



Santa Clara Valley Water District Board of Directors Meeting

Headquarters Building Boardroom
5700 Almaden Expressway
San Jose, CA 95118

***AMENDED/APPENDED** **9:30 AM CLOSED SESSION AND** **1:00 PM REGULAR MEETING AGENDA**

Tuesday, June 11, 2019
9:30 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

Linda J. LeZotte, Chair, District 4
Nai Hsueh, Vice Chair, District 5
John L. Varela, District 1
Barbara Keegan, District 2
Richard P. Santos, District 3
Tony Estremera, District 6
Gary Kremen, 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 for public inspection at the Office of the Clerk of the Board at the Santa Clara Valley Water District Headquarters Building, 5700 Almaden Expressway, San Jose, CA 95118, 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 attend Board of Directors' meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 265-2600.

NORMA CAMACHO
Chief Executive Officer

MICHELE L. KING, CMC
Clerk of the Board
(408) 265-2600
Fax (408) 266-0271
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.

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**Santa Clara Valley Water District
Board of Directors**

***AMENDED/APPEDED
9:30 AM CLOSED SESSION AND
1:00 PM REGULAR MEETING AGENDA**

***ITEMS AMENDED AND/OR APPENDED SINCE THE ORIGINAL PUBLICATION OF THIS AGENDA
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Tuesday, June 11, 2019	9:30 AM	Headquarters Building Boardroom
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1. CALL TO ORDER:

1.1. Roll Call.

2. TIME CERTAIN:

9:30 AM

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
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Title: CEO, District Counsel and Clerk of the Board

[19-0548](#)

1:00 PM

- 2.2. District Counsel Report.
- 2.3. Pledge of Allegiance/National Anthem.
- 2.4. Orders of the Day.
*A. Approximate Discussion Time (Board); and
B. Adjustments to the Order of Agenda Items.*

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

Notice to the public: This item is reserved for persons desiring to address the Board on any matter not on this agenda. Members of the public who wish to address the Board on any item not listed on the agenda should complete a Speaker Card and present it to the Clerk of the Board. The Board Chair will call individuals to the podium in turn. Speakers comments should be limited to three minutes or as set by the Chair. The law does not permit Board action on, or extended discussion of, any item not on the agenda except under special circumstances. If Board action is requested, the matter may be placed on a future agenda. All comments that require a response will be referred to staff for a reply in writing. The Board may take action on any item of business appearing on the posted agenda.

2.6. United States Army Corps of Engineers' Presentation of Public Service Commendation Medal to Rechelle Blank, Capital Engineering Unit Manager of Santa Clara Valley Water District, for her Participation in the South San Francisco Bay Shoreline Project (Districts 3 and 7).

2.7. Recognition of the 2019 Employee Recognition Awardees.

[19-0462](#)

Recommendation: Receive information on 2019 Employee Recognition Awardees.

Manager: Anna Noriega, 408-630-3089

Attachments: [Attachment 1: PowerPoint](#)

Est. Staff Time: 10 Minutes

- 2.8. Public Hearing on the Engineer's Reports for the Vasona Pump Station Fence and Gates Replacement, Project No. 92764009, (Los Gatos, District 7); the Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement, Project No. 93764004, (San Jose, District 7); and the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements, Project No. 91214010, (Merced County).

[19-0499](#)

- Recommendation:
- A. Conduct Public Hearing on the Engineer's Reports for the Vasona Pump Station Fence and Gates Replacement; the Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement; and the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements (Projects);
 - B. Close the public hearing;
 - C. Adopt the Resolution APPROVING THE ENGINEER'S REPORTS FOR THE VASONA PUMPING STATION FENCE AND GATES REPLACEMENT; THE SANTA TERESA WATER TREATMENT PLANT AIR WASH PIPELINE REPLACEMENT; AND PACHECO PUMPING PLANT PRIORITY 1 FIRE ALARM AND SUPPRESSION SYSTEM IMPROVEMENTS PROJECTS; and
 - D. Approve the Projects.

Manager: Katherine Oven, 408-630-3126

Attachments: [Attachment 1: Resolution](#)
[Attachment 2: Engineer's Report - Vasona Pump Station](#)
[Attachment 3: Engineer's Report - STWTP Air Wash Pipeline](#)
[Attachment 4: Engineer's Report - Pacheco Pumping Plant](#)
[Attachment 5: Notice of Public Hearing](#)
[Attachment 6: Project Delivery Process Chart](#)
[Attachment 7: PowerPoint](#)

Est. Staff Time: 10 Minutes

3. CONSENT CALENDAR: (3.1 - 3.4) (Est. Time: 5 Minutes)

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

- 3.1. Resolution Recognizing June as Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Month. [19-0562](#)
Recommendation: Adopt the Resolution RECOGNIZING JUNE AS LGBT PRIDE MONTH.

Manager: Anna Noriega, 408-630-3089
Attachments: [Attachment 1: Resolution](#)
- 3.2. Agreement with Environmental Science Associates, Inc. to Prepare Stream Maintenance Guidelines for the Watersheds Maintenance Guidelines Update Project, Project No. 62042050. [19-0463](#)
Recommendation: Approve the agreement with Environmental Science Associates, Inc. (ESA) for consulting services to prepare stream maintenance guidelines for the Watersheds Maintenance Guidelines Update Project (Project), for a not-to-exceed fee of \$996,000.

Manager: Sue Tippetts, 408-630-2253
Attachments: [Attachment 1: Agreement](#)
- 3.3. Board of Directors' Quarterly Expense Report for the Quarter Ending March 31, 2019. [19-0532](#)
Recommendation: A. Review the Board of Directors' Quarterly Expense Report for the Quarter Ending March 31, 2019; and
B. Approve the report, if the reimbursements comply with Board Policy.

Manager: Darin Taylor, 408-630-3068
Attachments: [Attachment 1: Quarterly Expense Reports](#)
- *3.4. CEO Bulletins for the Weeks of May 24 through 30, and May 31 through June 6, 2019. [19-0572](#)
Recommendation: Accept the CEO Bulletins.

Manager: Norma Camacho, 408-630-2084
Attachments: [Attachment 1: 053019 CEO Bulletin](#)
[*Attachment 2: 060619 CEO Bulletin](#)

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

***4.1. BOARD COMMITTEE REPORTS:**

[19-0598](#)

Standing Reports:

- A. Delta Conveyance Design and Construction Authority Update.
- B. Delta Conveyance Finance Authority Update.

Board Committees (Summary or Meeting Agenda):

- C. Board Audit Committee
- D. *Board Policy and Planning Committee Summary
- E. *Capital Improvement Program Committee Agenda
- F. Coyote Flood Risk Reduction Ad Hoc Committee
- G. Diversity and Inclusion Ad Hoc Committee
- H. FAHCE Ad Hoc Committee
- I. Homeless Encampment Ad Hoc Committee
- J. Recycled Water Committee
- K. Water Conservation and Demand Management Committee
- L. Water Storage Exploratory Committee

Board Advisory Committees (Summary or Meeting Agenda):

- M. Agricultural Water Advisory Committee
- N. Environmental and Water Resources Committee
- O. Santa Clara Valley Water Commission
- P. *Santa Clara Valley Water District Youth Commission Summary

Board Joint Committees (Summary or Meeting Agenda):

- Q. Joint Recycled Water Advisory Committee with the City of Sunnyvale
- R. Joint Recycled Water Policy Advisory Committee with the Cities of San Jose/Santa Clara and TPAC
- S. *Joint Water Resources Committee (City of Gilroy, City of Morgan Hill, and Valley Water) Summary
- T. San Felipe Division Reach One

Attachments:

[*Handout D: BPPC Summary](#)

[*Handout E: CIP Committee Agenda](#)

[*Handout P: Youth Commission Summary](#)

[*Handout S: Joint WRC Summary](#)

5. WATER UTILITY ENTERPRISE:

- 5.1. Groundwater Conditions and Recharge Operations (Responding to Board Member Request R-19-0005). [19-0504](#)

Recommendation: Receive an update on groundwater conditions and planned recharge pond operations including the Dr. Robert Gross recharge ponds on Upper Penitencia Creek.

Manager: Kurt Arends, (408) 630-2284

Attachments: [Attachment 1: Map](#)
[Attachment 2: PowerPoint](#)
[Attachment 3: Schematic Diagram](#)

Est. Staff Time: 5 Minutes

- 5.2. Amendment No. 1 to Consultant Agreement No. A4120A with Brown & Caldwell, Inc. for additional services and benefits to the Countywide Water Reuse Master Plan in the Recycled and Purified Water Program, Project No. 91101004. [19-0270](#)

Recommendation: Authorize the Chief Executive Officer (CEO) to negotiate and execute Amendment No. 1 to Consultant Agreement No. A4120A, with Brown & Caldwell, Inc. to provide up to \$1,069,700 for additional resources and engineering support on the Countywide Water Reuse Master Plan for the Recycled and Purified Water Program, which will result in a revised total Agreement not-to-exceed amount of \$3,050,700 and an extension of the Agreement term by one year.

Manager: Gerald De La Piedra, 408-630-2257

Attachments: [Attachment 1: PowerPoint](#)
[Attachment 2: CWRMP Timeline](#)
[Attachment 3: CWRMP Fees](#)

Est. Staff Time: 10 Minutes

- 5.3. Amendment No. 2 to Consultant Agreement No. A4034Ga, with GHD, Inc. [19-0544](#)
for the Reverse Osmosis Concentrate Management Plan for the Recycled
and Purified Water Program, Project No. 91101004.

Recommendation: Authorize the Chief Executive Officer (CEO) to negotiate and
execute a second amendment to the Consultant Agreement with
GHD Inc. for the Reverse Osmosis Concentrate Management
Plan-Agreement No. A4034Ga (Agreement) to provide up to
\$125,000 for Additional Reverse Osmosis Concentrate
Management Evaluation for the Recycled and Purified Water
Program, which will result in a revised not-to-exceed amount of
\$2,433,524 for the total amount of the Agreement and a time
extension of six (6) months.

Manager: Garth Hall, 408-630-2750

Est. Staff Time: 10 Minutes

- *5.4. Report of Bids Received and Award of Construction Contract to Bosco [19-0359](#)
Constructors, Inc., in the sum of \$2,685,250, for Construction of the San
Tomas Aquino Creek Erosion Repair, from United States Geological
Survey Gage near Williams Road to Virginia Avenue, and Barron Creek
Concrete Repair at Bryant Street Project, Project No. 62084001, Task No.
5192 and 5204, Contract No. C0647, (Palo Alto, Campbell, San Jose)
(Districts 2, 4, 7).

Recommendation: A. Ratify Addendum No.1 to the Contract Documents for the
San Tomas Aquino Creek Erosion Repair, from United
States Geological Survey Gage near Williams Road to
Virginia Avenue, and Barron Creek Concrete Repair at
Bryant Street Project;
B. Waive a minor irregularity in Bosco Constructors, Inc.'s
bid;
C. Award the Construction Contract to Bosco Constructors,
Inc., in the sum of \$2,685,250; and
D. Approve a contingency sum of \$268,525 and authorize
the Chief Executive Officer (CEO) or designee to
approve individual change orders up to the designated
amount.

Manager: Ngoc Nguyen, 408-630-2632

Attachments: [Attachment 1: Map](#)
[Attachment 2: Addendum No. 1](#)
[Attachment 3: Project Delivery Process Chart](#)

Est. Staff Time: 10 Minutes

6. WATERSHEDS:

- *6.1. Policy Framework and Outreach Plan for Use of Santa Clara Valley Water District Property for Trails. [19-0583](#)

Recommendation: Review and provide input on the proposed trails policy framework and direct staff to proceed with the proposed public outreach plan.

Manager: Lisa Bankosh, 408-630-2618

Attachments: [Attachment 1: PowerPoint](#)
[Attachment 2: June 2018 Trails Summit Attendees and Summary](#)
[Attachment 3: DRAFT Regnart comments 042019](#)
[*Handout 6.1-A, K. Irvin](#)

Est. Staff Time: 15 Minutes

- 6.2. Amendment No. 1 to Agreement No. A4088A with Ghirardelli Associates, Inc., to Increase the Not-to-Exceed Fee and Extend the Term of Agreement for Construction Management Services for the Watersheds Asset Rehabilitation Program, Project No. 62084001. [19-0400](#)

Recommendation: Approve Amendment No. 1 to Agreement No. A4088A with Ghirardelli Associates, Inc., for Construction Management Services for the Watersheds Asset Rehabilitation Program to:

- i. Increase the compensation limit by \$150,000, resulting in a revised total not-to-exceed amount of \$1,376,227; and
- ii. Extend the term of Agreement No. A4088A to December 31, 2020.

Manager: Ngoc Nguyen, 408-630-2632

Attachments: [Attachment 1: Agreement](#)

Est. Staff Time: 10 Minutes

7. EXTERNAL AFFAIRS:

- 7.1. Recommendations on Federal Legislation: H.R. 2473 (Harder) - Securing Access for the Central Valley and Enhancing (SAVE) Water Resources Act; and Other Legislation That May Require Urgent Consideration for a Position by the Board. [19-0567](#)

Recommendation: Adopt a position of "Support and Amend" on H.R. 2473 (Harder) - Securing Access for the Central Valley and Enhancing (SAVE) Water Resources Act.

Manager: Rachael Gibson, 408-630-2884

Est. Staff Time: 5 Minutes

8. CHIEF EXECUTIVE OFFICER:

8.1. Resolution Establishing Appropriations Limit for Fiscal Year 2019-20.

[19-0531](#)

- Recommendation:
- A. Select the cost-of-living factor to establish the Santa Clara Valley Water District's Appropriations Limit; and
 - B. Adopt the Resolution ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2019-20.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: Resolution](#)

Est. Staff Time: 5 Minutes

8.2. CEO and Chiefs' Report.

9. ADMINISTRATION:

10. DISTRICT COUNSEL:

11. ADJOURN:

11.1. Board Member Reports/Announcements.

11.2. Proposed Future Board Member Agenda Items.

11.3. Clerk Review and Clarification of Board Requests.

11.4. Adjourn to Regular Meeting at 6:00 p.m., on June 25, 2019, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California.

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Santa Clara Valley Water District

File No.: 19-0548

Agenda Date: 6/11/2019
Item No.: 2.1.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:
CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Title: CEO, District Counsel and Clerk of the Board

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Santa Clara Valley Water District

File No.: 19-0462

Agenda Date: 6/11/2019

Item No.: 2.7.

BOARD AGENDA MEMORANDUM

SUBJECT:

Recognition of the 2019 Employee Recognition Awardees.

RECOMMENDATION:

Receive information on 2019 Employee Recognition Awardees.

SUMMARY:

Each year a committee of 12 district staff volunteers organize and hosts the annual Employee Recognition Program. The program ties district values to award categories. Through a rigorous blind review process, nominated employees who best exemplify each category are selected and recognized at an all employee event held in the summer.

This year, approximately 350 staff, management, and leadership team members attended the Employee Recognition Program to honor their colleagues. The event was held in the Water Quality Lab parking lot on May 16, 2019. The Employee Recognition Committee chose 24 winners out of 214 nominations in the categories of Teamwork, Service Excellence, Accountability, Integrity, Continual Improvement, and Excellence in Management and Supervision.

The winners of the 2019 Employee Recognition Program are listed below:

TEAMWORK

- **Allen Masic**, Associate Engineer - Civil from the Construction Services Unit
- **Stephen Huang**, Associate Engineer - Civil from the Design and Construction Unit
- **Shawn Lockwood**, Associate Biologist - Environmental Mitigation Unit
- **Elisabeth Wilkinson**, Water Resources Tech I - Environmental Planning Unit

ACCOUNTABILITY & INTEGRITY

- **Kristen Ysukawa**, Public Info Rep III - Office of Civic Engagement
- **Scott Condon**, Sr Inventory Control Tech - Warehouse Services
- **Douglas Titus**, Sr Water Res Spec - Environmental Mitigation and Monitoring Unit
- **Jerry Sparkman**, Supervising Water Res Tech - Raw Water Field Ops & Pipeline Maint Unit

CONTINUAL IMPROVEMENT

- **Amy Lazzini**, Microbiologist III - Laboratory Services Unit
- **Natalie Vye**, Program Administrator - Benefits and Wellness Program
- **Xiaoyong Zhan**, Assistant Engineer II - Civil - Groundwater Management Unit
- **Rebecca Wolff**, Vegetation Program Spec I - Vegetation Field Operations Unit

EXCELLENCE IN MANAGEMENT AND SUPERVISION

- **Erin Baker**, Asset Management Manager - District-wide Asset Management Unit
- **Alexander Gordon**, Emergency and Security Manager - Emergency Services & Security
- **Kristopher Filice**, Recycled Water Facility Supv - North Water Treatment Operations Unit
- **Lydia Rossiter**, Program Administrator - Capital Program Planning & Analysis Unit

MENTORSHIP

- **Jeff Ham**, Program Administrator - Business Planning & Analysis Unit
- **Clayton Leal**, Sr. Biologist - Environmental Mitigation and Monitoring Unit
- **Tae Pak**, Sr. Chemist - Laboratory Services Unit
- **Tina Yoke**, Chief Operating Officer - Information Technology & Administrative Services

SERVICE EXCELLENCE

- **Kurt Hassy**, Information Systems Analyst II - Software Services Unit

- **Alexander Torres**, Assistant Water Plant Operator II - South Water Treatment Ops Unit
- **Lisa Stine**, Sr. Office Specialist - Raw Water Operations Unit
- **Susana Rodriquez-Hernandez**, Administrative Assistant - Office of Government Relations

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:

Anna Noriega, 408-630-3089

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MAY
16
2019

8:30AM
• TO •
10:30AM





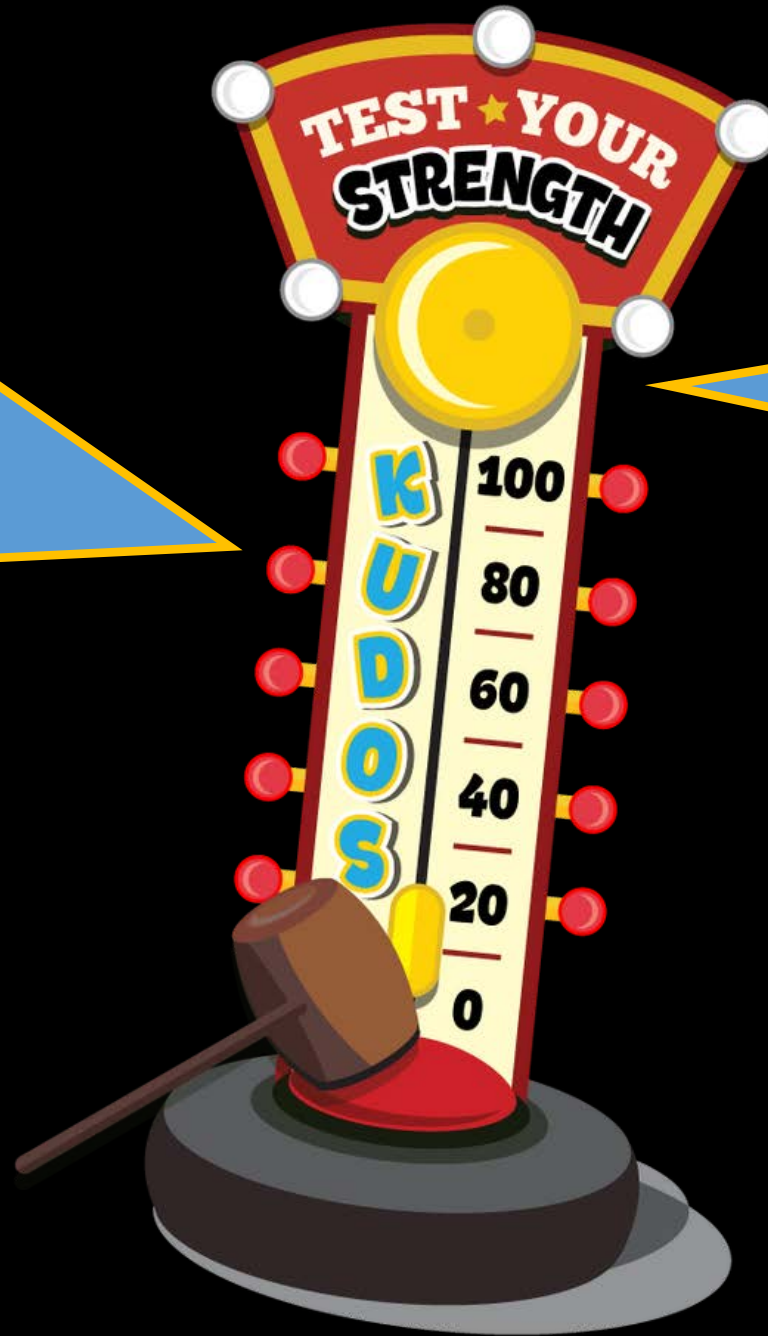
WQL
PARKING
• LOT •

FOOD
ENTERTAINMENT
AWARDS


EMPLOYEE RECOGNITION AWARDS CEREMONY



Valley Water



2019 GOAL

Nominations: **159**

Nominators: **106**

Attendees: **340**

2019 ACHIEVED

Nominations: **214**

Nominators: **115**

Attendees: **350**

NOMINATE YOUR FELLOW COLLEAGUES IN ONE OF THE 6 AMAZING CATEGORIES!

