the attached Revised Appendix Two, Fees and Payments, and incorporated herein by this reference.

3. Appendix Three, Schedule of Completion, is amended to extend the term of the Agreement to expire on July 30, 2016 and revise the Project Schedule to provide time for Consultant to perform services during the Project design phase as set forth in the attached Revised Appendix Three, Schedule of Completion and incorporated herein by this reference.

4. All other terms and conditions of Agreement A3555A and Amendment No. 1, not amended herein, remain in full force and effect.

AMENDMENT NO. 2 TO AGREEMENT A3555A

Between the Santa Clara Valley Water District and Black and Veatch

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 2 TO AGREEMENT A3555A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: _____
Tony Estremera
Chair/Board of Directors

Date: 6-24-14

ATTEST:

_____
Michele L. King, CMC
Clerk/Board of Directors

BLACK AND VEATCH
"Consultant"

By: _____
Dan Meyer
Senior Vice President
West Region Managing Director

Date: June 9, 2014

Firm Address:

2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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REVISED APPENDIX ONE
SCOPE OF SERVICES

This Revised Appendix One replaces the Original Appendix One, Scope of Services in its entirety. This Revised Appendix describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project).

I. PROJECT OVERVIEW

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II. PROJECT BACKGROUND

The District manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. This system includes 10 dams and surface water reservoirs, 3 water treatment plants, nearly 400 acres of groundwater recharge ponds and more than 275 miles of streams.

One of the District's most critical water supply facilities is the Anderson Dam/Reservoir. The State of California Department of Water Resources, Division of Safety of Dams (DSOD) and the Federal Energy Regulatory Commission (FERC) have jurisdictional oversight of Anderson Dam facilities.

Anderson Dam (Dam) is an earth-fill dam with a maximum height of about 240 feet. The crest is approximately 1,400 feet long and is 25 to 43 feet wide at approximately elevation 648 feet, NAVD88. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

Anderson Reservoir's capacity is approximately 90,400 acre-feet, and receives water through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The spillway is located on the north side of the dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The outlet works has the capability to release flows up to 550 cfs through a 49-inch diameter outlet pipe. The outlet works is also connected to the District's treatment plants via the District's in-county transmission system and is used to convey raw water to these plants for treatment. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline).

The District's consultant, AMEC Geomatrix, Inc., completed a Seismic Stability Evaluation of Anderson Dam in June, 2011. The study findings indicate that the downstream slope of the dam could become unstable and that the upstream slope and

dam crest could experience excessive deformation during the maximum credible earthquake. This is due to the presence of poorly compacted, liquefiable soil layers including: (a) a 5 to 10-feet thick layer of weak fill material at the bottom of the downstream dam shell; and (b) a weak alluvial material under portions of the upstream shell. These weak soil layers are susceptible to a loss in strength when subjected to severe seismic shaking.

The study also included a fault rupture hazard evaluation for the dam site. This evaluation was performed because the Coyote Creek-Range Front fault zone, located in the vicinity of the dam, has been classified as conditionally active as defined by DSOD. The study findings did not provide information sufficient to establish that the Coyote Creek-Range Front fault zone is inactive, and indicated that the fault offset on the Coyote Creek-Range Front fault zone could be up to 4 feet.

III. PROJECT DELIVERY APPROACH

The District's Project delivery approach includes retaining four separate consulting firms as described below:

A. The Project Management Consultant (PMC or Project Management Team) led by Black & Veatch Corporation has been retained to oversee and manage the delivery of the Project at the direction of the District.

B. The Planning Consultant (PC or Planning Team) led by HDR Engineering, Inc has been retained to perform preliminary engineering services and to develop the required environmental documents (Environmental Impact Report [EIR] and Environmental Impact Statement [EIS]) and environmental regulatory permits in support of the Project. The Planning Consultant is responsible for defining deficiencies in existing facilities, defining criteria that provide a basis for engineering solutions to address the deficiencies, development of conceptual engineering solutions that address the deficiencies, and evaluation of the concepts and recommendation of a Project to the District for authorization by the District's Board of Directors ("Board").

C. The Design Consultant (DC or Design Team) led by URS Inc., has been retained to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. Engineering support services during the construction phase shall be negotiated with the design Consultant prior to the construction phase.

D. The Construction Management Consultant (CM or Construction Manager) will be contracted to oversee the construction contract and coordinate with the Design Consultant during construction. The Construction Management Consultant will be procured prior to the construction phase of the Project.

E. Depending on several factors, such as availability of funding, satisfactory performance by the Consultant, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of this Agreement term and subsequent optional Agreement term extensions to include Project Management services during the construction and closeout phases. The performance criteria to be used by the District includes, but not limited to, the Consultant's ability to deliver the technical and management work products, successful implementation of the District's QEMS procedures, record of providing effective stakeholder communication, and ability to guide quality and risk management functions. The District may also consider negotiating an amendment to the Agreement to include Project Management services for other dam seismic retrofit projects.

F. Regardless of the assessment by District of Consultant's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope.

IV. PROJECT OBJECTIVES

A. The District's objectives for the Project include:

1. Stabilize the dam embankment for the Maximum Credible Earthquake (MCE) on the Calaveras and Coyote Faults;

2. Modify the existing spillway and/or raise the dam crest and make other modifications as required to accommodate the updated Probable Maximum Flood (PMF);

3. Replace the outlet works to mitigate the potential fault rupture risk from the MCE on the Coyote Creek-Range Front fault zone; meet current State of California Department of Water Resources, Division of Safety of Dams (DSOD) emergency drawdown flow requirements, and provide additional flood management flow requirements for District's use; and

4. Correct other dam safety deficiencies that are identified in Problem Definition Memorandum and through the Design Phase of Project delivery.

B. The Consultant is responsible for the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives for the Project as follows:

1. Resolve the seismic deficiencies per DSOD/ Federal Energy Regulatory Commission (FERC) standards;

2. Meet the District's Dam maintenance and operational requirements;

3. Meet the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures and guidelines;

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 and FERC;

6. Result in the District's Board of Directors, FERC, and DSOD approving Project decisions.

V. GENERAL ASSUMPTIONS

This article/section intentionally left blank.

VI. GENERAL CONDITIONS

A. The Consultant is required to work closely and collaborate with the Phase Consultants, District Management, and District engineering, operations, and maintenance staff to gain the necessary understanding of the District's requirements, needs, operational constraints and preferences, so as to address and complete key milestones and deliverables associated with the Project objectives.

B. The Consultant is responsible for performing the Scope of Services in compliance with all applicable federal, state, local, and District regulatory standards and guidelines.

C. The Consultant shall use California State Licensed Contractors, Engineers, and Surveyors to perform the work appropriate to their licensing that is described in this Scope of Services. The Consultant shall make available upon request by the District, qualifications and licensing of personnel used in execution of the work.

D. The Consultant shall use Microsoft Office software and versions of applications for word processing, spreadsheets, scanned documents, and the latest version of Computer Aided Drafting and Design (CADD) applications (if drawings/plans are included) that meets District software application standards used at the time the Project work starts.

E. The Consultant shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.

F. Drawings shall comply with District's CADD and drafting standards (including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views).

G. CADD drawings prepared using different CADD software and versions must be converted to be compatible with District's CADD application. Prior to acceptance, District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the Consultant.

H. Geospatial Information System (GIS) data and deliverables shall comply with the District's Standards for GIS products.

I. Consultant shall follow the District's procedures and work instructions including the District's QEMS procedures and guidelines unless otherwise instructed by the District's Project Manager.

J. The District will facilitate access to District facilities as required for the Consultant to complete this Scope of Services.

VII. PROJECT TASKS

Task 1—Project Management and Capital Project Delivery

The Consultant will perform project management and capital project delivery tasks including but not limited to: updating the Project Plan and the Project Work Plan; preparing monthly Project reports; assisting with the preparation of the Change Management Memorandum; maintaining the Project Files; providing oversight management of the planning and design phase work; managing the transition reporting process between the phases of work for Project continuity; working with the District to obtain Stakeholder Engagement.

Task 1A—Implement Capital Project Delivery

1A.1 Assist the District's Project Manager in the periodic preparation of project Change Management Memoranda.

1A.2 Assist the District's Project Manager to periodically update the Project Plan.

1A.3 Track and manage the District-approved Project Plan.

1A.4 Prepare updates to the Project Management Work Plan periodically, as needed.

1A.5 Prepare quarterly updates to the Master Project Schedule. Routinely monitor and track schedule.

1A.6 Prepare annual updates to the Cost Management Plan.

1A.7 Prepare quarterly cost management reports that summarize Phase Consultant expenditures and which update the forecasted costs to complete the work.

1A.8 Prepare a Transition Report between the Design and Construction phases of work. This report will summarize correspondence and commitments the District has made with regulators, and will summarize work products the Consultant has produced.

Task 1B—Develop and Prepare Risk Management Strategy

1B.1 Prepare annual updates to the Project-specific Risk Management Plan.

1B.2 Prepare and maintain a risk register that includes potential costs and schedule consequences to the Project and plans for mitigation.

1B.3 Conduct risk review workshops with the Design Consultant and District staff at the 30%, 60%, and 90% levels of design completion.

1B.4 Develop probabilities of occurrence with cost and schedule consequences for key risks.

1B.5 Develop mitigation plans for key risks. For each risk item, document and manage the mitigation through the Design Phase of the Project. Make recommendations to the District on key risks that cannot be effectively mitigated in Design.

Task 1 Assumptions

1. Updates to the Project Plan will be performed semi-annually, with up to four updates to the Project Plan for the term of this Agreement.

2. Updates to the Project Management Work Plan and Cost Management Plan will be performed annually with up to two updates, one in early 2015 and one in early 2016.

3. Cost reports and updates to the Master Schedule will be performed quarterly.

4. The Planning and Design Consultants will be responsible for updates their individual Work Plans.

5. Mitigation Plans for key risks (including but not limited to, stability within the reservoir rim; flood risks during construction and overtopping of the cofferdam; borrow source availability; unforeseen geologic conditions) will be developed for up to 6 items agreed to in discussion with the District.

Task 1 Deliverables

1. Project Plan updates.
2. Updates to the Project Management Work Plan and Cost Management Plan.

3. Cost reports.
4. Updates to the Master Schedule.
5. Mitigation Plans for Key Risks.
6. Updates to the Risk Management Plan.

Task 2—Coordination and Communication

This task addresses internal coordination and communication between the Consultant and District. Coordination and communication with the at-large public and other external stakeholders are covered in Tasks 4 and 5, respectively. Coordination and communication with the Phase Consultants for Planning and Design are addressed in Task 6.

Task 2A—Communication's Plan

2A.1 Provide annual updates of the Project Communication's Plan. Coordinate Plan updates with Tasks 4, 5, 6, and 9.

Task 2B—Coordinate with District Management

2B.1 Maintain routine contact and communication with the District's Project Manager including preparation and participation in weekly 1:1 meetings.

2B.2 Prepare Monthly Project Status Reports and participate in monthly meetings with the Water Utility Capital Division (WUCD) Deputy Operating Officer (DOO).

2B.3 Prepare up to two Monthly Project Status Reports and participate in monthly meetings with the Water Utility Technical Services Division (WUTSD) DOO and the Dam Safety Unit Manager.

Task 2C—Coordinate with Operations and Maintenance (O&M) Staff

2C.1 Solicit administrative and technical requirements from District O&M staff and verify that the requirements have been addressed.

2C.2 Maintain liaison with District O&M staff as end user/customer.

2C.3 Solicit O&M staff input during Value Engineering (VE) and constructability reviews.

2C.4 Receive O&M staff input on potential safety concerns/considerations.

Task 2D—Coordinate with District Counsel

When requested by the District:

2D.1 Meet with District Counsel and the District Project Manager to discuss documents relating to the Project Construction Contract.

2D.2 Provide technical input related to Project Management on legal issues, but not in a capacity that could be misconstrued to be providing legal advice.

2D.3 Advise on third party contractual, and risk management issues related to Project Management functions under third party agreements.

Task 2E—Prepare and Present Reports to Board

When requested by the District:

2E.1 Prepare and make presentations on Project-level status reports to the District's management, internal stakeholders and Board.

2E.2 Prepare meeting notes and action items.

Task 2F—Prepare Agenda Packages and other Materials for Board Meetings

When requested by the District:

2F.1 Assist with the preparation of agenda packages for Board meetings.

2F.2 Assist with the preparation of Chief Executive Officer (CEO) bulletins.

2F.3 Assist with the preparation of responses to Board questions.

2F.4 Assist with the preparation of graphics, PowerPoint presentations and other materials for Board meetings.

Task 2 Assumptions

1. Up to 100 1:1 meetings with the District Project Manager.
2. Up to 48 monthly Project status meetings with the WUCD DOO.
3. Up to 48 meetings with the WUTSD DOO and Dam Safety Unit Manager.
4. Up to two updates to the Communication's Plan in early 2015 and in early 2016.
5. Up to two meetings with District Counsel on Project contract terms related to the Construction Contract.
6. Semi-annual updates to the Board.

Task 2 Deliverables

1. Updates to the Project Communication's Plan.
2. Monthly Project Status Reports.
3. Status Reports for the WUTSD and Dam Safety Unit.
4. Board agenda packages and presentation materials.

Task 3—Administrative Work

Task 3A—Establish and Maintain a Project-specific Document Control System

3A.1 Prepare annual updates to the Document Control Management Plan.

3A.2 Provide a Project-level file sharing system for transferring files to and from parties external to the District. The Consultant plans to use the web service www.ibackup.com or other similar file transfer service.

3A.3 Manage internal District files on the District's network (P drive) using a file structure approved by the District's Project Manager.

3A.4 Implement hard copy filing system in District offices using a file structure that mirrors the District's P drive.

3A.5 When requested, prepare and distribute monthly document control system reports and logs.

Task 3B—Maintain Project Correspondence and Decision and Action Item Logs

3B.1 Maintain Project-level correspondence logs, decision logs, and action items logs. Provide monthly updates of the tracking logs.

Task 3C—Geospatial Information System (GIS) Integration and Standards

3C.1 Provide updates to the GIS Management Plan.

3C.2 Provide work instructions and training on GIS requirements to the Planning and Design Consultants, as required.

3C.3 Verify compliance with the Project's GIS Data Management Plan, prepare annual plan updates to address the data needs of each Project phase, and ensure the data and GIS-based deliverables comply with the District's GIS standards.

3C.4 Provide GIS support in the preparation of presentation materials as well as specialized GIS-based analysis for the District's use.

Task 3D—Provide Special Support Staff to the District Project Manager

3D.1 When requested, provide support staff in specialized areas to assist the District's Project Manager.

Task 3 Assumptions

1. Two annual updates in early 2015 and in early 2016 of the Document Control Plan and GIS Management Plan.

2. Routine and/or Project related electronic mail (E-mail) correspondence will only be included in the Project-specific Document Control system when the preparer,

using a Project-specific guideline, specifically transmits an electronic document or e-mail directly to Consultant's Document Control for inclusion into the Project's document control system.

Task 3 Deliverables

1. Updated Document Control Plans.
2. Updated GIS Management Plans.
3. Document control system reports and logs.
4. Correspondence and decision and action items logs.

Task 4—Public Outreach

Consultant's role will be to support the District's public outreach/public relations staff, in relations to coordination, preparation and participation in the public outreach activities upon request.

Task 4A—Participate in Public Outreach Planning and Implementation

4A.1 Assist the District in preparing for public outreach planning and implementation.

4A.2 In coordination with the Phase Consultant, prepare DRAFT presentation materials for public hearing/ outreach.

4A.3 Attend public hearings and assist in developing responses to questions. Prepare meeting summaries and notes.

Task 4B—Support District Staff

When requested by the District:

4B.1 Prepare materials for District newsletters to the public.
4B.2 Prepare graphics, and other materials for District public information workshops.

Task 4C—Make Presentations

When requested by the District:

4C.1 Assist with the development of presentations to be made by District staff or Phase Consultant.

4C.2 Attend workshops and meetings as requested.

Task 4 Deliverables

1. Draft and final presentation materials for public hearings.
2. Meeting summary and notes from public hearings.

Task 5—Stakeholder Engagement

Consultant will assist the District with the stakeholder engagement efforts with inputs from Phase Consultants and the District.

Task 5A—Stakeholder Engagement Plan

5A.1 Provide annual updates to information contained in the Stakeholder Engagement Plan.

Task 5B—Develop, Track, Monitor and Resolve Stakeholder Issues

5B.1 Update the stakeholder database that includes key contact information and records outcomes of discussions and needs for follow up and actions on the part of the District.

5B.2 Log, process, and track all stakeholder correspondence.

5B.3 Prepare stakeholder information packets and workshop scripts.

5B.4 Conduct stakeholder workshops, and report on workshop results.

5B.5 Assist in tracking stakeholder issues.

Task 5C—Coordinate with DSOD and FERC

Consultant will coordinate with the DSOD and FERC as follows:

5C.1 Participate in regular monthly coordination meetings (conference calls) with District staff and representatives of the DSOD and FERC. Prepare and distribute meeting records, including key discussion points and action items.

5C.2 Facilitate and coordinate comment responses with the DSOD and FERC on key work products.

5C.3 Attend periodic meetings with DSOD and/or FERC staff to review key work products. Maintain meeting records that summarize key discussion points and action items.

5C.4 Prepare draft correspondence to DSOD/FERC.

5C.5 Maintain coordination/liaison with FERC Regional Engineer.

5C.6 Maintain coordination/liaison with DSOD Regional Engineer.

Task 5D—Coordinate with Other Agencies

When requested by the District:

5D.1 Prepare draft correspondence and documents to other agencies.

5D.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed.

5D.3 Prepare draft agreements, as required.

5D.4 Participate in Project-level meetings and quarterly District/other agency meetings.

5D.5 Assist the District with the coordination with County Parks and Recreation/other agencies to minimize disruption to recreational facilities, and the public.

Task 5E—Coordinate with Environmental Resource Agencies

When requested by the District:

5E.1 Coordinate work with Federal Emergency Regulatory Commission Division of Hydropower Administration and Compliance (FERC DHAC), Army Corps of Engineers (COE), National Marine Fisheries (NMFS), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB).

5E.2 Solicit agency input on administrative and technical requirements and verify that the requirements have been addressed.

5E.3 Prepare draft correspondence for District use.

5E.4 Prepare draft agreements, as required.

5E.5 Participate in Project-level meetings with resource agencies.

5E.6 Work with the Planning Consultant to develop a resource agency contact database.

5E.7 Maintain coordination/liaison with agency representatives.

Task 5 Assumptions

1. Up to two updates to the Stakeholder Engagement Plan will be developed in early 2015 and early 2016.

2. During the term of this Agreement, up to 24 monthly coordination meetings (phone conferences) will be conducted with FERC staff and an additional 24 monthly coordination meetings will be conducted with DSOD staff.

3. During the term of this Agreement, meetings will be conducted directly with DSOD and FERC staff (eight meetings each) to review and discuss key work products. DSOD meetings will be conducted in Sacramento in one day that includes both meeting participation and travel to and from District offices. For the FERC meetings, these meetings would be conducted in San Francisco for a total of six hours that includes both meeting participation and travel to and from District offices.

4. During the term of this Agreement, up to four meetings with each of the environmental resource agencies will be held. These meetings will be conducted at locations approved by the District's Project Manager in half a day, including travel to and from District offices.

Task 5 Deliverables

1. Updates to the Stakeholder Engagement Plan
2. Stakeholder Database

Task 6—Agreements, Contracts, and Services

Consultant will manage the Phase Consultants retained by the District to perform work in the different phases of this Project.

Task 6A—Provide Oversight Management for Planning Consultant's Work

6A.1 Conduct weekly coordination meetings with the Planning Consultant to review the progress of work and to address any questions or requests for information that may pertain to the work.

6A.2 Conduct monthly management meetings with the Planning Consultant to review overall performance compared with the Planning Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

6A.3 Respond to requests for information and/or clarification sent by the Planning Consultant that require District input for purposes of progressing the work.

6A.4 Monitor Planning Consultant's progress to verify conformance to the Project Work Plan.

6A.5 When requested, assist the District with the management of the Planning Consultant's Agreement.

Task 6B—Provide Oversight Management for Design Consultant's Work

Consultant will:

6B.1 Conduct weekly coordination meetings with the Design Consultant to review the progress of work and to address any questions or requests for information that may pertain to the progress of the work.

6B.2 Conduct monthly management meetings with the Design Consultant to review overall performance compared with the Design Consultant's Agreement Fees and Payments and Schedule of Performance; the progress of key work products; and to discuss and resolve any outstanding issues that may be necessary to keep the work on track.

6B.3 Prepare for and conduct Design Review Workshops at the 30%, 60%, and 90% levels of design completion.

6B.4 Respond to requests for information and/or clarification sent by the Design Consultant that require District input for purposes of progressing the work.

6B.5 Monitor Design Consultant's progress to verify conformance to the Project Work Plan.

6B.6 When requested, assist the District with the management of the Design Consultant's Agreement.

Task 6C—Assist with the Preparation of the District Contract Administration System (CAS) Process Documents

When requested by the District:

6C.1 Assist the District's Project Manager with the preparation of documents (preliminary and final) used for the District's CAS process.

Task 6D—Assist with the District's Permit Application to State, Local, and Other Agencies

Consultant will provide support to the District as follows:

6D.1 Establish requirements of local and state agencies with permit authority over planned work associated with the Project. Summarize findings in a technical memorandum.

6D.2 Prepare and maintain a permit database including list of agency contacts, types of application forms, and target milestones for acquiring permits. Administrative and encroachment permits could be required from the City of Morgan Hill, County Roads and Airports, County Parks and Recreation, and similar municipal type agencies.

6D.3 Support the District with permit applications and technical information in support of permits, as requested.

6D.4 Support District in preparation of various agreements, such as could be required for utility service in support of construction; utility relocation or accommodation; and real estate acquisition.

6D.5 Review and comment on agency work products such as studies, reports, technical memoranda and contract documents and incorporate status in meetings with District management.

Task 6 Assumptions

1. During the term of this Agreement, up to 100 weekly coordination meetings will be conducted with the Planning Consultant and up to 100 weekly coordination meetings will be conducted with the Design Consultant.

2. During the term of this Agreement, up to 24 monthly management meetings will be conducted with the Planning Consultant and up to 24 monthly management meetings will be conducted with the Design Consultant.

3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.

4. District is responsible for payment of all permit fees directly to the applicable agency.

Task 6 Deliverables

1. Draft and final agendas for Monthly Management Meetings and Design Review Workshops.

2. Draft and final meeting records (notes and action items) from Monthly Management Meetings and Design Review Workshops

3. Letters of transmittal and/or memoranda transmitting information and/or providing clarifications to questions or information requests made by the Phase Consultants.

4. Permit requirements technical memorandum

5. Permit database

6. Scope of CM Phase Consultant services with qualifications and selection criteria.

Task 7—Implement Value Engineering/Constructability Review

Consultant will perform Value Engineering (VE) and Constructability reviews according to the following subtasks.

Task 7A—Arrange and Conduct Value Engineering (VE) Sessions

7A.1 Conduct a VE session of the proposed scope of work during the Design Phase.

7A.2 Provide a Certified Value Specialist or Associated Value Engineering Specialist as the Value Engineering team leader, the necessary design discipline experts, and a cost estimator/scheduler.

7A.3 Prepare draft and final Value Engineering Report, including operability and maintainability assessments.

7A.4 Identify strategies for accelerating the Project's completion, and reductions in the Project cost, if possible.

Task 7B—Arrange and Conduct Constructability Reviews

7B.1 Conduct Constructability Reviews at the 30%, 60%, and 90% design completion milestones.

7B.2 Prepare draft and final Constructability Review Memoranda.

Task 7 Assumptions

1. VE sessions will be of 16-hour duration (excluding site visit and time required to review background information and design documents), and will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.

2. Value Engineering and Constructability Review sessions will be conducted in District offices and include a respective site visit.

3. Constructability Reviews will utilize personnel from within the Project Team's resources that include the District, Project Management Consultant and Design Consultant.

Task 7 Deliverables

1. A Value Engineering session agenda.

2. A Value Engineering draft and final report.

3. Three Constructability review session agenda.

4. Three Constructability Review Memorandums at the 30%, 60%, and 90% levels of design completion.

Task 8—Quality Assurance and Quality Control

Consultant will perform quality assurance and quality control of its deliverables and those of the Planning and Design Phase Consultants to ensure compliance with Contract requirements, the District's QEMS, and technical requirements of the work.