Service Excellence

- Takes pride in their work
- Provides excellent service, and never disappoints!
- Exceeds customer expectations

Teamwork

- Builds extraordinary bridges and promotes cross-functional collaboration
- Supports their team
- Communicates effectively

Excellence in Management & Supervision

- Models the District's values and makes it look so easy!
- Supports and empowers staff
- Self-aware and empathetic

Integrity & Accountability

- Crowd pleaser – earns the public's trust
- Is fair, honest, and respectful
- Recognizes others' talents and contributions
- Always follows through and keeps their word
- Owns up to their mistakes

Mentorship

- Shares a wealth of knowledge magnificently!
- Viewed as an experienced and trusted advisor
- Provides career guidance, role modeling and open communication
- Supports growth and provides feedback

Continual Improvement & Innovation

- Proactive in presenting new concepts and solutions that put you in awe!
- Constantly looks for opportunity to make things better
- Open to learning new approaches and tools
- Open to receiving and providing constructive feedback



Alen Masic

WATER UTILITY

Construction Services,
Associate Engineer - Civil

Teamwork

- ❖ Builds extraordinary bridges
- ❖ Promotes cross-functional collaboration
 - ❖ Supports their team
 - ❖ Communicates effectively





Stephen Huang

WATERSHEDS

Design and Construction,
Associate Engineer - Civil

Teamwork

- ❖ Builds extraordinary bridges
- ❖ Promotes cross-functional collaboration
 - ❖ Supports their team
 - ❖ Communicates effectively





Shawn Lockwood

WATERSHEDS

Environmental Mitigation and Monitoring,
Associate Biologist

Teamwork

- ❖ Builds extraordinary bridges
- ❖ Promotes cross-functional collaboration
 - ❖ Supports their team
 - ❖ Communicates effectively





Elisabeth Wilkinson

WATERSHEDS

Environmental Planning,
Water Resources Technician I

Teamwork

- ❖ Builds extraordinary bridges
- ❖ Promotes cross-functional collaboration
 - ❖ Supports their team
 - ❖ Communicates effectively





Amy Lazzini

WATER UTILITY
Laboratory Services,
Microbiologist III

Continual Improvement

- ❖ Proactively presents new concepts and solutions that puts you in awe!
 - ❖ Constantly looks for opportunity to make things better
 - ❖ Open to learning new approaches and tools
 - ❖ Open to receiving and providing constructive feedback





Natalie Vye

Human Resources & Office of Corporate Governance
Program Administrator

Continual Improvement

- ❖ Proactively presents new concepts and solutions that puts you in awe!
 - ❖ Constantly looks for opportunity to make things better
 - ❖ Open to learning new approaches and tools
 - ❖ Open to receiving and providing constructive feedback





Xiaoyong Zhan

WATER UTILITY

Groundwater Management,
Assistant Engineer II - Civil

Continual Improvement

- ❖ Proactively presents new concepts and solutions that puts you in awe!
 - ❖ Constantly looks for opportunity to make things better
 - ❖ Open to learning new approaches and tools
 - ❖ Open to receiving and providing constructive feedback





Rebecca Wolff

WATERSHEDS

Vegetation Field Operations,
Vegetation Program Specialist I

Continual Improvement

- ❖ Proactively presents new concepts and solutions that puts you in awe!
 - ❖ Constantly looks for opportunity to make things better
 - ❖ Open to learning new approaches and tools
 - ❖ Open to receiving and providing constructive feedback





Kristen Yasukawa

EXTERNAL AFFAIRS

Office of Civic Engagement,
Public Information Representative III

Accountability & Integrity

- ❖ Crowd pleaser – earns the public's trust!
 - ❖ Is fair, honest, and respectful
- ❖ Recognizes others talents and contributions
- ❖ Always follows through and keeps their word
 - ❖ Owns up to their mistakes





Scott Condon

ADMINISTRATION

Warehouse Services,
Senior Inventory Control Technician

Accountability & Integrity

- ❖ Crowd pleaser – earns the public's trust!
 - ❖ Is fair, honest, and respectful
- ❖ Recognizes others talents and contributions
- ❖ Always follows through and keeps their word
 - ❖ Owns up to their mistakes





Douglas Titus

WATERSHEDS

Environmental Mitigation and Monitoring,
Senior Water Resource Specialist

Accountability & Integrity

- ❖ Crowd pleaser – earns the public's trust!
 - ❖ Is fair, honest, and respectful
- ❖ Recognizes others talents and contributions
- ❖ Always follows through and keeps their word
 - ❖ Owns up to their mistakes





Jerry Sparkman

WATER UTILITY

Raw Water Field Operations & Pipeline Maintenance,
Supervising Water Resource Technician

Accountability & Integrity

- ❖ Crowd pleaser – earns the public's trust!
 - ❖ Is fair, honest, and respectful
- ❖ Recognizes others talents and contributions
- ❖ Always follows through and keeps their word
 - ❖ Owns up to their mistakes





Jeff Ham

WATERSHEDS

Business Planning & Analysis,
Program Administrator

Mentorship

- ❖ Shares a wealth of knowledge magnificently!
- ❖ Viewed as an experienced and trusted advisor
- ❖ Provides career guidance and role modeling
 - ❖ Provides open communications
- ❖ Supports growth and provides feedback





Clayton Leal

WATERSHEDS

Environmental Mitigation and Monitoring,
Senior Biologist

Mentorship

- ❖ Shares a wealth of knowledge magnificently!
- ❖ Viewed as an experienced and trusted advisor
- ❖ Provides career guidance and role modeling
 - ❖ Provides open communications
- ❖ Supports growth and provides feedback





Tae Pak

WATER UTILITY

Laboratory Services,
Senior Chemist

Mentorship

- ❖ Shares a wealth of knowledge magnificently!
- ❖ Viewed as an experienced and trusted advisor
- ❖ Provides career guidance and role modeling
 - ❖ Provides open communications
- ❖ Supports growth and provides feedback





Tina Yoke

ADMINISTRATION

Chief Operating Officer

Mentorship

- ❖ Shares a wealth of knowledge magnificently!
- ❖ Viewed as an experienced and trusted advisor
- ❖ Provides career guidance and role modeling
 - ❖ Provides open communications
- ❖ Supports growth and provides feedback





Erin Baker

WATER UTILITY

District-wide Asset Management,
Asset Management Manager

Excellence in Management & Supervision

- ❖ Models the District's values and make it look so easy!
 - ❖ Supports and empowers staff
 - ❖ Self – aware and empathetic





Alexander Gordon

ADMINISTRATION

Emergency and Security,
Emergency and Security Manager

Excellence in Management & Supervision

- ❖ Models the District's values and make it look so easy!
 - ❖ Supports and empowers staff
 - ❖ Self – aware and empathetic





Kristopher Filice

WATER UTILITY

North Water Treatment Operations,
Recycled Water Facility Supervisor

Excellence in Management & Supervision

- ❖ Models the District's values and make it look so easy!
 - ❖ Supports and empowers staff
 - ❖ Self – aware and empathetic





Lydia Rossiter

WATER UTILITY

Capital Program Planning & Analysis,
Program Administrator

Excellence in Management & Supervision

- ❖ Models the District's values and make it look so easy!
 - ❖ Supports and empowers staff
 - ❖ Self – aware and empathetic





Kurt Hassy

ADMINISTRATION
Software Services,
Information Systems Analyst II

Service Excellence

- ❖ Provides excellent service, and never disappoints!
 - ❖ Takes pride in their work
 - ❖ Exceeds customer expectations





Alexander Torres

WATER UTILITY

South Water Treatment Operations,
Assistant Water Plant Operator II

Service Excellence

- ❖ Provides excellent service, and never disappoints!
 - ❖ Takes pride in their work
 - ❖ Exceeds customer expectations





Lisa Stine

Water Utility

Raw Water Operations,
Senior Office Specialist

Service Excellence

- ❖ Provides excellent service, and never disappoints!
 - ❖ Takes pride in their work
 - ❖ Exceeds customer expectations





Susana Rodriguez

EXTERNAL AFFAIRS
Office of Government Relations,
Administrative Assistant

Service Excellence

- ❖ Provides excellent service, and never disappoints!
 - ❖ Takes pride in their work
 - ❖ Exceeds customer expectations



2019 ERC

BACK ROW

Lizzie Mercado
Emily Scanlan
Shelly Carey
Lysee Moyaert
Eric Leitterman
Jomel Bautista
Valerie Onuoha
Dustin Sunderman

FRONT ROW

Heather Malanog
Cindy Owens
Mary McAllister
Dolores Grissom
Stephanie Logan



Thank you for being awesome!



Santa Clara Valley Water District

File No.: 19-0499

Agenda Date: 6/11/2019

Item No.: 2.8.

BOARD AGENDA MEMORANDUM

SUBJECT:

Public Hearing on the Engineer's Reports for the Vasona Pump Station Fence and Gates Replacement, Project No. 92764009, (Los Gatos, District 7); the Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement, Project No. 93764004, (San Jose, District 7); and the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements, Project No. 91214010, (Merced County).

RECOMMENDATION:

- A. Conduct Public Hearing on the Engineer's Reports for the Vasona Pump Station Fence and Gates Replacement; the Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement; and the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements (Projects);
- B. Close the public hearing;
- C. Adopt the Resolution APPROVING THE ENGINEER'S REPORTS FOR THE VASONA PUMPING STATION FENCE AND GATES REPLACEMENT; THE SANTA TERESA WATER TREATMENT PLANT AIR WASH PIPELINE REPLACEMENT; AND PACHECO PUMPING PLANT PRIORITY 1 FIRE ALARM AND SUPPRESSION SYSTEM IMPROVEMENTS PROJECTS; and
- D. Approve the Projects.

SUMMARY:

On May 28, 2019, the Board set the time and date for a public hearing on the Engineer's Reports for the subject Projects. Staff is recommending that the Board hold this public hearing and consider adoption of the Resolution (Attachment 1) to approve the Engineer's Reports and to approve the Projects. The Project summaries are presented below.

Vasona Pump Station Fence and Gate Replacement

The objective of the Vasona Pump Station Fence and Gates Replacement Project is to enhance the physical security of the facility. The Project scope includes replacement of 1,600 linear feet (LF) of existing 6-foot high fencing with 8-foot high mini-mesh chain-link fence; installing 500 LF of new fencing along other segments of the District's property line; replacing one existing and installing two new 6-foot wide pedestrian gates; replacing three existing and installing one new 25-foot long and one 10-foot long manual vehicular gate; and installing one new automatic vehicular security gate. The total Project cost is estimated to be \$620,000.

Santa Teresa Water Treatment Plant (STWTP) Air Wash Pipeline Replacement

The objective of the STWTP Air Wash Pipeline Replacement Project is to extend the useful life and increase the plant's reliability. The Project scope includes removal and replacement of 1,550 LF of above-ground, 12-inch mortar-lined steel pipe, and relining of 671 LF of underground, 12-inch mortar-coated steel pipe at the east and west filter basins and galleries. Staging of this work will be coordinated between the east and west sides of plant. The estimated total cost of this Project is \$960,000.

Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements

The objective of the Project is to reduce the risk of a pumping plant shutdown due to fire damages. The Project will install a clean-agent fire suppression system to work in conjunction with the existing water-based system. Major Project features include the installation of a Very Early Smoke Detection Apparatus (VESDA) smoke detection system; replacement of the existing underfloor smoke detectors; installation or replacement of manual pull stations and heat detectors; installation of a new fire department standpipe connection; and retrofitting the fire hose nozzles. The estimated total cost of this Project is \$1.9 million.

Engineer's Report

Section 12 of the District Act requires the Board to conduct a public hearing to hear testimony on a project when: 1) the project is new construction and 2) the project is funded by a single or joint zone of benefit. As the above-described Projects meet both conditions, staff has prepared an Engineer's Report for each Project (Attachments 2, 3, and 4) for the purpose of public disclosure. The Notice of Public Hearing for these Engineer's Reports (Attachment 5) was published in accordance with the District Act, and has been made available at the District Headquarters Building (5700 Almaden Expressway, San Jose, California) and on the District's website at: <http://valleywater.org/PublicReviewDocuments.aspx>

Next Steps:

If the Board approves the Projects, the upcoming milestones are:

- A. Board Adoption of plans and specifications and authorization for construction bidding for all 3 Projects: July 2019
- B. Board award of construction contracts for all 3 Projects: September 2019
- C. Construction initiation for all 3 Projects: October 2019
- D. Construction completion: Vasona Pump Station Fence and Gates Replacement-March 2020; STWTP Air Wash Pipeline Replacement-April 2020; Pacheco Pumping Plant Fire System Improvements-May 2020.

Attachment 6 (Project Delivery Process Schematic) highlights the current Project phase and the staff recommendations currently before the Board.

FINANCIAL IMPACT:

The estimated cost to plan, design, and construct each of the above-described small capital projects

will be funded by the Water Enterprise Fund as detailed below:

1. \$620,000 for the Vasona Pump Station Fence and Gates Replacement Project with 100% of the costs allocated to Zone W-2 (North County);
2. \$960,000 for the STWTP Air Wash Pipeline Replacement with 100% of the costs allocated to Zone W-2 (North County); and
3. \$1.9 million for the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements with 79.2% of the costs allocated to Zone W-2 and 20.8% of the costs allocated to Zone W-5 (South County).

There are adequate funds in the Board-approved FY20 Budget to fund the construction of all three Projects.

CEQA:

The proposed Projects qualify for Categorical Exemptions under CEQA Guidelines Section 15301; Existing Facilities [Class 1 - operation, repair, maintenance, minor alteration of existing structures and facilities]. Notices of Exemption have been prepared and filed with the County of Santa Clara Office of the Clerk/Recorder.

ATTACHMENTS:

- Attachment 1: Resolution
- Attachment 2: Engineer's Report - Vasona Pump Station
- Attachment 3: Engineer's Report - STWTP Air Wash Pipeline Replacement
- Attachment 4: Engineer's Report - Pacheco Pumping Plant
- Attachment 5: Notice of Public Hearing
- Attachment 6: Project Delivery Process Chart
- Attachment 7: PowerPoint

UNCLASSIFIED MANAGER:

Katherine Oven, 408-630-3126

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**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 19-

**APPROVING THE ENGINEER'S REPORT FOR THE VASONA PUMPING STATION FENCE
AND GATES REPLACEMENT, THE SANTA TERESA WATER TREATMENT PLANT AIR
WASH PIPELINE REPLACEMENT, AND PACHECO PUMPING PLANT PRIORITY 1 FIRE
ALARM AND SUPPRESSION SYSTEM IMPROVEMENTS PROJECTS**

WHEREAS, the Santa Clara Valley Water District (Valley Water) has been duly and regularly established and exists pursuant to the provisions of the Santa Clara Valley Water District Act (District Act); and

WHEREAS, the Vasona Pumping Station Fence and Gates Replacement, the Santa Teresa Water Treatment Plant (STWTP) Air Wash Pipeline Replacement, and the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements (proposed Projects) are included in the Board-approved fiscal years 2019–2023 Capital Improvement Program; and

WHEREAS, on the 28th day of May 2019, the Engineer's Reports for the proposed Projects prepared by the District's Engineer, titled "Vasona Pumping Station Fence and Gates Replacement, Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement, and Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements," and dated April 2019, were made available to the Board of Directors; and

WHEREAS, on the 28th day of May 2019, this Board of Directors set a time and place for a public hearing on the Engineer's Reports to take place on the 11th day of June 2019, at 1:00 p.m., at the Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, California; and

WHEREAS, notice of the time and place of said public hearing was duly given and published pursuant to law; and

WHEREAS, on the 11th day of June 2019, the Santa Clara Valley Water District's Engineer presented the Engineer's Reports dated April 2019 to the Board of Directors containing:

1. A general description of the proposed Projects; and
2. A general description of and maps showing the location of the proposed Projects and lands, rights of way, and easements required therefor; and
3. An estimate of the cost of the proposed Projects and means of financing these costs.

WHEREAS, on said 11th day of June 2019, at the time and place as set by the Board of Directors, a public hearing was duly held.

NOW, THEREFORE, be it resolved by the Board of Directors of the Santa Clara Valley Water District:

SECTION 1

That all comments including all written and oral objections to the proposed Projects have been heard and considered; and

SECTION 2

That this Board hereby approves said Engineer's Reports for a work of improvement for the Vasona Pumping Station Fence and Gates Replacement, Project No. 92764009; the Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement, Project No. 93764004; and the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements, Project No. 91214010; and

SECTION 3

That the Engineer of this District has estimated the current cost of each Projects is:

1. \$620,000 for the Vasona Pump Station Fence and Gates Replacement, and that this Board hereby determines that Project is for the benefit of North County (W-2) Zone and further determines that the cost thereof shall be borne by Zone W-2;
2. \$960,000 for the STWTP Air Wash Pipeline Replacement, and that this Board hereby determines that Project is for the benefit of North County (W-2) Zone and further determines that the cost thereof shall be borne by Zone W-2; and
3. \$1.9 million for the Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements, and that this Board hereby determines that Project is for the benefit of North County (W-2) Zone and South County (W-5) and further determines that 79.2 percent of the cost thereof shall be borne by Zone W-2 and 20.8 percent of the cost thereof shall be borne by Zone W-5.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on June 11, 2019:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

LINDA J. LEZOTTE
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors

Vasona Pumping Station Fence and Gates Replacement Project No. 92764009

Engineer's Report



April 2019

Water Utility Capital Division



Attachment 2
Page 1 of 6

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VASONA PUMPING STATION FENCE AND GATES REPLACEMENT

PROJECT NO. 92764009

ENGINEER'S REPORT

Prepared By:

Marisela Garcia, Assistant Engineer II

Under the Direction of:

Emmanuel Aryee, P.E.
Engineering Unit Manager

Katherine Oven, P.E.
Deputy Operating Officer

Nina Hawk
Chief Operating Officer

Norma Camacho
Chief Executive Officer

The Engineer's Report has been prepared under the direct supervision of the undersigned, who hereby certifies that he is a Registered Civil Engineer in the State of California



April 2019

DISTRICT BOARD OF DIRECTORS

John L. Varela	District 1	Nai Hsueh, Vice Chair	District 5
Barbara Keegan	District 2	Tony Estremera	District 6
Richard Santos	District 3	Gary Kremen	District 7
Linda J. LeZotte, Chair	District 4		

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**Vasona Pumping Station
Fence and Gate Replacement Project
Project No. 92764009
Engineer's Report
April 2019**

1. PROJECT DESCRIPTION

Santa Clara Valley Water District (District) owns and maintains a raw water pumping plant in Los Gatos, referred, to as the Vasona Pumping Station, which is adjacent to the Vasona Reservoir. The pump station is located at the terminus of the Central and Almaden Valley Pipelines and the start of the Rinconada Force Main. The project will provide increased security for the pump station, valve yard, meter shop, and the employees working onsite.

This Project will replace 1,600 linear feet (LF) of existing 6-foot high fencing with 8-foot high mini-mesh chain-link fence; install 500 LF of new fencing along other segments of the District's property line; replace one existing and install two new 6-foot wide pedestrian gates; replace three existing and install one new 25-foot long and one 10-foot long manual vehicular gates; and install one new automatic vehicular security gate.

2. ZONE BENEFITS

The proposed Project work will benefit the customers of Zone W-2 (North County). The additional security will ensure the District continues to deliver water to the west side of Santa Clara County.

3. PROJECT RIGHT OF WAY

The proposed Project would be constructed on District property.

4. MAPS AND FIGURES

Figure 1 - Project Location Map

5. PROJECT COSTS

The estimated cost to design and construct the proposed Project is \$620,000 (in 2019 dollars). The proposed Project would be funded by the Water Enterprise Fund.

6. PROJECT SCHEDULE

- Advertise for construction bids: July 2019
- Award construction contract: September 2019
- Complete construction: March 2020

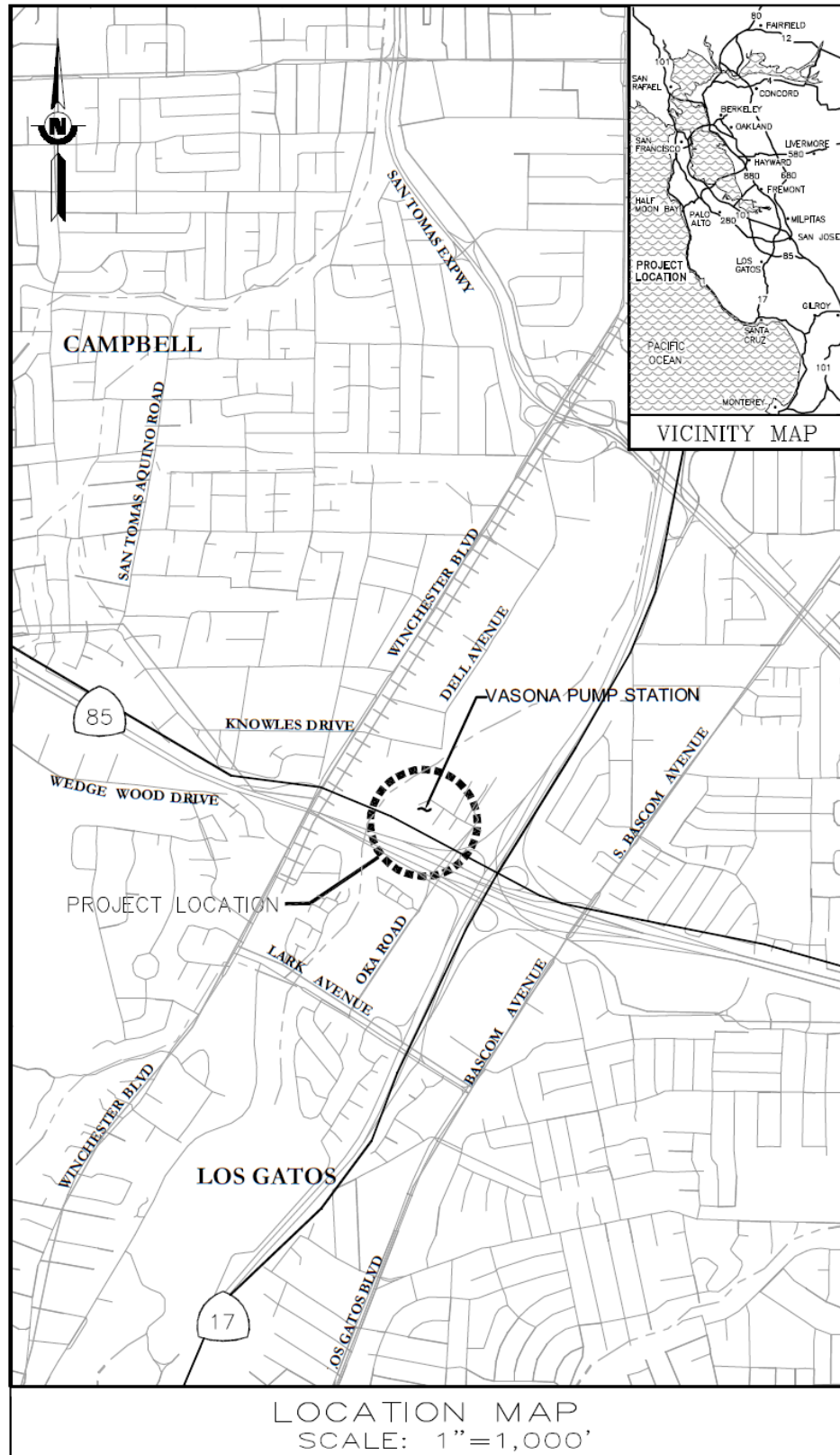


Figure 1 - Project Location Map

Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement Project Project No. 93764004

Engineer's Report



April 2019

Water Utility Capital Division



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SANTA TERESA WATER TREATMENT PLANT AIR WASH PIPELINE REPLACEMENT PROJECT

PROJECT NO. 93764004

ENGINEER'S REPORT

Prepared By:

Amandeep Saini, P.E., PMP Associate Engineer

Under the Direction of:

Emmanuel Aryee, P.E.
Engineering Unit Manager

Katherine Oven, P.E.
Deputy Operating Officer

Nina Hawk
Chief Operating Officer

Norma Camacho
Chief Executive Officer

The Engineer's Report has been prepared under the direct supervision of the undersigned, who hereby certifies that he is a Registered Civil Engineer in the State of California



April 2019

DISTRICT BOARD OF DIRECTORS

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Barbara Keegan	District 2	Tony Estremera	District 6
Richard Santos,	District 3	Gary Kremen	District 7
Linda J. LeZotte, Chair	District 4		

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**Santa Teresa Water Treatment Plant
Air Wash Pipeline Replacement Project
Project No. 93764004
Engineer's Report
April 2019**

1. PROJECT DESCRIPTION

The proposed Project is located at the District's Santa Teresa Water Treatment Plant (STWTP) in San Jose (see Figures 1 for project location). The STWTP was built and placed in service in the late 1980's. An inspection of the air wash pipeline suggested its replacement. The objective of this Project is to extend the useful life and increase the reliability of the STWTP. The proposed Project, once completed, will ensure that the treatment plant can continue to efficiently and reliably provide potable water to water retailers, businesses, and residents within the District's service areas.

The Project will remove and replace 1,550 linear feet of above-ground, 12-inch mortar-lined steel pipe, and will reline 671 linear feet of underground, 12-inch mortar-coated steel pipe at the east and west filter basins and galleries. Staging of this work will be coordinated between the east and west sides of the plant. The plant will be on reduced capacity for the duration of the project construction.

2. ZONE BENEFITS

The proposed Project work will benefit the customers of Zone W-2 (North County).

3. PROJECT RIGHT OF WAY

The proposed Project would be constructed on District property.

4. MAPS AND FIGURES

Figure 1 - Project Location Map

5. PROJECT COSTS

The estimated cost for design and construction of the proposed Project is \$960,000 (in 2019 dollars). The proposed Project would be funded by the Water Enterprise Fund.

6. PROJECT SCHEDULE

- Advertise for construction bids: July 2019
- Award construction contract: September 2019
- Complete construction: April 2020

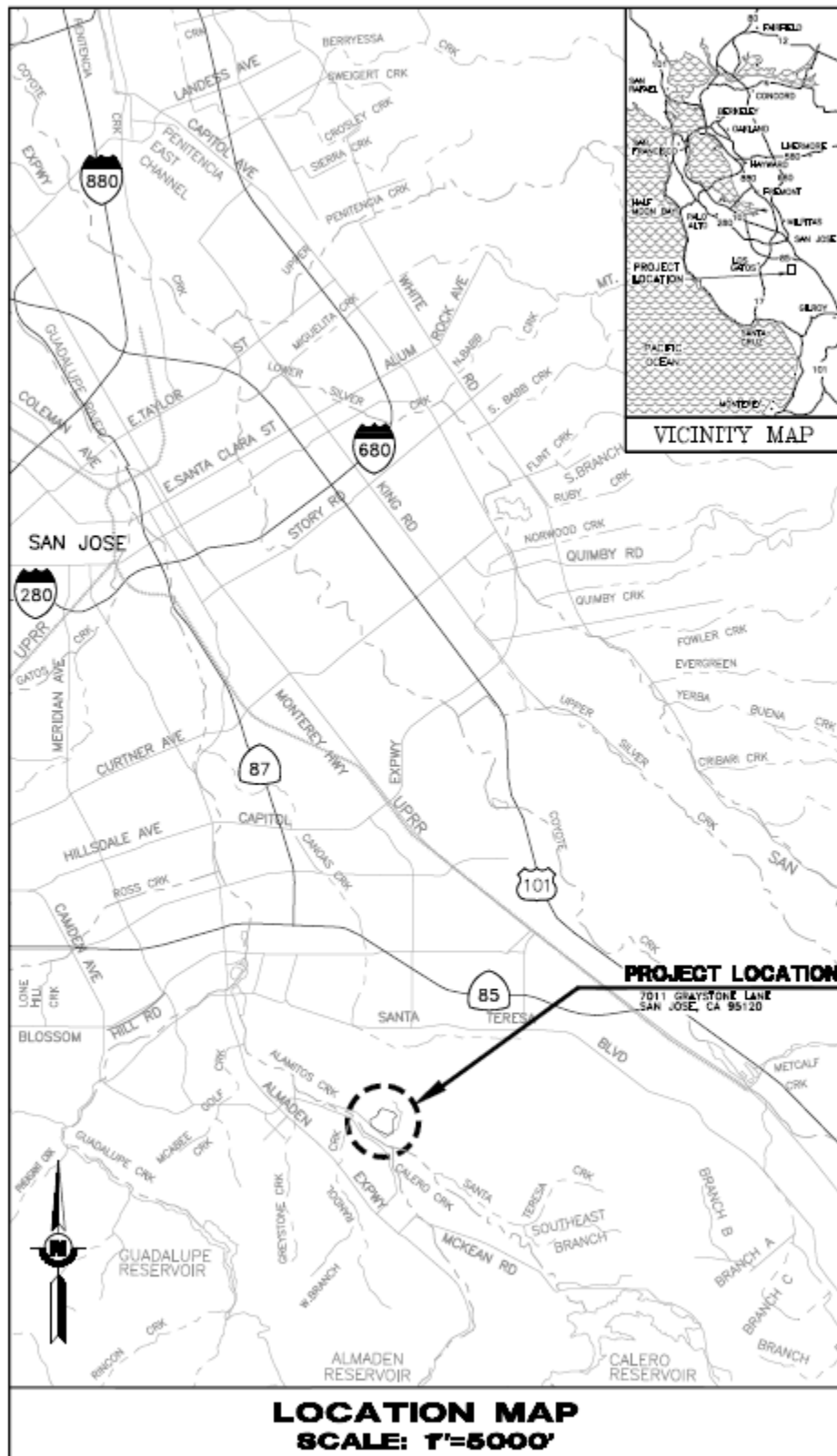


Figure 1 - Project Location Map

Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements

Engineer's Report



April 2019

Water Utility Capital Division



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PACHECO PUMPING PLANT PRIORITY 1 FIRE ALARM AND SUPPRESSION SYSTEM IMPROVEMENTS

PROJECT NO. 91214010

ENGINEER'S REPORT

Prepared By:

Marisela Garcia, Assistant Engineer II

Under the Direction of:

Emmanuel Aryee, P.E.
Engineering Unit Manager

Katherine Oven, P.E.
Deputy Operating Officer

Nina Hawk
Chief Operating Officer

Norma Camacho
Chief Executive Officer

The Engineer's Report has been prepared under the direct supervision of the undersigned, who hereby certifies that he is a Registered Civil Engineer in the State of California



April 2019

DISTRICT BOARD OF DIRECTORS

John L. Varela	District 1	Nai Hsueh, Vice Chair	District 5
Barbara Keegan	District 2	Tony Estremera	District 6
Richard Santos	District 3	Gary Kremen	District 7
Linda J. LeZotte, Chair	District 4		

**Attachment 4
Page 3 of 6**

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1. PROJECT DESCRIPTION

This project plans, designs, and constructs a new fire alarm and fire suppression system for the main facility building at the Pacheco Pumping Plant, Dinosaur Point, Merced County, CA. The project will include installation of a clean agent fire suppression system to work in conjunction with the existing water-based system. Major project features include the installation of a VESDA (Very Early Smoke Detection Apparatus) smoke detection system; replacement of the existing underfloor smoke detectors; installation or replacement of manual pull stations and heat detectors; installation of a new fire department standpipe connection; and retrofitting the fire hose nozzles.

The objective of the project is to reduce the risk of pumping plant shutdown due to fire damages.

2. ZONE BENEFITS

The proposed Project work will benefit the customers of Zone W-2 (North County) and Zone W-5 (South County).

3. PROJECT RIGHT OF WAY

The proposed Project would be constructed on District property. The Project would require a permit from the United States Bureau of Reclamation (USBR).

4. MAPS AND FIGURES

Figure 1 - Project Location Map

5. PROJECT COSTS

The estimated cost to design and construct the proposed Project is \$1,920,000 (2019 dollars). The proposed Project would be funded by the Water Enterprise Fund; a total of 20.8% cost will be allocated to Zone W-5 (South County) and the remaining 79.2% will be funded by Zone W-2 (North County).

6. PROJECT SCHEDULE

- Advertise for construction bids: July 2019
- Award construction contract: September 2019
- Complete construction: May 2020

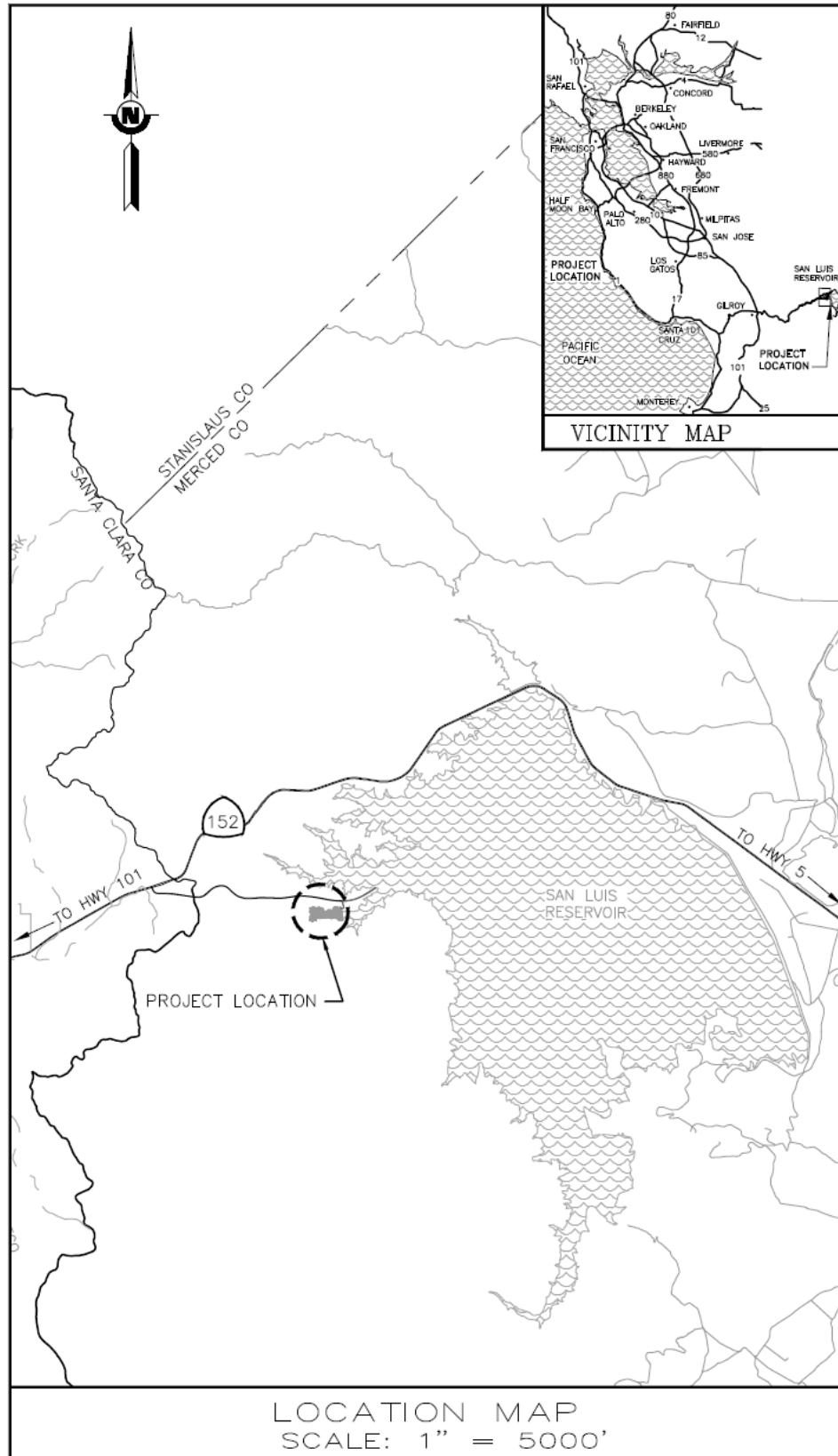


Figure 1 - Project Location Map

Public Hearing Notice

SMALL CAPITAL IMPROVEMENT PROJECTS



Topic: **Small Capital Improvement Projects:** Vasona Pumping Station Fence and Gates Replacement; Santa Teresa Water Treatment Plant Air Wash Line Replacement; and Pacheco Pumping Plant Priority 1 Fire Suppression System Improvements Projects

Who: Santa Clara Valley Water District

What: Public hearing on Engineer's Reports

When: Tuesday, June 11, 2019, 1:00 p.m.

Where: Santa Clara Valley Water District Headquarters Building Board Room
5700 Almaden Expressway, San Jose, CA 95118

The Santa Clara Valley Water District invites you to a meeting regarding the Small Capital Improvement Projects, Vasona Pumping Station Fence and Gate Replacement; Santa Teresa Water Treatment Plant Air Wash Line Replacement; and Pacheco Pumping Plant Priority 1 Fire Suppression System Improvements. The proposed works of improvement are described in the Engineer's Reports for Vasona Pumping Station Fence and Gate Replacement; Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement; and Pacheco Pumping Plant Priority 1 Fire Suppression System Improvements. The Reports are on file at the Clerk of the Board of Directors, 5700 Almaden Expressway, San Jose, California and on the water district's website: <http://www.valleywater.org/PublicReviewDocuments.aspx>

The Vasona Pump Station Fence and Gate Replacement Project will replace 1,600 linear feet (LF) of existing 6-foot high fencing with 8-foot high mini-mesh chain-link fence; install 500 LF of new fencing along other segments of the District's property line; replace one existing and install two new 6-foot wide pedestrian gates; replace three existing and install one new 25-foot long and one 10-foot long manual vehicular gates; and install one new automatic vehicular security gate

The Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement will remove and replace 1,550 LF of above-ground, 12-inch mortar-lined steel pipe, and will reline 671 LF of underground, 12-inch mortar-coated steel pipe at the east and west filter basins and galleries. Staging of this work will be coordinated between the east and west sides of the plant. The plant will be on reduced capacity for the duration of the project construction.

The Pacheco Pumping Plant Priority 1 Fire Alarm and Suppression System Improvements will install a clean agent fire suppression system to work in conjunction with the existing water-based system. Major project features include a VESDA (Very Early Smoke Detection Apparatus) smoke detection system; replacement of the existing underfloor smoke detectors; installation or replacement of manual pull stations and heat detectors; installation of a new fire department standpipe connection; and retrofitting the fire hose nozzles.

For more information about this hearing or these projects, contact Emmanuel Aryee at (408) 630-3074 and/or Amandeep Saini at (408) 630-3092.

Reasonable efforts will be made to accommodate persons with disabilities wishing to attend this public hearing. For additional information on attending this hearing including requesting accommodations for disabilities or interpreter assistance, please contact the Office of the Clerk of the Board at **(408) 630-2277**, at least three days prior to the hearing.

Se realizarán esfuerzos a fin de brindar todas las facilidades posibles a las personas con discapacidades que desean asistir a esta reunión pública. Para información adicional sobre como asistir a esta audiencia incluyendo peticiones para acomodar a discapacitados o asistencia con intérpretes, por favor comuníquese a la Oficina del Secretario de la Junta Directiva al **(408) 630-2277**, por lo menos tres días antes de la audiencia.

Những người khuyết tật cũng có thể tham dự buổi điều trần này. Muốn có các yêu cầu hỗ trợ người khuyết tật tham dự buổi điều trần kể cả các tiện nghi, thông dịch, quý vị có thể tiếp xúc văn phòng Thư ký Hội đồng tại số (408) 630-2277, ít nhất ba ngày trước buổi điều trần.

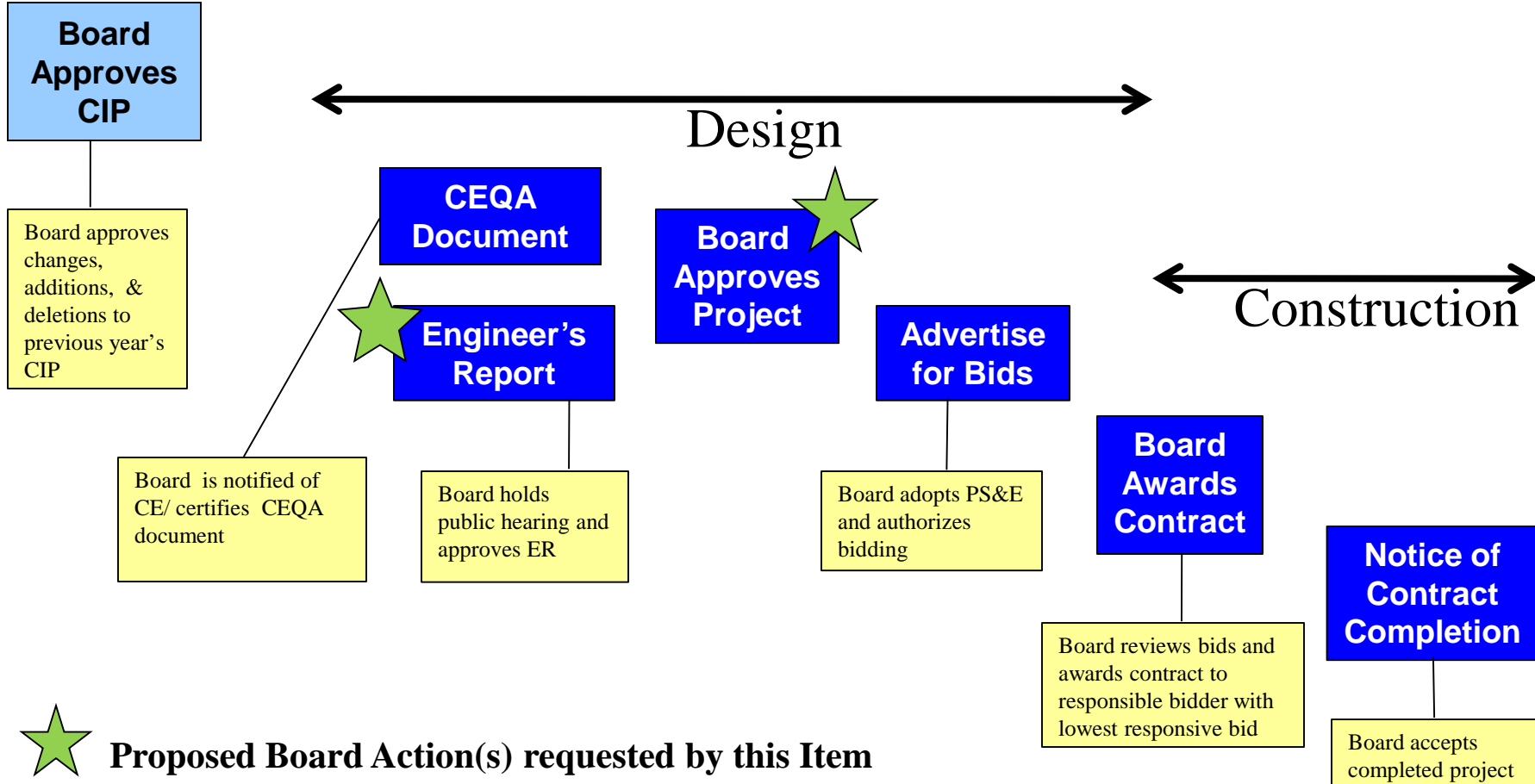
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Project Delivery Process

Small Capital Improvement Projects

**Vasona Pump Station Fence and Gate Replacement, Project No. 92764009;
Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement, Project No. 93764004; and
Pacheco Pumping Plant Fire Alarm and Suppression System Improvements, Project No. 91214010**

FY 2019-2023



Proposed Board Action(s) requested by this Item

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Vasona Pump Station Fence and Gate Replacement
(Project Number 92764009)

Santa Teresa Water Treatment Plant Air Wash Pipeline Replacement
(Project Number 93764004)

Pacheco Pumping Plant Fire Alarm & Suppression System Improvements
(Project Number 91214010)

Public Hearing - June 11, 2019



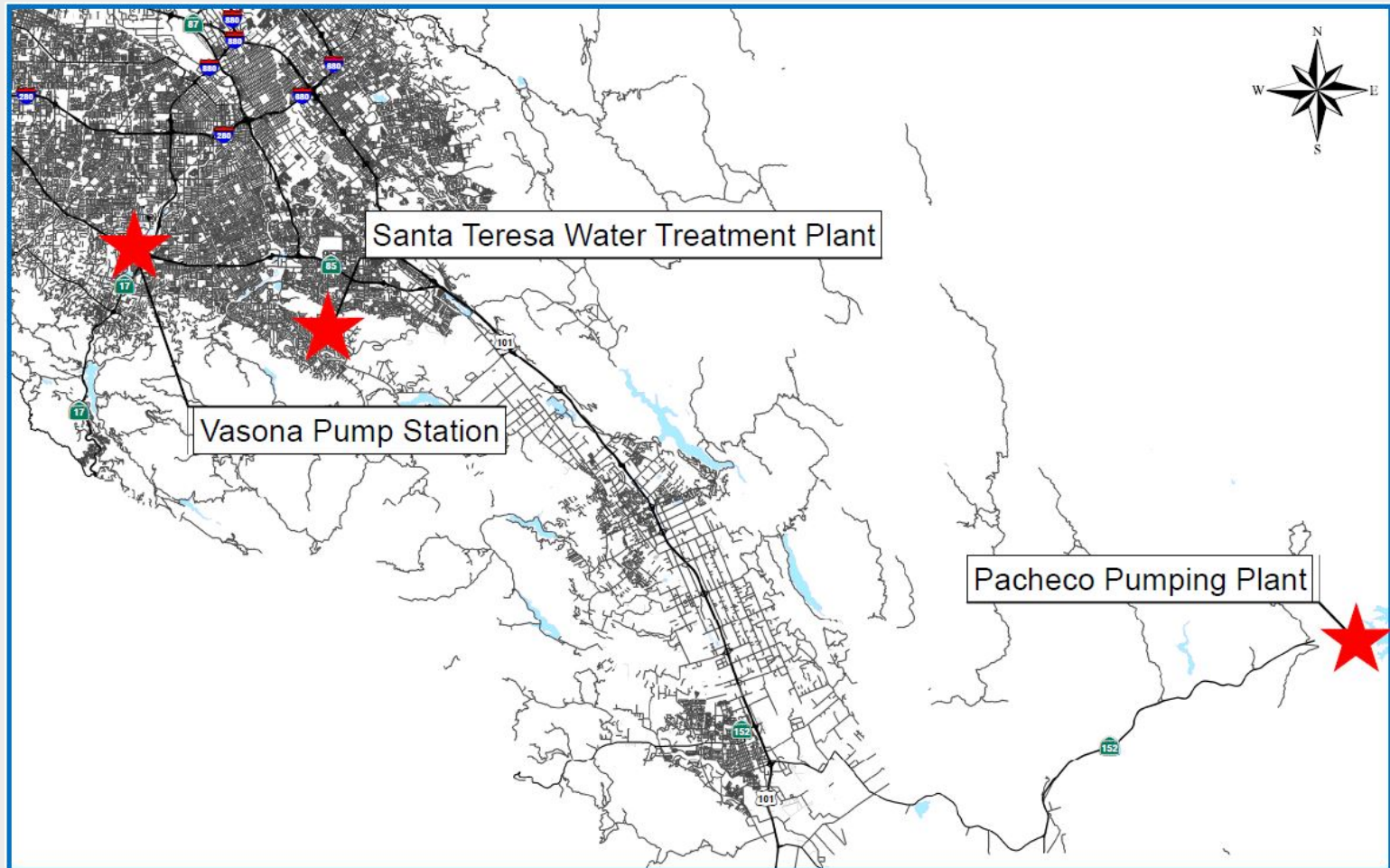
Board Actions – June 11, 2019

- ▶ Conduct Public Hearing on Engineer's Reports;
- ▶ Close Public Hearing;
- ▶ Approve Engineer's Reports;
- ▶ Approve Projects.