Task 8A—Maintain a Quality Assurance and Quality Control (QA/QC) Plan

8A.1 Maintain a QA/QC Plan in accordance with District requirements. Update the QA/QC Plan on an annual basis to reflect any changes in process and/or technical work subject to compliance with the Plan.

8A.2 Conduct quarterly audits of Project Management, Planning Phase, and Design Phase Consultant's Compliance with the requirements of the QA/QC Plan. Prepare brief memoranda that summarize outcomes of the audits.

Task 8B—Review Project Management Consultants' Deliverables for Compliance and Quality

8B.1 Provide independent technical review of all Project Management Consultant's deliverables in accordance with the requirements of the QA/QC Plan. Review must verify compliance with the terms and conditions of this Agreement and the District's QEMS. In addition, review should evaluate the soundness of technical content and any recommendations contained in the deliverables.

Task 8C—Review Planning Phase Consultant's Project Deliverables

8C.1 Review Planning Consultant's Project deliverables according to the Planning Consultant's Agreement with the District to verify conformance to the agreed-to scope of services.

8C.2 Verify that deliverables conform to the District's QEMS and Project Requirements.

8C.3 Verify that deliverables meet quality, schedule, and budget objectives.

8C.4 Coordinate with District staff and provide comments to the Planning Consultant on its work products.

Task 8D—Review Design Phase Consultant's Engineering Deliverables

8D.1 Review Design Phase Consultant's Project deliverables according to the Design Consultant's Agreement with the District to verify conformance to the agreed-to scope of services.

8D.2 Verify that deliverables conform to the District's QEMS and Project Requirements.

8D.3 Verify that deliverables meet quality, schedule, and budget objectives.

8D.4 Coordinate with District staff and provide comments to the Design Consultant on its work products.

Task 8 Assumptions

1. Phase Consultants are responsible for their own quality control of their services including deliverables. Project Management Consultant has an oversight function to verify Phase Consultants are following their established QA/QC procedures.

2. Two updates to the QA/QC Plan will be developed according to the terms of this Agreement in the first quarter of 2015 and again in 2016.

3. Review of Planning Consultant deliverables will include cursory review of in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including review of the following elements: CEQA Justification Memo, and Alternatives Technical Report, Air Quality, Biological Resource, Cultural Resource, Noise, Transportation and Traffic chapters in the Administrative (Draft) EIR, Biological Assessment for NMFS, Wetland delineation, Section 404(b)(1) Alternatives Analysis Report, Section 106 report, Administrative (Draft) EIR outline, Administrative (Draft) EIR, Administrative (Final) EIR, Statement of Overriding Considerations, MND, NOI for Geotechnical Investigations, NOD, Administrative (Draft) EA, EA, Finding of No Significant Impact, Mitigation and Monitoring Plan, EIR Meeting presentation, EIR Meeting Summary Report, Response to Comments Report on the EIR, EIR Adoption Hearing Summary Report, Response to Comments Memo on MND for Geotechnical Investigations, Notice of Availability, Notice of Completion, Newspaper Notice, Notice of Intent for NEPA, EA Notice of Availability, EA Newspaper Notice, Federal Register Notice, Interim permit applications for Geotechnical Investigations, Streambed Alteration Agreement (Permit) for CA DFW, JARPA permit application, VHP application.

4. Review of Design Consultant deliverables will include review of in-progress draft documents. Additional reviews and written comments will be provided for the submitted DRAFT, and FINAL documents including review of the following elements: Geotechnical Data Report, Embankment Stability, Embankment Deformation and Settlement Analyses, Foundation and Embankment Seepage, Outlet Works Design, Geotechnical Baseline Report, Reservoir Operations, Material Development and Handling, Cofferdam, Basis of Design Report, Civil, Road and Utilities technical memoranda, Construction Sequencing Plan, Comment Resolution Document, Bid Sheet, Construction Permit Framework Document, Commissioning, Training and Maintenance Plan, Design to Construction Phase Transition Report.

5. Review of Design Consultant design submittal deliverables will include review and written comments the DRAFT, REVISED DRAFT and FINAL SUBMITTALS. [30%, 60%, 90%, and/or Final (100%) Plans, Specifications, and Estimates (PS&E) submittals].

Task 8 Deliverables

1. Annual updates to the Project QA/QC Plan;

2. Compliance audit memoranda; and

3. Quality Review Form (QRF) Forms documenting comments on Planning and Design Phase deliverables.

Task 9—Board of Consultants

9.1 Perform contract management for the following members of the BOC:

9.1.1 The BOC representative for dam-related geotechnical requirements.

9.1.2 The BOC representative for geo-seismic requirements.

9.1.3 The BOC representative for hydrology/hydraulic engineering requirements.

9.1.4 The BOC representative for dam engineering requirements.

9.2 Consultant shall coordinate the work of BOC with the District, FERC, DSOD, and Design Phase Consultant staff. At key milestones, other duties shall include, but may not be limited to the following:

9.2.1 Scheduling of informal and formal BOC meetings, including sending Outlook Calendar invitations and securing District meeting rooms and audio/visual equipment, as required.

9.2.2 Meeting agendas.

9.2.3 Preparation and distribution of BOC meeting packages, including technical memoranda, reports, and plans and specifications, etc.

9.2.4 Preparation of BOC meeting presentation materials and coordination with the District and Design Phase Consultant on technical content of presentation materials.

9.2.5 "Hosting" of the meetings at District facilities.

9.2.6 Preparation of the draft and final meeting record of key discussion topics, comments, actions, items and/or outcomes.

9.2.7 Preparation of initial response to the BOC comments with input from the Design Consultant.

9.2.8 Preparation of initial draft response letter to the BOC comments, and incorporation of changes after review by District staff.

9.2.9 Distribution of the District's official response to the BOC comments.

Task 9 Assumptions

1. BOC will function in accordance with FERC requirements.

2. BOC will provide input at key Project milestones. During the term of this Agreement, up to five formal BOC meetings and up to eight informal BOC meetings will be held. Formal BOC meetings will be conducted for two days and informal BOC meetings for half a day.

3. One additional BOC meeting near the 60% Design milestone will include a Potential Failure Mode Analysis Workshop (PFMA), in which the BOC members will participate. The PFMA workshop will be conducted for one day.

4. Technical presentation materials for BOC meetings will be prepared by the Design Phase Consultant.

5. BOC meetings will be held at District offices.

Task 9 Deliverables

1. Task Order Agreements for services required of members of the BOC.

2. Draft and Final Meeting Agenda for informal and formal BOC meetings.

3. BOC meeting packages consisting of technical work products developed for the Project.

4. BOC meeting presentation materials consisting of PowerPoint slides and/or handouts for review at the informal and formal BOC meetings.

5. Draft and Final Preparation of BOC meeting records.

6. Preparation of District responses to BOC comments on technical work products.

Task 10—Interim Safety Measures

This section intentionally left blank.

Task 11—Supplemental Services

11.1 Environmental Mitigation

Provide assistance for mitigation work pertaining to Habitat Conservation Plan (HCP), special status plants, etc., related to the Project.

11.2 Graphical and Physical Modeling

Construct physical models of the proposed dam retrofit at different stages of design as well as graphical models, elements of renderings, and video animations, if requested by the District.

11.3 Feasibility Studies and Design for an Information Center

Consultant will conduct feasibility studies, prepare cost proposals on options and prepare the design for an Information Center at Anderson Reservoir, if requested by the District.

11.4 Additional Workshops /Review Meetings

Additional workshop/review meetings not identified in the scope of services may be requested by the District.

11.5 Cochrane Road Design

Prepare conceptual design for the re-alignment of Cochrane road at the foot of Anderson Dam, if requested by the District.

11.6 Other Baseline Memoranda

Additional technical memoranda and subtasks not identified in the scope of services may be requested by the District.

11.7 Design and Constructability Reviews for the Calero-Guadalupe Dams (CGD) Seismic Retrofits Project

As per Article III., Project Delivery Approach, the District may include Project Management services for other dam seismic retrofit projects.

a. Review and provide written comments on the 30%, 60%, and/or 90% Plans, Specifications and Estimates (PS&E) submittals for CGD.

Task 12—Provide Project Management Assistance for Calero-Guadalupe Dams (CGD) Seismic Retrofits Project

As per Article III., Project Delivery Approach, the District may include Project Management services for other dam seismic retrofit projects.

12.1 Review Planning Study Deliverables from CGD Planning Consultant

The Consultant will provide written technical reviews of the following CGD Planning Consultant's deliverables within the time frame specified by the District: Probable Maximum Flood (PMF) Reports on Calero and Guadalupe Reservoirs; Technical Memoranda for Calero Outlet Works, Guadalupe Outlet Works, Calero Hydraulic Lines and Related Appurtenances, Guadalupe Hydraulic Lines and Related Appurtenances, Historic Seepage at Calero, Report on Improved Seepage Collection and Monitoring Systems at Calero, and Upstream Concrete Protection Panels at Guadalupe Reservoir; Problem Definition Reports for Calero Dam and Guadalupe Dam; Alternatives Analysis Reports for Calero Dam and Guadalupe Dam; Project Risk Plans for Calero Dam and Guadalupe Dam.

12.2 On-Site Borrow and Spoil Requirements

The CGD Planning Consultant will identify the on-site quarry/quarries for both Calero Dam and Guadalupe Dam. The Consultant shall review and provide written comments on the following documents: Technical Memorandum on Borrow and Spoil Siting, including the feasibility-level geotechnical study of preferred borrow (quarry) site/s and the feasibility-level documentation of the footprint of disturbance associated with the preferred borrow and spoil sites.

12.3 Technical Consultation and Support

The Consultant will provide technical consultation, advice, and support to the CGD's District Project Manager on an as-needed basis.

VIII. 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.

3. Consultant will provide full time staff designated in Revised Attachment One to Revised Appendix One.

4. Consultant's Project Manager and full-time contract staff will be located with District Water Utility Capital Division staff at District Headquarters to the extent defined in Revised Attachment One to Revised Appendix One.

5. Due to the nature of the services the Consultant will provide pursuant to this Agreement, Consultant, its subcontractors, and its subconsultants are required to execute a Non-Disclosure Agreement (see Attachment Four to Appendix One). 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, expiration, or termination of the Agreement.

C. Project Management

1. Emmanuel Aryee, the District's Dams and Pipeline Project Delivery Unit Manager, is the District's Project Manager and is responsible for the Project team.

2. The Project Manager for Consultant is as indicated in the Revised Attachment One to Revised Appendix One, and is also responsible for managing the schedule and the coordination of the phase consultants.

D. Task Orders

Supplemental Services may be assigned to the Consultant through issuance of Task Orders. See Attachment Three—Task Order Template. After Supplemental Services to be performed under this Agreement are identified and communicated to the Consultant by the District Project Manager, the Consultant shall prepare a proposed Task Order. The proposed Task Order must identify the following:

1. Description of the services, including deliverables;

2. The total not-to-exceed amount for consultant to complete the services, including estimated number of hours per assigned staff to complete the services;

3. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District's Project Manager;

4. Estimated cost of each reimbursable expense, including any applicable fees;

5. Time schedule for completing the services;

6. Copies of applicable state and federal permits required to complete the services, unless previously provided to the District's Project Manager.

7. 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 Water Utility Capital Division Deputy Operating (Officer, or the District Project Manager if the Task Order amount is less than or equal to $100,000) and the Consultant's Project Manager.

8. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District Water Utility Capital Division Deputy Operating (Officer or the District Project Manager if the Task Order amount is less than or equal to $100,000) and a specific 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.

E. 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 is does not currently have nor has had in the past three (3) years, a financial relationship with any of the organizations that the Consultant is assisting the District with their oversight management, that could impact the Consultant's ability to provide independent and impartial services to the District:

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 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.

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:

   a. For any contract to be awarded for the design or construction of any project that is related to the services provided under this Agreement; or

b. 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.

c. The Consultant and its sub-consultants referenced in Revised Attachment One to Revised Appendix One are precluded from proposing and/or contracting with the District for any professional service listed in this Revised Appendix One, Article III., Project Delivery Approach, section A, B, and C above. However, subcontractors, vendors, and/or suppliers providing non-professional services for this Agreement, such as but not limited to photocopying services, photography services, lab testing, soil borings, or other technically-related services may propose and/or contract with prime consultants or the District for each of the separate professional services referenced in Article III., Project Delivery Approach, section A, B and C above.

F. Term & Termination

This section F, Term and Termination and the following section G, Consultant's Compensation Upon Termination or Suspension, replace the second paragraph stated in the Standard Consultant Agreement portion of this Agreement, at Section VI. Changes in Work.

Term & Automatic Termination:

1. 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 and 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 VIII.7, Consultant's Compensation Upon Termination or Suspension.

c. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 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.

G. 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's 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 this 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 this 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 this Agreement or the applicable Task Order for that item of service.

H. District Quality Environmental Management System (QEMS) Awareness and Training.

As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the Contractor QEMS Awareness pamphlet, Document No. F622D04, incorporated herein by this reference hereto, with any of the employee(s), sub-contractor(s), and/or sub-consultant(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. The District will provide Consultant with the current version of the Contractor QEMS Awareness pamphlet, Document No. F622D04, upon execution of this Amendment No. 2 to the Agreement.

I. Release of Information Prohibited

The Consultant is not permitted to provide any information concerning this Project to the media nor anyone other than authorized District personnel. The Consultant will not release any information pertinent to this Project under planning, design or construction for publication, public disclosure, or in any other manner without first obtaining written approval from the District's 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's Project Manager. Consultant will not communicate with the media regarding any such matter.

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
E-mail: KOven@valleywater.org
Fax: 408-979-5656

Consultant:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Dan Meyer, Senior Vice President
West Region Managing Director
E-mail: meyerdw@bv.com
Fax: 925-949-5902

K. Contract Administrator

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Ravi Subramanian, Deputy Administrative Officer
Procurement and Operational Services Division
E-mail: RSubramanian@valleywater.org

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 sub-consultants will always communicate and interact with the members of the public in a polite and professional manner.

M. Revised Appendix One Attachments

The following listed Attachments referred to herein are incorporated in this Revised Appendix One—Scope of Services as though set forth in full:

VIII.13.1 Revised Attachment One—Consultant's Key Staff and Sub-consultants

VIII.13.2 Attachment Two—Dispute Resolution

VIII.13.3 Attachment Three—Task Order Template

VIII.13.4 Attachment Four—Non-Disclosure Agreement

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REVISED ATTACHMENT ONE TO REVISED APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to this Project are as follows:

Team Member	Project Role
Ron Henderson	QA Manager
Chris Mueller	Program Manager
Brian Hubel	Engineering Oversight Manager
Jeff Bair	Constructability Reviews & Value Engineering
Ray Brainard	Construction Oversight Manager

2. If necessary, appropriate, and for compliance with Revised Appendix Two (paragraph 12), Consultant will employ sub-consultants it deems appropriate to the complexity and nature of the required services. All sub-consultants 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 sub-consultants. Upon District's request, Consultant must provide copies of all sub-consultant agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement.

   The following sub-consultants are authorized to work on this Project:

Firm	Project Role	Key Personnel
Schaaf & Wheeler	Engineering Support Permitting Contract Management	Chuck Anderson David Foote Eliza McNulty Jim Schaaf Andrew Sterbenz Caitlin Gilmore
Avila and Associates	Project Controls	Ernesto Avila
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight	Jim Creighton
Live Oak Associates, Inc.	Environmental Oversight	Rick Hopkins
Parikh Consultants, Inc.	Geotechnical	Gary Parikh
M Pauletto and Associates, LLC	Quarries & Heavy Construction	Mike Pauletto
Jack Cassidy	Board of Consultants	Jack Cassidy
Lloyd Cluff	Board of Consultants	Lloyd Cluff

Revised Attachment One to Revised Appendix One
Consultant's Key Staff and Subconsultants

Firm	Project Role	Key Personnel
Ray Seed	Board of Consultants	Ray Seed
GEI, specifically the services of Steve Verigin	Board of Consultants	Steve Verigin

Contact information for the above listed Sub-Consultants is as follows:

Expertise: Engineering Support, Permit Acquisition Support, Contract Management			
Firm:	**Schaaf & Wheeler**	Contact:	Chuck Anderson
Address:	1171 Homestead Road, Suite 255 Santa Clara, CA 95050	Phone:	(408) 246-4848
		E-mail:	Canderson@swsv.com

Expertise: Project Controls			
Firm:	**Avila & Associates**	Contact:	Ernie Avila
Address:	712 Bancroft Road, Suite 333 Walnut Creek, CA 94598	Phone:	(925) 673-0549
		E-mail:	eavila@avilaassociates.com

Expertise: Environmental Oversight			
Firm:	**Live Oak Associates, Inc.**	Contact:	Rick Hopkins
Address:	6840 Via Del Oro Suite 220 San Jose, CA 95119	Phone:	(408) 224-8300
		E-mail:	rhopkins@loainc.com

Expertise: Public Outreach & Stakeholder Involvement			
Firm:	**Creighton & Creighton**	Contact:	Jim Creighton
Address:	P.O. Box 1030 Los Gatos, CA 95031	Phone:	(408) 354-80011 Mobile (408) 348-6555
		E-mail:	jim@publicparticipation.com

Expertise: Geotechnical			
Firm:	**Parikh Consultants, Inc.**	Contact:	Gary Parikh
Address:	2360 Qume Drive, Suite A San Jose, CA 95131	Phone:	(408) 452-9000
		E-mail:	gparikh@parikhnet.com

Revised Attachment One to Revised Appendix One
Consultant's Key Staff and Subconsultants

Expertise: Quarries & Heavy Construction			
Firm:	**M Pauletto and Associates, LLC**	Contact:	Mike Pauletto
Address:	11204 NW 37th Court Vancouver, WA 98685	Phone:	(306) 571-5539
		E-mail:	mpauletto@aol.com

Expertise: Board of Consultants (Hydrology & Hydraulics)			
Firm:	**Jack Cassidy**	Contact:	Jack Cassidy
Address:	2884 Saklan Indian Drive Walnut Creek, CA 94595	Phone:	(925) 933-5994
		E-mail:	jjcassidyhydro@comcast.net

Expertise: Board of Consultants (Geosciences)			
Firm:	**Lloyd S. Cluff**	Contact:	Lloyd Cluff
Address:	33 Mountain Spring Avenue San Francisco, CA 94114	Phone:	(415) 564-9371
		E-mail:	lloydcluff@gmail.com

Expertise: Board of Consultants (Dam Geotechnical)			
Firm:	**Raymond B. Seed**	Contact:	Prof. Ray Seed
Address:	University of California, Department of Civil and Environmental Engineering 423 Davis Hall Berkeley, CA 94720	Phone:	(510) 643-8438
		E-mail:	seed@ce.berkeley.edu

Expertise: Board of Consultants (Dam Engineering)			
Firm:	**GEI (Specifically the services of Steve Verigin)**	Contact:	Steve Verigin
Address:	180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017	Phone:	(510) 350-2900
		E-mail:	sverigin@geoconsultants.com

3. None of the above-named Consultant staff or sub-consultants will be replaced without the approval of the District's Project Manager. Should replacement or additional sub-consultants be required to provide services under this Agreement, District preapproval is required. Upon District approval, sub-consultants can be added to this Agreement through amendment as stated herein of both Revised Attachment One to Revised Appendix One and Revised Appendix Two (Fees and Payment). 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 this 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-level knowledge in the possession of the person or persons being replaced.

b. The Project Team's organization chart and delegated responsibilities of each team member will be revised accordingly and submitted to the District for concurrence.

c. Prior to issuance of the Agreement Notice-To-Proceed each subconsultant firm's authorized representative will sign and submit the District's Non-Disclosure Agreement, which is provided as Attachment Four to Revised Appendix One. Failure by a sub-consultant's authorized representative to sign the District's Non-Disclosure Agreement; the District will authorize the Consultant to retain an equivalently qualified firm as a replacement subconsultant. Consultant shall provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System.

d. In addition, sub-consultants' key staff are required to sign and submit the District's Personal Non-Disclosure Agreement, which is provided as Attachment One to Attachment Four to Revised Appendix One. Consultant will provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System.

4. The District's Project Manager may approve any revisions to Consultant's key staff or designated sub-consultant's key-staff as an administrative modification to this Agreement.

5. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use office space, desks, chairs, filing cabinets, office supplies, telephones for District related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with Water Utility Capital Programs Division, that is required to perform the services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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ATTACHMENT TWO TO REVISED APPENDIX ONE
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 this 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 will 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 will 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.

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 will be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation will 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 will 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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REVISED ATTACHMENT THREE TO REVISED APPENDIX ONE
TASK ORDER TEMPLATE

Task Order No._____

Agreement: Standard Consultant Agreement_____ ("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 this Agreement and issuance of a notice-to-proceed by the District's Project Manager, Consultant is hereby authorized to perform the services described in Attachment A to this Task Order. Any costs incurred, services 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 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. Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District's 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 Revised 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's Capital Projects Water Utility Deputy Operating Officer and Consultant's 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 perform the services are attached to this Task Order, unless the Consultant's 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
ON BEHALF OF CONSULTANT

Date

Signature/Print Name: _____ _____

SANTA CLARA VALLEY WATER DISTRICT
DEPUTY OPERATING OFFICER

Date

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ATTACHMENT FOUR TO REVISED APPENDIX ONE

Santa Clara Valley Water District

NON-DISCLOSURE AGREEMENT (NDA)
(1001-0418-121)

This Non-Disclosure Agreement ("NDA") is entered into as of the date executed below, by and between Santa Clara Valley Water District (hereinafter the "District"), and _____ _____ Black and Veatch, or which together with its subsidiaries and affiliates, are individually and collectively be referred to hereinafter as the "Company."

1. During the course of Company's relationship with the District, which commences with the District's issuance of Notice-to-Proceed for Standard Consultant Agreement #_____ for Project Management Services for the Anderson Dam Seismic Retrofit Project (Project), the District has disclosed or may disclose to Company confidential information that may include but not be limited to the following kinds of information: all draft/final documents associated with the solicitation, selection, award, administration and management of any and all contracts for Phase Consultant(s) and related construction contracts for the Project, plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information ("Confidential Information").

2. Company agrees:

   (i) To hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information;

   (ii) Not to reproduce, transcribe, or disclose the Confidential Information, or any information derived from the Confidential Information to third parties without prior written approval by the District;

   (iii) Not to make, have made, use, distribute or sell for its own purposes or for any purpose other than on behalf of the District, any item or data incorporating Confidential Information;

   (iv) To only make a minimum amount of copies of any Confidential Information that is absolutely necessary to carry out services it provides to the District;

   (v) To only disclose Confidential Information to its responsible employees who have: (a) a need to know such Confidential Information in order to carry out the services Company provides to the District; and (b) signed and returned to the District the PERSONAL NDA, attached to this NDA;

(vi) To promptly return all copies, renderings, transformations, and derivatives of the Confidential Information to the District at the termination of its working relationship with the District; or if requested by the District to destroy and certify in writing the destruction of such Confidential Information; and

(vii) To notify the District in writing immediately when it becomes aware of any unauthorized release of the Confidential Information.

3. Company acknowledges that its compliance with this NDA is necessary to protect the District, and that any action on Company's part that is inconsistent with this NDA will cause the District irreparable and continuing harm. Therefore, if anything Company (including its employees and agents) does that is inconsistent with this NDA, Company consents to the District obtaining a court order to stop its inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

4. The obligations established by this NDA may be supplemented by contract terms hereafter agreed to by District and Company. All additions or modifications to this NDA must be made in writing and must be signed by both parties. This NDA is made under and will be construed according to the laws of the State of California.

By signing below, I acknowledge that I have read this NDA and I have authority to agree, and do agree, on behalf of Company to all of the terms and conditions contained in this NDA.

COMPANY:

Signature: _____ Date: _____

Name: _____ Title: _____

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Santa Clara Valley Water District

ATTACHMENT TO NDA
PERSONAL NON-DISCLOSURE AGREEMENT (PNDA)
(10-18-11)

1. I acknowledge that the Santa Clara Valley Water District ("District") will make available to me from time to time certain information that is highly confidential to the District. I acknowledge that such information is extremely sensitive and agree that I will not disclose all or any part of this confidential information to any person, firm, corporation, association, or partnership without the written permission of the District. For example, this confidential information may include but not be limited to the following kinds of information: Request for Proposal #4410 Engineering and Construction Claims Consulting Services, plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information.

2. I will hold all of the District's confidential information at all times in trust and strictest confidence for the District from and after the date of its creation or disclosure to me. I will prevent the impermissible release of the District's confidential information. I will not retain nor incorporate any of the confidential information into any database or any medium other than may be required for the District's exclusive benefit. I will not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this PNDA.