Project Objectives

- ▶ Vasona PS Fence/Gate Replacement: Increase security of facility and its staff;
- ▶ STWTP Air Wash Pipeline Replacement: Extend useful life and increase plant reliability;
- ▶ Pacheco PP Fire System Improvements: Reduce risk of plant shutdown due to fire damages.

Projects' Location



Project Description

Vasona PS Fence/Gate Replacement

- ▶ Replace 1,600 LF of exist. 6-ft high fence w/ 8-ft high fence, including 5 gates.
- ▶ Install 500 LF of new fencing within pump station, 3 new manual gates, and 1 new automatic security gate.



Project Description (Continued...)

STWTP Air Wash Pipeline Replacement

- ▶ Remove and replace 1,550 LF above-ground, 12-inch mortar-lined steel pipe and reline 670 LF underground pipe.



Project Description (Continued...)

Pacheco PP Fire System Improvements

- ▶ Install clean agent fire suppression system to work in conjunction with existing water-based system.



Projects' Rights of Way

- ▶ All three projects are within the limits of District property.

Projects' Cost / Zone Funding

- ▶ **Vasona PS Fence/Gate Replacement**
 - ▶ Estimated total cost: \$620K (2019 dollars)
 - ▶ Zone of Benefit: W-2
- ▶ **STWTP Air Wash Pipeline Replacement**
 - ▶ Estimated total cost: \$960K (2019 dollars)
 - ▶ Zone of Benefit: W-2
- ▶ **Pacheco PP Fire System Improvements**
 - ▶ Estimated total cost: \$1.9M (2019 dollars)
 - ▶ Zone of Benefit: W-2 (79.2%); W-5 (20.8%)

Projects' Next Steps

- ▶ Advertise for Bids for Construction – July 2019
- ▶ Award Construction Contracts – September 2019
- ▶ Initiate Construction – October 2019



Santa Clara Valley Water District

File No.: 19-0562

Agenda Date: 6/11/2019

Item No.: 3.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Resolution Recognizing June as Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Month.

RECOMMENDATION:

Adopt the Resolution RECOGNIZING JUNE AS LGBT PRIDE MONTH.

SUMMARY:

The month of June is nationally recognized as Lesbian, Gay, Bisexual, and Transgender Pride Month (LGBT Pride Month) to commemorate the Stonewall riots in Manhattan, which occurred at the end of June 1969. A year after the Stonewall Riots, members of the LGBT community began to celebrate the anniversary of that significant event, which brought widespread attention to discriminatory laws and policies and gave birth to the modern LGBT civil rights movement.

Each year between 2000 and 2016, the consecutive presidents of the United States issued a proclamation in recognition of LGBT Pride Month. In 2016, the last year this has been proclaimed, President Obama's proclamation acknowledged that, despite the extraordinary progress of the past few years, LGBT Americans still face discrimination simply for being who they are.

Recently, President Trump announced a military ban on transgender individuals wanting to volunteer their lives for our country. Anti-LGBT bills that would enable taxpayer-funded adoption agencies to deny placement of orphaned or foster children to LGBT homes are heading toward passage in Oklahoma and Kansas. Similar laws based on religious objections already exist in Michigan, South Dakota, Alabama, and Texas. Colorado had a similar bill proposed that was subsequently rejected. Nonetheless, we see the arc of equality shine in the Illinois Senate who on May 2, passed a bill that would require public schools in the state to teach LGBT history, as well as use inclusive and "non-discriminatory" textbooks. In other states, Maine, Hawaii, Maryland, New Hampshire, California, Connecticut, Delaware, Illinois, Massachusetts, New Jersey, New Mexico, New York, Nevada, Oregon, Rhode Island, Vermont, Washington, the District of Columbia, and Puerto Rico the arc of equality continues as legislation to ban conversion therapy for youth is anticipated or has already been approved.

During the month of June, throughout our community and around the world, pride events will take place and include parades, marches, rallies, commemorations, community days, dance parties and large festivals.

Valley Water recognized LGBT Pride Month on June 4th through its annual raising of the rainbow flag in front of Valley Water's headquarters building. Valley Water also held a lunch-time event on June 6th in the boardroom to celebrate all those who play a major role in overcoming hatred in our society.

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: Resolution

UNCLASSIFIED MANAGER:

Anna Noriega, 408-630-3089

**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 19-

RECOGNIZING JUNE AS LGBT PRIDE MONTH

WHEREAS, the month of June is nationally recognized as Lesbian, Gay, Bisexual, and Transgender Pride Month (LGBT Pride Month) to commemorate the 50th Anniversary of the Stonewall Riots in Manhattan, which occurred at the end of June 1969; and

WHEREAS, a year after the Stonewall Riots, members of the LGBT community began to celebrate the anniversary of that significant event, which brought widespread attention to discriminatory laws and policies and gave birth to the LGBT civil rights movement; and

WHEREAS, during the month of June, pride events throughout the community and around the world include parades, marches, rallies, commemorations, community days, dance parties and large festivals; and

WHEREAS, LGBT Americans still face discrimination simply for being who they are; and

WHEREAS, the journey towards full equality continues and all people are encouraged to join the LGBT rights movement to continue to promote equal rights for all, regardless of sexual orientation or gender identity; and

WHEREAS, the Governance Policies of the Board GP 7.7 states that the Santa Clara Valley Water District (Valley Water) is committed to creating an inclusive work environment, which reflects and supports the diversity of our community and enriches our perspectives; and

WHEREAS, Valley Water's PRIDE (Lesbian, Gay, Bisexual, Transgender/Straight Alliance) Employee Resource Group aims to create a welcoming and supportive work environment regardless of sexual orientation or gender identity to maximize professional abilities of LGBT employees in support of Policy GP 7.7.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby recognizes June as LGBT Pride Month and will acknowledge the month through a variety of activities.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on June 11, 2019:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

LINDA J. LEZOTTE
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors



Santa Clara Valley Water District

File No.: 19-0463

Agenda Date: 6/11/2019

Item No.: 3.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Agreement with Environmental Science Associates, Inc. to Prepare Stream Maintenance Guidelines for the Watersheds Maintenance Guidelines Update Project, Project No. 62042050.

RECOMMENDATION:

Approve the agreement with Environmental Science Associates, Inc. (ESA) for consulting services to prepare stream maintenance guidelines for the Watersheds Maintenance Guidelines Update Project (Project), for a not-to-exceed fee of \$996,000.

SUMMARY:

Stream maintenance guidelines are a critical component to ensuring Santa Clara Valley Water District (Valley Water) fulfills its responsibility for continued flood protection to the community and to comply with regulatory permits. When properly maintained, streams convey flows at levels for which they were designed or at historic levels. Stream maintenance guidelines better inform inspection and maintenance obligations by providing a quantitative and objective approach to identifying conditions under which maintenance actions (e.g., sediment removal, vegetation management) should be undertaken to maintain adequate flow capacity in streams. In addition, Valley Water is required to update 40 stream maintenance guidelines for its stream/creek facilities over ten years, pursuant to San Francisco Bay Regional Water Quality Control Board Order Number R2-2014-0015. This permit, along with others from federal and state regulatory agencies, allows Valley Water to perform routine stream maintenance activities under Valley Water's multi-year Stream Maintenance Program.

With existing staff supporting capital and operations projects, consultant services are needed to augment Valley Water resources to prepare stream maintenance guidelines. Through a competitive procurement process, staff has selected ESA to perform such services. Staff recommends Board approval of the Agreement with ESA for preparation of stream maintenance guidelines for a not-to-exceed fee of \$996,000.

Background

On October 28, 2014, the Board approved Agreement No. A3788A with ESA for an amount not to exceed \$1,736,354 to prepare ten stream maintenance guidelines over two years. Work under that agreement was completed December 31, 2017. On June 27, 2017, the Board approved Agreement No. A4082A with ESA for an amount not to exceed \$1,450,000 to prepare stream maintenance

guidelines for ten other creek facilities. Work continues to be conducted on schedule under that agreement; that agreement is scheduled to expire December 31, 2019.

Through the two existing contracts, staff has been working closely with the consultant to develop a format for the stream maintenance guidelines that not only complies with regulatory permit conditions, but is useful for staff who are responsible for conducting inspections to better identify when stream maintenance is required. To date, seventeen guidelines have been completed and two are in draft form, close to completion. Ten guidelines are on schedule to be completed by the end of 2019. Valley Water is currently on-track to complete or update 40 guidelines by 2023. Executing the new consultant agreement would ensure that Valley Water continues to remain on schedule and comply with regulatory permits. The Agreement, if approved by the Board, requires ESA to develop stream maintenance guidelines for ten other creek facilities over three years.

Consultant Selection Process

A Request for Proposals (RFP) for the Project's consulting services was published on Valley Water's Contract Administration System (CAS) web portal on January 10, 2019. Over 150 consultant firms that are registered in CAS under the expertise code WQ30 were notified of the RFP.

Valley Water received one proposal. A Consultant Review Board (CRB) consisting of hydraulics, asset management, and operations and maintenance staff evaluated the written proposal. An oral interview was conducted by the CRB. Subsequently, the CRB recommended that staff undertake contract negotiations with ESA.

Consultant Agreement Scope of Services

The Agreement scope of services includes the required tasks and budget to perform (1) project management and coordination, (2) data collection, review, and preliminary investigation, (3) topographic surveying, (4) hydraulics analyses, and (5) preparation of stream maintenance guidelines. The supplemental services task could include additional meetings or reports, expanded level of effort for field data collection or hydraulic modeling, regulatory agency coordination support, and modifications to previously-developed stream maintenance guidelines based on updated information.

The Agreement is provided in Attachment 1.

Table 1 presents a summary of the tasks and associated costs for this Agreement.

**Table 1 - Summary of Tasks and Associated Costs
for Preparation of Stream Maintenance Guidelines**

Task	Description	Total Fixed (Not-to- Exceed) Fees
1	Project Management and Coordination	\$120,000
2	Data Collection, Review, and Preliminary Investigation	\$176,000
3	Perform Surveying	\$140,000
4	Hydraulics Analyses	\$170,000
5	Stream Maintenance Guidelines Development	\$310,000
6	Supplemental Services	\$80,000
Total Not-to-Exceed Fees		\$996,000

FINANCIAL IMPACT:

Staff estimates a \$996,000 expenditure associated with approval of this item. Funding for this item is included in the Fiscal Year 2018-2019 budget, Project No. 62042050.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment. The stream maintenance guidelines, once developed, would be implemented consistent with the Stream Maintenance Program's Environmental Impact Report and in compliance with applicable regulatory permits.

ATTACHMENTS:

Attachment 1: Agreement

UNCLASSIFIED MANAGER:

Sue Tippets, 408-630-2253

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STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)
Terms and Conditions Template
Rev. B [7/1/2018-06/30/2019]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (District), and **ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)**, a California corporation (Consultant), individually the Party or collectively the Parties.

WHEREAS, the District desires certain services hereinafter described and Consultant affirms it has the requisite experience and expertise, and desires to provide such services.

NOW, THEREFORE, the District and Consultant, for the consideration and upon the Terms and Conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule(s), Scope of Services, attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a Scope of Services that is separate and apart from the Scope of Services described in another Schedule.

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

- A. Each Scope of Service described in an attached Schedule(s) must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with District staff in engineering, asset management, operations, and maintenance units to be made aware of District operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule(s).
- B. Unless the requirements for the Services described in the attached Schedule(s) are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.
- C. Consultant shall not undertake any Services not described in the attached Schedule(s) unless authorized in writing by the District prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

2. Consultant Controlled Areas

Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to the Scope of Services.

3. Licensing

Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11 Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon District's request documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be "Public Works" pursuant to California Labor Code section 1720(a)(1).

4. District's Approval of Deliverables

Deliverables prepared by Consultant, notwithstanding acceptance and approval by District, which District determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to District.

5. Errors and Omissions

The Services may include preparation of deliverables by Consultant to be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction contract documents to the extent caused by Consultant's negligent acts, errors, or omissions.

6. District Standardization Requirements

- A. Consultant shall perform the Services utilizing District nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with the District Microsoft Office software and AutoCAD software used at the time(s) the District issues a Notice to Proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with the 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. Drawings prepared using different CADD software and versions must be converted to be compatible with the District's CADD software at no additional cost to the District. Prior to acceptance, the 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.

7. Consultant's Key Staff and Subconsultants

- A. Consultant's Key Staff and firms subcontracted by the consultant (Subconsultants) assigned to perform the Services are identified in Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
- C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - 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 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.

8. Compliance with All Laws

- A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to state and federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that the District's assistance is necessary to achieve such compliance, Consultant shall promptly notify the District.
- B. Consultant shall provide, at District's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, the District has the right to inspect and copy any records of Consultant regarding such compliance.
- C. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

9. Occupational Safety and Health

- A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.
- B. Consultant shall immediately notify the District in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon the District's request, Consultant shall provide the District with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

10. Consultant as Independent Contractor

Consultant will perform all Services as an independent contractor and not an agent or employee of District. Consultant represents and warrants that it and its contractors who are performing any of the Services as Subconsultants will perform such Services as an independent contractor, and neither Consultant nor Subconsultants nor their employees are the servants, agents or employees of the District. Except as expressly provided in this

Agreement, the District exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care

- A. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.
- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two Duties of Consultant, subsection 8. Compliance with All Laws.
- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two Duties of Consultant, subsection 8. Compliance with All Laws.

SECTION THREE

DUTIES OF DISTRICT

1. Available Data

The District will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). The District will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. The District is not responsible for providing data and information that it does not possess.

2. Review of Deliverables

- A. The District will designate a Project Manager (District Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by the District Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of the District.
- C. Consultant must notify the District in writing when it completes each deliverable described in the Schedule(s) and provide the District with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by District. Within 30 calendar days of receipt of each deliverable, the District will either (1)

notify Consultant that the District accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.

- D. If the District advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to the District, those deficiencies as soon as possible and shall notify the District upon completion of the revised deliverable and submit to the District.
- E. The District will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to the District and this process will continue until Consultant has corrected all deficiencies identified by the District.
- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by the District, will not result in additional costs or expenses to the District.

3. Access to District Facilities

The District will facilitate access to District facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of the District, as described in the Schedule(s) will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule(s), Fees and Payments, for completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule(s), Fees and Payments. Payments made by the District to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services.
- B. Upon the written approval of the District Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task may be re-allocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.

- C. Upon the written approval of the District Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced or eliminated. If the Scope of Services of a task 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.
- F. 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 the District, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
 - 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) Other direct charges and expenses by Service task;
 - 4) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in Attachment One to Schedule(s), Fees and Payments; and
 - 5) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a 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.

- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project Schedule in Attachment Two to the Schedule(s), Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable the District to evaluate the Consultant's progress and performance towards completion of the Services.

1) The monthly progress report shall include:

- a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
- b. A look-ahead schedule listing deliverables and activities planned for the next two months;
- c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
- d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
- e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
- f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
- g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;

- h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices to:

Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:
 - 1) Agreement Number;
 - 2) Full Legal Name of Consultant/Firm;
 - 3) Payment Remit-to Address;
 - 4) Invoice Number;
 - 5) Invoice Date (the date invoice is mailed); and
 - 6) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific Scope of Services.
- H. District Project Manager will review Consultant's written invoice within five District business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. District will pay undisputed invoice amounts within 30 calendar days from date invoice is received by District Project Manager.
- I. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

3. Prevailing Wages

- A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations.

- B. 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.
- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, 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.
- F. 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.
- G. **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.

4. Retention

Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by the District and not paid to Consultant until 30 calendar days after the assigned District representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two to the Schedule(s), Schedule of Completion, and Section Three Duties of District, subsection 2. Review of Deliverables. Provided that at any time after 50% of the work has been completed, the District may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final contract close out.

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in the Scope of Services of the attached Schedule(s) to this Agreement upon receipt of the Notice to Proceed issued by the District.

2. Project Schedule Table

Consultant will perform and complete the services described in the Scope of Services in accordance with the Project Schedule table (Project Schedule) as stated in Attachment Two to the Schedule(s), Schedule of Completion. 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.

3. Monitoring of Project Schedule

The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by the District.

4. Project Delays

Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Attachment Two to the Schedule(s), Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify the District Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may, at its discretion, grant a reasonable adjustment in the Project Schedule.

5. Changes to the Project Schedule

District Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

The Parties may agree to modify the Terms and Conditions of this Agreement by executing a written amendment hereto.

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.

2. District 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 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.
- B. Termination for Convenience: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3. Consultant's Compensation upon Termination or Suspension.
- C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from 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.

3. Consultant's Compensation upon Termination or Suspension

In the event of termination of this Agreement or any Task Order, or suspension of Services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District, as follows:

- A. Direct Labor: Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination;
- B. Other Direct Costs and Expenses: Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination;
- C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.

4. Survival

The Terms and Conditions of this Agreement, that by their context and a standard of reasonableness, are intended to survive termination, suspension, completion, and expiration of this Agreement, shall survive, including but not limited to, the following Sections and subsections: Independent Contractor Status, Confidentiality, Indemnification, Insurance Requirements, and Dispute Resolution, as well as any Consultant representations and warranties.

SECTION EIGHT

INDEMNIFICATION

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 Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in the Standard Consultant Agreement, Appendix Four Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in the Standard Consultant Agreement, Appendix Four Insurance Requirements, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. District Ownership

All deliverables and other materials prepared by Consultant, including computer programs and media developed by the Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of the District following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of the District. Consultant will provide the District with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

2. Reuse of Instruments of Service

If the District desires to reuse the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which the District has already paid Consultant, the District will release Consultant from any liability incurred by the District from reusing said deliverables.

3. Copies of Data

Copies of data exchanged by, through, and between the District and Consultant that may be relied upon are limited to printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished are only for the mutual convenience of the Parties.

4. Computer-Generated Material

Any risk of translation or reliance on information obtained or derived from computer-generated material is at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to the District by Consultant according to the Terms of this Agreement, in or by any medium is deemed to be "work for

hire” according to the copyright laws of the United States and the copyright belongs to the District.

6. Copyright Claims

Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant are likewise bound by these copyright terms. The District makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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.

2. Compliance with Applicable Equal Opportunity Laws

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 Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections §503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); and California Labor Code §1101 and 1102.

3. Investigation of Claims

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.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule(s), Attachments to the Schedule(s), and all Task Orders executed the attached Appendices, 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 as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

2. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of District. The District Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by the District.
- B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - 1) Execution of the Agreement by Consultant;
 - 2) Submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents;
 - 3) Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;
 - 4) Submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable;
 - 5) Submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable;
 - 6) Any other requirements that are deemed necessary by the District; and
 - 7) Execution of the Agreement by the District.

3. No Assignment

- A. 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 obligations hereunder, without prior written consent of District in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of the District.
- B. In no event shall an assignment of any interest in this Agreement release the Consultant from its duties and responsibilities as described in this Agreement nor shall the Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without the District's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

Discretionary actions or approvals to be performed by the Parties will be exercised in a reasonable manner.

5. Gifts

Consultant hereby acknowledges that District policy prohibits the acceptance by District personnel of gifts of any kind from its contractors, consultants, suppliers or vendors. Consultant shall honor this policy by not sending or bringing gifts to the District.

6. Audits

Consultant agrees that the District and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide the District and its agent(s) with any relevant information requested and will permit the District and its agent(s) 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 or subject to audit, such as by a government agency, providing the District with grant funds to pay for Consultant's services for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement.

7. Force Majeure

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault,

labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties.

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, 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.

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about 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.
- B. 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.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by the District to have the information.
- D. Consultant will notify the District immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from the District.
- E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. Consultant will not release any information pertinent to the Project for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from the District. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to the District.

Consultant will not communicate with the media regarding any such matter.

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to the District, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
- D. 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, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, an amendment to their Form 700 any time there is a change to their disclosure information.
 - 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by the District, during the District's annual filing season as determined by the District;
 - 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, a Leaving Office Statement with the District when one of the following occurs:

- a. Upon termination of this Agreement; and
 - b. Within 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 §81000 et. seq. and Government Code §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to the District.
- 6) Further, the failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by the District is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by the District Project Manager, Consultant will prepare a proposed Task Order (See the Standard Consultant Agreement, Appendix Three Task Order Template). The proposed Task must identify the following:
- 1) Description of the services, including deliverables;
 - 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
 - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District's Project Manager;
 - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - 5) Schedule for completing the services; and
 - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to the District.

- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both the District's authorized representative referenced in the Standard Consultant Agreement, Appendix One Additional Legal Terms (Appendix One) and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's authorized representative and Notice to Proceed has been issued by the District 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.
- D. 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 Standard Consultant Agreement Section Four Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three Task Order Template.

14. Good Neighbor

The District always strives to be a good neighbor to the community adjacent to its facilities. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.

15. Governmental Permits and Notifications

Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify the District if any such permit or approval lapses or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in the District's name, Consultant shall promptly so inform the District and assist the District in obtaining such permits or approvals.

16. Taxes and Benefits

Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.

17. Nonwaiver of Rights

The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

18. Notices

Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices are deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and Consultant at their respective addresses as follows:

DISTRICT:

Deputy Operating Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services

CONSULTANT:

Consultant Principal Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services

19. Appendices

The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One—Additional Legal Terms
Appendix Two—Dispute Resolution
Appendix Three—Task Order Template
Appendix Four—Insurance Requirements

20. Schedule(s) and Attachments

Schedule P, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule P—Fees and Payments
Attachment Two to Schedule P—Schedule of Completion
Attachment Three to Schedule P—Consultant's Key Staff and Subconsultants
Attachment Four to Schedule P—Reference Materials

SANTA CLARA VALLEY WATER DISTRICT
District

**ENVIRONMENTAL SCIENCE
ASSOCIATES (ESA)**
Consultant

By: _____
Linda J. Lezotte
Chair, Board of Directors

By: _____
Christie Beeman, PE
Project Manager

Date: _____

Date: _____

Consultant's Address:

ATTEST:

550 Kearny Street, Suite 800
San Francisco, CA 94108

Michele L. King, CMC
Clerk, Board of Directors

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**STANDARD CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS**

1. Conflict of Interest for Future Services

Not applicable.

2. Dispute Resolution

If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in the Standard Consultant Agreement, Appendix Two Dispute Resolution.

3. 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 **0%** or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District.
- B. Task Orders are subject to approval by the District's Deputy Operating Officer unless delegated to the Unit Manager.
- C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$25,000.

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**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by the District who will furnish the decisions to Consultant in writing within 30 days after receiving a written request from Consultant.

2. Dispute Resolution

A. Alternate Dispute Resolution

District intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.

B. Consultant and its Subconsultants are expected to participate in all ADR efforts.

C. The cost of partnering, training facilities, and facilitator will be borne by District.

3. Negotiations Before and During Mediation

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by District and Consultant.

4. Voluntary Mediation

A. Initiation of Mediation

Any Party to a dispute or claim may initiate mediation by notifying the other Party or Parties in writing.

B. Request for Mediation

A request for mediation must contain a brief written statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the mediation.

C. Selection of Mediator

- 1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 14 days, the Parties will confer to select an appropriate mediator agreeable to all Parties.
- 2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

D. Qualifications of a Mediator

- 1) Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.
- 2) No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.
- 3) Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

E. Vacancies

If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the Parties agree otherwise.

F. Representation

- 1) Any Party may be represented by person(s) of their choice who must have full authority to negotiate.
- 2) The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.

G. Time and Place of Mediation

- 1) The mediator will set the time of each mediation session.
- 2) The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.
- 3) All reasonable efforts will be made by the Parties and the mediator to schedule the first session within 60 days after selection of the mediator.

H. Identification of Matters in Dispute

- 1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- 2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

I. Authority of Mediator

- 1) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute.
- 2) The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.
- 3) Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.
- 4) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

J. Privacy

- 1) Mediation sessions are private.
- 2) The Parties and their representatives may attend mediation sessions.
- 3) Other persons may attend only with the permission of the Parties and with the consent of the mediator.

K. Confidentiality

Except as provided by California or federal law or regulation:

- 1) The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.
- 2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.
- 3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.
- 4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;
- b. Statements made by the other Party in the course of the mediation proceedings;
- c. Proposals made or views expressed by the mediator; and
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

- 1) By the execution of a Settlement Agreement by the Parties;
- 2) By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
- 3) By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

N. Exclusion of Liability

No mediator shall be a necessary Party in judicial proceedings related to the mediation.

O. Interpretation and Application of These Mediation Provisions

The mediator will interpret and apply these mediation provisions insofar as they relate to the mediator's duties and responsibility.

P. Expenses

- 1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.
- 2) All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

5. Compensation for Participation in Mediation

Neither Consultant nor the District is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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**STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("District") and _____ ("Consultant"), dated _____.

District: _____

Consultant: _____

Dollar Amount of Task Order: Not-to-Exceed \$ _____

1. Upon full execution of this Task Order No. _____, as set forth in the Standard Consultant Agreement, Section Twelve Miscellaneous Provisions, subsection 13. 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. Consultant shall be compensated at fixed fees or at the hourly rates established in Attachment One to the Schedule(s), Fees and Payments, 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 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].

**STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements
 - 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 the Standard Consultant Agreement, Section Four Fees and Payments, subsection 3. Prevailing Wages.
 - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

NAME OF CONSULTANT FIRM
[PRINT NAME]
[PRINT TITLE]

DATE

Signature:

SANTA CLARA VALLEY WATER DISTRICT
[PRINT NAME]
[PRINT TITLE]

DATE

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Appendix IV insurance requirement.

Without limiting the Contractor's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), the Contractor 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.

Contractor must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Contractor's insurance agent(s) and/or broker(s), who have been instructed by Contractor to procure the insurance coverage required herein.

In addition to certificates, Contractor 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 Contractor'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

Contractor shall furnish the District with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Contractor 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 Insurance.Certificates@valleywater.org.

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

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INSURANCE REQUIREMENTS**

3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4946**

IMPORTANT: The agreement or CAS number must be included.

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. District agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Contractor 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, Contractor 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 Contractor fails to maintain such insurance as is called for herein, District, at its option, may suspend payment for work performed and/or may order Contractor to suspend all Contractor's work at Contractor's expense until a new policy of insurance is in effect.

RENEWAL OF INSURANCE

Contractor will provide the District with a current Certificate of Insurance and endorsements within thirty (30) business days from the expiration of insurance.

Contractor shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to: Insurance.Certificates@valleywater.org
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4946**

IMPORTANT: The agreement or CAS number must be included.

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Contractor 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:

\$1,000,000 per occurrence / **\$1,000,000** 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 Contractor must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

2. Business Auto Liability Insurance with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$1,000,000 per claim/ **\$1,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Contractor'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.

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- ii. Policy retroactive date must coincide with or precede the Contractor'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):** Contractor must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. **NOTE:** This section does not apply to the Workers' Compensation.
2. **Primacy Clause:** Contractor will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that Contractor'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:** Contractor will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the

**STANDARD CONSULTANT AGREEMENT
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insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Contractor agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

6. **SubContractors:** The Contractor shall secure and maintain or shall be responsible for ensuring that all subContractors 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 Contractor for the benefit of the District must not be deemed to release or limit any liability of Contractor. Damages recoverable by the District for any liability of Contractor 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:** Contractor agrees to waive subrogation against the District to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Contractor 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 Contractor in the event of material noncompliance with the insurance requirements outlined above.

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**STANDARD CONSULTANT AGREEMENT
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CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Auto Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	

Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$1,000,000)	

**SCHEDULE P
SCOPE OF SERVICES**

1. REPRESENTATIVES

- A. The District's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to the District must be addressed to the District Project Manager.

Greg Meamber (District Project Manager (DPM))
Senior Engineer
Operations and Maintenance Engineering Support Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Phone: 408-630-3016
E-mail: gmeamber@valleywater.org

Devin Mody (District Unit Manager)
Unit Manager, Operations & Maintenance Engineering Support Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Phone: 408-630-2024
E-mail: dmody@valleywater.org

Sue Tippetts (Division Deputy Operating Officer)
Watersheds Operations and Maintenance Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Phone: 408-630-2253
E-mail: stippetts@valleywater.org

- B. The Consultant's Project Manager is as listed below. All District questions pertaining to this Agreement shall be referred to the Consultant's Project Manager.

Christie Beeman
ESA
180 Grand Avenue, Suite 1050
Oakland, CA 94612
Phone: 510-463-6732
E-mail: cbeeman@esassoc.com

- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18. Notices, the District will submit all notices pertaining to this Agreement to the Consultant's Principal Officer.

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Ann Borgonovo (Consultant Principal Officer)
Vice President
ESA
550 Kearny Street, Suite 800
San Francisco, CA 94108
Phone: 415-896-5900
E-mail: aborgonovo@esassoc.com

2. SCOPE OF SERVICES

This Schedule P, Scope of Services describes the professional planning services to be performed by Consultant to develop stream maintenance guidelines for the District's Stream Maintenance Program (Project). The District may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize District staff to perform such services.

3. PROJECT OBJECTIVES

Consultant will provide all engineering and documentation services necessary to develop Stream Maintenance Guidelines (Stream Maintenance Guidelines or Guidelines) for ten (10) creek facilities. The Guidelines will provide detailed information for each creek facility based on past studies, field surveying, hydraulic analysis, field assessment of geomorphic and biologic conditions, and a summary of past maintenance conducted.

- A. The purpose of the Project is for the Consultant to develop Stream Maintenance Guidelines for ten District creek facilities over three years.
- B. The Stream Maintenance Guidelines will provide a quantitative approach to identifying conditions under which maintenance actions on District creek facilities would be required to maintain adequate flow capacity in those facilities.
- C. Stream Maintenance Guidelines will be developed for channels designated as Unmodified, Modified or Modified with Ecological Value. Stream Maintenance Guidelines will be prepared to present the following:
 - Criteria such as design flood return period, design flow, roughness coefficient, allowable sediment accumulation and vegetation growth, and other channel characterizations including channel geometry, maintenance access road locations, etc.
 - Conditions under which sediment removal and vegetation management activities are required to convey storm flows based on the quantifiable thresholds established by hydraulics analysis.

Stream Maintenance Guidelines will be completed for ten creek facilities during the term of the Agreement for the following creek facilities. However, the District has identified five creek facilities to which priority should be given when Consultant is undertaking the tasks as

SCHEDULE P SCOPE OF SERVICES

described below in order to develop the Guidelines. The table below shows the two sets of five creek facilities based on priority established by the District, and Attachment Two to Schedule P, Schedule of Compliance reflects this priority.

First set of five facilities for which Guidelines should be developed

Facility	Watershed	Creek length
Wildcat Creek	West Valley Watershed	19,480 feet
Greystone Creek	Guadalupe Watershed	8,189 feet
Calera Creek	Coyote Watershed	7,517 feet
Los Coches Creek	Coyote Watershed	6,300 feet
Edmundson Creek	Pajaro Watershed	4,339 feet

Second set of five facilities for which Guidelines should be developed

Facility	Watershed	Creek length
Barron Creek	Lower Peninsula Watershed	19,000 feet
Guadalupe River	Guadalupe Watershed	107,415 feet
Sierra Creek	Coyote Watershed	11,068 feet
Rodeo Creek	West Valley Watershed	11,398 feet
Upper Penitencia Creek	Coyote Watershed	21,906 feet

4. 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. The District effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatment plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.

The District maintains its creek facilities to convey storm flows draining from the upper watershed and from storm water outfalls. When properly maintained, these facilities convey flows at either the level they were designed for (in reaches where flood protection projects have been constructed) or at historic levels (in the case of non-engineered channels that have been modified historically or have not been modified). Stream maintenance guidelines establish quantifiable objectives to assist the District with planning its activities in order to

SCHEDULE P SCOPE OF SERVICES

maintain flow capacities and established levels of service (LOS) of the District's creek facilities.

5. ASSUMPTIONS AND REQUIREMENTS

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** The District will review and comment on all Project deliverables and forward to Consultant for revision and preparation of final versions as determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.
- 4) **District Quality Environmental Management System.** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework.
- 5) **Consultant Responsibility.** Consultant, with its expertise in the performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3, Project Objectives.
- 6) **Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by the District.
- 7) **File Exchange Service.** Consultant will provide a file exchange service accessible to all parties as designated by the District to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need

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to coordinate with District's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements

- 1) Although it is the responsibility of the Consultant to independently complete the tasks listed below, the District will make previous and relevant reports and background information available to the Consultant.
- 2) It is anticipated that Consultant will undertake and complete Tasks 2 to 5 to develop Guidelines for the first five priority creek facilities before undertaking and completing the same tasks for the second five priority creek facilities.

6. SCOPE OF SERVICES TASKS

Task 1—Project Management and Coordination

The purpose of Task 1 is for Consultant to manage the Scope of Services successfully such that the work is completed within the not-to-exceed fees limit stated in Attachment One to Schedule P, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule P, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet the District and Project requirements. This task includes all Project management efforts required to organize Consultant's team, oversee work activities among consultant and subconsultant staff, assign and control work, and communicate/report progress to the District.

- A. Consultant will attend one Project kickoff meeting to introduce key District and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team member roles and responsibilities, describe Project procedures and summarize scope and schedule. The District's Project Manager will organize and lead the kickoff meeting. The kickoff meeting will be attended by key Project members of the District's and Consultant's team. Items to be discussed at the meeting will also include: review of Project Objectives and recommended improvements, critical success factors, District management expectations, key decision points, outside agency involvement, and the Project work plan. Consultant will identify and invite appropriate Consultant team members. Consultant team members are expected to include the Consultant's Project Manager and Subconsultants, as appropriate. The District will identify and invite District team members and others, as appropriate.
- B. Consultant will conduct monthly progress meetings with District's Project Manager; solicit administrative and technical requirements from District staff; and ensure that the requirements have been managed.
- C. Consultant will develop and maintain a current Project schedule indicating all major tasks, milestones and deliverables. The Project schedule will include sufficient details to track Project progress and completion of tasks, subtasks and major deliverables and milestones described in this Scope of Services.

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- D. Consultant will prepare and maintain monthly a project management action item and decision log that will document action items and concerns and issues throughout the term of the Agreement that require resolution by the District and/or Consultant.
- E. Consultant will communicate weekly with the District's Project Manager to plan and review work progress.
- F. Consultant will develop the Consultant Project Work Plan in accordance with District's Quality Environmental Management System (QEMS) Work Instruction W75102 Create Work Plan. The Project Work Plan will include Project objectives; the scope of work; a description of Project deliverables; a detailed Project Schedule (showing major tasks and deliverables); a break down of Consultant's costs for the major tasks; a list of the Consultant's team members and their roles and responsibilities; communication protocols (internal and external); document control procedures. Consultant will provide a draft Work Plan at the kickoff meeting for District's review, and will prepare a final Work Plan incorporating District's comments.

Task 1—Deliverables

- 1. Kick-off meeting;
- 2. Draft and Final Project Work Plan;
- 3. Monthly Progress Reports Delivered with Monthly Invoices;
- 4. Monthly Progress Meetings;
- 5. Monthly Draft and Final Agenda for Progress Meetings and Meeting Notes; and
- 6. Monthly Project Management Action Item and Decision Logs.

Task 1—Assumptions Include:

- 1. Monthly progress meetings (up to two hours each) will be held as needed at District facilities in San Jose or by phone if mutually agreed.
- 2. Up to two Consultant team members will attend the progress meetings/teleconference unless otherwise approved by District's Project Manager.

Task 2—Data Collection, Review, and Preliminary Investigation

- A. The purpose of this task is for Consultant to collect, organize and evaluate previously developed and readily available information to prepare for completion of the later tasks including development of the maintenance guidelines. Existing information may include: hydrology and hydraulic information, documentation of Hydrologic Engineering Centers-River Analysis System (HEC-RAS) models, stream channel topography and as-built surveys, natural resource information including habitat and sensitive species data, maintenance history, and land ownership and easement conditions and other information relevant to the 10 creek facilities.
- B. Consultant will coordinate with the District to identify data sources and secure existing information about each creek facility. After review of the information collected, the

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Consultant will identify any additional surveying activities necessary to address data gaps (Task 3) and develop refined hydraulic analysis (Task 4).

C. To complete Task 2, Consultant will:

1. Obtain and review background information.
2. Obtain and review documentation of existing hydrology and hydraulic models and documents for each of the 10 creek facilities.
3. Obtain and review as-built drawings and maintenance history for each of the 10 creek facilities, as available.
4. Review tidal conditions and potential influence on creek hydraulics for those creek facilities under tidal influence.
5. Obtain and review biological data for each of the 10 creek facilities.
6. Review District's inspection rating system.
7. Review area maps for property ownership and easements to identify extent of maintenance area to be included in Stream Maintenance Guidelines.
8. Review District's recent Inspection reports for evaluating problem/ sensitive areas in the channel.
9. Identify and recommend any additional survey or modeling efforts necessary to complete the Stream Maintenance Guidelines. Consultant will present its findings and recommendations at two meetings (one meeting for each set of five creeks) with District staff.
10. Based on the recommendations, develop draft scope of work for additional field data collection and refined hydraulic modeling for District's review, and prepare final scope of work addressing District's review comments.

Task 2—Deliverables

1. Data summary for each constructed facility, including information regarding: maintenance history, as-built records, agreements, planning studies, original engineering basis of channel design, channel geometries and channel types.
2. Summary of the available hydrology and hydraulic models.
3. Recommendations for additional survey and hydraulic modeling, if any.
4. Meetings to discuss recommendations for additional survey and hydraulic modeling.

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5. Draft and Final Scope of work for additional field data collection and refined hydraulic modeling to implement the recommendations.

Task 3—Perform Surveying

- A. The purpose of this task is to conduct topographic field reconnaissance, surveying, and data analysis needed to support hydraulic modeling and capacity analysis consistent with the Final Scope of Work as completed in Task 2.

- B. Consultant will:

1. Initiate field reconnaissance (10 creek facilities) to verify study reaches by river station, identify areas that require additional survey detail and/or warrant special attention in the Maintenance Guidelines, note locations for repeat survey (monumented cross-section), photo-documentation monitoring and stream gaging, and provide observational data to inform hydraulic modeling. Observations will include vegetation conditions and Manning's n estimates, areas of existing or potential sediment accumulation, bank stability or other geomorphic conditions that may not have been captured by the cross section surveys.
2. Initiate collection of survey data if authorized by District.
3. Establish horizontal and vertical control (to NAD83 and NAVD88, respectively) points for each facility based on the District's (or similar) control network. For the conventional survey locations (i.e., total stations), Consultant will use the nearest control point through the survey reach(es)(as needed).
4. Collect survey data at selected cross-sections.
5. Conduct field data post-processing.
6. Convert existing model(s) to the datum specified above.
7. Identify representative locations for comparison between as-built and current cross-section.
8. Compare current cross-sections (either collected in the field or from existing hydraulic models where new survey not conducted) with design cross-sections and prepare graphic and numerical comparison of design cross-sections to current cross-section at the selected locations.
9. Prepare a draft technical memorandum to present the raw and processed field data and comparisons between current and design cross-sections for District's review, and address District's review comments prior to submitting a final technical memorandum.

Task 3—Assumptions Include:

1. Survey crew will have access to District facilities to be surveyed.

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2. District will provide notifications and obtain permission for access as needed for surveys to be conducted on private property.
3. Complete cross-section surveys will be performed for Wildcat Creek, Edmundson Creek, and portions of Greystone Creek and Sierra Creek; check section surveys will be performed for Upper Penitencia Creek; and no cross-section surveys will be performed for Calera Creek, Los Coches Creek, Barron Creek, Rodeo Creek, or Guadalupe River.

Task 3—Deliverables

1. Draft and Final Technical memorandum presenting raw and processed field data, comparisons of as-built and/or model cross sections to surveyed sections at selected locations including electronic source files.

Task 4—Hydraulics Analyses

- A. The purpose of this task is for Consultant to conduct hydraulics analyses needed to evaluate channel capacity under existing conditions and a range of maintenance scenarios consistent with the Final Scope of Work as completed in Task 2. The results of these analyses will form the basis for developing maintenance thresholds in the Stream Maintenance Guidelines.
- B. Consultant will:
 1. Convert existing model(s) to the NAVD88 vertical datum as needed.
 2. Create new one-dimensional steady state flow geo-referenced HEC-RAS models if reliable recent models are unavailable, or update or supplement available models using new cross sections to achieve reasonable confidence level for maintenance purposes.
 3. Update existing HEC-RAS models with recently surveyed cross-sections and other data as required. Existing model geometry will be replaced with new cross-sections only when cross section-comparison (Task 3) indicates updating is warranted.
 4. Identify channel reaches (by station) based on LOS flow, geomorphic conditions or other field conditions noted under Task 2.
 5. Identify a “typical” cross-section for each channel reach that represents the general geometry of the channel throughout the reach.
 6. Identify Manning’s n values to be applied to each model reach for baseline, existing and maintenance scenario conditions. Based on District’s feedback on the Manning’s n values, evaluate and update the new model to reflect current channel vegetation conditions for Manning’s roughness value using new surveyed vegetation conditions and locations.