3. In addition, I will not perform an illegal act and I will not share the password or account access provided exclusively to me. When leaving a workstation unattended, or out of sight, I will save my work and log off or lock the workstation to prevent unauthorized access. I will make no attempt to circumvent access codes or information protection schemes or uncover security loopholes or attempt to break authentication procedures or encryption protocols. I will make no attempts to increase the level of access to which I have been authorized. I will not attempt to use or obtain access codes in an unauthorized manner or from another user. I will not allow non-employees to access District computer systems.

4. I agree to abide by the statements made regarding the use of confidential information, including, without limitation, any on the use of the District's network.

5. I acknowledge that my faithful compliance with this PNDA is necessary to protect the District and that any action on my part that is inconsistent with this PNDA will cause the District irreparable and continuing harm. Therefore, if anything I do is inconsistent with this PNDA, I consent to the District obtaining a court order to stop my inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

PLEASE COMPLETE THE FOLLOWING SECTION (PLEASE PRINT):

Full Name:			
Company Name:			
Phone No.:		Fax No.:	
E-mail Address:			
Who is your District employee contact?			
Signature:		Date:	

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REVISED 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 and Revised Appendix One—Scope of Services for this Agreement will be based upon the Total Fixed Not-to-Exceed (NTE) Fees stated in this Revised 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 perform the services.

II. TOTAL AUTHORIZED FUNDING

Total payment for services performed, as defined in Appendix One and Revised Appendix One—Scope of Services, will not exceed a total amount of **$9,018,842** 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 and Revised Appendix One of this Agreement.

COST BREAKDOWN

Task Number and Description		Not-to-Exceed		
		Original Agreement and Amendment No. 1	Amendment No. 2	Total
1.	Project Management and Capital Project Delivery	$433,100	$674,196	$1,107,296
2.	Coordination and Communication	$440,200	$285,886	$726,086
3.	Administrative Work	$704,400	$201,218	$905,618
4.	Public Outreach	$65,900	$164,536	$230,436

Revised Appendix Two
Fees and Payments

Task Number and Description		Not-to-Exceed		
		Original Agreement and Amendment No. 1	Amendment No. 2	Total
5.	Stakeholder Engagement	$42,300	$498,064	$540,364
6.	Agreements, Contracts and Services	$432,300	$542,624	$974,924
7.	Implement Value Engineering/ Constructability Review	$131,400	$192,863	$324,263
8.	Quality Assurance and Quality Control	$232,600	$907,335	$1,139,935
9.	Board of Consultants	$103,100	$637,655	$740,755
10.	Interim Safety Measures	$37,300	$0	$37,300
Type 1, 2, & 3 Other Direct Costs (refer to Appendix Two, Fees and Payments, IV. Terms and Conditions, paragraph #6. Below)		$138,000	$189,000	$327,000
Subtotal Tasks 1 through 10 Not-to-Exceed Amount		$2,760,600	$4,293,377	$7,053,977
11.	Supplemental Services	$896,200	$699,632	$1,595,832
12.	Provide Project Management Assistance to the Calero-Guadalupe Dams Seismic Retrofits Project Manager	$0	$369,033	$369,033
Total Agreement Not-to-Exceed Amount		$3,656,800	**$5,362,042**	$9,018,842

IV. TERMS AND CONDITIONS

Payments for work completed, as defined in 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 2014 Base Hourly Rate Schedule. This 2014 Base Hourly Rate Schedule is based on rates effective for the calendar year 2014 and addresses the scope of services defined in the Revised Appendix One, which does not include legal-

related services involving a third-party dispute with the District such as and not limited to the preparation of declarations, participation in depositions, or providing testimony before a court.

2. The stated 2014 Base Hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. On January 2, 2015, these rates may be escalated in accordance with the ECI as defined below. After twelve (12) months from January 2, 2015 ("anniversary date"), and each 12 months thereafter, these 2014 Base Hourly Rates, listed below, 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 **2.5%**, whichever is less. A negative ECI will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Utility Capital Services Division Deputy Operating Officer.

2014 Base Hourly Rate Schedule

Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate
CONSULTANT		
Black & Veatch:		
Project Director/PIC	$283.82	
Senior Practice Leader	$283.82	$278.72
Program Manager	$283.32	$278.72
Practice Leader	$257.04	
Safety Manager	$246.33	
Senior Construction Manager	$240.98	
Deputy Program Manager	$230.27	
Sr. Project Supervising Engineer	$251.69	$246.59
Construction Manager	$208.85	
Senior Engineer	$208.85	$203.75
Cost Estimator	$203.49	
Senior Project Engineer	$192.78	$187.68
Sr. Project Controls	$187.43	
Project Controls	$160.65	
Associate Engineer	$155.30	
GIS Practice Leader	$155.30	

Revised Appendix Two
Fees and Payments

Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate
Sr. Regional Administrator	$133.88	
SUBCONSULTANTS (SBE)		
Schaaf & Wheeler:		
Principal	$267.75	
Project Manager	$219.56	
Senior Engineer	$171.36	$166.26
Associate Engineer	$128.52	
Junior Engineer/Project Administrator	$117.81	
Administrative Assistant	$100.84	
Avila & Associates:		
Project Controls Manager	$216.08	$210.98
Senior Engineer II	$207.73	
Senior Engineer I	$187.27	
Project Administration Specialist	$100.84	
Creighton & Creighton, Inc:		
Principal	$200.18	
Live Oak Associates, Inc:		
Principal	$192.78	
Senior Associate	$139.23	
Director of Ecol. Services (SJ)	$160.65	
Director of Ecol. Services	$149.94	
Project Manager	$117.81	
Director of Cartography	$128.52	
Assistant Project Manager	$101.75	
Support Staff	$69.62	
Parikh Consultants, Inc:		
Project Manager	$233.91	
Senior Project Engineer	$168.70	
Project Engineer	$131.82	
Field Engineer	$110.03	
Staff Engineer	$90.20	
SPECIALTY SUBCONSULTANTS (Non-SBE)		
M Pauletto And Associates:		
Borrow & Spoil Sites	$257.86	
Cluff:		
Lloyd Cluff, BOC	$240.98	

Revised Appendix Two
Fees and Payments

Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate
Seed:		
Ray Seed, BOC	$240.98	
Cassidy:		
Jack Cassidy, BOC	$240.98	
GEI:		
Steve Verigin, BOC	$240.98	

Note: In a third party dispute situation, District will determine if Consultant services are necessary and appropriate at District's expense. Should such services be requested, the above rates do not apply and the Consultant and District will negotiate separate rates as appropriate.

3. Unused fees from a completed or active task may be reallocated to an active task provided that the Agreement total NTE amount is not exceeded. The Parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. However, transferring fees from future tasks to current tasks will not be permitted. The transference of funds may occur only after written approval from the District Water Utility Capital Division Deputy Operating Officer.

4. Not-to-exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District Water Utility Capital Division Deputy Operating Officer.

5. Expenses incurred by the Consultant for Sub-consultants providing professional services will be reimbursed at actual cost plus **5**%.

6. Other Direct Cost (ODC)

   a. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:

   b. ODC—Type 1: This includes the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.

c. ODC—Type 2:

(1) This includes the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants (Seed, Cluff, Cassidy, and Verigin) and the Quarry Expert (Pauletto).

(2) Pending District pre-approval of travel, the related costs (e.g. airfare, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.

(3) Travel and overnight accommodations, including per diem, for ODC Type 2 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 the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs.

(4) Vehicle rental is limited to a compact or economy model.

(5) Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

d. ODC—Type 3:

(1) This includes incidental costs that are ancillary, but are direct Project related costs that are small dollar amount (e.g., less than $200) and cannot be estimated or planned for in detail.

(2) This includes, but is not limited to such items as: postage, FedEx/UPS, in-state travel to meet with FERC and/or DSOD, phone calls between Home and Project offices, specialized computer usage such as GIS or CAD, and misc. meeting expenses.

(3) These costs will be billed monthly based on a percent complete basis as approved by the District's Project Manager in accordance with the amount specified in Section III of this, Revised Appendix Two.

(4) Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate measured from the District Headquarters to Project site, if directed and authorized by the District. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

7. 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 Revised Appendix One and include categorized costs for all labor charges, name and personnel category, and direct charges by task, must reflect actual fees versus the Agreement not-to-exceed fees in this Revised Appendix Two. Before submitting an invoice, a draft progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District's Project Manager. Upon preliminary approval by the District, the Consultant will send via United States mail the complete signed and dated hardcopy invoice, including all supporting documentation to the District's Project Manager. District review of the draft invoice does not represent final approval of the hardcopy invoice.

8. District's Project Manager will review each 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 undisputed invoice amount. District will pay undisputed invoices within 30 calendar days from date invoice is received by District's Project Manager.

9. Prevailing Wages

a. 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.

b. 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.

Revised Appendix Two
Fees and Payments

10. Consultant's services will be performed by its and sub-consultants' staff members at the lowest hourly rates commensurate with the complexity of the required services.

11. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.

12. 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 **35%** 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 (BSE) participation.

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REVISED APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences on the date specified in the introductory paragraph of this Agreement. This Agreement expires July 30, 2016, unless its term is modified by a written amendment hereto, signed by both Parties prior to its expiration.

2. Consultant has commenced performance of tasks listed in Appendix One and will perform as stated in Revised Appendix One of this Amendment No. 2 as of its effective date.

3. Consultant will perform and complete the services described in Revised Appendix One in accordance with this Amendment No. 2 to the Agreement pursuant to the Project Schedule table as shown below that is based on the overall District Approved Project Plan schedule. 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 in the table below. In the event Consultant becomes aware that the Project Schedule will be delayed, Consultant will notify the District as soon as possible; explain the reason(s) for the delay; the estimated length of the delay; and a description of the actions being taken to address the delay. If the 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, Section VII. Delays and Extensions.

6. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement.

Task	Description	Completion Date or Duration from Amendment No. 2 Commencement Date
1	Project Management and Capital Project Delivery	Duration of Agreement
2	Coordination and Communication	Duration of Agreement
3	Administrative Work	Duration of Agreement
4	Public Outreach	Duration of Agreement
5	Stakeholder Engagement	Duration of Agreement
6	Agreements, Contracts, Services	Duration of Agreement

Revised Appendix Three
Schedule of Completion

Task	Description	Completion Date or Duration from Amendment No. 2 Commencement Date
7	Implement Value Engineering/Constructability Review	Duration of Agreement
8	Quality Assurance and Quality Control	Duration of Agreement
9	Board of Consultants (BOC)	Duration of Agreement
10	Interim Safety Measures	Duration of Agreement
11	Supplemental Services	Duration of Agreement
12	Provide Project Management Assistance for Calero-Guadalupe Dams Seismic Retrofits Project	Duration of Agreement

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APPENDIX FOUR
INSURANCE

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Contract Administration Unit
AGMT: A3555A FILE: 4400-1

AMENDMENT NO. 1
TO AGREEMENT A3555A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND BLACK AND VEATCH

This Amendment No. 1 ("Amendment"), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A3555A ("Agreement") dated January 24, 2012 between SANTA CLARA VALLEY WATER DISTRICT hereinafter called ("District") and BLACK AND VEATCH hereinafter called ("Consultant"), collectively, the "Parties".

Recitals

Whereas, Consultant is currently performing project management services for the District's Anderson Dam Seismic Retrofit Project; and

Whereas, the Agreement has an expiration date of April 30, 2014; and

Whereas, the Parties desire to amend the Agreement to extend its term, modify the Schedule of Completion, in order to provide sufficient time for Consultant to complete additional services as described in the Agreement and directed by District and for District staff to review Consultant's deliverables and finalize all documents prepared by the Consultant.

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

1. Appendix Three, Schedule of Completion, paragraph #1 is amended to revise the Agreement expiration date to June 30, 2014.

2. Appendix Three, Schedule of Completion, paragraph #6, Project-Level Schedule, is amended to modify the "Completion Date or Duration from NTP" column for Task 1 through Task 10, from 24 months to 26 months.

3. All other terms and conditions of Agreement not otherwise amended as stated in this Amendment No. 1 remain in full force and effect.

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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: _____ 4/1/14
Beau Goldie Date
Chief Executive Officer

BLACK AND VEATCH
"Consultant"

By: _____ 3-25-14
Dan Meyer Date
Sr. Vice President

Company Address:
2999 Oak Road, Suite 490
Walnut Creek, CA 94597

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SCVWD ENACTED COPY
Contract Administration Unit
AGMT: A3555A FILE: 4400

Santa Clara Valley Water District

STANDARD CONSULTANT AGREEMENT

C0323 (08-03-09)

THIS AGREEMENT "Agreement" is entered into on January 24, 2012, by and between SANTA CLARA VALLEY WATER DISTRICT, ("District"), and BLACK AND VEATCH ("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

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.

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.

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.

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.

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.

Consultant is required, at District's request, to meet with District staff regarding performance of the Scope of Services.

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.

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 Agreement, 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.

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

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.

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.

SECTION IV

FEES AND PAYMENT

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.

Consultant must send all invoices to:

Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670

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:

- Agreement Number.
- Full Legal Name of Consultant/Firm.
- Payment Remit-to Address.
- Invoice Number.
- Invoice Date (the date invoice is mailed).
- Beginning and end date for billing period that services were provided.

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.

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.

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 acceptance for the entire work as stated in Appendix One and close out of the Agreement. Provided that at any time after the completion of the Planning Study Report (PSR) by the Planning Consultant, 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 Agreement close out.

SECTION V

TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

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.

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

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.

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

In the event of a dispute regarding performance of any of the terms of this Agreement, the parties agree to proceed as follows:

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.

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

District reserves the right to approve the Consultant's Project Manager assigned to said work.

Consultant may not assign this Agreement without the express written consent of the District.

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.

Any discretion or right to approve given to any party herein must be exercised in a reasonable manner.

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.

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.

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.

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.

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.

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.

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.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement the day first hereinabove written.

SANTA CLARA VALLEY WATER DISTRICT

"District"

By: _____
Name Linda J. LeZotte
Title Board Chair

ATTEST:

_____
Clerk/Board of Directors

BLACK AND VEATCH

"Consultant"

By: _____
Name Ronald E. Henderson
Title Vice President

Firm Address:

2999 Oak Rd, Suite 490
Walnut Creek, CA 94597

"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."

APPENDIX ONE
SCOPE OF SERVICES

ANDERSON DAM SEISMIC RETROFIT PROJECT
PROJECT MANAGEMENT SERVICES

This Appendix describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project).

I. PROJECT OVERVIEW

The District intends to retain four separate consulting firms to deliver the Project. The planning, design, and construction management firms will each be responsible for the delivery within the phases of the Project. The Project Management services consultant (Consultant) is responsible for the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives.

The Consultant will manage its team (as described below in Project Delivery Approach) to assist the District with:

1. Resolving the seismic deficiencies at Anderson Dam per Division of Safety of Dams (DSOD)/ Federal Energy Regulatory Commission (FERC) standards and in a timely manner;
2. Meeting the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures as provided in Attachment 6;
3. Meeting the requirements of applicable federal, state, and local laws and regulations required for Project delivery;
4. Meeting requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;
5. Providing a sound basis to address stakeholders' interests;
6. Providing the District's Board of Directors, FERC, and DSOD with the basis for approving the proposed Project. The proposed Project and alternatives will be developed by the Planning Consultant in concert with direction provided by the District and input from the Consultant.

II. PROJECT BACKGROUND

The DSOD and the FERC have jurisdictional oversight of Anderson Dam facilities. These agencies have accepted both the District's interim reservoir drawdown plan that will remain in effect until the seismic deficiencies have been addressed, and its goal to define a satisfactory solution, obtain the necessary clearances and permits, and complete this work before the end of calendar year 2019.

Anderson Dam (Dam) is a zoned rockfill and earthfill dam with a maximum height of about 240 feet. The crest is approximately 1400 feet long and is 25 to 43 feet wide at elevation 648 feet. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted

clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

The spillway is located on the northerly side of the Dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The adequacy to release the Probable Maximum Flood (PMF) without overtopping the dam or spillway chute is currently under review by DSOD and FERC. The adequacy of the PMF study (Ref. 1 of Attachment Five to Appendix 1, Reference Materials) is also under independent review as required under the 2011 FERC Part 12D. The assumption for purposes of this Agreement is that the spillway and dam freeboard are acceptable; however, that may change depending upon the response by the regulatory agencies.

Anderson Reservoir's capacity is approximately 90,400 acre-feet, making it a critical water utility facility for Santa Clara County. Anderson receives water supply through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The outlet works has the capability to release flows up to 550 cubic foot second through a 49-inch diameter outlet pipe. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline). The outlet works is also connected to the District's treatment plants via the District's in-county transmission system, and is occasionally used to convey raw water to these plants for treatment.

The District has completed the Anderson Dam Seismic Stability Evaluation, which was prepared by AMEC Geomatrix and released on June 2011 (SSE1A) (Reference 14 of Attachment 5 to Appendix 1). The SSE1A study findings indicate that the downstream slope of the Dam could become unstable and that the upstream slope and Dam crest could experience excessive deformation during a very large-magnitude earthquake. This is due to the presence of poorly compacted, liquefiable soil layers including: a) a 5 to 10-feet thick layer of weak fill material at the bottom of the downstream Dam shell; and b) a weak alluvial material under portions of the upstream shell. These weak soil layers are susceptible to a loss in strength when subjected to severe seismic shaking.

The SSE1A study also includes a fault rupture hazard evaluation for the Dam site. This evaluation was performed because the Coyote Creek-Range Front fault zone, located in the vicinity of the Dam, has been classified as conditionally active as defined by DSOD. The study findings to date have not provided information sufficient to establish that the Coyote Creek-Range Front fault zone is inactive. The study findings indicate that the fault offset on the Coyote Creek-Range Front fault zone is up to 4 feet. An element of this Scope of Services is an approach to resolve the uncertainty in Project definition pertaining to the fault rupture hazard evaluation.

Project Delivery Approach

The District plans to retain four separate consulting firms, henceforth "Phase Consultants") to undertake this Project including:

1. Project Management Consultant to perform the services described in this Scope of Services

APPENDIX ONE
SCOPE OF SERVICES

2. Planning Consultant to prepare the Planning Study Report and environmental documentation as required for compliance with District requirements – including QEMS, California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), California Endangered Species Act (CESA) and the (national) Endangered Species Act (ESA).

3. Design Consultant to perform engineering analysis and design services in compliance with District, DSOD and FERC requirements; prepare construction documents; and provide engineering support for the bid process and during construction of the District-approved Project.

4. Construction Management Consultant to oversee the construction contract(s) in conformance with: the Design Consultant's certified engineering plans and specifications; DSOD and FERC's construction inspection and monitoring requirements; the District-certified environmental compliance, specifically the requirements defined in the mitigation and monitoring plan; and Project close-out in accordance with District requirements.

5. Depending on several factors, such as availability of funding, satisfactory performance by the Consultant, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of the initial Agreement term and subsequent optional Agreement term extensions to include Project Management services during the design, construction management and closeout phases. The District may also consider negotiating an amendment to the Agreement to include Project Management services for other dam seismic retrofit projects.

6. Prior to the conclusion of the initial Agreement term and subsequent optional Agreement term extensions, the District will meet and discuss Consultant's performance prior to negotiating an extension of any optional renewals. Regardless of the assessment by District of Consultant's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope. The criteria to be used by the District includes, but not limited to, the following:

    i. Ability to deliver the technical and management work products ;

    ii. Successful implementation of the District's QEMS procedures;

    iii. Record of providing effective stakeholder communication; and,

    iv. Ability to guide quality and risk management functions.

III. PROJECT OBJECTIVES

The District's Project Objectives are to make improvements necessary to:

1. Stabilize Dam embankment for the maximum creditable earthquake of the Calaveras and Coyote Faults in a timely manner;

APPENDIX ONE
SCOPE OF SERVICES

2. Finalize problem definition, and if necessary, modify or replace the outlet works for the potential fault rupture risk from the maximum creditable earthquake on the Coyote Creek-Range Front fault zone and if needed, modify the spillway in response to the updated assessment of the Probable Maximum Flood (PMF); and
3. Incorporate other safety deficiencies that are determined through the Project delivery.

IV. GENERAL ASSUMPTIONS

A. Project and Agreement Scope:

a. This Scope of Services is limited to the Agreement duration such that Project-level plans (e.g. communications, Quality Assurance, risk) will be developed in an appropriate level of detail and commensurate with the level of effort established in Appendix Two that is representative of this Project's needs for this initial term, which consists primarily of managing this Project's Planning Phase. It is anticipated that subsequent Project Phases will require revisions to these plans and/or amendments to this Agreement to provide the appropriate level of detail needed to manage and provide oversight of the Design and Construction and Close-out phases of Project Delivery Approach, respectively. However, the Project-level master schedule will be developed from the Planning phase through the Design, Construction and Close-out phases; recognizing that details beyond the Planning phase will be estimates and not developed to the same level of detail as for this initial Planning phase.

b. The Project Delivery Approach as described in section II of this Appendix One will be used as the basis for ensuring Project work is being performed in an efficient manner to achieve the District's Objectives for this Project. Work and the quality of their respective services and/or deliverables assigned to a respective team, Planning Consultant, Design Consultant, Construction Management Consultant, Construction Contractor, and/or District, is the responsibility of the assigned team. The Project Management Consultant, in managing this Project on behalf of the District, is not responsible for the direct or indirect consequences of deficiencies, errors, and/or omissions of the Planning Consultant, Design Consultant, Construction Management Consultant, the Construction Contractor, or for work performed by the District.

c. Appendix Two, section III: Cost Breakdown of this Agreement will be used as the basis for the level of effort to staff and implement this 'time and materials' with a not-to-exceed (NTE) cost professional service Agreement. As progress is achieved in defining this Project's scope, schedule, and cost, the level of effort needed to manage this Project may vary, including the amount of subconsultant participation on a month-to-month basis. It is anticipated that some Tasks may require less effort and other Tasks may require more effort than currently estimated.

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d. The Planning Study Report, to be prepared by the Planning Consultant, will be used by the District to establish (a) an approved scope of work for the seismic retrofit work (i.e. likely proposed project) as well as (b) alternative projects for inclusion in the subsequent environmental review process. For this initial two-year term of this Agreement, the Scope of Services in this Appendix One and Cost Breakdown in Appendix Two Fees and Payments are based on the assumption the seismic retrofit work will become the approved proposed project. Should one of the alternative projects be approved by the District, this Agreement may need to be revised and amended.

e. The environmental review process for compliance with CEQA, NEPA, CESA, and ESA requires cumulative impacts be assessed, which is within the scope of services to be provided by the Planning Consultant.

f. The environmental review process for compliance with CEQA, NEPA, CESA, and ESA requires an assessment of conformance with existing and pending legislation that could impact this Project, which is within the scope of services to be provided by the Planning Consultant.

g. District's Project Manager (or designee) and/or Project Engineer will facilitate coordination of efforts with other District departments and their staff for their support to this Project.

h. Advice on third party agreements is limited to providing technical/Project Management-related advice. Legal advice is excluded from this Agreement and is the sole responsibility of the District's legal counsel.

i. In a third party dispute situation, District will determine if Consultant services are necessary and appropriate at District's expense; if so, work will be authorized pursuant to Task 11, Supplementary Services.

j. During the initial term of this Agreement, this Project will be in the Planning Phase. Scope changes associated with how the following lists of assumptions are defined may affect the Consultant's Scope of Services; overall Project-level schedule and/or the Agreement NTE Fees in Appendix Two, Fees and Payment.

    a. Resolution of the extent and magnitude of fault rupture underneath the Dam may affect the extent of dam retrofit (i.e. buttressing) and ability of the existing outlet works to remain functional after the design-basis earthquake. This Agreement includes Project Management services to enable the District to consider, and ideally, approve an approach to then implement in conjunction with the seismic retrofit work. Depending upon which alternative is ultimately approved by the District, there may be an impact on the extent of Project Management services required for the duration of this Agreement.

b. DSOD and FERC acceptance of the District's PMF study and recommendations will affect the existing spillway. This Agreement includes Project Management services to enable the District to consider and approve an approach to then implement in conjunction with the seismic retrofit work. Depending upon which alternative is ultimately approved by the District, there may be an impact on the extent of Project Management services required for the duration of this Agreement.

c. DSOD and FERC acceptance of Outlet Work Improvements – including any downstream channel improvements. Further analysis by the Planning Consultant and/or Design Consultant is required to determine if improvements to the outlet works and/or segment of channel from the dam's downstream toe to the confluence with the spillway. This Agreement includes Project Management services to enable the District to consider and approve an approach to then implement in conjunction with the seismic retrofit work. Depending upon which alternative is ultimately approved by the District, there may be an impact on the extent of Project Management services required for the duration of this Agreement.

d. This Scope of Services is limited primarily to actions associated with seismic retrofit of Anderson Dam (i.e. DSOD and FERC agreement to lift the current drawdown requirements) and does not include additional actions that may be needed, such as mitigation of the San Francisco Collinsia, to allow the reservoir to be refilled.

B. Accelerated Project Schedule & Cost Breakdown

1. The milestones provided in Ref. 2 of Attachment Five to Appendix 1, Reference Materials, will be used as the baseline for the overall Project's completion schedule, with the milestones associated with the initial two-year Agreement term defined in Appendix Three. The Cost Breakdown as defined in Appendix Two Fees and Payment for tasks 1 through 10 is also based on this schedule.

2. An accelerated schedule consistent with the District's Objectives for this Project and is included in Attachment One to Appendix Three Schedule of Completion and may be approved by the District's Project Manager during the initial two-year term of the Agreement by means of a Task Order (See Attachment Three to this Appendix One). During this initial two-year Agreement term, if an earlier completion is requested by the District, some work may be performed earlier (e.g. retaining the Design Consultant sooner) or in parallel with other activities (e.g. define quarry requirements in parallel with preparation of the planning study report) that are anticipated to increase some of this Project's overall management, coordination and administration functions. At this time, the schedule compression affects cannot be fully estimated until a detailed Project-level schedule has been developed by Consultant for the District's subsequent review and approval. Should the District request that the schedule be accelerated, the additional

services associated with the accelerated schedule will be provided by Consultant under Task 11 - Supplemental Services.

V. PROJECT TASKS

TASK 1- PROJECT MANAGEMENT AND CAPITAL PROJECT DELIVERY

The Consultant will conform to the District's QEMS capital delivery processes including but not limited to: updates to the Project Plan; preparation and implementation of a Work Plan; preparation of monthly Project reports to District; maintaining the Change Management process; maintaining the Capital Project File Instructions; management oversight of the planning and design phase work; managing the transition reporting process between the phases of work for Project continuity; working with the District to obtain Stakeholder Engagement; and manage the Project Delivery Process Chart for Board Agenda Items.

Task 1.A- Implement Capital Project Delivery in Accordance with QEMS Procedure Q751D01

Consultant will:

1. Within 30 days after Notice-to-Proceed, prepare, for District acceptance, a Project Management Work Plan (Plan) will be prepared that is based upon the District's December 2010 Project Plan (Ref. 2 in Attachment Five to Appendix One, Reference Materials). The Plan will include standard policies, procedures and forms augmented by Consultant policies, procedures and forms. The Plan will also include organization, chain of command, limits of authority, communications, reporting, documentation, quality control, risk management and other functions for the overall Project team consisting of the District, the Project Management (PM) Consultant, the Planning Consultant and later on the Design Consultant. The procedures established during the planning process will establish those to be used for subsequent QEMS processes.
2. Participate in briefing from District's staff.
3. Update the Project Plan within the first 60 calendar days from issuance of the Notice-To-Proceed to the Planning Consultant and again prior to the end of the initial two-year term of this Agreement and after award of the Design Consultant Agreement.
4. Manage the implementation of the District-approved Project Plan.
5. Track and manage the District-approved Project Plan.
6. Work with the Planning Consultant and Design Consultant to develop detailed Work Plans for their respective scope of services. Responsibility for implementing each Work Plan is the responsibility of the respective Phase Consultant team along with their ability to perform.
7. Provide Project-specific input to District's 5 year Capital Improvement Plan (CIP) and long term financial forecasts on an annual basis.

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8. Conform to cost, schedule and quality requirements as described in the Project Plan
9. Identify means to shorten the Project schedule.
10. Consultant will develop a Project-level status report template for the District's approval. Once approved by the District, monthly reports will be prepared by Consultant utilizing the approved template.
11. Prepare Monthly Project-level status reports to the District that summarizes the work of the Consultant, Planning Phase Consultant, Design Consultant, and District staff.
12. Maintain daily liaison with District's Project Manager (or designee) and District's Project Engineer.
13. Conduct monthly and if needed weekly Project team meetings at District Headquarters.
14. Prepare meeting agendas and minutes including action items.
15. Verify adequacy of Project Management team and overall team resources to meet Project needs.
16. Verify adequacy of Project-level communications and other systems.

Task 1.B- Develop and Implement Phase Work Plans

Consultant will:

1. Using QEMS Work Instructions W75101, prepare for District approval a Project Management Work Plan. Once approved, implement the District approved Project Management Work Plan.
2. Prepare and implement Phase Work Plans for Planning and Design Phases.
3. Review Planning and Design Consultants' draft Individual Work Plans and provide feedback initially to the District for concurrence and then to the Phase Consultant so they can finalize their respective plan. Once the District has approved the respective Work Plan, manage the implementation of the Work Plan as one key metric to estimate the aforementioned consultants' respective performance.
4. Integrate Individual Work Plans with other work to create a Project Phase Work Plan
5. Monitor Phase Consultants' progress to verify conformance to their Individual Work Plans
6. Provide Project controls including forecasting, variances and change management, scheduling and closeout procedures.

Task 1.C- Develop Key Performance Monitoring Parameters

Consultant will:

1. Perform Project Management services during Planning and the start of the Design phase of this Project during the initial two-year term of this Agreement.

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2. Identify performance indicators including cost, schedule, milestone, risk, technical expertise, value and cost-benefit for District approval; and, use these indicators to measure performance.
3. Assess variances and trends and provide synopsis in the monthly Project-level status report.
4. Provide Project Management recommendations to the District for decisions related to correction of adverse trends or variances, then implement, to the extent that is consistent with this Scope of Services, District approved decisions.
5. Conduct preliminary construction schedule workshop and identify key milestones.
6. Prepare Initial and Updated Master Schedules on at least a quarterly basis.
7. Prepare Initial and updated Master Budgets on a quarterly basis.
8. Participate in District-led audits of this Project.
9. Conduct internal QA audits to verify compliance with Project-specific procedures.

Task 1.D- Prepare Strategy and Decision Memoranda

Consultant will:

1. Prepare a Project-specific Risk Management Strategy to submit for District's consideration and approval
2. Working with the Planning Consultant, conduct a risk management workshop during Planning Phase to serve as the basis for a Risk Mitigation Plan to submit for District's consideration and approval and assign Risk Mitigation to the responsible parties.
    a. Consultant will identify and recommend key risks that should be managed by developing and implementing an approved contingency (or work-around) plan.
    b. In each contingency plan, Consultant will define a scope of services, milestone schedule, and budget.
    c. Each contingency plan will also be incorporated into the tracking and monitoring process.
3. Monitor and control, to the extent that is under the direct control of the Project Management Consultant, the probability of occurrence or impact of risks. Work with the District to track and assess the potential impacts associated with risks that are outside of the Project Management Consultant's direct control.
4. Through the term of this Agreement and Planning phase track key risk and progress towards managing that risk to minimize the potential for significant scope changes, schedule delays, or cost increases to occur without District's intervention.
5. Implement District Change Management Practice.
6. Prepare Change Management Memoranda.
7. Modify or update Project Plan and/or Phase Work Plan.

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8. Prepare Work-Around and Contingency Plans for key risks the District agrees warrant such a plan.
9. Prepare Claims Mitigation Strategies and Plans as requested by the District.

Task 1.E- Prepare Transition Report

Consultant will:

1. Conform this Task to QEMS Q751D01 Capital Project Delivery.
2. Prepare a Transition Report between the Planning and Design phases of work. The Transition Report between Design and Construction will start after the initial two-year term of this Agreement.
3. Modify Work Plan and/or Phase Work Plan if necessary, and submit for District's consideration and approval.
4. Coordinate with Planning and Design Phase Consultants.

Task 1 Assumptions

1. Project Management Work Plan will provide guidance for overall District, other Phase Consultants and Project Management Consultant team through all Project phases. It will detail the initial two-year term of this Agreement. Should this Agreement be amended for the Consultant to provide Project Management services during the subsequent Project phases, the Project Management Work Plan will be updated.
2. The Planning and Design Consultants will be responsible for preparation of and conformance to their Individual Work Plans. Once approved by the District, their respective Work Plans will serve as the basis for monitoring by the Consultant of their respective performance and progress.
3. Any quantities beyond those stated in Task 1 Deliverables will be provided by Consultant at the request of the District through Task 11 – Supplemental Services.

Task 1 Deliverables

1. A Project Management Work Plan in accordance with QEMS W75102
2. An overall Project-level WBS in accordance with QEMS Q751D01
3. Two updates to the Project Plan in accordance with QEMS W75103. The first to occur within the first 6 months and the second to occur prior to the end of the Agreement term.
4. A QEMS Waiver Request Form in accordance with QEMS F42201
5. Up to eight Strategy, Decision and Change Management Practice Memoranda in accordance with QEMS W75101.
6. Monthly Status Reports in accordance with QEMS Q751D01 starting the sixth calendar month from issuance of the District Notice-to-Proceed.
7. A Planning to Design Transition Report in accordance with QEMS Q751D01

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8. A Phase Closeout Checklist Form in accordance with QEMS F75101
9. A Checklist for Advertisement Form in accordance with QEMS F75102
10. A preliminary construction schedule in accordance with QEMS Q751D01
11. A preliminary opinion of probable construction cost in accordance with QEMS Q751D01
12. An initial and updated Master Schedules in accordance with QEMS Q751D01
13. An initial and updated Project-level budgets in accordance with QEMS Q751D01
14. A Claims Mitigation Strategies and Plan in accordance with QEMS W75101
15. A close-out Checklist in accordance with QEMS F75101
16. A Project-specific Risk Strategy Plan in accordance with QEMS Q751D01
17. A Risk Management Plan in accordance with QEMS Q751D01 that will be based on the results obtained from a Risk Workshop agenda and minutes prepared by Consultant in accordance with QEMS Q751D01
18. Preparation of a Risk Register in accordance with QEMS Q751D01
19. Up to 12 Risk-based work around or contingency plans in accordance with QEMS Q751D01 based on the highest risk

TASK 2 COORDINATION AND COMMUNICATION

Task 2.A- Support the District in Agency and Public Meetings

Consultant will:

1. When requested by the District,
   a. Prepare meeting agendas
   b. Prepare meeting materials
   c. Prepare meeting minutes

Task 2.B- Projects and Programs Proposed by Others

Consultant will:

1. Work with the Planning Consultant who will develop and maintain a database of related projects that could impact the Project as part of their process to comply with CEQA and NEPA.
2. As requested by the District, prepare draft agreements or resolutions with other entities for District approval. Work with the District to manage executed agreements for conformance with terms and notify District of potential and actual non-conformance.
3. As requested by the District, maintain liaison with other agencies as appropriate to the Project.

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Task 2.C-Analyze Proposed and Current Legislation and Policies

1. Work with the District and Planning Consultant to develop a database to track and analyze proposed and current legislation that could impact the Project.
2. As requested by the District, maintain liaison with regulatory agencies.
3. Develop recommendations for supporting or opposing proposed legislation, policies and rules impacting this Project.

Task 2.D- Prepare and Present Board Director Reports

Consultant will:

1. When requested by the District,
    a. Prepare and present Project-level status reports for the District's management and Board of Directors.
    b. Make presentations to District management staff and internal stakeholders. Presentations external to the District are addressed in Task 4 or 5.
    c. Prepare meeting notes and action items.

Task 2.E- Prepare Agenda Packages and other Materials for Board of Directors Meetings

Consultant will:

1. Prepare agenda packages for Board of Directors meetings.
2. Prepare administrative and CEO bulletins.
3. Respond to Board of Director questions.
4. Support the District Water Utility Capital Division Deputy Operating Officer.
5. Prepare graphics, PowerPoint presentations and other materials for Board of Director meetings.

Task 2.F- Coordinate with DSOD and FERC

Consultant will:

1. Solicit input on administrative and technical requirements and verify that the requirements have been managed.
2. Participate in meetings.
3. Prepare draft correspondence to DSOD/FERC.
4. Maintain coordination/liaison with FERC Regional Engineer.
5. Maintain coordination/liaison with DSOD Regional Engineer.
6. Assist the District with conducting at least quarterly meetings with DSOD and FERC during Planning phase.

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7. Coordinate efforts of the Board Of Consultants' with FERC and DSOD.
8. Maintain and track progress of a DSOD and FERC action items log.

Task 2.G- Coordinate with County of Santa Clara (County) Parks Department

Consultant will:

1. Prepare draft correspondence to County Parks Department.
2. Solicit input on administrative and technical requirements and verify that the requirements have been managed.
3. Prepare draft agreements, as required.
4. Participate in Project-level meetings and quarterly District/County meetings.
5. Coordinate with County Parks Department to minimize disruption to recreational facilities and users.
6. Maintain a coordination/liaison during all Project Phases.

Task 2.H- Coordinate with Resource Agencies

Consultant will:

1. Solicit input on administrative and technical requirements and verify that the requirements have been managed.
2. Prepare draft correspondence for District use.
3. Prepare draft agreements, as required.
4. Participate in Project-level meetings with Resource Agencies.
5. Work with the Planning Consultant to develop a resource agency contact database.
6. Maintain coordination/liaison with agency representatives.
7. Coordinate DSOD's schedule and availability well ahead of time with the work to be done to avoid delays.

Task 2.I- Coordinate with District Operations and Maintenance (O&M) Staff

Consultant will:

1. Conduct regular progress meetings with District O&M staff.
2. Solicit administrative and technical requirements from District O&M staff and verify that the requirements have been addressed.
3. Maintain liaison with District O&M staff as end user/customer.
4. Solicit O&M staff input during Value Engineering VE and constructability reviews.
5. Receive O&M staff input on potential safety concerns/considerations.

Task 2.J- Coordinate with District Management

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Consultant will:

1. At least monthly, conduct regular progress meetings with Water Utility Capital Division DOO and Water Utility Technical Support Division DOO. At least quarterly, these meetings will include the Consultant's Principal-in-Charge.
2. Prepare a draft strategic decision related document
3. Participate in meetings on strategic issues related to the Dam.

Task 2.K- Coordinate with District Counsel

Consultant will:

1. Meet with District or outside counsel, as requested by the District Project Manager.
2. Provide technical input related to Project management on legal issues, but not in a capacity that could be misconstrued to be providing legal advice.
3. Advise on third party contractual, and risk management issues related to Project management functions under third party agreements.

Task 2.L- Coordinate with Cities, Towns and Community Groups

1. When requested by the District, Consultant will
    a. Prepare draft correspondence
    b. Participate in meetings, as required

Task 2 Assumptions

Any quantities beyond those stated in Task 2 Deliverables will be provided by Consultant at the request of the District through Task 11 – Supplemental Services.

Task 2 Deliverables

1. Project-specific Communication's plan for both internal and external communications in accordance with QEMS Q751D01
2. Up to 12 Board and Stakeholder correspondence including presentation materials in accordance with QEMS Q751D01
3. Up to 8 Records of District and external Stakeholder requirements and decision memoranda in accordance with QEMS Q751D01
4. Project specific meeting agendas, draft and final meeting minutes in accordance with QEMS Q751D01 based on four meetings per month
5. Up to 2 Board agenda packages in accordance with QEMS Q751D01
6. A DSOD and FERC action item logs in accordance with QEMS Q751D01
7. Monthly, Draft and final correspondence log in accordance with QEMS Q751D01
8. A contact database in accordance with QEMS Q751D01

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TASK 3- ADMINISTRATIVE WORK

1. Consultant will maintain comprehensive documentation from issuance of the Notice-to-Proceed through the term of the Agreement.
2. Consultant will use Primavera Contract Manager as this Project's document control system.
3. Consultant will use Primavera P6 (P6) as the scheduling software in conjunction with Microsoft Project scheduling software. Access to the system will be configured to provide varying access authority levels for different Project participants and stakeholders.
4. Consultant will establish a Project-level website employing firm's existing software and website hosting systems including SharePoint, Projectwise and Loadspring.
5. Access to Contract Manager and P6 will be provided by Consultant (see Task 3 Assumptions for quantity).

Task 3.A- Establish and Maintain a Project-specific Document Control System

Consultant will:

1. Establish Primavera Contract Manager Document control system. Contract Manager will serialize, log, track, process and file all Project-level documents. Documents will be stored using Projectwise.
2. Use Consultant's "Jump Start tool box" to establish the system and to train Project participants in the use of Contract Manager. Software will be resident on Consultant's website hosting server (Loadspring) and available for use by key Project staff.
3. Documents handled will include agreements, work products, technical memoranda, correspondence, communications, stakeholder requirements, Project-related decisions and other documents.
4. Implement District filing system as per QEMS Work Instruction W42302.
5. Prepare and distribute monthly document control system reports and logs.
6. Maximize use of a paperless system to be more efficient and environmentally friendly.

Task 3.B- Maintain Project Correspondence, Decision and Action Item Logs

Consultant will:

1. Maintain Project-level correspondence logs, decision logs and action items logs.
2. Maintain DSOD/FERC action item log.
3. Prepare agendas and draft and final meeting minutes.
4. Employ Contract Manager "tickle" system to alert as to items requiring a response and items becoming due or past due.

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Task 3.C- Participate in Project-related Audits

Consultant will:

1. Participate in Project-level audits to confirm compliance with program procedures.
2. Provide Project-level information to other areas within the District, as required.
3. Annually conduct an internal audit to verify that Phase Consultants' services are functioning properly.

Task 3.D- Prepare Annual Project Budgets

Consultant will:

1. Prepare annual Project budgets and budget adjustment documents in accordance with District procedures and instructions.
2. Prepare Monthly status report on the status of Consultant's Agreement not-to-exceed fees as well as those of Phase Consultants to manage and forecast annual costs do not exceed the District's approved budget for this Project.

Task 3.E- Prepare Status Report on Services Performed

Consultant will:

1. Report and document Project status in weekly progress meetings.
2. As described in section IV. 7. of Appendix Two, Fees and Payments, prepare monthly progress report of the Consultant's Project Management services whereby an electronic draft will be submitted for District review followed by a final monthly progress report that addresses District's comments.

Task 3.F- Report on Monthly Status/Progress

Consultant will:

1. Report monthly on Project status/progress including: milestones, deliverables, updated schedule, estimate to complete, variances and changes.
2. State in writing if Agreement work is on schedule and within the not-to-exceed fees.
3. Identify any problems or deviations and proposed recovery plan.

Task 3.G- Geospatial Information System (GIS) Integration and Standards

Consultant will:

1. Tailor the District's GIS procedures into a Project-specific set of requirements so that GIS-based deliverables can be 'uploaded' into the District's GIS system and to ensure consistency that will allow effective data sharing between Phase Consultants and District.
2. Verify compliance with the District Approved GIS Data Management Plan incorporated by this reference, prepare annual plan updates to address the data needs of each Project

phase, and ensure the data and GIS-based deliverables meet the District's GIS requirements.

3. Provide GIS support in the preparation of presentation materials as well as specialized GIS-based analysis for the District's use.

Task 3 Assumptions

1. For District audits of the Project to confirm conformance with Consultant's Work Plan, Consultant will provide supporting documents and review in accordance with Section IX of this Agreement.
2. Consultant QA team will lead internal audits to confirm conformance with Project procedures. Each Phase Consultant will submit monthly status reports linking progress to billings that will serve as the basis for the Project Management Consultant's assessment of their performance.
3. Each Phase Consultant will be responsible for maintaining a document tracking and management system to produce an administrative record of the environmental review process for compliance with CEQA and NEPA requirements.
4. Each Phase Consultant will prepare its monthly progress reports to accompany its invoices using the same procedures as defined in this Project Management Services Agreement. The Project Management Consultant will perform an initial review and provide a summary of findings to the District for their decision to approve the report and invoice, or not. Any work to correct a deficiency will be performed by the respective Phase Consultant team.
5. Routine and/or Project related electronic mail (E-mail) correspondence will only be included in the Project-specific Document Control system when the preparer, using a Project-specific guideline, specifically transmits an electronic document or e-mail directly to Consultant's Document Control for inclusion into the Project's document control system.
6. Software licenses for Contract Manager are assumed to be limited to 12 concurrent users or site licenses (i.e. 4 for District and 8 for Consultant's Team) and for P6 are limited to 4 (i.e. two for District & two for Consultant's Team). Additional licenses can be obtained at the incremental cost/license in effect at the time they are requested, subject to District's advance approval.

Task 3 Deliverables

1. An electronic and hard copy of Project records in accordance with QEMS Q751D01
2. For each of the two fiscal years, prepare budget documents; budget adjustments as required in accordance with QEMS Q751D01
3. For each month, prepare an Agreement status reports in accordance with QEMS Q751D01
4. A Capital Project File System in accordance with QEMS W42302
5. A web-based document control system in accordance with QEMS Q751D01

6. On a monthly basis, provide outputs from the document control system reports and logs in accordance with QEMS Q751D01
7. Develop a DSOD/FERC action item log in accordance with QEMS Q751D01
8. Conduct weekly progress meeting agendas and minutes in accordance with QEMS Q751D01
9. Develop and Maintain a Document Control and Administration Plan in accordance with QEMS Q751D01
10. Develop a Project-specific GIS Data Management Plan in accordance with QEMS Q751D01

TASK 4- PUBLIC OUTREACH

Consultant's role will be to support the District's and Planning Phase Consultant's public outreach/public relations staff. This effort will be coordinated with stakeholder engagement as described under Task 5 below.

Task 4.A- Participate in Public Outreach Planning and Implementation

Consultant will:

1. Support District in preparing public outreach management and communication plan.
2. In conjunction with the Planning Consultant, prepare and maintain a public outreach database.
3. Log, process and track all correspondence from public in accordance with Task 3.A. For selected members of the public, allow access to Project-level web-based document control system.
4. Verify with the Planning Consultant that issues of the public relevant to this Project have been addressed and resolved via a response to comments process in a manner that is acceptable to the District.

Task 4.B- Support District Staff

When requested by the District, Consultant will:

1. Prepare materials for District newsletters to the public.
2. Prepare graphics, and other materials for District public information workshops.
3. Establish web page (or other social media) for the public and stakeholders. The web page will be created on the District's website.
4. Verify that public issues have been addressed and resolved.

Task 4.C- Make Presentations

When requested by the District, Consultant will,

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1. Assist with the development of presentations to be made by District staff or Planning Consultant.
2. Attend workshops and meetings as requested.

Task 4 Deliverables

1. On a quarterly basis, provide outreach presentation materials in accordance with QEMS Q751D01
2. On a quarterly basis, graphics and other materials for District public information workshops in accordance with QEMS Q751D01

TASK 5- STAKEHOLDER ENGAGEMENT

Consultant will lead the stakeholder engagement effort with input from the District and the Planning Consultant.

Task 5.A- Identify Stakeholders

To the extent that is under the direct control of the Project Management Consultant, identify and anticipate issues and stakeholders sharing those issues.

Task 5.B- Develop, Track, Monitor and Resolve Stakeholder Issues

Consultant will work with the District and the Planning Consultant to:

1. Prepare external stakeholder management and communication plan.
2. Prepare an internal communications plan.
3. Prepare stakeholder database.
4. Log, process and track all stakeholder correspondence. For key stakeholders, allow access to Project-level web-based document control system.
5. Prepare draft and final Stakeholder Involvement Plans.
6. Prepare stakeholder information packets.
7. Prepare stakeholder workshop scripts.
8. Conduct stakeholder workshops.
9. Evaluate workshop results.
10. Verify that stakeholder issues have been addressed and resolved.

Task 5 Assumptions

1. Stakeholder management will be the responsibility of the Planning Consultant with oversight provided by the Consultant.
2. Any quantities requested by the District beyond those stated in Task 5 Deliverables will be performed under Task 11 – Supplemental Services.

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Task 5 Deliverables in Accordance with QEMS Q751D01

1. Provide stakeholder correspondence
2. Provide weekly, the minutes from stakeholder meetings
3. Provide up to six meeting and workshop announcements
4. Provide up to six Newsletters
5. Provide up to four inputs for release to media
6. Provide up to eight presentation and workshop graphics and materials
7. A draft and final Stakeholder Involvement Plans
8. For up to 8 workshops, provide the workshop scripts, agendas, and minutes

TASK 6- AGREEMENTS, CONTRACTS AND SERVICES

Consultant will manage the Phase Consultants retained by the District to perform the phases of this Project.