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7. Develop an “atlas” of Manning’s n values by compiling channel photographs and associated roughness values for each “typical” cross-section. The atlas can serve as a field guide for estimating channel roughness.
8. Identify sediment accumulation scenarios to be used for maintenance conditions.
9. If stream gauge data is available for the channel reach, calibrate HEC-RAS model against available known water surface elevations and/or surveyed high water marks, and test sensitivity of computed water surface elevations to Manning’s roughness coefficient.
10. Run HEC-RAS models for LOS flows under baseline, existing and maintenance scenario conditions.
11. Develop a nomograph for each creek facility relating water surface, roughness and sediment accumulation for each reach of each channel facility, based on model results for the “typical” cross-section.
12. Prepare a draft hydraulic analysis report for District’s review and address District’s review comments prior to preparing a final hydraulic analysis report. The report will include a description of modeling methods, assumptions, and data sources; modeling files; a summary of the hydraulic analysis results; and documentation of method for Manning’s n-value selection.

Task 4—Deliverables

1. A draft and final hydraulic analysis report that includes:
 - a. A description of modeling methods assumptions and data sources;
 - b. Modeling files (electronic);
 - c. A summary of hydraulic analysis results; and
 - d. Documentation of method for Manning’s n selection.
2. Nomographs relating water surface, roughness and sediment accumulation for each reach of each channel facility, based on model results.
3. An “atlas” with description of vegetation type and composition for Manning’s n values found in Santa Clara County with sample photographs.
4. Modeled water surface elevations with design freeboard requirements and identify where LOS freeboard requirements are not met.

Task 4—Assumptions

1. Available hydraulic models, survey data, and design and as-built structure drawings will be provided by the District.

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2. Calibration data including gauge records, high water marks, flood photos, and observations will be provided by the District for each facility as available.
3. LOS flow rate and design freeboard will be provided by the District for each facility.

Task 5—Stream Maintenance Guidelines Development

- A. The purpose of this task is for Consultant to integrate the hydrologic, hydraulic, survey, geomorphic, and biologic data collected, analyzed, or developed in the previous tasks and synthesize this information into Stream Maintenance Guidelines.
- B. The Stream Maintenance Guidelines will be organized according to individual stream/creek facilities and further specified according to reach-specific conditions. The Guidelines will include quantitative guidelines to evaluate the need to conduct sediment removal or vegetation management activities. The Consultant will develop a consistent methodology for developing the Guidelines, which will be based on numeric criteria and defined performance standards.
- C. Consultant will develop an easy-to-reference template for the Maintenance Guidelines. The template contains sample summary information in table or chart format, with the “back up” information referenced in clear, well-organized appendices.
- D. Consultant will develop separate and unique Stream Maintenance Guidelines for each reach of the listed facilities below.

Facility	Watershed	Station	
		GIS (from)	GIS (to)
Barron Creek	Lower Peninsula	0+00	190+00
Wildcat Creek	West Valley	0+00	194+80
Rodeo Creek		0+00	113+98
Greystone Creek	Guadalupe	0+00	81+89
Guadalupe River		0+00	1074+15
Calera Creek	Coyote	0+00	75+17
Los Coches Creek		0+00	63+00
Sierra Creek		0+00	110+68
Upper Penitencia Creek		0+00	219+06
Edmundson Creek	Uvas/Llagas (Pajaro)	0+00	43+39

- E. Based on District's priority, Consultant will complete the Stream Maintenance Guidelines for the Calera Creek, Wildcat Creek, Greystone Creek, Los Coches Creek, and Edmundson Creek facilities before completing the Stream Maintenance Guidelines for the Barron Creek,

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Guadalupe River, Sierra Creek, Rodeo Creek, and Upper Penitencia Creek facilities (See also Attachment Two, Schedule of Completion).

F. Each Stream Maintenance Guideline will:

1. Summarize reach location, ownership, maintenance responsibilities, easements, locations of maintenance roads, and access.
2. Summarize known information for each reach, such as channel type, floodwalls, levees, channel geometry, instream features, bed slope, agreements, maintenance history, et al., and include aerial photos/maps.
3. Summarize the maintenance history of the reach (based on information provided by the District and collected in Task 2).
4. Describe vegetation type, percent coverage, and composition, including existing vegetation roughness conditions throughout the reach and at representative cross-section. Include diagrams of design and existing vegetation roughness conditions.
5. Document the results of the hydraulic analysis in terms of channel capacity relative to LOS flows and required freeboard, based on the nomographs developed in Task 4.
6. Identify the potential need for maintenance under each of modeled maintenance scenarios using the nomographs and other figures and text. Clearly identify the combination of roughness and sediment accumulation that results in a modeled water surface elevation that is higher than the target freeboard level, indicating the need for maintenance.
7. Provide photographs and figures to help identify roughness values and sediment accumulation corresponding to different maintenance conditions shown on the nomograph.
8. Include detailed write-up and tables for the creeks, which would provide reach-specific guidelines for field inspections
9. Include detailed information about the following:
 - (a) Channel reaches with hydraulic constrictions (e.g., under-sized culverts, bridge abutments, railroad trestles, utility crossings, and other natural or human-caused obstructions) potentially causing backwater conditions, increased water surface elevations, bank instabilities, or fish passage barriers;
 - (b) Channel reaches that are a priority for maintenance based on chronic problems, such as sediment accumulation, debris accumulation, flooding, or excessive erosion, and an assessment of the chronic problem causes.

SCHEDULE P SCOPE OF SERVICES

Task 5—Deliverables

1. Draft Stream Maintenance Guidelines;
2. Final Stream Maintenance Guidelines; and
3. Copies of exhibits/figures/tables in the format in which they will be created in (such as AutoCAD, Excel, Arc Map, etc.).

Task 6—Supplemental Services

The District may require, and the Consultant shall perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, the Consultant must obtain written authorization in the form of a Task Order approved by the District's authorized representative. The form of this Task Order will be as per the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, Subsection 13, Task Orders, and Appendix Three of the Standard Consultant Agreement, Task Order Template.

A. Specific examples of possible Supplemental Services include:

- Establish permanent monuments to facilitate re-survey of selected cross sections for maintenance monitoring purposes
- Supplementary field data collection to support creation, updating and/or calibration of hydraulic models.
- Modifications to previously-developed maintenance guidelines based on updated LOS or other information.
- Regulatory agency coordination support
- Workshops, training or other support for District maintenance staff.
- Additional Meetings.
- Additional time allotted for meetings.
- Additional status/progress reports.
- Expanded level of effort for hydraulic modeling (beyond what is described in Task 3) and/or additional hydraulic modeling tasks.
- Expanded level of effort for field data collection (beyond what is described in Task 4) and/or additional field data collection.

**SCHEDULE P
SCOPE OF SERVICES**

- 7. ATTACHMENTS.** The following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule P—Fees and Payments

Attachment Two to Schedule P—Schedule of Completion

Attachment Three to Schedule P—Consultant's Key Staff and Subconsultants

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**ATTACHMENT ONE
TO SCHEDULE P
FEES AND PAYMENTS**

1. Total Authorized Funding.

Total payment for Services performed, to the satisfaction of District, as described in the Schedule(s) will not exceed a total amount of **\$996,000** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown.

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed, or fees paid by the District to the Consultant, for Supplemental Services without prior written authorization by the District as stated in Schedule P, Scope of Services.

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees
1	Project Management and Coordination	\$120,000
2	Data Collection, Review, and Preliminary Investigation	\$176,000
3	Perform Surveying	\$140,000
4	Hydraulics Analyses	\$170,000
5	Stream Maintenance Guidelines Development	\$310,000
6	Supplemental Services	\$80,000
Total Not-to-Exceed Fees		\$996,000

3. Terms and Conditions.

Payments for Services performed, as described in this Schedule, which applies to the specific Services, will be based on the following terms:

- A.** The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B.** The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 24 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost

**ATTACHMENT ONE
TO SCHEDULE P
FEES AND PAYMENTS**

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 Deputy Officer or his/her designee.

C. Reimbursable Expenses.

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses will be billed on a monthly basis at actual cost plus 0% linked to each Agreement Task, as approved by the District Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.
- 2) Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
- 3) Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of rideshare expenses or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model.

- D.** Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 2.5%. Consultant shall provide invoices for all such services regardless of cost.

E. [NOT USED]

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**ATTACHMENT ONE
TO SCHEDULE P
FEES AND PAYMENTS**

F. Prevailing Wage Requirements.

- 1) The Scope of Services described in Task 2 Planning Services and Task 3 Supplemental Services is considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
- 2) In accordance with the prevailing wage law, 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>.

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**ATTACHMENT ONE
TO SCHEDULE P
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: Environmental Science Associates (ESA)	
Project Technician I	\$67.90
Project Technician II	\$97.53
Project Technician III	\$124.88
Associate I	\$75.88
Associate II	\$91.40
Associate III	\$106.51
Senior Associate I	\$106.90
Senior Associate II	\$118.56
Senior Associate III	\$139.05
Managing Associate I	\$134.35
Managing Associate II	\$150.91
Managing Associate III	\$182.83
Director I	\$165.58
Director II	\$192.64
Director III	\$229.66
Subconsultant(s): Horizon Water & Environment (Horizon)	
Principal	\$225.06
Director	\$200.16
Senior Associate II	\$190.07
Senior Associate I	\$180.15
Associate II	\$165.18
Associate I	\$160.13
Analyst II	\$145.16
Analyst I	\$135.07
Surveyor	\$115.05
GIS Technician	\$135.07
Technical Editor	\$105.13
Admin	\$90.15

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**ATTACHMENT TWO
TO SCHEDULE P
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on July 31, 2022, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
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 and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Completion Date (Duration from Notice to Proceed)
1	Project Management and Coordination	Term of Agreement
2	Data Collection, Review, and Preliminary Investigation	
	Calera Creek, Wildcat Creek, Greystone Creek, Los Coches Creek, and Edmundson Creek	12 months
	Barron Creek, Guadalupe River, Sierra Creek, Rodeo Creek, and Upper Penitencia Creek	24 months
3	Perform Surveying	
	Calera Creek, Wildcat Creek, Greystone Creek, Los Coches Creek, and Edmundson Creek	12 months
	Barron Creek, Guadalupe River, Sierra Creek, Rodeo Creek, and Upper Penitencia Creek	24 months
4	Hydraulics Analyses	
	Calera Creek, Wildcat Creek, Greystone Creek, Los Coches Creek, and Edmundson Creek	12 months
	Barron Creek, Guadalupe River, Sierra Creek, Rodeo Creek, and Upper Penitencia Creek	24 months
5	Stream Maintenance Guidelines Development	
	Calera Creek, Wildcat Creek, Greystone Creek, Los Coches Creek, and Edmundson Creek	12 months
	Barron Creek, Guadalupe River, Sierra Creek, Rodeo Creek, and Upper Penitencia Creek	24 months
6	Supplemental Services	Term of Agreement

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**ATTACHMENT THREE
TO SCHEDULE P
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's key staff assigned to the Project are as follows:

Team Member	Classification	Project Role	Contact Information
Michael Strom	Senior Associate III	Hydraulic Modeling	ESA 180 Grand Avenue, Suite 1050 Oakland, CA 94612 510-839-5066 Mstrom@esassoc.com
Annika Sullivan	Senior Associate III	Hydraulic Modeling	ESA 180 Grand Avenue, Suite 1050 Oakland, CA 94612 510-839-5066 asullivan@esassoc.com
Damien Kunz	Managing Associate II	Surveyor	ESA 180 Grand Avenue, Suite 1050 Oakland, CA 94612 510-839-5066 dkunz@esassoc.com
James Gregory	Managing Associate III	Hydraulic Modeling	ESA 180 Grand Avenue, Suite 1050 Oakland, CA 94612 510-839-5066 jgregory@esassoc.com
Matt Norcott	Associate III	Field Data	ESA 180 Grand Avenue, Suite 1050 Oakland, CA 94612 510-839-5066 jgragg@esassoc.com
Christie Beeman	Director III	Project Manager	ESA 180 Grand Avenue, Suite 1050 Oakland, CA 94612 510-839-5066 cbeeman@esassoc.com
Ken Schwarz	Principal	Director	Horizon Water & Environment 266 Grand Avenue, Suite 210 Oakland, CA 94610 510-986-1850 ken@horizonh2o.com
Scott Walls	Senior Associate I	Survey	Horizon Water & Environment 266 Grand Avenue, Suite 210 Oakland, CA 94610 510-986-1850 scott@wallslandwater.com

**ATTACHMENT THREE
TO SCHEDULE P
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

Team Member	Classification	Project Role	Contact Information
Brian Piontek	Senior Associate I	Maintenance Guidelines	Horizon Water & Environment 266 Grand Avenue, Suite 210 Oakland, CA 94610 510-986-1850 brian@horizonh2o.com
Robin Hunter	Associate II	Field data	Horizon Water & Environment 266 Grand Avenue, Suite 210 Oakland, CA 94610 510-986-1850 hunter@horizonh2o.com
Johnnie Chamberlin	Analyst II	Field data	Horizon Water & Environment 266 Grand Avenue, Suite 210 Oakland, CA 94610 510-986-1850 j.chamberlin@horizonh2o.com
Victoria Kuehn	Analyst I	Maintenance Guidelines	Horizon Water & Environment 266 Grand Avenue, Suite 210 Oakland, CA 94610 510-986-1850 kuehn@horizonh2o.com

2. The following Subconsultants are authorized to perform Services on the Project:

Firm	Contact Information
Horizon Water & Environment (Horizon)	Horizon Water & Environment Ken Schwarz 266 Grand Avenue, Suite 210 Oakland, CA 94610 510-986-1850 ken@horizonh2o.com

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**ATTACHMENT FOUR
TO SCHEDULE P
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA)
2	Personal NDA (PNDA)
3	GIS Product Standards July 2017 version

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Santa Clara Valley Water District

File No.: 19-0532

Agenda Date: 6/11/2019

Item No.: 3.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Board of Directors' Quarterly Expense Report for the Quarter Ending March 31, 2019.

RECOMMENDATION:

- A. Review the Board of Directors' Quarterly Expense Report for the Quarter Ending March 31, 2019; and
- B. Approve the report, if the reimbursements comply with Board Policy.

SUMMARY:

The Board of Directors' Expense Report is submitted on a quarterly basis to the Board for review and public disclosure. According to the Governance Policies of the Board GP-10.4, a quarterly report of the per diem and expense reimbursements of each Board member shall be placed on an open session Board meeting agenda for review and a determination by the Board whether the reimbursements comply with the Board's reimbursement policies adopted pursuant to Section 53232.3 of the Government Code. Only expenses in compliance with those policies may be reimbursed by the District.

FINANCIAL IMPACT:

The reimbursements sought are within the 2018/19 Directors' budget.

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: Quarterly Expense Reports

UNCLASSIFIED MANAGER:

Darin Taylor, 408-630-3068

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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS'
QUARTERLY EXPENSE REPORT

FOR THE QUARTER ENDING 3/31/19

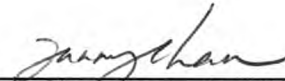


Valley Water

Clean Water • Healthy Environment • Flood Protection

**Santa Clara Valley Water District
Board of Directors' Expenses
For the Quarter Ending 3/31/19
Summary
(Unaudited ~ for Board of Directors' review)**

	Gross ¹ Fee	Mileage ²	Board ³ Approved	Board ⁴ Allocated	Communications ⁵ Charges	Total Current Expenses	Total Expenses Fiscal Year 2019
Tony Estremera	\$ 9,747.12	\$ 247.66	\$ 2,553.57	\$ -	\$ -	\$ 12,548.35	\$ 34,197.06
Nai Hsueh	8,887.08	-	-	-	-	\$ 8,887.08	\$ 25,991.28
Barbara Keegan	9,747.12	281.52	457.90	-	-	\$ 10,486.54	\$ 24,479.05
Gary Kremen	10,033.80	963.38	1,693.83	-	-	\$ 12,691.01	\$ 33,828.50
Linda LeZotte	10,033.80	393.82	104.39	-	-	\$ 10,532.01	\$ 28,006.36
Richard Santos	10,033.80	1,006.30	1,198.44	25.00	246.73	\$ 12,510.27	\$ 34,746.62
John Varela	<u>10,033.80</u>	<u>1,341.54</u>	<u>1,117.96</u>	<u>-</u>	<u>-</u>	<u>\$ 12,493.30</u>	<u>\$ 34,481.61</u>
Total	<u>\$ 68,516.52</u>	<u>\$ 4,234.22</u>	<u>\$ 7,126.09</u>	<u>\$ 25.00</u>	<u>\$ 246.73</u>	<u>\$ 80,148.56</u>	<u>\$ 215,730.48</u>


Prepared by Fanny Chan, Accountant II

5/9/19
Date


Reviewed by Gloria del Rosario, Accounting Manager

5/9/19
Date

1-Compensation for meetings up to 15 days per month effective 3/9/19.
2-Reimbursement for mileage @ \$0.58/mile.
3-Per GP-10.6.3.
4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.
5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: TONY ESTREMER

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
12/19/18-12/20/18 #	1 Night Lodging for the DCA Board Meeting in Sacramento	-	-	\$246.80			\$246.80
1/3/19	1. Special CIP Committee Mtg, Dist HQ	\$286.68	-				286.68
1/4/19	1. Closed Session Meeting & Special Board Meeting, Dist HQ	286.68	\$8.12				294.80
1/6/19-1/8/19	2 Nights Lodging for the MWD Mtg & Inaugural Event for Chairwoman-Elect Gloria Gray of MWD, LA	-	-	607.86			607.86
1/8/19	1. Tuesday Regular Board Meeting, Dist HQ	286.68	8.12				294.80
1/9/19	1. Special Closed Session Board Meeting, Dist HQ	286.68	8.12				294.80
1/10/19	1. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
1/11/19	1. Mtg w/ Dist Staff for Pre-DCA Meeting	286.68	-				286.68
1/14/19	1. Special Board Meeting & Closed Session Mtg, Dist HQ	286.68	8.12				294.80
	2. CIP Committee Meeting, Dist HQ	-	-				-
1/15/19	1. Meeting on Compensation, Dist HQ	286.68	-				286.68
1/16/19	1. Meeting w/ Dist Officer Nina Hawk & Dist CEO	286.68	-				286.68
1/17/19	* 1. DCA Board Meeting, Sacramento	-	-				-
	Round Trip Amtrak Tickets	-	-	72.00			72.00
1/18/19	* 1. Mtg w/ SCC Supervisor Cindy Chavez at County Bldg, San Jose	-	-				-
1/22/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	8.12				294.80
1/23/19	* 1. Redevelopment Dissolution Countywide Oversight Board Meeting of Santa Clara County	-	-				-
1/24/19	* 1. Meeting on CA WaterFix w/ Dist Staff & DCA Directors, Dist HQ	-	-				-
1/28/19	* 1. Environmental & Water Resources Committee Meeting, Dist HQ	-	-				-
1/30/19	* 1. Meeting on CA WaterFix w/ Dist Staff & DCA Directors, Dist HQ	-	-				-
1/31/19	* 1. DCA Board Meeting, Sacramento	-	-				-
	Round Trip Amtrak Tickets	-	-	80.00			80.00
	* Exceeded 10 Meetings in January						
2/4/19	1. Dinner Mtg w/ Dir. Santos & SCC Supervisor Chavez	286.68	-				286.68
2/5/19	1. Meeting w/ Director of San Gabriel Valley Water Association	286.68	-				286.68
2/6/19	1. Guest Speaker at San Gabriel Valley Water Association Quarterly Breakfast Mtg at Pomona	286.68	-				286.68
2/5-2/6	Air Fare - San Jose / Burbank	-	-	97.96			97.96
2/5-2/6	Lodging - 1 Night	-	-	296.42			296.42
2/11/19	1. CIP Committee Meeting, Dist HQ	286.68	-				286.68
2/12/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	8.12				294.80
2/20/19	1. One on One Mtg w/ Dist CEO, Dist HQ	286.68	-				286.68
2/22/19	1. La Raza Roundtable Meeting at Center for Training and Careers, San Jose	286.68	-				286.68
2/25/19	1. FAHCE Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
2/26/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	8.12				294.80

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: TONY ESTREMER

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
2/26/19	Registration Fee for ACWA Legal Briefing & CLE Workshop, Monterey - 5/7/19	-	-	275.00			275.00
2/26/19	Registration Fee for CSDA Conference, San Diego - 4/7/19-4/10/19	-	-	600.00			600.00
3/4/19	1. SCC Special Districts Meeting, Dist HQ	286.68	-				286.68
3/6/19	1. One on One Mtg w/ Dist CEO	286.68	-				286.68
3/8/19	1. D&I Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
3/9/19	1. Conference Call w/ Staff (Re: CA WaterFix)	286.68	-				286.68
3/15/19	1. Conference Call (Re: WELL Conference in Long Beach 3/28/19-3/29/19)	286.68	-				286.68
3/16/19	1. Conference Call w/ Councilwoman D. Davis (Re: Homelessness)	286.68	-				286.68
3/17/19	1. Conference Call w/ Dist Officer Melanie Richardson (Re: Homelessness Project)	286.68	-				286.68
3/18/19	1. Homeless Encampment Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
3/20/19	1. Travel to Sacramento for Meetings	286.68	89.90				376.58
3/21/19	1. Meeting w/ DCA Executive Director at Sacramento	286.68	-				286.68
	2. Meeting w/ CA Natural Resources Agency Secretary Wade Crowfoot at Sacramento	-	92.80				92.80
3/22/19	1. Conference Call w/ Dist CEO	286.68	-				286.68
3/26/19	1. Special Board Meeting, Dist HQ	286.68	8.12				294.80
	2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	-				-
3/27/19	1. Travel to Long Beach for WELL 2019 Conference	286.68	-				286.68
3/28/19	1. WELL 2019 Conference at Queen Mary Hotel, Long Beach	286.68	-				286.68
3/29/19	1. WELL 2019 Conference at Queen Mary Hotel, Long Beach	286.68	-				286.68
3/27/19	Uber Ride Fee from Airport to Hotel	-	-	51.57			51.57
3/27-3/28	Meals	-	-	76.00			76.00
3/27-3/29	Air Fare - San Jose / Santa Ana	-	-	149.96			149.96
		\$9,747.12	\$247.66	\$2,553.57	\$0.00	\$0.00	\$12,548.35

Note: # Data Submitted on District Purchasing Card Payment to Hyatt Regency Sacramento on 12/20/18 and Not Reported on Quarter Ending 12/31/18

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: NAI HSUEH

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
1/3/19	1. Special CIP Committee Mtg, Dist HQ	\$286.68	-				\$286.68
1/4/19	1. Closed Session Meeting & Special Board Meeting, Dist HQ	286.68	-				286.68
1/7/19	1. Agricultural Water Advisory Committee Meeting, Dist HQ	286.68	-				286.68
1/8/19	1. Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
1/9/19	1. Special Closed Session Board Meeting, Dist HQ	286.68	-				286.68
1/11/19	1. Special Board Policy and Planning Committee Meeting, Dist HQ	286.68	-				286.68
1/14/19	1. Special Board Meeting & Closed Session Mtg, Dist HQ	286.68	-				286.68
1/15/19	1. Landscape Committee Meeting, Dist HQ	286.68	-				286.68
1/16/19	1. Quarterly Water Retailer Meeting, Dist HQ	286.68	-				286.68
1/22/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
2/5/19	1. Monthly Landscape Committee Meeting, Dist HQ	286.68	-				286.68
2/11/19	1. CIP Committee Meeting, Dist HQ	286.68	-				286.68
2/12/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
2/13/19	1. Safe Clean Water Final IMC Meeting, Dist HQ	286.68	-				286.68
2/15/19	1. Water Conservation and Demand Management Committee Meeting, Dist HQ	286.68	-				286.68
2/20/19	1. Rinconada Water Treatment Plant Public Meeting at RWTP, 400 More Ave, Los Gatos	286.68	-				286.68
2/21/19	1. Meeting w/ CA Natural Resources Agency Secretary Wade Crowfoot at Sacramento	286.68	-				286.68
2/25/19	1. Board Policy and Planning Committee Meeting, Dist HQ	286.68	-				286.68
2/26/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
2/27/19	1. Youth Commission Meeting, Dist HQ	286.68	-				286.68
3/5/19	1. Monthly Landscape Committee Meeting, Dist HQ	286.68	-				286.68
	2. Meeting w/ Chair, CEO and Dist Counsel, Dist HQ	-	-				-
3/6/19	1. Update on Groundwater Benefit Zone Study, Dist HQ	286.68	-				286.68
	2. One on One Mtg w/ Dist CEO	-	-				-
3/8/19	1. D&I Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
3/11/19	1. CIP Committee Meeting, Dist HQ	286.68	-				286.68
3/12/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
3/13/19	1. Water 101 Academy Session 3	286.68	-				286.68
3/19/19	1. Job Shadow Day, Dist HQ	286.68	-				286.68
3/20/19	1. Quarterly Water Retailers Meeting, Dist HQ	286.68	-				286.68
	2. One on One Mtg w/ Dist CEO	-	-				-

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)

DIRECTOR: NAI HSUEH

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
3/22/19	1. Briefing on Saratoga Creek Tree Removal & Regnart Creek Trail Project	286.68	-				286.68
3/25/19	1. Water Conservation and Demand Management Committee Meeting, Dist HQ	286.68	-				286.68
	2. Monthly Board Policy and Planning Committee Meeting, Dist HQ	-	-				-
3/26/19	1. Briefing for Washington DC Spring Lobby Trip, Dist HQ	-	-				-
	2. Special Board Meeting, Dist HQ	-	-				-
	3. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
		\$8,887.08	\$0.00	\$0.00	\$0.00	\$0.00	\$8,887.08

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: BARBARA KEEGAN

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
10/30/18	# 1. All Employee Meeting at Campbell Heritage Theater, Campbell	\$286.68	-				\$286.68
11/5/18	# 1. Coyote Creek Update Meeting, Dist HQ	286.68	\$8.72				295.40
	# 2. DCA Pre-Agenda Discussion Meeting	-	-				-
11/6/18	# 1. Veterans Day Event, Dist HQ	-	-				-
	# 2. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	286.68	8.72				295.40
	# 3. Meeting on WaterFix	-	-				-
11/7/18	# 1. One on One Mtg w/ Dist CEO	286.68	8.72				295.40
11/14/18	# 1. Recycled Water Committee Meeting, Dist HQ	286.68	8.72				295.40
11/15/18	# 1. DCA Board Meeting at Sacramento	286.68	-				286.68
	Per Diem Lunch & Dinner	-	-	\$30.00			30.00
	Uber Ride Fee from Train Station to Home	-	-	7.75			7.75
11/26/18	# 1. Board Policy and Planning Committee Meeting, Dist HQ	286.68	8.72				295.40
	# 2. One on One Mtg w/ Dist CEO	-	-				-
11/28/18	# 1. Meeting w/ Councilmember Dev Davis	-	-				-
	# 2. Youth Commission Meeting, Dist HQ	286.68	8.72				295.40
11/29/18	# 1. Update on Google Development, Dist HQ	286.68	8.72				295.40
	# 2. Prep for 12/3/18 Board Audit Committee Meeting, Dist HQ	-	-				-
12/3/18	# 1. Joint Recycled Water Policy Advisory Committee Mtg (City of SJ/SCVWD/City of Santa Clara)	286.68	-				286.68
	# 2. Board Audit Committee Meeting, Dist HQ	-	8.72				8.72
	# 3. 2nd Annual Volunteer Appreciation Event, Dist HQ	-	-				-
12/6/18	# 1. Update Meeting on Coyote Creek Project, Dist HQ	286.68	8.72				295.40
12/7/18	# 1. Monthly FAHCE Meeting, Dist HQ	286.68	8.72				295.40
12/10/18	# 1. One on One Mtg w/ Dist CEO	286.68	8.72				295.40
12/17/18	# 2. Mtg w/ Dir. LeZotte & Dir. Estremera (Re: CEO Compensation)	-	-				-
12/19/18	# 1. Prep for 12/20/18 DCA Board Meeting	286.68	-				286.68
12/20/18	# * 1. DCA Board Meeting at Sacramento	-	-				-
	Per Diem Lunch & Dinner	-	-	30.00			30.00
	Round Trip Amtrak Tickets	-	-	80.00			80.00
	Uber Ride Fee from Train Station to Home	-	-	8.19			8.19

* Exceeded 10 Meetings in December

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: BARBARA KEEGAN

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
1/3/19	1. Briefing w/ Dist Community Projects Mgr Usha Chatwani on Freedom Bridge, Dist HQ	286.68	9.28				295.96
	2. Interview w/ Santa Clara Weekly Reporter on Freedom Bridge, Dist HQ	-	-				-
1/4/19	1. Closed Session Meeting & Special Board Meeting - By Phone	286.68	-				286.68
1/6/19-1/8/19	SJ / Burbank Air Fare - MWD Inaugural Event & Meeting in LA - Did Not Go Due to Sickness	-	-	271.96			271.96
1/7/19	1. Prepared Compensation Spreadsheet	286.68	-				286.68
1/8/19	1. Tuesday Regular Board Meeting, Dist HQ	286.68	9.28				295.96
1/9/19	1. Meeting on Compensation	286.68	9.28				295.96
	2. Special Closed Session Board Meeting, Dist HQ	-	-				-
	3. Prep for DCA Meeting	-	-				-
1/10/19	1. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	286.68	9.28				295.96
1/11/19	1. Special Board Policy and Planning Committee Meeting, Dist HQ	286.68	9.28				295.96
	2. DCA Briefing	-	-				-
1/13/19	1. Revised Compensation Spreadsheet	286.68	-				286.68
1/14/19	1. Special Board Meeting & Closed Session Mtg, Dist HQ	286.68	9.28				295.96
1/15/19	* 1. Meeting on Compensation, Dist HQ	-	9.28				9.28
1/17/19	* 1. DCA Board Meeting, Sacramento	-	-				-
	Per Diem Lunch & Dinner	-	-	30.00			30.00
1/22/19	1. Meeting on Compensation, Dist HQ	-	-				-
	2. Meeting on BAC Charter, Dist HQ	-	-				-
	3. Board Audit Committee Meeting, Dist HQ	-	-				-
	4. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	9.28				295.96
1/23/19	* 1. Prep for 1/31/19 Councilmember Dev Davis Meeting (Re: Hope Village) , Dist HQ	-	9.28				9.28
1/24/19	* 1. Meeting on CA WaterFix, Dist HQ	-	-				-
1/28/19	* 1. One on One Mtg w/ Dist CEO	-	9.28				9.28
1/30/19	* 1. Meeting on CA WaterFix, Dist HQ	-	-				-
1/31/19	* 1. Meeting w/ Councilmember Dev Davis at San Jose City Hall	-	-				-
	2. Monthly Board Policy and Planning Committee Meeting, Dist HQ	-	-				-
	* Exceeded 10 Meetings in January						

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: BARBARA KEEGAN

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
2/12/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	9.28				295.96
2/13/19	1. One on One Mtg w/ Dist CEO	286.68	9.28				295.96
2/25/19	1. Board Policy and Planning Committee Meeting, Dist HQ	286.68	9.28				295.96
2/26/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	9.28				295.96
3/12/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	9.28				295.96
3/14/19	1. Meeting w/ Board Auditor	286.68	-				286.68
3/18/19	1. Meeting on CA WaterFix	-	-				-
	2. City of San Jose Hope Village Community Meeting	286.68	-				286.68
3/21/19	1. Santa Clara Valley Habitat Joint Governing & Implementation Board Mtg, Morgan Hill	286.68	27.84				314.52
3/25/19	1. Monthly Board Policy and Planning Committee Meeting, Dist HQ	286.68	9.28				295.96
3/26/19	1. Special Board Meeting, Dist HQ	286.68	9.28				295.96
	2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	-				-
		\$9,747.12	\$281.52	\$457.90	\$0.00	\$0.00	\$10,486.54

Note: # Data Submitted on Expense Claim Dated on 4/8/19 and Not Reported on Quarter Ending 12/31/18

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: GARY KREMEN

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
12/12/18	# Ticket Fee for SCC Supervisor Yeager's Retirement Event at Orchard City Banquet Hall, Campbell	-	-	\$65.00			\$65.00
1/3/19	1. Meeting w/ Dist Staff (Re: Water Reuse Master Plan), Dist HQ	\$286.68	\$24.36				311.04
	2. Meeting w/ Dist Staff on Biosecurity Presentation, Dist HQ	-	-				-
1/4/19	1. Closed Session Meeting & Special Board Meeting, Dist HQ	286.68	24.36				311.04
1/6/19	1. Dinner Meeting w/ MWD Chairwoman-Elect Gloria Gray, LA	286.68	-				286.68
1/7/19	1. Mtg w/ Brian Thomas of the DCA Finance Authority	286.68	-				286.68
1/8/19	1. Phone Call Briefing for 1/10/19 SLDMWA Board Meeting	-	-				-
	2. Inaugural Event for MWD Chairwoman-Elect Gloria Gray at the Metropolitan Water District, LA	-	-				-
1/6/19	Air Fare - San Jose to Burbank	-	-	250.98			250.98
1/8/19	Air Fare - Burbank to San Jose	-	-	135.98			135.98
1/8/19	Meals at Burbank Airport (Lunch Per Diem)	-	-	10.00			10.00
1/6-1/8	Airport Parking	-	-	90.00			90.00
	3. Tuesday Regular Board Meeting, Dist HQ	286.68	24.36				311.04
1/9/19	1. Special Closed Session Board Meeting - Participated by Teleconference	286.68	-				286.68
1/10/19	1. SLDMWA Board of Directors Meeting, Los Banos	286.68	110.20				396.88
	Lunch Per Diem	-	-	10.00			10.00
1/11/19	1. Briefing for 1/17/19 DCA Board Meeting	-	-				-
	2. Meeting w/ Dist Officer Rick Callender and Nina Hawk	-	-				-
	3. Meeting w/ Dist CFO Darin Taylor	286.68	24.36				311.04
1/14/19	1. Special Board Meeting & Closed Session Mtg, Dist HQ	286.68	24.36				311.04
	2. Phone Call w/ Dist Officer Melanie Richardson on Stanford GUP	-	-				-
	3. Water Ambassador Selection	-	-				-
1/16/19-1/17/19	Hotel No Show Charge - Did not Drive to Sacramento on 1/16/19 Due to Storm & Severe Rain	-	-	651.45			651.45
1/17/19	* 1. DCA Finance Authority Board Meeting, Sacramento	-	138.04				138.04
1/18/19	* 1. Meeting w/ Dir. Hsueh, Dist HQ	-	24.36				24.36
1/22/19	1. One on One Mtg w/ Dist CEO, Dist HQ	-	-				-
	2. Meeting on Palo Alto Recycled Water	-	-				-
	3. Board Audit Committee Meeting, Dist HQ	-	-				-
	4. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	24.36				311.04
1/24/19	1. Meeting on CA WaterFix, Dist HQ	-	-				-
	2. Prep Meeting for Biosecurity Presentation, Dist HQ	-	-				-
	* 3. SFC JPA Board Meeting at City of Menlo Park Council Chambers	-	24.36				24.36
	4. "Talking w/ Henrietta" Taping at Midpeninsula Media Center, Palo Alto (Re: Preparing for Flooding)	-	-				-
1/29/19	* 1. Meeting w/ Dist Staff on Sites Reservoir	-	-				-
1/30/19	* 1. Meeting on CA WaterFix, Dist HQ	-	24.36				24.36
	2. District ERG Inaugural Event for Women of Water, Dist HQ	-	-				-

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: GARY KREMEN

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
2/3/19	1. Water Security and SCADA Security Meeting	286.68	-				286.68
2/7/19	1. Water Biosecurity Presentation and Research	286.68	-				286.68
2/11/19	1. Presentation on Water Biosecurity at Stanford University	286.68	5.80				292.48
2/12/19	1. One on One Mtg w/ Dist CEO, Dist HQ	-	-				-
	2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	24.36				311.04
2/13/19	1. Celebrating the Reopening of Stevens Creek Trail	286.68	-				286.68
	2. Briefing on SLDMWA, Via Phone	-	-				-
2/14/19	1. Phone Meeting w/ SC County Supervisor Simitian (Re: Upstream Detention)	286.68	-				286.68
2/20/19	1. Rinconada Water Treatment Plant Public Meeting at Rinconada Water Treatment Plant	286.68	26.68				313.36
2/21/19	1. DC Finance Authority Board Meeting at Library Galleria, 828 I St, Sacramento	286.68	133.40				420.08
2/20-2/21	Lodging (1 Night)	-	-	309.87			309.87
2/20-2/21	Hotel Parking	-	-	32.00			32.00
2/21/19	Breakfast	-	-	14.00			14.00
2/21/19	Lunch	-	-	16.00			16.00
2/22/19	1. Water Storage and Exploratory Committee Meeting, Dist HQ	286.68	-				286.68
2/26/19	1. Mtg w/ District Employees Association Union at The Fish Market (Re: Dist Labor Business)	-	-				-
	Meals Expenses w/ Dist Employees Association Officers	-	-	108.55			108.55
	2. One on One Mtg w/ Dist CEO, Dist HQ	-	-				-
	3. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	24.36				311.04
2/28/19	1. Mtg w/ UC Researchers and Valley Water Staff	-	-				-
	* 2. SFC JPA Board Meeting at City of East Palo Alto	-	11.60				11.60
	* Exceeded 10 Meetings in February						
3/2/19	1. Phone Call w/ Dir. Santos & Dir. Keegan (Re: Incident at Santa Teresa Water Treatment Plant)	286.68	-				286.68
3/4/19	1. Mtg w/ Dist CFO Darin Taylor on Protection & Augmentation of Water Supplies Report (PAWS)	286.68	-				286.68
3/5/19	1. Briefing for Monthly SLDMWA Board Meeting	286.68	-				286.68
3/6/19	1. Meeting w/ Dist Officer Nina Hawk	286.68	-				286.68
3/7/19	1. Reviewed, Edited & Approved NextDoor Post on Silicon Valley Advanced Water Purification Tours	286.68	-				286.68
3/8/19	1. Meeting w/ Dist Officers Nina Hawk and Garth Hall on Water Storage	286.68	26.68				313.36
	2. Update on Groundwater Benefit Zone Study	-	-				-
3/12/19	1. Update on Emergency Services Communications, Dist HQ	-	-				-
	2. One on One Mtg w/ Dist CEO	-	-				-
	3. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	26.68				313.36

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: GARY KREMEN

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
3/13/19	1. DCFA Conference Call	-	-				-
	2. SF Regional Water Quality Control Bd Hearing at Elihu M. Harris Bldg, 1515 Clay St, Oakland	286.68	26.68				313.36
3/14/19	1. Meeting w/ Rick Callender on Various Topics	286.68	-				286.68
3/15/19	1. Palo Alto Recycling Letter Edit	286.68	-				286.68
3/18/19	1. Mtg w/ Palo Alto Councilmember Tom DuBois (Re: Recycling)	-	2.90				2.90
	2. WaterFix Meeting	286.68	26.68				313.36
	3. DCA/DCFA Conference Call	-	-				-
3/20/19	1. Imagine H2O Water Innovation Week Event - Served on a Judging Panel	-	-				-
	2. Travel to Sacramento for 3/21/19 DCFA & Secretary Crowfoot Meetings	286.68	133.40				420.08
3/21/19	1. Meeting w/ DCA Executive Director Kathryn Mallon	-	-				-
	2. Meeting w/ Secretary Crowfoot	286.68	-				286.68
3/22/19	1. De-brief on Secretary Crowfoot Meeting	286.68	-				286.68
3/25/19	* 1. Speak w/ Staff on Groundwater Well Issues Request	-	-				-
3/26/19	1. Special Board Meeting, Dist HQ	286.68	26.68				313.36
	2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	-				-
3/27/19	* 1. Meeting w/ Darin Taylor (Re: Follow up on Financing Document ; Bio Edit)	-	-				-
	* Exceeded 15 Meetings in March						
		\$10,033.80	\$963.38	\$1,693.83	\$0.00	\$0.00	\$12,691.01

Note: # Data Submitted on District Purchasing Card Payment to the EB Ken Yeager Celebration on 12/11/18 and Not Reported on Quarter Ending 12/31/18

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)

DIRECTOR: LINDA LEZOTTE

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
1/3/19	1. Special CIP Committee Mtg, Dist HQ	\$286.68	\$5.22				\$291.90
	2. Meeting on BAO Compensation, Dist HQ	-	-				-
1/4/19	1. Closed Session Meeting & Special Board Meeting, Dist HQ	286.68	-				286.68
1/7/19	1. Mtg w/ Board Vice Chair	-	5.22				5.22
1/8/19	1. Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
1/9/19	1. Special Closed Session Board Meeting, Dist HQ	286.68	-				286.68
	2. Meeting on BAO Compensation, Dist HQ	-	5.22				5.22
1/10/19	1. One on One Mtg w/ Dist CEO, Dist HQ	-	5.22				5.22
	2. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	286.68	-				286.68
1/14/19	1. Special Board Meeting & Closed Session Mtg, Dist HQ	286.68	-				286.68
	2. CIP Committee Meeting, Dist HQ	-	-				-
1/15/19	1. Meeting w/ Dir. Keegan & Dir. Estremera, Dist HQ	286.68	5.22				291.90
	2. Meeting w/ Dist Counsel, Dist HQ	-	-				-
1/16/19	1. Quarterly Water Retailer Meeting, Dist HQ	286.68	5.22				291.90
1/17/19	1. SCV Habitat Joint Governing & Implementation Board Mtg at Morgan Hill Council Chambers	286.68	24.94				311.62
1/18/19	1. Mtg w/ Dist Staff (Re: Chair's Column for District's Newsletter)	-	5.22				5.22
	2. Mtg w/ Silicon Valley Career Pathways (Re: Video)	286.68	-				286.68
1/21/19	* 1. Meeting w/ Dir. Keegan & Dir. Estremera, Dist HQ	-	5.22				5.22
1/22/19	* 1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	-				-
1/23/19	* 1. Water Commission Meeting, Dist HQ	-	5.22				5.22
	2. Safe Clean Water IMC Meeting, Dist HQ	-	-				-
1/30/19	* 1. One on One Mtg w/ Dist CEO, Dist HQ	-	5.22				5.22
	2. District ERG Inaugural Event for Women of Water, Dist HQ	-	-				-
1/31/19	1. Meeting w/ Vice Chair Dir. Hsueh	-	-				-
	* 2. Monthly Board Policy and Planning Committee Meeting, Dist HQ	-	5.22				5.22
	3. Meeting w/ District External Affairs Division, Dist HQ	-	-				-
	* Exceeded 10 Meetings in January						
2/4/19	1. One on One Mtg w/ Dist CEO, Dist HQ	286.68	5.22				291.90
2/6/19	1. LAFCO Meeting at Board of Supervisor Chambers, 70 West Hedding St., San Jose	286.68	7.54				294.22
	Parking Meter Fee	-	-		\$2.00		2.00
	2. Welcome Remarks for Water 101 Academy Session 1, Dist HQ	-	5.22				5.22
2/7/19	1. Meeting w/ Vice Chair Dir. Hsueh, CEO & Clerk of the Board (Re: Board Committees), Dist HQ	286.68	5.22				291.90
2/7/19	Purchased 250 Business Cards from Think Inc	-	-		96.14		96.14

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)