Task 6.A- Manage the Phase Consultant Agreements

Consultant will:

1. Conduct a kick off meeting with Phase Consultant staff at beginning of each phase of work.
2. Update and implement the Project Plan.
3. Develop and implement Phase Work Plans.
4. Establish communication, documentation and reporting requirements.
5. Conduct design criteria meetings at beginning of planning and design phases.
6. Manage Phase Consultants' Agreements in accordance with District requirements, policies and procedures.
7. Review and assist in approving Phase Consultants' monthly reports and recommending District approval of the undisputed amounts associated with their monthly invoices.
8. Review and comment on Phase Consultants' work products/deliverables including studies, reports, technical memoranda and contract documents.
9. At least monthly, conduct meetings with Phase Consultants and prepare meeting minutes including action items.
10. Based on the documentation provided, verify that Phased Consultants' work is performed in accordance with their agreements with the District.
11. Based on the documentation provided, verify that Phase Consultants' work is performed in accordance with their Phase Work Plans.
12. Perform oversight quality assurance over Phase Consultants' deliverables.
13. Review Phase Consultants' agreement amendment requests.

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14. Review Phase Consultants' schedule performance and assist in developing recovery schedules if necessary.
15. Report on Phase Consultants' progress in monthly status report to District.
16. Use Quality Assurance Committee to provide high level review of Project-level criteria, concepts and direction.
17. Identify planning and design phase strategies for accelerating the completion of this Project.

Task 6.B- Assist District with Procuring Phase Consultant Agreements

Consultant will:

1. Assist in preparing draft and final Phase Consultant procurement requests for qualifications and proposal.
2. Assist in Phase Consultant selection process by preparing selection criteria, qualifications requirements, and definitions of scope of services.
3. Assist in Phase Consultant agreement review and award.

Task 6.C- Assist the District with Procuring Local, State and Federal Agency Technical (non-Environmental) Permits and Licenses

Consultant will:

1. Perform planning phase liaison and coordination with local, State, and Federal agencies to alert them to this Project in order to verify that permit acquisition proceeds smoothly and in a timely manner.
2. Prepare and maintain permits database including list of agency contacts, application forms and milestones.
3. Provide coordination/liaison with DSOD and FERC.
4. Enter permitting milestones into this Project's master schedule.
5. Enter permitting fees and inspection costs into this Project's master budget.
6. Conduct kickoff meeting with permitting agencies; prepare and distribute minutes.
7. Obtain the Project description from planning phase consultant.
8. Assist in identifying and incorporating draft mitigation requirements into planning phase documents.
9. Work with Planning Consultant to estimate potential mitigation costs.
10. Work with the Planning Consultant to develop an initial draft Permit Strategy Handbook, which will provide continuity throughout the Planning, Design, and Construction Phases as well as serve as a guide or template for the retrofit of other dams.

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Task 6.D- Assist the District with Development and Implementation of Agreements with Third Party Agencies

Working with the District, Consultant will:

1. Assist in preparing draft and final Third Party Agency procurement requests for qualifications and proposal.
2. Assist in Third Party Agency selection processes by preparing selection criteria, qualifications requirements, and definitions of scope of services.
3. Review and comment on Third Party agency work products/deliverables including studies, reports, technical memoranda and contract documents.
4. Review for compliance that Third Party Agency work is performed in accordance with their agreements with the District.
5. Perform oversight quality assurance over Third Party Agency activities.
6. Review Third Party Agency amendment requests.
7. Review Third Party Agency schedule performance and assist in developing recovery schedules if necessary.
8. Report on Third Party Agency progress in monthly status report to District.

Task 6.E- Assist District with Procuring Other Services

When requested by the District Consultant will:

1. Assist with obtaining utility location and potholing services.
2. Assist with obtaining surveying services.
3. Assist with obtaining diving services.
4. Assist with obtaining additional Board of Consultant services.
5. Assist in other services selection processes by preparing selection criteria, qualifications requirements, and definitions of scope of services.
6. Manage other services or agreements in accordance with District requirements, policies and procedures.
7. Review for compliance that other services work is performed in accordance with their agreements with the District.
8. Perform oversight quality assurance over other services activities.

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Task 6 Assumptions

1. Consultant will coordinate with the District's Project Manager having direct responsibility for administering the planning contract.
2. Consultant's role will be to provide quality assurance over the Phase Consultant contracts. Each of these Phase Consultants is solely responsible for performing the quality control function of their respective services.
3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.
4. Third Party Agency weekly meetings will be conducted in conjunction with weekly meetings performed under Task 6A.
5. District is responsible for payment of all permit fees directly to the applicable agency.
6. Any quantities beyond those stated in Task 6 Deliverables will be performed under Task 11 - Supplemental Services

Task 6 Deliverables

1. A Phase Work Plan in accordance with QEMS Q751D01.
2. A Project Requirements Checklist in accordance with QEMS Q751D01.
3. An Approval Planning Development Documents Master Checklist in accordance with QEMS F73003.
4. A CPSD Project Review- Responses to Technical Review Comments in accordance with QEMS F73005.
5. One Kickoff meeting agenda and minutes in accordance with QEMS Q751D01 for each agreement entered into pursuant to this Task 6.
6. On a weekly basis, provide meeting agendas and minutes in accordance with QEMS Q751D01.
7. For up to four workshops and/or other special meetings, provide agendas and minutes in accordance with QEMS Q751D01.
8. Review comments and work with the Planning Consultant who will prepare form for District-wide review of their Planning Study Report, Form F73005.
9. Work with the Planning Consultant to prepare A Planning Study Report Board Agenda Package including memo, presentation and resolution in accordance with QEMS Q751D01.
10. Guidance on Alternative Evaluation and Selection for Natural Flood Protection Projects in accordance with QEMS WW75125.
11. Prepare an initial Draft Permit Strategy Handbook in accordance with QEMS Q751D01.

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TASK 7- IMPLEMENT VALUE ENGINEERING/CONSTRUCTABILITY REVIEW

Consultant will perform Value Engineering (VE) and Constructability reviews according to the following subtasks.

Task 7.A- Arrange and Conduct Value Engineering (VE) Sessions

Provided the initial term of this Agreement is extended to continue through the design phase of the Project:

1. Conduct a feasibility-level VE session of the proposed retrofit scope of work during the Planning Phase.
2. Provide Certified Value Specialist or Associated Value Engineering Specialist as Value Engineering team leader.
3. Provide necessary design disciplines and cost estimator/scheduler.
4. Include operability and maintainability assessments.
5. Prepare draft and final Value Engineering Report.
6. Identify strategies for accelerating the Project's completion.

Task 7.B- Arrange and Conduct Constructability Reviews

1. Conduct a feasibility-level Constructability Review during Planning Phase.
2. Prepare draft and final Constructability Review Memoranda.

Task 7 Assumptions

1. VE sessions will be 16 hour duration and will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.
2. Value Engineering & Constructability Review sessions will be conducted in District offices and include a respective site visit.
3. Working with the District's Project Manager to provide advance notice and scheduling to obtain District O&M staff participation.
4. Constructability Review will utilize personnel from within the Project Team's resources that include the District, Project Management Consultant and Planning Consultant.
5. Any quantities beyond those stated in Task 7 Deliverables will be provided by Consultant at the request of the District through Task 11 – Supplemental Services.

Task 7 Deliverables in Accordance with QEMS Q751D01

1. A Value Engineering draft and final report.
2. A Value engineering session agenda.
3. A Constructability Review memorandum.

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4. A Constructability review session agenda.

TASK 8- QUALITY ASSURANCE AND QUALITY CONTROL

Consultant will perform quality assurance and quality control as follows.

Task 8.A- Develop Quality Assurance and Quality Control (QA/QC) Plan

1. Prepare Quality Assurance and Quality Control Plan in accordance with District and Consultant quality assurance standards.
2. Integrate into Consultant's Work Plan and monitor the Planning Consultant for integration into their respective Work Plans.

Task 8.B- Verify that Project Deliverables are Objective, Accurate, and Complete

1. Review Project deliverables against agreement scope of services to verify that they are compliant.
2. Verify that deliverables are constructible; coordinate with Task 7.B
3. Verify that deliverables meet schedule and budget objectives; coordinate with Task 2.A
4. Verify that deliverables are consistent with Phase Work Plans prepared by each consultant

Task 8.C- Review Planning Phase Consultants' Deliverables for Compliance

1. Review Planning Consultant's Project-level deliverables against their respective agreement scope of services to verify compliance.
2. Verify that deliverables are constructible; coordinate with Task 7.B.
3. Verify that deliverables meet schedule and budget objectives; coordinate with Task 2.A and Master Schedule and Budget.

Task 8.D- Review Engineering Deliverables for Feasibility of Design and Construction

1. Verify that design concepts and criteria established during the planning phase establish a sound basis and complete information for design and construction phases.
2. Verify that the planning phase preliminary budget and design and construction schedule are realistic and appropriate for future phases.
3. Verify that deliverables are constructible in coordination with Task 7.B
4. Verify that deliverables meet schedule and budget objectives in coordination with Task 2.A
5. Evaluate bidding strategy.
6. Evaluate applicability of alternative delivery systems (Construction-Manager-at-Risk, design-build, etc.).

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Task 8.E- Verify that Project Requirements are Implemented through Project Delivery

1. Review Phase Consultants' Phase Work Plan
2. Review Planning Phase Consultants' deliverables against respective agreement scopes of services.
3. Verify that deliverables meet schedule and budget objectives in coordination with Task 2.A.
4. Review adequacy of documentation completed during each phase.
5. Participate in Project audits to confirm conformance to Project procedures and correct deficiencies identified.
6. Implement Transition Report Requirements upon completion of planning phase.
7. In accordance with the QC/QA Plan, and in concert with the Risk Management Plan, perform quality assurance reviews focusing on, but not limited to, the following topic areas:
   a. Strategy and Approach to environmental compliance with CEQA, NEPA, and ESA,
   b. Alternatives Screening Report,
   c. Environmental Effects Analysis, Modeling and Analysis Methods,
   d. Administrative Draft and Public Draft EIR/EIS (or the equivalent),
   e. Planning Study Report (PSR),
   f. Establishment of the footprint of disturbance for each Alternative,
   g. Mitigation and Monitoring Plan,
   h. Field data collection plans – biological/built environment and engineering/technical gap assessments,
   i. Public Outreach and Stakeholder Involvement,
   j. Internal communications – interface between various Phase Consultant teams and with the District staff,
   k. Dam strengthening Analysis Methodology,
   l. Dam strengthening & Buttressing concepts,
   m. PMF and Spillway Adequacy,
   n. Dam outlet works Analysis Methodology,
   o. Geoseismic hazard Assessment & Fault Characterizations,
   p. Interim Dam Safety Measures,
   q. Geotechnical (tunneling, borrow sites, mitigation for naturally occurring asbestos),
   r. Project Administration & Document Control functions,

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s. Risk-derived Contingency Plans.

Task 8.F- Certify Professional Engineering Work Performed under Consultant's Direct Supervision

1. For engineering studies, plans, and reports, verify that District QA/QC requirements as per the Quality Control Plan and agreement are met.
2. Verify that individual member firm QA/QC requirements are being implemented.
3. Verify that applicable consultant engineering deliverables are stamped and signed by a California Registered Professional Engineer.
4. Verify that Consultant technical memoranda and other work products have been reviewed by a senior staff member prior to issuance to the District.

Task 8 Assumptions

1. Phase Consultants are responsible for their own quality control of their services including deliverables. Project Management Consultant has an oversight function to verify Phase Consultants are following their established QA and QC procedures.
2. Phase Consultants shall stamp and sign their engineering deliverables. Project Management Consultant will not certify the engineering work products prepared by the Planning Consultant, Design Consultant, or the District.

Task 8 Deliverables

1. A Quality Control Plan in accordance with QEMS 751D01
2. A set of Quality Control Records in accordance with QEMS 751D01
3. A Planning Phase WBS review comments in accordance with QEMS W73001
4. QA comments on Planning Consultant memo/prepare form F73003 in accordance with QEMS F73003 for each of the following:
   a. Problem definition/Form
   b. Staff Recommended Alternatives Report/Form
   c. Planning Study Report (PSR)/Form
   d. Basis of Design Report (preliminary)/Form
   e. Environmental Internal Decision Memo
   f. Response to comments on CEQA/Form
   g. Comment Tracking Form for Responses to CEQA comments

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h. CEQA/NEPA Documents including Mitigation Monitoring and Reporting Plan(MMRP)-QA comments on Planning Consultant work products

i. Lead Agency Adoption of the Final Environmental Impact Study (EIS)

j. Board certification of the Final Environmental Impact Report (EIR) and adoption of the MMRP

k. Environmental permit applications

l. Permit tracking system entry form

m. MMRP/Permit Compliance Spreadsheet

TASK 9- BOARD OF CONSULTANTS

On behalf of the District, Consultant will retain and coordinate the efforts of an independent Board of Consultants (BOC) to include but not limited to:

1. Retain and manage BOC to oversee and assess the adequacy of technical work.
2. Ray Seed will serve as the BOC representatives for Dam-related geotechnical requirements.
3. Lloyd Cluff will serve as the BOC representatives for geoseismic requirements.
4. Jack Cassidy will serve as the BOC member to address hydrology/hydraulic engineering.
5. Steve Verigin will serve as the BOC member as Dams Engineering requirements.
6. Consultant will serve as technical resources to the BOC team to help verify that this Project is properly defined, developed and delivered. Working with the BOC, Consultant will help to verify proper high-level technical guidance, oversight which is needed to confirm this Project's eventual success.

Task 9 Assumptions

1. BOC will function in accordance with FERC requirements.
2. BOC will provide input at key Project stages.
3. BOC meetings will be held at District offices and include a visit to the Project site.

Task 9 Deliverables in Accordance with QEMS Q751D01

1. On a quarterly basis, provide Board of Consultants Quarterly Reports
2. On a quarterly basis, provide Board of Consultants correspondence

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TASK 10- INTERIM SAFETY MEASURES

1. Consultant will work with the District to develop an appropriate response strategy that addresses FERC's concerns to further mitigate risk in advance of any Dam retrofit work by implementing interim safety measures. Potential interim safety measures include the following (additional measures may be identified during the Planning Phase):

MEASURE	DESCRIPTION	REDUCES RISK BY:
a. Accelerate the implementation schedule	Achieve an earlier finish date through overlapping engineering activities; expedited review periods and decision making during design; simplification of the constructability of final remedial design; or use of alternative delivery methods including design-build or EPC	Narrowing the time window and therefore the likelihood of Dam failure
b. Enhance the existing Emergency Action Plan (EAP)	Modify communication protocols to increase warning time and reduce notification times for emergency management agencies and the population at risk (PAR)	Lowering the PAR by providing more warning time
c. Install siren system	Reduce notification time through installation of a siren system throughout the downstream community	Lowering the PAR by providing more warning time
d. Install additional instrumentation	Install vibrating wire piezometers and extensometers in the embankment and potentially liquefiable soil layers to provide early indication of embankment or foundation distress	Lowering the PAR by providing more warning time and providing time for possible intervention activities at dam

2. Consultant will work with the District to establish criteria by which each interim safety measure will evaluated.
3. Considerations will include constructability, schedule compatibility, cost, regulatory acceptance, ability to integrate into final remedial design, and assessed benefit.
4. Careful coordination with DSOD and FERC will be needed during assessment and selection of all interim safety measures.

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Task 10 Assumptions

1. Sufficient documented exists of both the basis of the regulatory concern and current EAP to develop a recommendation so that no further research into Project background information will be required.
2. Acceptability/feasibility of suggested measures must be confirmed with DSOD and FERC
3. The Project Management Consultant's role in the implementation of any Interim Safety Measure(s) is limited to overall coordination and integration with the District and Planning Consultant. The Project Management Consultant will work with the District to reallocate NTE Fees from other Tasks or the Agreement may be amended for Project Management Consultant to provide services adequate to support the implementation of this effort by the Project Team.
4. Selected measure will not require a separate CEQA or NEPA document and can be implemented within the first two years.
5. Implementation or construction will be performed by others, not the Project Management Consultant.

Task 10 Deliverables in Accordance with QEMS Q751D01

1. A draft and final Technical Memorandum
2. One set of conceptual sketches and preliminary opinion of probable construction cost and schedule

TASK 11- SUPPLEMENTAL SERVICES

1. 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 must 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. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.

2. 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.

3. 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:

a. The total price for Consultant to complete the Supplemental Services Task Order on a Time and Materials basis,

b. The schedule for completing the Supplemental Services Task Order; and

c. Consultant key staff and classifications that will be assigned to complete the Supplemental Services.

4. The Supplemental Services Task Order fees will not be exceeded by Consultant without prior written authorization from the District's Deputy Operating Officer.

5. 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 Deputing Operating Officer; and

b. The Consultant receives a Task Order Notice-To-Proceed from the District's Project Manager.

6. Possible Supplemental Services, in additional to those previously identified in this Appendix One, may include but are not limited to the following:

TASK 11.01 - DEVELOP ON-SITE BORROW & SPOIL REQUIREMENTS

As part of an overall Project's completion strategy, Consultant will identify the on-site quarry and develop as a separate schedule 'track' (refer to Attachment One to Appendix Three), starting during the planning phase to allow permits to be obtained commensurate with certification of the environmental documents.

The following outlines the scope of services to be performed in a two-step process aimed at allowing the results from the first step to inform the scope and direction of the second step.

1. Conduct a Borrow and Spoil Siting and Suitability Study

   Purpose: Identify and prioritize the range of alternative sites for inclusion into the Planning Study and EIR/S

   Based primarily on economic considerations, on-site borrow and/or spoil sites are preferred. The Planning Study will include an assessment of both dam retrofit (borrow sites) and removal (borrow and spoil sites) alternatives. These are likely to become alternatives fully evaluated in the EIR/EIS. To achieve an earlier Project completion, the identification of suitable sites needs to be performed before the Design Consultant has been selected.

   Borrow Sites:

   1. The dam retrofit (buttressing) alternative is expected, based on further engineering analysis, to require several hundred thousand cubic yards of material. The material needs to have a certain density and gradation. Re-activation of the original quarry sites (to the south of the dam) is characterized as Greenstone and may not be able to produce suitable quantities of material (and pose a greater impact on recreation during construction) while potential sites to the north (which reduce the potential impact to recreation) is characterized as Serpentine, may not provide material that is cost-effective to use should naturally occurring asbestos be present.

2. The Dam removal alternative will require topsoil to allow revegetation at the Dam site.

Spoil Sites:

1. The Dam removal alternative, will under FERC decommissioning, site restoration will need to reflect pre-dam conditions. The removal of the Dam and ancillary facilities will need to be properly disposed of with non-hazardous materials to be spoiled on-site and the rest to appropriate long-term, off-site, disposal sites.
2. Dredging associated with upstream buttressing options 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.
3. Downstream buttressing options will require removal of soils and weathered rock to a depth needed as a suitable foundation material will need to be spoiled on-site. In addition, any tunneling (or other) work for the outlet works will also generate spoils.

2. Identify preferred Borrow and Spoil Sites

Purpose: Develop a conservative footprint of disturbance to be used in the EIR/EIS Effects Analysis (both borrow and spoil site), provide initial design parameters to allow the Design Consultant to prepare plans and specifications, and allow early consultation for potential permits.

Using the results obtained from the Borrow & Spoil Siting & Suitability Study (Task 11.1) for the preferred:

1. Borrow site, obtain initial geotechnical data to develop an initial estimate of rock production (usable vs. wastage). Identifying the depth to competent material, its density, and initial range of suitable gradation needed for buttressing which are key inputs to the subsequent dam buttressing design, but more importantly, affect the size or footprint of disturbance that will need to be permitted under CEQA and NEPA. In addition, identifying the presence of any large-scale subsurface variations that may affect the size of the quarry site is important to know early-on to confirm the suitability of the preferred site or should adverse geotechnical conditions be identified, to allow the District to decide if another site should be further investigated. For this work, core samples will be needed with subsequent laboratory (e.g. petrographic) analysis.

   In addition, develop an initial set of maps to be used to estimate the amount of land needed for a) topsoil spoil, b) rock processing and stockpiling areas, c) proposed haul roads to/from the Dam site, and 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.).

   The scope of services is limited to the pre-feasibility through feasibility-level of analysis.

   As part of the Planning Consultant's scope of services, it is recommended that they evaluate the preferred borrow site 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 permitable approach.

2. Spoil site, estimate the footprint of disturbance by developing an initial set of maps to be used to estimate the amount of land needed for a) topsoil borrow (for dam removal) and/or spoil, b) proposed haul roads to/from the dam site, and proximity to local communities and species of concern who may be affected by the noise (blasting, rock processing, and trucks), dust, lighting associated night-time work, etc.).

   As part of the Planning Consultant's scope of services, it is recommended that an evaluation be done of the preferred spoil site for potential cultural or paleontological impacts. This work will be incorporated into the proposed spoil plan to avoid critical sites and minimize other impacts to obtain an environmentally permitable approach.

Task 11.01 Deliverables:

1. Feasibility-level Geotechnical Study of Preferred Borrow (Quarry) Site
2. Feasibility-level documentation of the footprint of disturbance associated with both the preferred borrow and spoil sites, respectively

TASK 11.02 – PROJECT COMPLIANCE WITH PENDING SANTA CLARA VALLEY HABITAT CONSERVATION PLAN (HCP)

The draft HCP is nearing completion. If the Dec 2010 language for San Francisco Collinsia (and to a lesser extent the Coyote Ceanothus) has not been amended, then compliance with the requirements of an approved HCP could adversely affect the Dam seismic retrofit construction and subsequent reservoir refilling operations.

Options to bring HCP San Francisco Collinsia requirements in line with the Dam retrofit Project's timeline are but not limited to the following:

1. Work with local partners to amend the 10-year monitoring requirement for Collinsia prior to HCP approval.

   NOTE: The current HCP states: "If the Implementing Entity is unable to meet the conservation obligations as outlined in this section due to the Project timeline, the Wildlife Agencies will be consulted as discussed in the Anderson Dam Seismic Retrofit Meet and Confer Provision section in Chapter 10." This section provides criteria and process for Minor or Major Amendments that would need to be followed if approved without any amended language.

2. Initiate a minor modification (preferred) or major amendment to the HCP. In Chapter 10, it appears that lessening the 10-year monitoring prior to impact may constitute "A major change to a conservation strategy milestone (e.g., extend a deadline beyond one or two years)" and therefore require a major amendment. This however, would be determined in consultations with the resource agencies.

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To support the District, the services would be performed in the following three-step (or sub-task) approach:

1. Develop an agreed-upon approach to resolving the potential impacts to this Project.
   a. Work with the District to select an option and then develop a strategy that will enable this Project to proceed in a manner that is consistent with the pending Valley HCP.
   b. Provide support to the District with implementing the strategy so that Project-level compliance can occur.
2. Work plan with estimated cost and schedule to comply with the Valley HCP

   Using the results obtained from subtask 11.02.1; develop a work plan to implement early actions for SF Collinsia and/or Coyote Ceanothus. This could include site selection, support to land acquisition, development of site plans to allow translocation of existing species and/or propagation of new populations from existing seed banks, monitoring and oversight of the conversion of these site(s), and potential monitoring to document successful creation as required in the Valley HCP
3. Implement the Work Plan developed as Deliverable 2.1

   This scope of services is dependent upon the results of subtask 11.02.2 using District resources or the resources of the Planning Consultant.

Task 11.02 Deliverable:

1. Valley HCP Strategy Memorandum for San Francisco Collinsia & Coyote Ceanothus
2. Valley HCP Early Implementation Work Plan for SF Collinsia & Coyote Ceanothus

TASK 11.03 – ASSIST THE DISTRICT WITH OTHER DAM SAFETY CONCERNS

The Scope of Services anticipates Project Management services may be needed to assist the District in addressing dam safety concerns at its other dams. Currently, draft studies at Calero and Guadalupe dams indicate seismic hazards to warrant reservoir drawdown in accordance with DSOD requirements. The associated impacts to the District's operations may require support during the initial term of this Agreement.

Deliverable: Support the District with strategy development; concept-level Project scopes, technical feasibility-type assessments, schedule and/or estimates of Project cost; or other related services.

Task 11.03 Deliverables

1. Appropriate to the type of Supplemental Services requested by the District
2. If technical memoranda or reports, draft and final versions will be provided in accordance with QEMS Q751D01

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TASK 11.04 OTHER

Consultant will provide additional services for any quantity of deliverables beyond those stated in Task 1 through 10 to include but limited to:

1. Additional meetings
2. Additional status/progress reports
3. Additional memoranda

VI. ADDITIONAL TERMS AND CONDITIONS

1. Consultant as Independent Contractor
   a. Consultant will perform all Services as an independent contractor and not an agent or employee of District.
   b. 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.

2. Consultant's General Responsibilities
   a. Standard of Care
      i. 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.
      ii. 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.
   b. 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. Consultant will provide full time staff designated in Attachment One to Appendix One

d. Consultant's Project Manager and full-time contract staff will be located with District Water Utility Capital Division staff at District Headquarters to the extent defined in Attachment One to Appendix One.

e. Due to the nature of the services the Consultant will provide pursuant to this Agreement, Consultant, its subcontractors, and its subconsultants are required to execute a Non Disclosure Agreement (see Attachment Four to Appendix One). 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, expiration, or termination of the Agreement.

3. Project Management

a. The Project Manager for the District is Katherine Oven, Water Utility Division Deputy Operating Officer, and her designee is Hemang Desai, Associate Civil Engineer.

b. The Project Manager for Consultant is as indicated in Attachment One of this Appendix.

c. The District's Project Manager or her designees are the only persons authorized to accept Consultant's deliverables on behalf of the District.

4. Task Orders

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's Project Manager;

d. Estimated cost of each reimbursable expense, including any applicable fees;

e. Time schedule for completing the services;

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f. Copies of applicable state and federal permits required to complete the services, unless previously provided to the District's Project Manager.

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 Water Utility Capital Division Deputy Operating Officer, and the Consultant's Project Manager.

The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District 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.

5. Conflict of Interest

a. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement. Consultant represents that is does not currently have nor has had in the past three (3) years, a financial relationship with any of the following organizations listed below that could impact the Consultant's ability to provide independent and impartial services to the District:

b. 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.

c. 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. Upon District's request, Consultant will complete, execute, and submit California Fair Political Practices Commission Form 700.

d. 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.

APPENDIX ONE
SCOPE OF SERVICES

e. 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 the design or construction of any project that is related to the services provided under this 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.

(iii) the Consultant and its subconsultants referenced in Attachment One to Appendix One are precluded from proposing and/or contracting with the District for any professional service listed in this Appendix One, section II, Project Background, Project Delivery Approach, paragraphs 2, 3, and 4 above. However, subcontractors, vendors, and/or suppliers providing non-professional services for this Agreement, such as but not limited to photocopying services, photography services, lab testing, soil borings, or other technically-related services may propose and/or contract with prime consultants or the District for each of the separate professional services referenced in section II Project Background, Project Delivery Approach, paragraphs 3 and 4 above.

6. Term &Termination

6.01 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.

6.02 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 and 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 7, Consultant's Compensation Upon Termination of Suspension.

APPENDIX ONE
SCOPE OF SERVICES

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.

7. Consultant's Compensation Upon Termination or Suspension

a. 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's Project Manager, as follows:

i. 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 this Project after the date of termination.

ii. 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 this Project after the date of termination.

iii. In no event shall the total compensation paid for any item of service exceed the payment specified in this Agreement or the applicable Task Order for that item of service.

8. Release of Information Prohibited

The Consultant is not permitted to provide any information concerning this Project to the media nor anyone other than authorized District personnel. The Consultant will not release any information pertinent to this Project under planning, design or construction for publication, public disclosure, or in any other manner without first obtaining written approval from the District's 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's Project Manager. Consultant will not communicate with the media regarding any such matter.

APPENDIX ONE
SCOPE OF SERVICES

9. 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
Fax: 408-979-5656

Consultant:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Ronald E. Henderson, Vice President
Email: hendersonRE@bv.com
Fax: 925-949-5902

10. Contract Administrator

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Ravi Subramanian, Procurement and Operational Services Division Deputy Administrative Officer
Email: RSubramanian@valleywater.org

11. 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 communicate and interact with the members of the public in a polite and professional manner.

APPENDIX ONE
SCOPE OF SERVICES

12. Appendix One Attachments

The following listed Attachments referred to herein are incorporated in this Appendix One - Scope of Services as though set forth in full:

a. Attachment One – Consultant's Key Staff and Subconsultants

b. Attachment Two – Dispute Resolution

c. Attachment Three - Task Order Template

d. Attachment Four – Non-Disclosure Agreement

e. Attachment Five – Reference Materials

f. Attachment Six – District Procedures and Work Instructions

(Remainder of page intentionally left blank)

ATTACHMENT ONE TO APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

1. Consultant's key staff assigned to this Project are as follows:

Team Member	Project Role
Ron Henderson	QA Manager
Jim Watson	Program Manager
Chris Mueller	Deputy Program Manager
Jeff Bair	Engineering Oversight Manager
Ray Brainard	Construction Oversight Manager

2. If necessary, appropriate, and for compliance with Appendix Two (paragraph 12), 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 this Project:

Firm	Project Role	Key Personnel
Schaaf & Wheeler	Engineering Support Permitting Contract Management	Chuck Anderson David Foote Eliza McNulty Jim Schaaf Andrew Sterbenz
Avila and Associates	Project Controls	Ernesto Avila
Sonika Corporation	Risk Management Document Management	Rick Cole Richard Volpe
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight	Jim Creighton
Live Oak Associates, Inc.	Environmental Oversight	Rick Hopkins

ATTACHMENT ONE TO APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Key Personnel
Parikh Consultants, Inc.	Geotechnical	Gary Parikh
M Pauletto and Associates, LLC	Quarries & Heavy Construction	Mike Pauletto
Jack Cassidy	Board of Consultant	Jack Cassidy
Lloyd Cluff	Board of Consultant	Lloyd Cluff
Ray Seed	Board of Consultant	Ray Seed
GEI, specifically the services of Steve Verigin	Board of Consultant	Steve Verigin

Contact information for the above listed Sub-Consultants is as follows:

Expertise: Engineering Support, Permit Acquisition Support, Contract Management

Firm: **Schaaf & Wheeler**
Address: 100 N. Winchester Blvd., Suite 200, Santa Clara, CA 95050
Contact: Jim Wheeler
Phone: (408) 246-4848
Email: jshaaf@swsv.com

Expertise: Project Controls

Firm: **Avila & Associates**
Address: 712 Bancroft Rd., Suite 333, Walnut Creek, CA 94598
Contact: Ernie Avila
Phone: (925) 673-0549
Email: eavila@avilaassociates.com

Expertise: Environmental Oversight

Firm: **Live Oak Associates, Inc**
Address: 6840 Via Del Oro Suite 220, San Jose, CA 95119
Contact: Rick Hopkins
Phone: (408) 224-8300
Email: rhopkins@loainc.com

Expertise: Risk Management, Document Management

Firm: **Sonika Corporation**
Address: 1485 Bayshore Blvd., Suite 320h, San Francisco, CA 94124
Contact: Matthew Ajiake
Phone: (415) 655-1801
Email: majiake@sonika.com

ATTACHMENT ONE TO APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Expertise:	Public Outreach & Stakeholder Involvement		
Firm:	**Creighton & Creighton**	Contact:	Jim Creighton
Address:	P.O. Box 1030, Los Gatos, CA 95031	Phone: Email:	(408) 354-8001 jim@publicparticipation.com
Expertise:	Geotechnical		
Firm:	**Parikh Consultants, Inc.**	Contact:	Gary Parikh
Address:	2360 Qume Dr., Suite A, San Jose, CA 95131	Phone: Email:	(408) 452-9000 gparikh@parikhnet.com
Expertise:	Quarries & Heavy Construction		
Firm:	**M Pauletto and Associates, LLC**	Contact:	Mike Pauletto
Address:	11204 NW 37th Ct., Vancouver, WA 98685	Phone: Email:	(306) 571-5539 mpauletto@aol.com
Expertise:	Board of Consultants (Hydrology & Hydraulics)		
Firm:	**Jack Cassidy**	Contact:	Jack Cassidy
Address:	2884 Saklan Indian Dr. Walnut Creek, CA 94595	Phone: Email:	(925) 933-5994 jjcassidyhydro@comcast.net
Expertise:	Board of Consultants (Geosciences)		
Firm:	**Lloyd S. Cluff**	Contact:	Lloyd Cluff
Address:	33 Mountain Spring Avenue San Francisco, CA 94114	Phone: Email:	(415) 564-9371 lloydcluff@gmail.com
Expertise:	Board of Consultants (Dam Geotechnical)		
Firm:	**Raymond B. Seed**	Contact:	Prof. Ray Seed
Address:	University of California, Department of Civil and Environmental Engineering, 423 Davis Hall, Berkeley, CA 94720	Phone: Email:	(510) 643-8438 seed@ce.berkeley.edu
Expertise:	Board of Consultants (Dam Engineering)		
Firm:	**GEI** (Specifically the services of Steve Verigin)	Contact: Phone:	Steve Verigin (510) 350-2900
Address:	180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017	Email:	sverigin@geoconsultants.com

3. None of the above named Consultant staff or sub-consultants will be replaced without the approval of the District's Project Manager. Should replacement or additional subconsultants be required to provide services under this Agreement, District preapproval is required. Upon District approval, subconsultants can be added to this

ATTACHMENT ONE TO APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Agreement through amendment of both Attachment One to Appendix One and Appendix Two (Fees and Payment). 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 this 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-level knowledge in the possession of the person or persons being replaced.

B. The Project Team's organization chart and delegated responsibilities of each team member will be revised accordingly and submitted to the District for concurrence.

C. Prior to issuance of the Agreement Notice-To-Proceed each subconsultant firm's authorized representative will sign and submit the District's Non-Disclosure Agreement, which is provided as Attachment Four to Appendix One. Failure by a subconsultant's authorized representative to sign the District's Non-Disclosure Agreement; the District will authorize the Consultant to retain an equivalently qualified firm as a replacement subconsultant. Consultant shall provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System..

D. In addition, subconsultants' key staff are required to sign and submit the District's Personal Non-Disclosure Agreement, which is provided as Attachment One to Attachment Four to Appendix One. Consultant will provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System.

4. The District's Project Manager may approve any revisions to Consultant's key staff or designated sub-consultant key-staff as an administrative modification to this Agreement.

5. As requested in Appendix One, section VI Additional Terms and Conditions, Paragraph 2c (Designate full time staff), no full-time staff are planned for the duration of the initial two-year term of this Agreement. However, the initial start-up anticipates up to four full-time staff for the initial four to six months from issuance of the Agreement NTP working from the District's headquarters. After this initial ramp-up and dependent upon District approval to implement an accelerated schedule, the duration may need to be extended and/or require additional staff to work from the District headquarters. On at least a quarterly basis, or as requested by the District's Project Manager, the District and Consultant will meet to evaluate, and adjust as appropriate; the Consultant's forecast on-site staffing levels for the upcoming six calendar months from issuance of the NTP and in so doing, agree on respective NTE fee transfers between Tasks to support the on-site staffing level, but not exceed the Agreement's not-to-exceed-amount as specified in Appendix Two.

6. The initial list of personnel to support the ramp-up effort includes the following:

   A. Jim Watson (‡), Project Manager (Black & Veatch)

   B. Ernesto Avila, Project Controls Manager (Avila)

ATTACHMENT ONE TO APPENDIX ONE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

C. Andrew Sterbenz, Contract Compliance and Administration Manager (Schaaf & Wheeler)

D. Tiffany Bailey, Document Control Manager (Sonika)

7. Additional support working from the District's headquarters for prolonged periods of time to support both the initial ramp-up and on-going implementation of this Project may include the following:

   A. Erick Bevington (‡), Sr. Project Engineer (Black & Veatch)

   B. Steven Jones, Senior Engineer (Avila & Associates)

8. When working continuously (i.e. 40 hours/week) from the District headquarters for a duration greater than four weeks, the personnel having an (‡) will be billed at a Project Office Rate in accordance with the Hourly Rate Schedule in Appendix Two

9. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use office space, desks, chairs, filing cabinets, office supplies, telephones for District related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with Water Utility Capital Programs Division, that is required to perform the services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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ATTACHMENT TWO TO APPENDIX ONE
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 this 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 will 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:

ATTACHMENT TWO TO APPENDIX ONE
DISPUTE RESOLUTION

1. Any Mediator selected must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
2. No person will 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.

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 will be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation will 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 will be a necessary party in judicial proceedings related to the Mediation.

ATTACHMENT TWO TO APPENDIX ONE
DISPUTE RESOLUTION

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.

(Remainder of page intentionally left blank)

ATTACHMENT THREE TO APPENDIX ONE
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's Project Manager: _____

Consultant's Project Manager: _____

Dollar Amount of Task Order: Not-to-exceed $_____

1. Upon full execution of this Task Order Number:_____, as set forth in this Agreement and issuance of a notice-to-proceed by the District's Project Manager, Consultant is hereby authorized to perform the services described in Attachment A to this Task Order. Any costs incurred, services 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 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. Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District's 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's Capital Projects Water Utility Deputy Operating Officer and Consultant's 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 perform the services are attached to this Task Order, unless the Consultant's 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'S PROJECT MANAGER **DATE**
ON BEHALF OF CONSULTANT

Signature/Print Name: _____ _____
SANTA CLARA VALLEY WATER DISTRICT **DATE**
DEPUTY OPERATING OFFICER

ATTACHMENT FOUR TO APPENDIX ONE

Santa Clara Valley Water District

NON-DISCLOSURE AGREEMENT (NDA)

(1001-0418-121)

This Non-Disclosure Agreement ("NDA") is entered into as of the date executed below, by and between Santa Clara Valley Water District (hereinafter the "District"), and _____ _____Black and Veatch, or which together with its subsidiaries and affiliates, are individually and collectively be referred to hereinafter as the "Company."

1. During the course of Company's relationship with the District, which commences with the District's issuance of Notice-To-Proceed for Standard Consultant Agreement #_____ for Project Management Services for the Anderson Dam Seismic Retrofit Project (Project), the District has disclosed or may disclose to Company confidential information that may include but not be limited to the following kinds of information: all draft/final documents associated with the solicitation, selection, award, administration and management of any and all contracts for Phase Consultant(s) and related construction contracts for the Project, plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information ("Confidential Information").

2. Company agrees:
   - (i) to hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information;
   - (ii) not to reproduce, transcribe, or disclose the Confidential Information, or any information derived from the Confidential Information to third parties without prior written approval by the District;
   - (iii) not to make, have made, use, distribute or sell for its own purposes or for any purpose other than on behalf of the District, any item or data incorporating Confidential Information;
   - (iv) to only make a minimum amount of copies of any Confidential Information that is absolutely necessary to carry out services it provides to the District;
   - (v) to only disclose Confidential Information to its responsible employees who have: (a) a need to know such Confidential Information in order to carry out the services Company provides to the District; and (b) signed and returned to the District the PERSONAL NDA, attached to this NDA;
   - (vi) to promptly return all copies, renderings, transformations, and derivatives of the Confidential Information to the District at the termination of its working relationship with the District; or if requested by the District to destroy and certify in writing the destruction of such Confidential Information; and
   - (vii) to notify the District in writing immediately when it becomes aware of any unauthorized release of the Confidential Information.

3. Company acknowledges that its compliance with this NDA is necessary to protect the District, and that any action on Company's part that is inconsistent with this NDA will cause the District irreparable and continuing harm. Therefore, if anything Company (including its employees and agents) does that is inconsistent with this NDA, Company consents to the District obtaining a court order to stop its inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

4. The obligations established by this NDA may be supplemented by contract terms hereafter agreed to by District and Company. All additions or modifications to this NDA must be made in writing and must be signed by both parties. This NDA is made under and will be construed according to the laws of the State of California.

By signing below, I acknowledge that I have read this NDA and I have authority to agree, and do agree, on behalf of Company to all of the terms and conditions contained in this NDA.

COMPANY

Signature: _____ Date: _____

Name: _____ Title: _____

ATTACHMENT FOUR TO APPENDIX ONE

Santa Clara Valley Water District

ATTACHMENT TO NDA

PERSONAL NON-DISCLOSURE AGREEMENT (PNDA)

1. I acknowledge that the Santa Clara Valley Water District ("District") will make available to me from time to time certain information that is highly confidential to the District. I acknowledge that such information is extremely sensitive and agree that I will not disclose all or any part of this confidential information to any person, firm, corporation, association, or partnership without the written permission of the District. For example, this confidential information may include but not be limited to the following kinds of information: Request for Proposal #4410 Engineering and Construction Claims Consulting Services, plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information.

2. I will hold all of the District's confidential information at all times in trust and strictest confidence for the District from and after the date of its creation or disclosure to me. I will prevent the impermissible release of the District's confidential information. I will not retain nor incorporate any of the confidential information into any database or any medium other than may be required for the District's exclusive benefit. I will not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this PNDA.

3. In addition, I will not perform an illegal act and I will not share the password or account access provided exclusively to me. When leaving a workstation unattended, or out of sight, I will save my work and log off or lock the workstation to prevent unauthorized access. I will make no attempt to circumvent access codes or information protection schemes or uncover security loopholes or attempt to break authentication procedures or encryption protocols. I will make no attempts to increase the level of access to which I have been authorized. I will not attempt to use or obtain access codes in an unauthorized manner or from another user. I will not allow non-employees to access District computer systems.

4. I agree to abide by the statements made regarding the use of confidential information, including, without limitation, any on the use of the District's network.

5. I acknowledge that my faithful compliance with this PNDA is necessary to protect the District and that any action on my part that is inconsistent with this PNDA will cause the District irreparable and continuing harm. Therefore, if anything I do is inconsistent with this PNDA, I consent to the District obtaining a court order to stop my inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

PLEASE COMPLETE THE FOLLOWING SECTION (PLEASE PRINT):

Full Name:	
Company Name:	
Phone No.:	Fax No.:
Email Address:	
Who is your District employee contact?	
Signature:	Date:

ATTACHMENT FIVE TO APPENDIX ONE

REFERENCE MATERIALS

Ref. 1 - Santa Clara Valley Water District, 2007, Anderson Dam Probable Maximum Flood Study, dated December, 2007, revised December 2010.

Ref. 2 - Santa Clara Valley Water District, 2010, Project Plan - Anderson Dam Seismic Retrofit Project, dated December, 2010.

Ref. 3 – Part 13 Safety Inspection Report, dated September, 2007

Ref. 4 - DSOD Certification of Approval, dated May, 1966

Ref. 5 – DSOD Certification of Approval, dated October, 1959

Ref. 6 – DSOD letter, Operating Restriction, dated June, 2011

Ref. 7 & 7a – FERC 5737 Exemption from License, dated August, 1984

Ref. 8 – FERC Letter, Fault Rupture Study, dated June, 2011

Ref. 9 – FERC Letter, Operating Restriction & Project Schedule, dated June, 2011

Ref. 9a – FERC letter, Board of Consultants, dated June, 2011

Ref. 10 – FERC Letter, PMF Study, dated August, 2010

Ref. 11 – FERC Letter, Seismic Stability, dated October 2010

Ref. 12 – FERC Letter, Seismic Stability Draft Report, dated June, 2011

Ref. 13 – FERC Letter, Sudden Failure Assessment, dated June, 2011

Ref. 14 & 14a - AMEC Geomatrix, 2011, Report SSE 1A – Seismic Stability Evaluation Report, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref 15 - AMEC Geomatrix, 2009, Technical Memorandum 2A – Field Investigation Plan for Anderson Dam, Revision 2, Seismic Stability Evaluation of DIP Phase 1 Dams, dated February 2009.

Ref 16 -AMEC Geomatrix, 2010, Technical Memorandum 3A – Design Ground Motions, Seismic Stability Evaluation of Anderson Dam, dated March, 2010.

Ref. 17 - AMEC Geomatrix, 2008, Technical Memorandum 4 – Preliminary Stability Evaluation of Anderson Dam, Seismic Stability Evaluation of DIP Phase 1 Dams, dated December, 2008.

ATTACHMENT FIVE TO APPENDIX ONE

REFERENCE MATERIALS

Ref. 18 - AMEC Geomatrix, 2009, Technical Memorandum 6 – Phase 1 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated September, 2009.

Ref. 19 - AMEC Geomatrix, 2011, Technical Memorandum 7 – Recommended Reservoir Restrictions, Seismic Stability Evaluation of Anderson Dam, dated June, 2011.

Ref. 20 - AMEC Geomatrix, 2011, Technical Memorandum 8A – Conceptual Remedial Design Alternatives for the Dam Embankment, Seismic Stability Evaluation of Anderson Dam, dated April 2011.

Ref. 21 - AMEC Geomatrix and URS, 2011, Technical Memorandum 8B – Conceptual Remedial Design Alternatives for Outlet Works, Seismic Stability Evaluation of Anderson Dam, dated May 2011.

Ref. 22 - AMEC Geomatrix, 2011, Technical Memorandum 10 – Phase 2 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 23 - AMEC Geomatrix, 2011, Technical Memorandum 10A – Phase 2 Fault Rupture Hazard Evaluation - Addendum, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 24 - Technical Review Board, 2009, Letter Report No. 1, Seismic Stability evaluation of Anderson Dam, dated March, 2009.

Ref. 25 - Technical Review Board, 2009, Letter Report No. 2, Seismic Stability evaluation of Anderson Dam, dated November, 2009.

Ref. 26 - Technical Review Board, 2010, Letter Report No. 3, Seismic Stability evaluation of Anderson Dam, dated September, 2010.

Ref. 27 - Technical Review Board, 2011, Letter Report No. 4, Seismic Stability evaluation of Anderson Dam, dated January, 2011.

Ref. 28 - Technical Review Board, 2011, Letter Report No. 4A, Seismic Stability evaluation of Anderson Dam, dated May, 2011.

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ATTACHMENT SIX TO APPENDIX ONE
DISTRICT PROCEDURES AND WORK INSTRUCTIONS

Attachment #	Document Title
1	Capital Planning Procedure
2	Procurement of Goods and Services
3	Procurement of General Services
4	Procurement of Consultant Services
5	Capital Project Delivery
6	File Instructions for Capital Projects
7	Project Proposal Instructions
8	Project Proposal Template
9	Planning Phase Work Instructions
10	Design Phase Work Instructions
11	Construction Phase Work Instructions
12	Instructions for Hazardous Substance Study
13	Advertise, Report of Bids, Award
14	Change Management Practice
15	Create Workplan
16	Create Project Plan Procedure
17	Closeout Checklist Form
18	Project Plan Guidelines
19	Checklist for Advertisement
20	Project Delivery Flowchart
21	Project Delivery Chart for Board Items
22	Project Owner Satisfaction Survey
23	New Capital Request Form
24	Planning Phase Quality Control Form
25	Tracking of Review Comment Form
26	Tracking of Review Comments on Drawing Form
27	Calculation Cover Sheet
28	Listing of Calculations Form
29	Technical Memo Template
30	30% Design Phase Quality Control Form
31	60% Design Phase Quality Control Form
32	90% Design Phase Quality Control Form
33	100% Design Phase Quality Control Form
34	Construction Submittal Comment Form
35	HSLA Form
36	Clerk of Board General Procedures
37	General Administration Board Scheduling Procedure

ATTACHMENT SIX TO APPENDIX ONE
DISTRICT PROCEDURES AND WORK INSTRUCTIONS

38	General Administration Board Correspondence
39	General Administration Board Hearing Advertisement
40	General Administration Public Outreach and Marketing
41	CADD Document Control Instructions
42	Environmental Planning Guidance Section 1 – Purpose
43	Environmental Planning Guidance Section 3 - Mitigation Measure Monitoring and Reporting
44	Environmental Planning Guidance Section 4 - Responsible Agency
45	Environmental Planning Guidance Section 5 - Joint Documents
46	Grants Management
47	Preparation, Execution and Distribution of Consultant Agreements
48	Consultant Contract Administration
49	Fiscal Year 2012 Budget Process Kickoff
50	Fiscal Year 2012 Budget Manual Updated on 1104
51	Copy of Financial Planning Schedule
52	Fiscal Year 2011 Budget Tool User Guide

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 Fixed 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, subconsultant(s), and equipment including reimbursable, travel and per diem expenses used by the Consultant to perform the services.

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 **$3,656,800** during the initial two- year 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	Fee	
		Task Level Not-to-Exceed	Total Not-to-Exceed
1	Project Management and Capital Project Delivery	$ 433,100.	
2	Coordination and Communication	$ 440,200.	
3	Administrative Work	$ 704,400.	
4	Public Outreach	$ 65,900.	

APPENDIX TWO
FEES AND PAYMENTS

Task	Description	Fee: Task Level Not-to-Exceed	Fee: Total Not-to-Exceed
5	Stakeholder Engagement	$ 42,300.	
6	Agreements, Contracts, Services	$ 432,300.	
7	Implement Value Engineering/Constructability Review	$ 131,400.	
8	Quality Assurance and Quality Control	$ 232,600.	
9	Board of Consultants (BOC)	$ 103,100.	
10	Interim Safety Measures	$ 37,300.	
Type 3 Other Direct Costs (refer to Section IV, Item 6)		$ 138,000	
Subtotal Tasks 1 through 10 Not-To-Exceed Amount			**$ 2,760,600.**
11	Supplemental Services	$ 896,200.	
Total Agreement Not-to-Exceed Amount			**$ 3,656,800.**

IV. TERMS AND CONDITIONS

Payments for work completed, as defined in 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 Rate Schedule. This Hourly Rate Schedule is based on rates effective for the calendar year 2012 and addresses the scope of services defined in Appendix One, which does not include legal-related services involving a third-party dispute with the District such as and not limited to the preparation of declarations, participation in depositions, or providing testimony before a court.

2. The stated 2012 hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. On January 2, 2013, these rates may be escalated in

APPENDIX TWO
FEES AND PAYMENTS

accordance with the ECI as defined below. After twelve (12) months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these 2012 Base Hourly Rates, listed below, 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 **2.5%**, whichever is less. A negative ECI will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Utility Capital Services Division Deputy Operating Officer.

2012 Base Hourly Rate Schedule

Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate
CONSULTANT		
BLACK & VEATCH:		
Project Director/PIC	$270.30	
Senior Practice Leader	$270.30	$265.20
Program Manager	$270.30	$265.20
Practice Leader	$244.80	
Safety Manager	$234.60	
Senior Construction Manager	$229.50	
Deputy Program Manager	$219.30	
Sr. Project Supervising Engineer	$239.70	$234.60
Construction Manager	$198.90	
Cost Estimator	$193.80	
Senior Project Engineer	$183.60	$178.50
Sr. Project Controls	$178.50	
Project Controls	$153.00	
Associate Engineer	$147.90	
GIS Practice Leader	$147.90	
Sr. Regional Administrator	$127.50	
SUBCONSULTANTS (SBE)		

APPENDIX TWO
FEES AND PAYMENTS

Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate
SCHAAF & WHEELER:		N/A
Principal	$255.00	
Project Manager	$209.10	
Senior Engineer	$163.20	$163.20
Associate Engineer	$122.40	
Junior Engineer/Technician	$112.20	
AVILA & ASSOCIATES:		
Project Controls Manager	$205.79	$205.79
Senior Engineer II	$197.84	
Senior Engineer I	$178.35	
Project Administration Specialist	$96.04	
SONIKA CORPORATION:		
Principal	$192.83	
Quality Assurance	$214.26	
Geotech Consultant	$214.26	
Risk Manager	$182.12	
Risk Analyst	$118.93	
Document Control Manager	$129.87	$129.87
Document Control Analyst	$117.83	
Project Coordinator	$78.54	
CREIGHTON & CREIGHTON, INC:		N/A
Principal	$190.65	
LIVE OAK ASSOCIATES, INC:		N/A
Principal	$183.60	
Senior Associate	$132.60	
Director of Ecol. Services (SJ)	$153.00	
Director of Ecol. Services	$142.80	
Project Manager	$112.20	
Director of Cartography	$122.40	
Assistant Project Manager	$96.90	
Support Staff	$66.30	

APPENDIX TWO
FEES AND PAYMENTS

PARIKH CONSULTANTS, INC:		N/A
Project Manager	$222.77	
Senior Project Engineer	$160.67	
Project Engineer	$125.54	
Field Engineer	$104.79	
Staff Engineer	$85.90	
SPECIALTY SUBCONSULTANTS (Non-SBE)		
M PAULETTO AND ASSOCIATES:		
Borrow & Spoil Sites	$245.58	N/A
CLUFF:		
Lloyd Cluff, BOC	$229.50	N/A
SEED:		
Ray Seed, BOC	$229.50	N/A
CASSIDY:		
Jack Cassidy, BOC	$229.50	N/A
GEI:		
Steve Verigin, BOC	229.50	N/A

Note: In a third party dispute situation, District will determine if Consultant services are necessary and appropriate at District's expense. Should such services be requested, the above rates do not apply and the Consultant and District will negotiate separate rates as appropriate.

3. Unused fees from a completed or active task may be reallocated to an active task provided that the Agreement total NTE amount is not exceeded. The parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. However, transferring fees from future tasks to current tasks will not be permitted. The Transference of funds may occur only after written approval from the District Water Utility Capital Division Deputy Operating Officer.

APPENDIX TWO
FEES AND PAYMENTS

4. Not-to-exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District Water Utility Capital Division Deputy Operating Officer.

5. Expenses incurred by the Consultant for Sub-Consultants providing professional services will be reimbursed at actual cost plus **5%**.

6. Other Direct Cost (ODC)
   a. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:

   b. ODC – Type 1: This includes the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.

   c. ODC – Type 2:
      i. This includes the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants (Seed, Cluff, Cassidy, and Verigin) and the Quarry Expert (Pauletto).
      ii. Pending District pre-approval of travel, the related costs (e.g. airfare, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.
      iii. Travel and overnight accommodations, including per diem, for ODC Type 2 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 the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs.
      iv. Vehicle rental is limited to a compact or economy model.
      v. Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

APPENDIX TWO
FEES AND PAYMENTS

d. ODC – Type 3:
   i. This includes incidental costs that are ancillary, but are direct Project related costs that are small dollar amount (e.g. less than $200) and cannot be estimated or planned for in detail.
   ii. This includes, but is not limited to such items as: postage, FedEx/UPS, in-state travel to meet with FERC and/or DSOD, phone calls between Home and Project offices, specialized computer usage such as GIS or CAD, and misc. meeting expenses.
   iii. These costs will be billed monthly based on a percent complete basis as approved by the District's Project Manager in accordance with the amount specified in Section III of this, Appendix Two.
   iv. Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate measured from the District Headquarters to Project site, if directed and authorized by the District. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

7. 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 categorized costs for all labor charges, name and personnel category, and direct charges by task, must reflect actual fees versus the Agreement not-to-exceed fees in this Appendix Two. Before submitting an invoice, a draft progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District's Project Manager. Upon preliminary approval by the District, the Consultant will send via United States mail the complete signed and dated hardcopy invoice, including all supporting documentation to the District's Project Manager. District review of the draft invoice does not represent final approval of the hardcopy invoice.

8. District's Project Manager will review each 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 undisputed invoice amount. District will pay undisputed invoices within 30 calendar days from date invoice is received by District's Project Manager.

APPENDIX TWO
FEES AND PAYMENTS

9. Prevailing Wages

    a. 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.

    b. 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.

10. Consultant's services will be performed by its staff members at the lowest hourly rates commensurate with the complexity of the required services.

11. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.

12. 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 **50%** 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.

(The remainder of this page intentionally left blank.)

APPENDIX THREE
SCHEDULE OF COMPLETION

1. This Agreement commences once it is signed by both parties. District and Consultant may agree to modify the dates specified for Consultant's performance. This Agreement expires April 30, 2014, unless its term is modified by a written amendment hereto, signed by both parties.
2. No schedule extension will be allowed unless approved in advance in writing by the District. Consultant's attention is directed to Section VII of the District's Standard Consultant Agreement regarding delays and extensions.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement.
4. 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. The approved Project-level schedule will be monitored monthly. Task and Deliverable schedules will only be changed with advance written approval by the District.
5. Consultant will commence Tasks listed in Appendix One of this Agreement upon receipt of the Notice-to-Proceed.
6. Project-level Schedule. Consultant will complete the Services as listed in Appendix One of this Agreement per the schedule provided below that is based on the overall Project schedule that is included as Attachment One to (this) Appendix Three, which shows both the baseline Project schedule (per the Project Plan) and potential schedule acceleration approach:

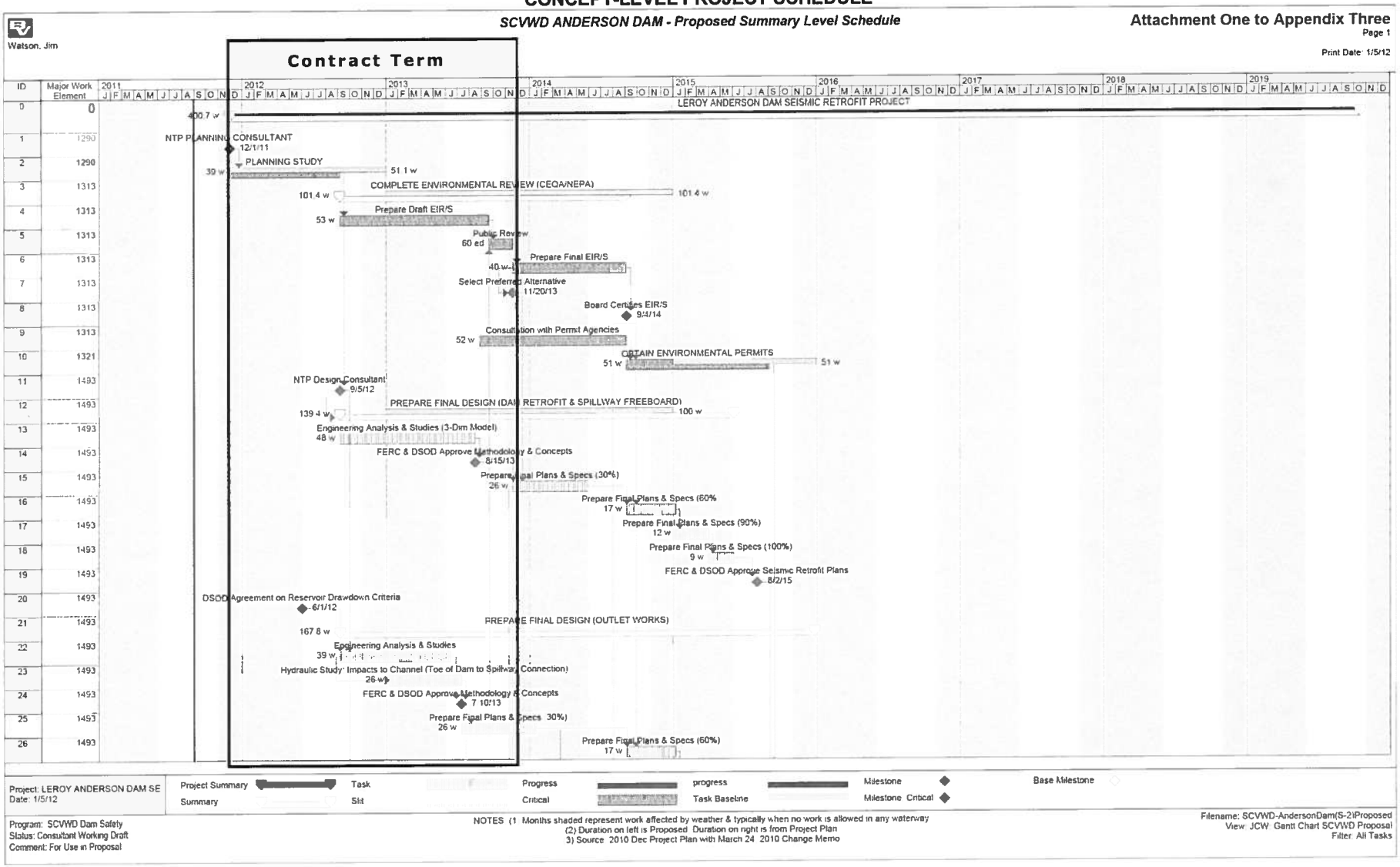
Task	Description	Completion Date or Duration from NTP
1	Project Management and Capital Project Delivery	24 months
2	Coordination and Communication	24 months
3	Administrative Work	24 months
4	Public Outreach	24 months
5	Stakeholder Engagement	24 months
6	Agreements, Contracts, Services	24 months
7	Implement Value Engineering/Constructability Review	24 months
8	Quality Assurance and Quality Control	24 months
9	Board of Consultants (BOC)	24 months
10	Interim Safety Measures	24 months
11	Supplemental Services	To be determined

APPENDIX THREE
SCHEDULE OF COMPLETION

7. Project Delays - The Consultant will make all reasonable efforts to comply with the Project-level schedule presented in Appendix Three of this Agreement. In the event the Project-level 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 Schedule of Completion. This language will prevail should any conflict or discrepancy occur between this language and the language found in Section VII of this Agreement.

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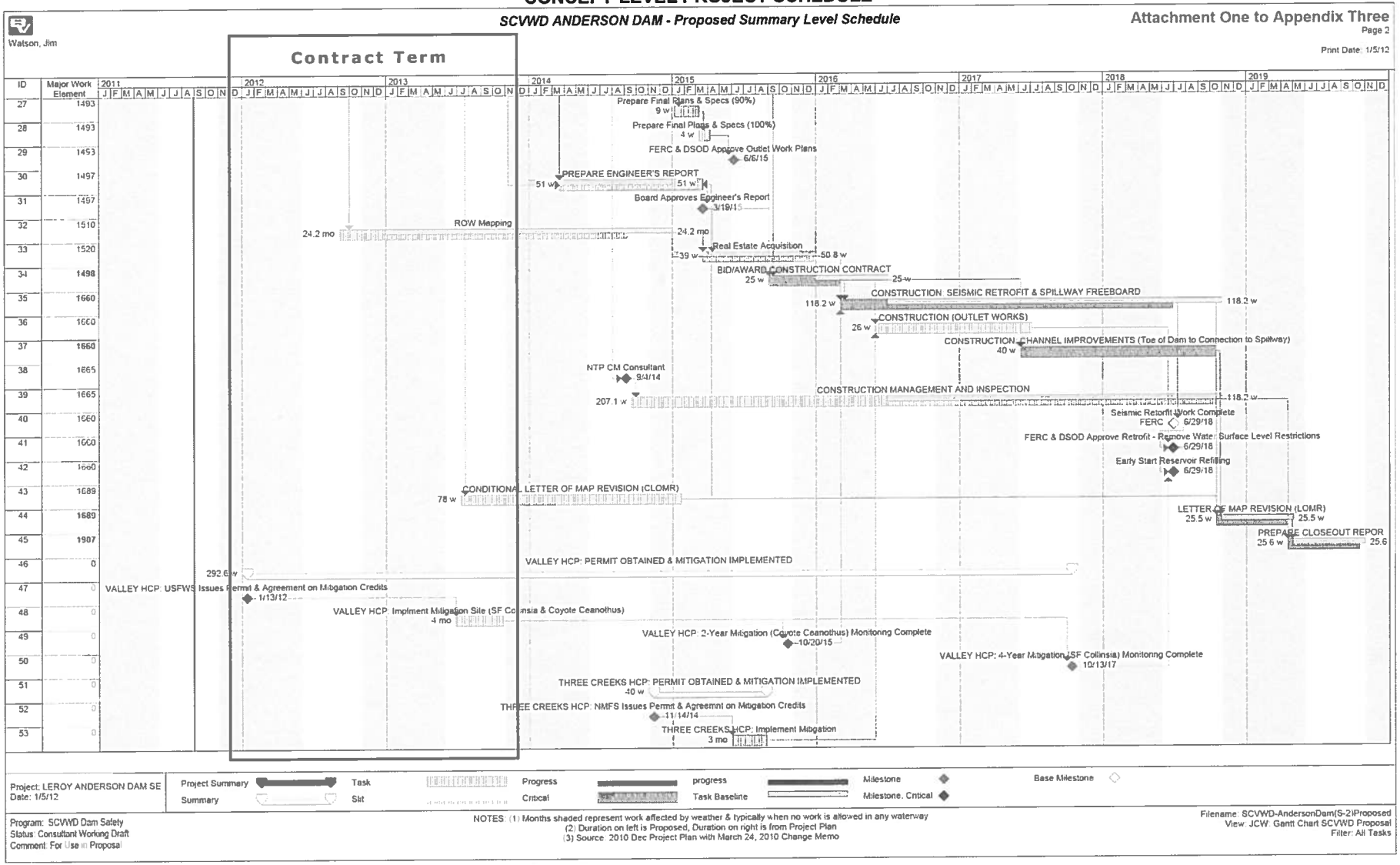
ATTACHMENT ONE TO APPENDIX THREE
CONCEPT-LEVEL PROJECT SCHEDULE



Anderson Dam Seismic Retrofit Project
Project Management Services
Ver. Jan 6, 2012

CAS File #4400

ATTACHMENT ONE TO APPENDIX THREE
CONCEPT-LEVEL PROJECT SCHEDULE



Anderson Dam Seismic Retrofit Project
Project Management Services
Ver. Jan 6, 2012

CAS File #4400

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:

Except for Professional Liability, which is self-insured, 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 can view Consultant's applicable policies.

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:

   $5,000,000 per occurrence / **$5,000,000** 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 Agreement.
   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.

APPENDIX FOUR
INSURANCE

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. This coverage is self insured. Consultant is self insured and will provide certificate that this coverage is self insured.

   B. Coverage shall include contractual liability

   C. If coverage is claims-made:

      a. Certificate of Insurance shall clearly state that the coverage is claims-made
      b. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
      c. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
      d. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Agreement 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 covereage 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.

APPENDIX FOUR
INSURANCE

(**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 not 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, except professional liability which is self insured, 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:** Except for professional Liability which is self insured, any deductibles or self-insured retentions must be declared to and approved by the District.

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 aforementioned coverages, 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. Except for Professional Liability which is self insured.

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.

APPENDIX FOUR
INSURANCE

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 this Project or the name of the District's 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) 265-2607, extension 2213.

Santa Clara Valley Water District

File No.: 26-0276

Agenda Date: 4/28/2026
Item No.: 10.1.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Conduct a Public Hearing on Vacancy Status, Recruitment, and Retention Efforts.

RECOMMENDATION:
A. Open and conduct the Public Hearing to receive a presentation on Santa Clara Valley Water District vacancy status, recruitment, and retention efforts;
B. Close the Public Hearing; and
C. Provide feedback as necessary.

SUMMARY:
California Government Code § 3502.3, effective January 1, 2025, mandates that public agencies conduct annual Public Hearings to address workforce vacancies and recruitment and retention efforts. This statute, introduced by Assembly Bill 2561, aims to enhance transparency and tackle staffing challenges in local public agencies.

The purpose of the Hearing will be to share information, identify any necessary changes to policies, procedures, and recruitment activities that may be hampering hiring, and, if requested, receive a presentation from the employee organizations representing the bargaining units.

As part of the statute, additional reporting obligations are triggered only if a single bargaining unit has job vacancies equal to or exceeding 20% of its authorized full-time positions. The overall vacancies is 3%, with each bargaining unit representing 1.4%-4.2% individually.

Currently, no bargaining unit within Valley Water meets or exceeds the 20% vacancy threshold.

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

FINANCIAL IMPACT:
There are 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:
Patrice McElroy, 408-630-3159



Vacancy Status and Recruitment & Retention Efforts

Presented by: Human Resources Division
April 28, 2026

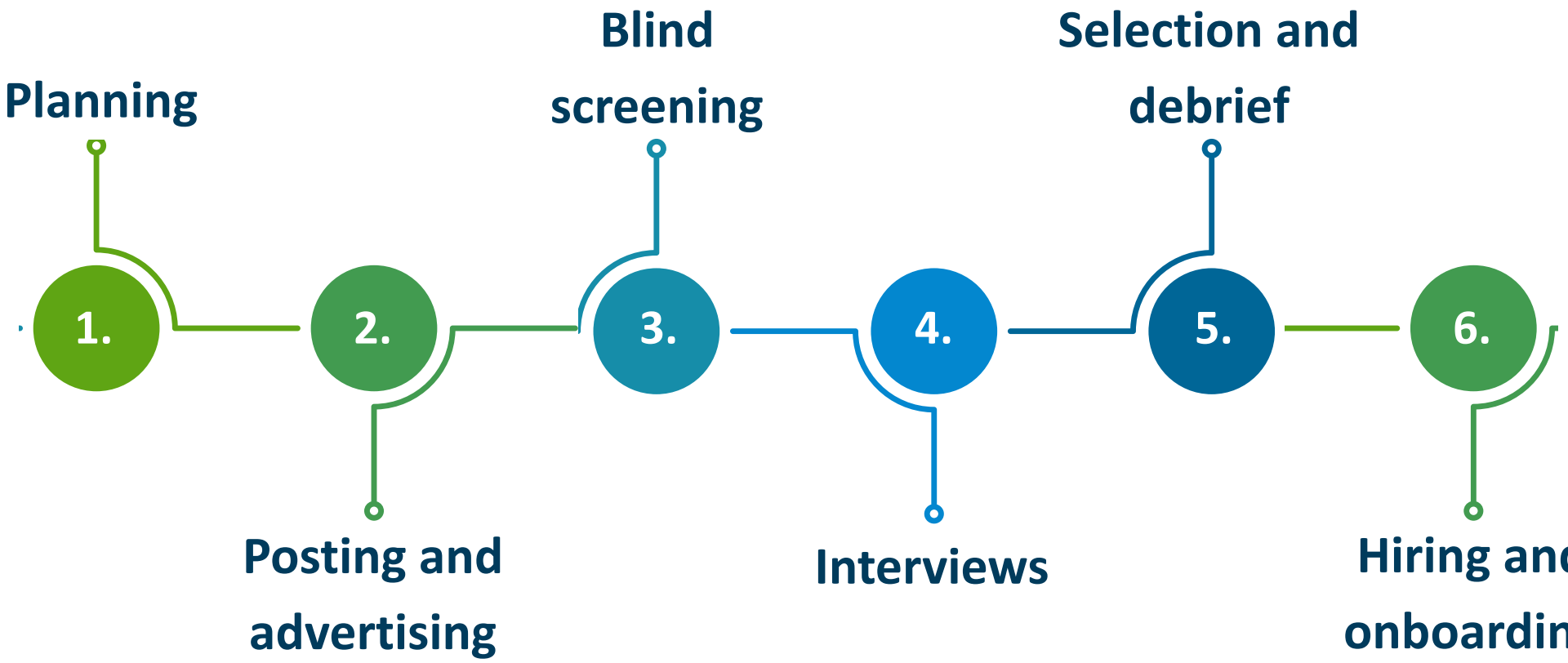
Valley Water

Key Metrics as of 3/31/2026

Type	Total
Total Positions	876
Number of Positions filled	843
In Recruitment and/or Open	33
Vacancy Factor Includes Classified and Unclassified Positions	**3.8%**

Bargaining Unit	Vacancy Factor
Employees Association	3.4%
Engineer's Society	4.2%
Professional Management Association	1.4%

Recruitment Process Overview



Valley Water has not identified any obstacles in the hiring process requiring changes to policies, procedures, or recruitment activities; however, we are evaluating the layers of approval at the selection stage to become more efficient while maintaining integrity and compliance.

Retention Efforts

- 100% Employer paid premiums for medical, dental and vision plans; retiree lifetime medical and reciprocity for prior public service
- Deferred compensation (401a/457/Matching)
- Rated 5th Healthiest Employer of Northern California
- Flexible Spending Account
- CalPERS Tier 2 members do not pay for employee contributions
- Professional and tuition reimbursement



Questions?

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Santa Clara Valley Water District

File No.: 26-0335

Agenda Date: 4/28/2026
Item No.: 10.2.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
Adopt a Resolution Approving the Sixth Amended Compensation Plan for Unrepresented Employees in the Executive Service of the Santa Clara Valley Water District.

RECOMMENDATION:
Adopt the Resolution APPROVING THE SIXTH AMENDED COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES IN THE EXECUTIVE SERVICE (JANUARY 1, 2026, THROUGH DECEMBER 31, 2029)

SUMMARY:
The Board has engaged in a strategic approach to attract, hire, and retain a high-performing and skilled workforce. In addition to classified employees represented by three bargaining groups, Valley Water currently employs unrepresented employees in the Unclassified Service of Valley Water pursuant to District Personnel Ordinance 2000-01, section 2.6 ("Executive Employees"). To address similar challenges with attracting and retaining unrepresented employees, the Board previously approved a Compensation Plan for Unrepresented Employees in the Executive Service (Compensation Plan).

The Unclassified Employee Benefits Guide has been updated to reflect the following changes: 4 paid parental leave days, 4 paid reproductive loss days, an increase in paid bereavement leave by 1 day, an increase in tuition reimbursement by $500, and an increase in Deferred Compensation Match by $1,000.

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

FINANCIAL IMPACT:
The staff estimated financial impact from the updates to benefits for unrepresented employees in the executive service is roughly $50,000 per year, primarily driven by the increase in Deferred Compensation Match.

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: Resolution

UNCLASSIFIED MANAGER:
Patrice McElroy, 408-630-3159

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 2026-

APPROVING THE SIXTH AMENDED COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES IN THE EXECUTIVE SERVICE (JANUARY 1, 2026 THROUGH DECEMBER 31, 2029)

WHEREAS, California Code of Regulations (CCR), Title 2, Section 570.5, was adopted by CaIPERS to provide specific requirements on how public agencies should document pay rates for public employees; and

WHEREAS, on April 9, 2024, through Resolution 24-19, the Board approved the fourth amendment to the Compensation Plan for Unrepresented Employees in the Executive Service (January 1, 2022, through December 31, 2025); and

WHEREAS, on April 23, 2024, through Resolution 24-21, the Board approved the fifth amendment to the Compensation Plan for Unrepresented Employees in the Executive Service (January 1, 2022, through December 31, 2025); and

WHEREAS, the Sixth Amended Compensation Plan makes changes for the Compensation Plan for Unrepresented Employees in the Executive Service (January 1, 2026 through December 31, 2029); and

WHEREAS, The Unclassified Employee Benefits Guide has been updated to reflect the following changes: 4 paid parental leave days, 4 paid reproductive loss days, increase in paid bereavement leave by 1 day, increase in tuition reimbursement by $500 and an increase in Deferred Compensation Match by $1,000.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District does hereby approve and adopt the Benefits Guide attached hereto as Exhibit “A,” effective as of Payroll Period January 5, 2026.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on April 28, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

_____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

_____
CANDICE KWOK-SMITH
Clerk, Board of Directors

EXHIBIT A
COVERSHEET

VALLEY WATER
UNCLASSIFIED BENEFIT SUMMARY
(Effective 01-01-2026)

No. of Pages: 3

Exhibit Attachments: None

VALLEY WATER

Unclassified Employee Benefits

(Effective 01-01-2026)

BENEFIT	SUMMARY
Vacation	• Newly hired employees receive **224 hours (28 days/year)** of prorated vacation based on the date of hire. The prorated amount is vested immediately for the remainder of the fiscal year and is available for use upon approval of the employee's Appointing Authority. Starting the following fiscal year, vacation shall accrue as set forth below for current employees. • Beginning each fiscal year, current employees receive 224 hours (28 days/year) of vacation, which is vested immediately for the entire fiscal year, and may be accumulated up to 4 times entitlement. • Employees may elect either a cash pay-off for up to 28 days (224 hours) or have all or a portion of the cash value transferred to the Deferred Compensation Plan once each year. Elections to cash out vacation must be made in the calendar year prior to the cash out.
Sick Leave	Sick leave is accrued at the rate of 1 day per month (96 hours per year) with unlimited accumulation. • Upon resignation, with 10 or more years of service with Valley Water, up to 480 hours of accrued sick leave shall be paid at 25% of the equivalent cash value. • Upon retirement (filed for CalPERS retirement), regardless of years of service with Valley Water, sick leave may be paid out as follows: ○ Sick leave balance *up to* 480 hours is paid out at 50% of the equivalent cash value. Any remaining balance above 480 hours may be converted into additional CalPERS service credit. Sick leave hours above 480 will not be paid out. ○ Entire accrued sick leave balance may be converted into additional CalPERS service credit. No sick leave hours will be paid out. ○ Combination of any portion (*up to 480 hours*) of the sick leave balance is paid out at 50% and any remaining balance may be converted into additional CalPERS service credit. Sick leave hours above 480 will not be paid out. • Upon death, all accrued, unused sick leave will be paid at 100% of the cash value. Any other payout of accrued sick leave upon separation of employment must be approved by the Chief Executive Officer. Any such approved payout shall not exceed 480 hours of accrued sick leave and shall be at the rate of 25% of the equivalent cash value.
Sick Leave Conservation	Sick Leave Conservation Program - Employees with a minimum of one (1) year of service who have used no more than twenty-seven (27) sick leave hours during the preceding twelve (12) month period may convert up to twenty-four (24) hours to cash. Elections to cash out sick leave must be made in the calendar year prior to the cash-out.
Executive Leave & Personal Leave	**24 hours of executive leave** and **32 hours of prorated personal leave** provided upon hire. Leave may be converted to cash or credited to the deferred compensation plan at any time during the fiscal year. Automatically paid out if no election is made.
Bereavement Leave	5 days of bereavement leave for obligations arising from the death of a family member as defined in the At-Will Policy for Employees in the Unclassified Service. Additional time may be charged to sick leave for a total leave (4 days of bereavement leave plus sick leave) not to exceed 10 consecutive working days.
Parental Leave	Valley Water provides 4 paid days for qualifying parental leave. Thereafter, employees may use sick leave (in addition to current vacation, comp time, and/or personal leave) for all qualifying parental leave. Employees can use this sick leave for bonding (or for the placement of a child with an employee for adoption or foster care). The duration of such parental or bonding leave shall be subject to Valley Water policy.
Reproductive Loss Leave (RLL)	Valley Water provides 4 paid days for qualifying reproductive loss leave. Thereafter, the employee may use 1 additional day from eligible leave banks, or go unpaid, for a qualifying leave up to 5 days. Employees may take their leave consecutively, or intermittently and must use the leave within 3 months of the loss.
Holidays	14 designated days per calendar year.
CalPERS Retirement for Classic Members ***Hired Prior to 3/19/2012*** ***(Tier 1)***	California Public Employees Retirement System (CalPERS) **2.5% at 55** retirement plan with final compensation of highest 12 consecutive months. The current required employee contribution is **8%**. Contributions are pre-tax payroll deductions.

CalPERS Retirement for Classic Members ***Hired On or After 3/19/2012*** **(Tier 2)**	California Public Employees Retirement System (CalPERS) **2.0% at 60** retirement plan with final compensation of highest 36 consecutive months. The current required employee contribution is **0%**. Valley Water pays the employee contribution (Employer Paid Member Contributions – EPMC) of 7%.
CalPERS Retirement for New Members ***Hired On or After 1/1/2013*** **(Tier 3/PEPRA)**	California Public Employees Retirement System (CalPERS) **2.0% at 62** retirement plan with final compensation of highest 36 consecutive months. Employees are required to pay 50% of the total normal cost as determined by the annual CalPERS valuation which is subject to change each fiscal year. The current required employee contribution is **7.25%.** Contributions are pre-tax payroll deductions.
Retirement Health Benefits for Employees ***Hired Prior to 12/30/2006***	Medical coverage is provided for retired employees with 10 years of continuous service with Valley Water or a combination of prior public agency service (meaning the State of California or any political subdivision thereof, including any city, county, or special district) with a minimum of 5 consecutive years of Valley Water Service. Medical, Dental, and Vision coverage is provided for retired employees and one eligible dependent with 15 or more years of continuous service with Valley Water or a combination of prior public agency service with a minimum of 5 consecutive years of Valley Water Service. Medical, Dental, and Vision coverage is provided for retired employees plus two (2) or more eligible dependents with 25 or more years of continuous service with Valley Water or a combination of prior public agency service with a minimum of 5 consecutive years of Valley Water Service.
Retirement Health Benefits for Employees ***Hired on or after 12/30/2006 and Prior to 3/1/2007***	Medical coverage is provided for retired employees with 10 years of continuous service with Valley Water or a combination of prior public agency service (meaning the State of California or any political subdivision thereof, including any city, county, or special district) with a minimum of 5 consecutive years of Valley Water Service. Medical, Dental, and Vision coverage is provided for retired employees and one eligible dependent with 15 or more years of continuous service with Valley Water or a combination of prior public agency service with a minimum of 5 consecutive years of Valley Water Service. Medical, Dental, and Vision coverage is provided for retired employees plus two (2) or more eligible dependents with 25 or more years of continuous service with Valley Water or a combination of prior public agency service with a minimum of 5 consecutive years of Valley Water Service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less. Effective April 1, 2024, retirees will pay 0% of the cost of the premium. Valley Water will pay 100% of the cost of the premium.
Retirement Health Benefits for Employees ***Hired On or After 3/1/2007***	Medical coverage is provided for retired employees with 15 years of continuous service with Valley Water or a combination of prior public agency service (meaning the State of California or any political subdivision thereof, including any city, county, or special district) with a minimum of 5 consecutive years of Valley Water Service. Medical coverage is provided for retired employees and one eligible dependent with 20 or more years of continuous service with Valley Water or a combination of prior public agency service with a minimum of 5 consecutive years of Valley Water Service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less. Effective April 1, 2024, retirees will pay 0% of the cost of the premium. Valley Water will pay 100% of the cost of the premium.
Health Insurance	Medical, Dental, Vision Care, and EAP benefits are provided by Valley Water with no monthly premium cost to the employee. Medical, Dental, Vision Care, and EAP benefits are provided to all regular employees and their eligible dependents including domestic partners. Domestic partner coverage is taxable income for federal income tax purposes. Valley Water employees may only receive coverage under one plan; either as single coverage or family coverage and either as the primary subscriber or as a dependent under the plan of a spouse or domestic partner who is a regular Valley Water employee. Eligible dependents will only be covered under one employee's medical plan.

Disability Insurance	Valley Water provides Short Term Disability (STD) equal to 66 2/3% of salary to a maximum weekly benefit of $3,462 with a 14-day waiting period. STD may transition into Long Term Disability (LTD) after 180 days of disability and then provide 66 2/3% of salary to a maximum monthly benefit of $15,000.
Life Insurance **Life Insurance**	Valley Water provides life insurance benefits equal to employee's annual salary up to a maximum benefit of $100,000 with a five-year phase out in declining increments of $10,000 per year starting with $50,000 coverage upon retirement. The premium attributable to life insurance benefit exceeding $50,000 is considered "imputed income" and must be reported as taxable earnings on the W-2 statement each year, as required by the IRS. Optional supplemental life insurance available in amounts equal to 1, 2, 3, or 4 times annual salary to a maximum benefit of $750,000 is available at employee cost. Guaranteed issue amount is $200,000.
Deferred Compensation	Deferred compensation plans are available at the employee's option, with up **to $9,000 in annual matching contributions each calendar** year from Valley Water. The match will be deposited into the 401(a) plan.
Flexible Spending Account (FSA)	Health Care Spending Account – Maximum contribution up to $3,400 for eligible medical, dental, vision and prescription expenses for 2026. The rollover amount from 2026 into 2027 is $680. Dependent Adult or Child Daycare – Maximum contribution of $7,500 per family or $3,750 if you file taxes "Married Filing Separately" per calendar year. Commuter Spending Account – Pre-tax deductions are allowed up to the IRS maximum for any public transportation or to pay for qualified vanpools to commute to work.
Employee Assistance Program (EAP)	Valley Water provides an EAP to employees and their eligible dependents that are staffed by licensed credentialed counselors and provides information, referral, and short-term counseling for personal issues affecting work or personal life.
Legal Insurance	Valley Water offers comprehensive legal benefits through Legal Shield which include (but are not limited to): Bullying Protection, Post-Nuptial/DP Agreements, Gender Identifier Change, Elder Law Matter, Civil/Social Discrimination, and Consumer Credit Services.
Accident Insurance	The Standard offers optional coverage that provides cash benefits if you're injured outside of work. Payments can help cover lost income and unexpected medical expenses. The plan pays for a range of injuries and treatments, including chipped teeth, lacerations, and broken bones, helping reduce the financial impact of accidents.
Critical Illness Insurance	The Standard offers optional coverage that provides a lump-sum cash benefit ($10,000–$30,000) if you're diagnosed with a covered critical illness, such as cancer, stroke, heart attack, Alzheimer's, or Parkinson's. The benefit can help cover medical costs, caregiving needs, and other expenses, offering financial support during treatment and recovery.
Pet Insurance	Valley Water offers optional pet insurance through MetLife. MetLife Pet can help you be prepared for unexpected vet costs associated with injuries and illnesses and can also cover routine pet care. MetLife is an employee cost direct-bill plan (no paycheck deductions).
Wellness	**ValleyWaterWell –** Valley Water Wellness program. We offer company-wide challenges, lunchtime seminars, health cooking demos, health stations, and more!
	Origin Financial Wellness – Valley Water provided financial Wellness tool. Free 1:1 meetings with certified financial planners, free app access with visibility to financial transactions, free basic will preparation, discounted will preparation and more!
	ClassPass – Fitness & wellness at your fingertips. 13 Valley Water provided credits per month, up to 13 credit rollover. Discounted credit purchases.
	Personify Health – Valley Water Wellness Platform. Participate in wellness challenges, competitions, and more. Earn up to $200/annually!
	LifeBalance – Discounts at thousands of businesses nationwide, including health clubs, fitness studios, online retailers, movie theaters, hotels, and more!
Other	**Car Allowance** – Board Appointed Officers (BAO) are eligible for a monthly car allowance as follows: CEO & General Counsel = $600 / Clerk of the Board = $450. Mileage is paid for out-of-county Valley Water business in addition to a monthly car allowance.
	Electronic Devices – Valley Water-owned communication devices are provided, including cell phones, pagers, two-way radios, tablets, and computers. A monthly stipend for smartphones is provided.
	Tuition Assistance Program – Unclassified employees with six (6) or more months of continuous service, up to 100% reimbursement of tuition costs upon satisfactory completion of an approved course to a maximum of $4,000 per fiscal year.
This is a summary of benefits only. Official plan documents/agreements govern how a benefit is determined or administered.	

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Santa Clara Valley Water District

File No.: 26-0428

Agenda Date: 4/28/2026
Item No.: *10.3.

BOARD AGENDA MEMORANDUM

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

SUBJECT:
CEO and Chiefs' Reports.

ATTACHMENTS:
*Handout 10.3-A: OCE Monthly Report

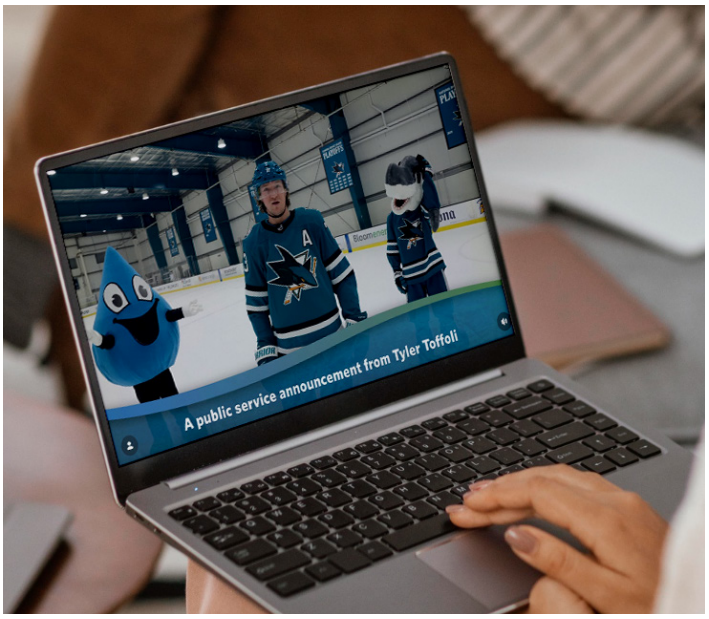
SUMMARY FOR MARCH 2026

Office of Communications Activities

Valley Water

SAN JOSE SHARKS PARTNERSHIP SWEEPSTAKES

To expand Valley Water's reach across Santa Clara County, staff launched a sweepstakes in partnership with the San Jose Sharks. Participants had to follow Valley Water's Instagram account to be entered to win two tickets to a Sharks home game. The campaign ran for one week and featured a video with player Tyler Toffoli, H2Cool, and SJ Sharkie highlighting the importance of water in daily life. The winner was picked at random by the Sharks.

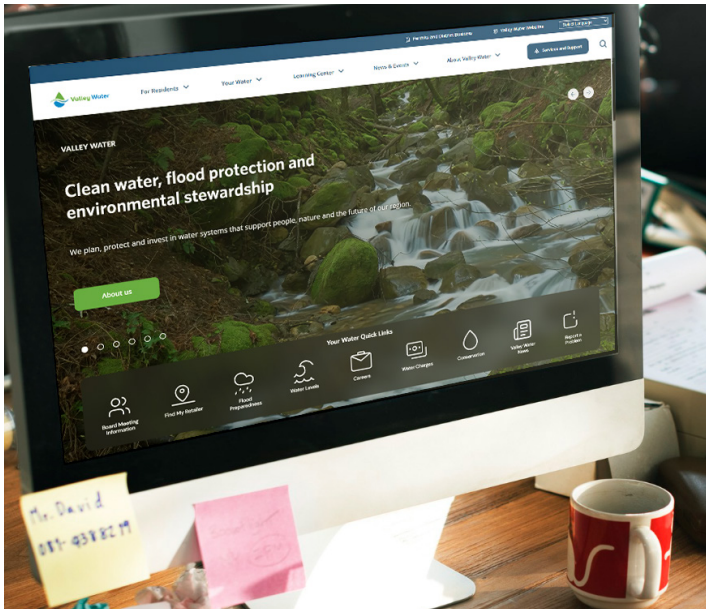


ANDERSON DAM SEISMIC RETROFIT PROJECT PUBLIC MEETING

On March 26, 2026, Valley Water held a public meeting to update the community on the Anderson Dam Seismic Retrofit Project. The meeting took place at the Morgan Hill Community and Cultural Center and had 50 participants. Morgan Hill Mayor Mark Turner attended in person, along with 23 others. The meeting also had 26 participants joining via Zoom. Director Varela delivered opening remarks. Staff presented updates on the Anderson Dam Tunnel Project, an overview of the Seismic Retrofit Project, and an introduction to the Live Oak Restoration Reach. The meeting concluded with a question-and-answer session. A recording is available on the project website and Valley Water's YouTube channel.

REDESIGNED WEBSITE LAUNCH

After a two-year collaborative effort with IT, staff launched the redesigned valleywater.org on March 5. In addition to a modern look and feel, the new website includes improved menu navigation, accessibility enhancements, and an interactive map to help the community easily find information on directors, water retailers, FEMA flood zones, and sandbags.



VIDEO CAPTURES ADULT STEELHEAD RETURNING TO THE GUADALUPE RIVER

In January and February 2026, Valley Water's automated fish counter and underwater camera detected adult steelhead migrating up the Guadalupe River, an encouraging sign for this federally threatened species. Staff shared a video of the migration, generating 9,880 views and 700 engagements. Community members expressed enthusiasm and shared additional sightings of migrating fish in local creeks.



Underwater image from Valley Water camera of adult steelhead.

continued on back

MEDIA, COMMUNICATIONS, AND SOCIAL MEDIA

Valley Water received 292 media mentions in March.

Staff responded to media inquiries on the following topics:

- Record low snowpack and its impact on our water supply
- Board of Directors meeting on March 10

Staff wrote and posted nine stories to Valley Water News on the following subjects:

- We want to hear from you: Get involved in the FY26-27 rate-setting process
- Calling young creators: Inspire water conservation in our Every Drop Counts video contest
- Statement From Valley Water Board Chair Tony Estremera regarding César Chávez Day
- Bring your dream yard to life: Join the Growing Natives Garden Tour this spring
- Valley Water wins outreach award for purified water education
- Valley Water's annual Capital Improvement Program: Projects to protect and enhance healthy ecosystems in Santa Clara County
- Video captures adult Steelhead returning to the Guadalupe River
- How Valley Water monitors and protects groundwater
- Central Valley Project announces initial allocation; statewide snowpack remains below average

Below are statistics for Facebook, X, valleywaternews.org, video, and eNews. Impressions are the number of times a post is displayed on social media feeds. Engagement is the number of times a user interacts with a post, such as retweeting, clicking, and more. With the launch of the new website, we migrated Valley Water News from WordPress to the main website. Moving forward, instead of blog views, we'll be tracking total users to these pages.

f
264,110 impressions
6,478 engagements
2,291 post link clicks

X
1,189 impressions
21 engagements

Valley Water News
2,745 total users

1,118,546 views
12 videos posted

139,920 impressions
12,686 engagements

March e-Newsletter
54% open rate
4% click through rate

INTERNAL COMMUNICATIONS

The team distributed 20 all-user emails covering a range of topics, including Benefits and Wellness reminders, the launch of the new redesigned Valley Water website, parking impact notices, security and heat advisories, town hall messages, the Office of Integrated Water Management's quarterly newsletter and an invitation for employees to submit photos of their pets for an upcoming Office of Communications video.

Staff posted 64 employee news items to Aqua, updated the Employee News monitors at water treatment plants, the Sacramento office, HQ and Admin cafeterias, and the Crest walkway and breakroom, and created and sent the twice-weekly News You Can Use each Tuesday and Thursday.

COMMUNITY OUTREACH

In addition to the Anderson Dam public meeting, staff focused on multiple projects that require outreach planning, as construction will begin later this year. Two of the larger projects include the Coyote Creek Flood Protection Project, Phase 2, and the Penitencia Water Treatment Plant Residuals Management Project.



Penitencia Water Treatment Plant Residuals Management Mailer

GRAPHICS SERVICES

For the month of March 2026, the graphic team resolved 86 cases. The Graphics and Design activities are:

- 24 internal supports
- 13 water conservation materials
- 12 digital graphics
- 11 mailers, event and outreach materials
- 8 volunteerism
- 6 Safe, Clean Water Low-Income Senior Parcel Tax Exemption
- 5 signages
- 3 budget reports
- 2 PowerPoints
- 2 publications created

© 2026 Santa Clara Valley Water District

Santa Clara Valley Water District

File No.: 25-0922

Agenda Date: 4/28/2026
Item No.: *13.1.

BOARD AGENDA MEMORANDUM

Government Code Section 84308 Applies: Yes ☐ No ☒
(If "YES" Complete Attachment A)

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

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

SUMMARY:
This item provides the Board an opportunity to review the Fiscal Year 2025 Board Policy Planning Calendar (FY26 Board Calendar) and identify appropriate items for Board Committee work plans for discussion and feedback to the Board.

The current FY26 Board Calendar containing the Board work plan items is attached for Board review.

ENVIRONMENTAL JUSTICE IMPACT:
The FY26 Board Calendar is not subject to environmental justice analysis.

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

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

ATTACHMENTS:
Attachment 1: FY26 Board Calendar

UNCLASSIFIED MANAGER:

Candice Kwok-Smith, 408-630-3139

Fiscal Year 2026 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2026 Board Work Plan			Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1.	Protect and maintain existing assets and infrastructure and advance new projects.														
2.	Improve internal capability to negotiate and acquire regulatory permits.														
3.	Educate and engage the community, elected officials and interested parties on our management of water resources in Santa Clara County.	Joint meeting with City of San Jose			S										
		Environmental Partners Meeting	Environmental Partners Working Group		C			C				C		~~C~~	
4.	Explore and pursue diversified, sustainable and cost-effective water storage opportunities.	Sites Reservoir	WSDM Committee		C		C				C/R		C/R		
		Sisk Dam Raise Reservoir	WSDM Committee									R	C		
		Groundwater Banking Opportunities	WSDM Committee							C				C	
5.	Secure existing water supplies and water supply infrastructure.	Water Supply Master Plan				R		R							
		Urban Water Management Plan	WSDM Committee						C					C	R
		Delta Conveyance Project	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 / 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
9.	Protect people and property from flooding in all regions of the County, by applying a comprehensive, integrated watershed management approach that balances environmental quality, environmental justice, sustainability, and cost.	Watershed Master Plans	Board Policy and Monitoring Committee											C	
		Stream Maintenance Program (SMP3) EIR											R		
10.	Plan and design projects with multiple benefits, including protecting ecosystem functions, enhancing habitat, and improving connectivity in all regions of the County.														

Board Meetings
R = Regular
S = Special
C = Committee
X = Closed

3-12-2026

Fiscal Year 2026 VALLEY WATER BOARD POLICY PLANNING CALENDAR

Fiscal Year 2026 Board Work Plan			Committee	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
11.	Protect creeks, bay, and other aquatic ecosystems from threats of pollution and degradation.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
12.	Complete and implement the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) agreement.	FAHCE Implementation Update	Stream Planning and Operations Committee					C			C			C	
		Project Site Visits	Stream Planning and Operations Committee											C	
13.	Protect waterways and facilities from encampment impacts while collaborating with community partners and supporting regional efforts to reduce homelessness.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
14.	Protect the safety of Valley Water staff, residential neighbors, and unsheltered individuals by working independently and in partnership with law enforcement agencies.	Review of WRPZ Ordinance Implementation	Environmental Creek Cleanup Committee							C					
15.	Address future impacts of extreme weather events to Valley Water's mission and operations.	Greenhouse Gas Reduction Plan	Board Policy and Monitoring Committee												R
16.	Maintain appropriate staffing levels and expertise, prioritize the safety of our staff, and build and sustain a collaborative working environment for all staff and partners while ensuring fair employment.														
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		

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