DIRECTOR: LINDA LEZOTTE

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
2/11/19	1. Mtg w/ Dist CEO	286.68	-				286.68
	2. CIP Committee Meeting, Dist HQ	-	5.22				5.22
2/12/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
2/13/19	1. Media Event - Joint Mtg w/ San Jose Officials	286.68	6.38				293.06
	2. Safe Clean Water Final IMC Meeting, Dist HQ	-	5.22				5.22
2/15/19	1. Water Conservation and Demand Management Committee Meeting, Dist HQ	286.68	5.22				291.90
	2. Media Event - Metro Phone Interview	-	-				-
2/19/19	1. One on One Mtg w/ Dist CEO, Dist HQ	-	5.22				5.22
2/20/19	1. Campbell Chamber of Commerce Luncheon Event	-	3.48				3.48
	2. Taping at Dist HQ for SVAWPC Visitor Center Video	-	5.22				5.22
2/21/19	1. Meeting w/ CA Natural Resources Agency Secretary Wade Crowfoot at Sacramento Parking Fee	286.68 -	146.16 -		6.25		432.84 6.25
2/25/19	1. One on One Mtg w/ Dist CEO, Dist HQ	-	-				-
	2. FAHCE Ad Hoc Committee Meeting, Dist HQ	286.68	5.22				291.90
	3. Board Policy and Planning Committee Meeting, Dist HQ	-	-				-
2/26/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
2/28/19	1. Landscape Summit 2019, Dist HQ	-	5.22				5.22
	* 2. SCC Emergency Operational Area Council Mtg at Sheriff's Auditorium, 55 W. Younger Ave, San Jose	-	7.54				7.54
	* Exceeded 10 Meetings in February						
3/1/19	1. Dist Staff Briefing on LAFCO, Dist HQ	286.68	5.22				291.90
3/4/19	1. One on One Mtg w/ Dist CEO, Dist HQ	-	-				-
	2. SCC Special Districts Meeting, Dist HQ	286.68	5.22				291.90
3/5/19	1. Meeting w/ Vice Chair, CEO and Dist Counsel, Dist HQ	286.68	5.22				291.90
3/7/19	1. Lake Almaden Presentation to Almaden Valley Rotary at Fish Market, San Jose	286.68	5.22				291.90
3/8/19	1. Conference Call Meeting in Dist HQ w/ SF Regional Water Board Member	286.68	5.22				291.90
3/11/19	1. One on One Mtg w/ Dist CEO, Dist HQ	-	5.22				5.22
	2. CIP Committee Meeting, Dist HQ	286.68	-				286.68
3/12/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
3/15/19	1. Mtg w/ Dist Staff (Re: Update on Groundwater Benefit Zone Study), Dist HQ	286.68	5.22				291.90
	2. Mtg w/ Dist Counsel Stan Yamamoto (Re: Board Agenda), Dist HQ	-	-				-
3/18/19	1. LAFCO Finance Committee Mtg at LAFCO Office, 777 North First Street, Suite 410, San Jose	286.68	7.54				294.22

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: LINDA LEZOTTE

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
3/19/19	1. Attend Job Shadow Day - Provide Comments and Present Certificates to Attendees	286.68	5.22				291.90
3/20/19	1. Quarterly Water Retailers Meeting, Dist HQ	286.68	5.22				291.90
	2. Presentation at Thousand Oaks Neighborhood Association Meeting	-	3.48				3.48
3/21/19	1. Santa Clara Valley Habitat Joint Governing & Implementation Board Mtg, Morgan Hill	286.68	24.94				311.62
3/22/19	1. Conference Call w/ Dist CEO	286.68	-				286.68
3/25/19	1. Water Conservation and Demand Management Committee Meeting, Dist HQ	286.68	5.22				291.90
	2. Monthly Board Policy and Planning Committee Meeting, Dist HQ	-	-				-
3/26/19	1. Signing of USACE Upper Llagus Permit	-	-				-
	2. Special Board Meeting, Dist HQ	286.68	-				286.68
	3. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	-				-
		\$10,033.80	\$393.82	\$104.39	\$0.00	\$0.00	\$10,532.01

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: RICHARD SANTOS

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
1/4/19	1. Closed Session Meeting & Special Board Meeting, Dist HQ	\$286.68	\$20.88				\$307.56
1/7/19	1. Agricultural Water Advisory Committee Meeting, Dist HQ	286.68	20.88				307.56
1/8/19	1. Milpitas Chamber of Commerce Business Breakfast Mtg at Milpitas Senior Center Breakfast Ticket Fee	-	9.28				9.28
		-	-	\$15.00			15.00
	2. Tuesday Regular Board Meeting, Dist HQ	286.68	20.88				307.56
	3. Storm Interview w/ NBC's Marianne Favro Near Berryessa Creek	-	1.16				1.16
1/9/19	1. Shoreline Project Tour w/ Major General Scott Spellmon at South Bay Yacht Club, San Jose	-	13.92				13.92
	2. Special Closed Session Board Meeting, Dist HQ	286.68	20.88				307.56
1/12/19	1. Community Mtg w/ Councilmember Lan Diep (Re: Homeless & Flood Control Issues)	286.68	1.16				287.84
1/14/19	1. Special Board Meeting & Closed Session Mtg, Dist HQ	286.68	20.88				307.56
	2. Phone Interview w/ KCBS Radio (Re: Shoreline Project)	-	-				-
	3. Berryessa Citizens Advisory Council Meeting at Berryessa Community Center	-	1.16				1.16
1/15/19	1. Landscape Committee Meeting, Dist HQ	286.68	20.88				307.56
1/16/19	1. Lunch Mtg w/ Dist Officer Nina Hawk at Fish Market Restaurant (Re: District Issues)	-	-				-
	2. Mtg w/ Dist CEO Norma Camacho (Re: District Issues)	286.68	20.88				307.56
1/17/19	Annual Membership Fee for Milpitas Historical Society	-	-			\$25.00	25.00
1/18/19	1. Mtg w/ SCC Supervisor Cindy Chavez at County Bldg, San Jose	286.68	9.28				295.96
1/19/19	1. Penitencia Neighborhood Association's Community Mtg	286.68	1.16				287.84
1/21/19	* 1. Meeting w/ Cal Fire at 15670 Monterey St., Morgan Hill	-	32.48				32.48
1/22/19	1. Mtg w/ District Employees Association Union Officials	-	-				-
	* 2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	20.88				20.88
1/23/19	* 1. San Jose Homeless Encampment Task Force Meeting at Tully Library, San Jose	-	11.60				11.60
1/25/19	* 1. La Raza Roundtable Meeting at Center for Training and Careers, San Jose	-	11.60				11.60
1/28/19	* 1. Berryessa Business Association Meeting	-	1.16				1.16
1/30/19	1. District ERG Inaugural Event for Women of Water, Dist HQ	-	20.88				20.88
	Fax Line - Plans & Service Chg - Billing Date 1/19/19	-	-			\$47.38	47.38
	* Exceeded 10 Meetings in January						
2/1/19	1. Special Joint SLDMWA Board Meeting, Los Banos	286.68	20.88				307.56
2/3/19	1. Drove to Portion of District 3 and Observed the River and Creek Water Levels	-	17.40				17.40
2/4/19	1. Dinner Mtg w/ Dir. Estremera & SCC Supervisor Chavez (Re: Homeless Summit, etc.)	286.68	9.28				295.96
2/5/19	1. Monthly Landscape Committee Meeting, Dist HQ	286.68	20.88				307.56
	2. Phone Briefing for South County Regional Wastewater Authority Monthly Board Meeting	-	-				-
	3. Phone Briefing for Monthly SLDMWA Board Meeting	-	-				-
	4. City of Milpitas Council Meeting at Milpitas City Council Chambers (Re: Water Rates)	-	9.28				9.28

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: RICHARD SANTOS

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
2/6/19	1. One on One Mtg w/ Dist CEO, Dist HQ	-	-				-
	2. Water 101 Academy Session 1, Dist HQ	286.68	20.88				307.56
2/7/19	Purchased 250 Business Cards from Think Inc	-	-	96.14			96.14
2/11/19	1. Mtg w/ San Jose Streets/Traffic Dept Head Laura Wells (Re: Environmental Issues)	286.68	20.30				306.98
	2. Berryessa Citizens Advisory Council Meeting at Berryessa Community Center	-	1.16				1.16
2/12/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	20.88				307.56
	2. Delta Mendota Briefing from Dist Officer Garth Hall	-	-				-
2/13/19	1. Mtg w/ Dir. Varela & Dist CEO (Re: Cal Fire Contract)	286.68	20.88				307.56
2/14/19	1. Homeless Ad Hoc Committee Meeting, Dist HQ	286.68	20.88				307.56
2/15/19	1. Water Conservation and Demand Management Committee Meeting, Dist HQ	286.68	20.88				307.56
	AT&T Internet Service Charge - Bill Issue Date 1/31/19	-	-			52.65	52.65
2/20/19	1. Welcome Remarks for Water 101 Academy Session 2, Dist HQ	-	-				-
	2. One on One Mtg w/ Dist CEO, Dist HQ	286.68	20.88				307.56
2/21/19	* 1. Milpitas Historical Society Annual Gala Installation Dinner Event at Summitpointe Golf Club, Milpitas	-	9.28				9.28
	Dinner Event Fee	-	-	36.00			36.00
2/22/19	* 1. Water Storage and Exploratory Committee Meeting, Dist HQ	-	20.88				20.88
	2. La Raza Roundtable Meeting at Center for Training and Careers, San Jose	-	11.60				11.60
2/23/19	* 1. Sunnyvale Silicon Valley Chamber of Commerce's Annual Murphy Awards Dinner Event	-	17.40				17.40
2/25/19	1. Berryessa Business Association Meeting	-	1.16				1.16
2/26/19	1. District APRG Lunar New Year Luncheon Event at Ocean's Delight Restaurant, San Jose	-	13.92				13.92
	Luncheon Ticket Fee	-	-	20.00			20.00
	2. Monthly District Employees Association Meeting, Dist HQ	-	-				-
	* 3. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	20.88				20.88
2/28/19	1. Landscape Summit 2019, Dist HQ	-	20.88				20.88
	* 2. SCC Emergency Operational Area Council Mtg at Sheriff's Auditorium, 55 W. Younger Ave, San Jose	-	9.28				9.28
	Fax Line - Plans & Service Chg - Billing Date 2/19/19	-	-			47.10	47.10
	* Exceeded 10 Meetings in February						
3/1/19	1. Mtg w/ SJ Business Person Steve Borkenhagen (Re: Potential Environmental Issues of Light Tower)	-	11.60				11.60
	Parking Fee	-	-	2.25			2.25
	2. Milpitas Chamber of Commerce 26th Annual Auction & Crab Feed Event	-	6.96				6.96
3/3/19	1. CALAPRS Conference at Monterey Marriott Hotel	-	-				-
3/4/19	1. CALAPRS Conference at Monterey Marriott Hotel	286.68	-				286.68
3/5/19	1. CALAPRS Conference at Monterey Marriott Hotel	286.68	-				286.68
3/5/19	Full Conf Reg Fee & Meals for ACWA Conf & Exhibition & CLE Workshop, Monterey - 5/7/19-5/10/19	-	-	725.00			725.00

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: RICHARD SANTOS

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
3/6/19	1. SCRWA Board Meeting at 1500 Southside Drive, Gilroy	-	-				-
	2. Joint Water Resources Committee Meeting at SCRWA - City of Gilroy & City of Morgan Hill & SCVWD	286.68	44.08				330.76
	3. River Oaks Neighborhood Association Mtg at Elan Apartments Community Room, SJ	-	12.76				12.76
3/8/19	1. Site Visit of Hope Village	286.68	17.40				304.08
3/9/19	1. District 4 San Jose Councilmember Lan Diep Community Meeting	286.68	1.16				287.84
3/11/19	1. Mtg w/ Dist Staff & John Davis of TMFC Inc (Re: Coyote Creek Clean Up)	-	20.88				20.88
	2. Berryessa Citizens Advisory Council Meeting at Berryessa Community Center	286.68	1.16				287.84
3/12/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	20.88				307.56
	AT&T Internet Service Charge - Bill Issue Date 2/28/19	-	-			52.65	52.65
3/13/19	1. One on One Mtg w/ Dist CEO, Dist HQ	286.68	20.88				307.56
	2. Water 101 Academy Session 2, Dist HQ	-	-				-
	3. Milpitas Historical Society Monthly Meeting at Milpitas Public Library	-	9.28				9.28
3/18/19	1. Homeless Encampment Ad Hoc Committee Meeting, Dist HQ	286.68	20.88				307.56
3/19/19	1. Job Shadow Day, Dist HQ	-	20.88				20.88
	2. Delta Mendota Briefing by Dist Officer Garth Hall	-	-				-
3/20/19	1. Attend District Program Administrator Marty Grimes' Retirement Party	-	-				-
	2. Meeting w/ Staff Scheduler	-	20.88				20.88
3/21/19	1. SLDMWA Strategic Planning Workshop at Hotel Mission De Oro, 13070 State Hwy 33, Santa Nella	286.68	89.32				376.00
	Dinner	-	-	14.85			14.85
3/23/19	1. Water Academy Tour of Silicon Valley Advanced Purification Center	286.68	13.92				300.60
3/25/19	1. Water Conservation and Demand Management Committee Meeting, Dist HQ	286.68	20.88				307.56
3/26/19	1. Briefing by Dist Staff (Re: Shoreline Project)	-	-				-
	2. Special Board Meeting, Dist HQ	-	20.88				20.88
	3. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	-				286.68
3/27/19	1. Travel to Long Beach for WELL 2019 Conference	-	-				-
3/28/19	1. WELL 2019 Conference at Queen Mary Hotel, Long Beach	286.68	-				286.68
3/29/19	1. WELL 2019 Conference at Queen Mary Hotel, Long Beach	286.68	-				286.68
	2. Interview w/ USA Today (Re: Shoreline Project)	-	-				-
3/27-3/29	Round Trip Air Fare to Long Beach	-	-	157.97			157.97
3/27/19	Bellman Tips	-	-	10.00			10.00
3/27-3/28	Meals	-	-	61.23			61.23
3/29/19	Taxi to Airport	-	-	60.00			60.00
	Fax Line - Plans & Service Chg - Billing Date 3/19/19	-	-			46.95	46.95
TOTALS		\$10,033.80	\$1,006.30	\$1,198.44	\$25.00	\$246.73	\$12,510.27

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: JOHN VARELA

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
1/3/19	1. Lunch Mtg w/ Andrew Walters, CAO of San Jose Water Co.	\$286.68	\$31.32				\$318.00
1/4/19	1. Closed Session Meeting & Special Board Meeting, Dist HQ	286.68	24.36				311.04
1/7/19	1. Agricultural Water Advisory Committee Meeting, Dist HQ	286.68	24.36				311.04
1/8/19	1. Santa Clara County Farm Bureau Board Meeting, Morgan Hill	286.68	2.90				289.58
	2. Tuesday Regular Board Meeting, Dist HQ	-	24.36				24.36
1/9/19	1. Special Closed Session Board Meeting, Dist HQ	286.68	24.36				311.04
1/10/19	1. SLDMWA Board of Directors Meeting, Los Banos	286.68	67.28				353.96
1/11/19	1. Special Board Policy and Planning Committee Meeting, Dist HQ	286.68	24.36				311.04
1/14/19	1. SVO Chamber Coalition Mtg at SJ Chamber of Commerce Office	286.68	27.84				314.52
1/17/19	1. Morgan Hill Chamber Mixer at Morgan Hill Chamber of Commerce Office	286.68	5.80				292.48
1/18/19	1. ACWA Region 5 Board Meeting at Marina Coast Water District Board Room	286.68	59.16				345.84
	2. Mtg w/ Assemblymember Robert Rivas at San Juan Bautista	-	-				-
1/21/19	* 1. Meeting w/ Cal Fire at 15670 Monterey St., Morgan Hill	-	2.90				2.90
1/22/19	* 1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	24.36				24.36
	2. One on One Conference Call w/ Dist CEO Norma Camacho	-	-				-
1/25/19	1. Latino Family Foundation Annual Celebration, Gilroy	-	9.28				9.28
1/28/19	* 1. Conference Call Briefing on Main/Madrone Pipeline Project	-	-				-
1/29/19	* 1. Bd of Supervisors Agricultural Preservation Presentation at 70 W. Hedding Street, San Jose	-	30.16				30.16
1/30/19	* 1. Morgan Hill Chamber of Commerce Board Retreat at Salinas Marriott Hotel	-	42.92				42.92
1/31/19	* 1. San Martin Neighborhood Alliance Mtg at Lions Club, 12415 Murphy Ave, San Martin	-	8.70				8.70
	* Exceeded 10 Meetings in January						
2/1/19	1. Pajaro River Watershed Flood Prevention Authority Mtg at SBC Board of Supervisors Chambers, Hollister	286.68	29.00				315.68
2/2/19	1. Gilroy Chamber of Commerce's 2019 Spice of Life Awards Event at San Juan Oaks Golf Club, Hollister	-	30.16				30.16
2/4/19	1. Mtg w/ Dist CFO Darin Taylor, Dist HQ	286.68	24.36				311.04
	2. Mtg w/ Dist Legal Counsel Stan Yamamoto, Dist HQ	-	-				-
2/5/19	1. Monthly SCC Farm Bureau Meeting at 605 Tennant Ave., Suite H, Morgan Hill	286.68	2.90				289.58
2/6/19	1. Monthly SCRWA Mtg at 1500 Southside Drive, Gilroy	286.68	8.12				294.80
	2. LAFCO Meeting at Board of Supervisor Chambers, 70 West Hedding St., San Jose	-	34.80				34.80
2/7/19	1. Monthly SLDMWA Board Meeting, Los Banos	286.68	67.28				353.96
2/8/19	1. Community Mtg w/ Constituent Doug Muirhead, Morgan Hill	-	2.90				2.90
	2. Mtg w/ State Senator Bill Monning, Morgan Hill	-	5.80				5.80
2/11/19	Full Conf Reg Fee & Meals for ACWA Conf & Exhibition & CLE Workshop, Monterey - 5/7/19-5/10/19	-	-	\$725.00			725.00

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)

DIRECTOR: JOHN VARELA

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
2/12/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	24.36				311.04
2/13/19	1. Upper Llagas Fire Program Meeting, Dist HQ	286.68	24.36				311.04
2/14/19	1. Meeting w/ George Fohner of Loma Prieta Resource Conservation District	286.68	5.80				292.48
2/15/19	1. Joint Venture Silicon Valley State of the Valley Event at San Jose McEnery Convention Center	286.68	29.00				315.68
	2. Meeting w/ Councilmember Arenas at San Jose City Hall	-	-				-
2/19/19	1. Mtg w/ Senator Bill Monning at Sacramento Office	286.68	162.40				449.08
	2. Mtg w/ Assemblymember Ash Kalra at Sacramento Office	-	-				-
2/20/19	* 1. ACWA Agriculture Committee Meeting, Sacramento	-	-				-
	2. Mtg w/ Assemblymember Robert Rivas at Sacramento Office	-	-				-
2/19/19	Hotel Parking	-	-	29.00			29.00
2/19-2/20	Hotel Meals	-	-	42.66			42.66
2/19-2/20	Lodging - 1 Night	-	-	321.30			321.30
2/22/19	* 1. Water Storage and Exploratory Committee Meeting, Dist HQ	-	24.36				24.36
2/26/19	* 1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	24.36				24.36
2/27/19	* 1. SCC Farm Bureau Dinner Event at Sycamore Creek Vineyards, Morgan Hill	-	4.64				4.64
2/28/19	* 1. SIRS Meeting Presentation, Gilroy	-	11.60				11.60
	* Exceeded 10 Meetings in February						
3/1/19	1. Upper Llagas Creek Elected Official Meeting at Morgan Hill City Hall	286.68	2.32				289.00
3/5/19	1. Monthly SCC Farm Bureau Meeting at 605 Tennant Ave., Suite H, Morgan Hill	286.68	1.74				288.42
3/6/19	1. SCRWA Board Meeting at 1500 Southside Drive, Gilroy	286.68	15.08				301.76
	2. Joint Water Resources Committee Meeting - City of Gilroy & City of Morgan Hill & SCVWD	-	-				-
3/7/19	1. SLDMWA Board of Directors Meeting, Los Banos	286.68	69.60				356.28
3/8/19	1. Gilroy GRC Meeting at Gilroy Chamber of Commerce	286.68	5.22				291.90
	2. D&I Ad Hoc Committee Meeting, Dist HQ	-	24.36				24.36
3/12/19	1. Update on Groundwater Benefit Zone Study, Dist HQ	-	-				-
	2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	286.68	24.36				311.04
3/13/19	1. Conference Call w/ Jason Phillips & Jeff Payne of Friant Water Authority	286.68	-				286.68
3/15/19	1. Joint Venture Silicon Valley Board Meeting at Google Campus, Mountain View	286.68	42.92				329.60
3/18/19	1. Homeless Encampment Ad Hoc Committee Meeting, Dist HQ	286.68	24.36				311.04
3/19/19	1. Job Shadow Day, Dist HQ	286.68	24.36				311.04
3/20/19	1. Attend District Program Administrator Marty Grimes' Retirement Party	-	24.36				24.36
	2. Tour of Santa Teresa Building at 6850-10 Santa Teresa Blvd., San Jose	286.68	-				286.68

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

**SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTOR'S COMPENSATION
For the Quarter Ending 3/31/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: JOHN VARELA

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
3/21/19	1. SLDMWA Strategic Planning Workshop at Hotel Mission De Oro, 13070 State Hwy 33, Santa Nella	286.68	59.16				345.84
3/22/19	1. Morgan Hill Chamber of Commerce Education Committee Mtg	286.68	2.90				289.58
3/26/19	1. Conference Call Mtg w/ Dist CEO	-	-				-
	2. JVSV 5G Event at Campbell Community Center	286.68	31.32				318.00
	3. Special Board Meeting, Dist HQ	-	-				-
	4. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	-				-
3/27/19	1. Morgan Hill Chamber of Commerce Board Meeting at Union Bank	286.68	2.90				289.58
3/28/19	1. OLA Cesar Chavez Event, Dist HQ	-	24.36				24.36
	2. Little Llagas Creek Trail Extension Meeting at Morgan Hill City Hall	-	5.80				5.80
3/31/19	1. American Association of University Women's Wildflower Run at Live Oak High School, Morgan Hill	-	5.80				5.80
		\$10,033.80	\$1,341.54	\$1,117.96	\$0.00	\$0.00	\$12,493.30

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/mile.

3-Per GP-10.6.3.

4-Annual fiscal year limit of \$250 per Director per Board Resolution 11-73.

5-Per GP-10.7.

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Santa Clara Valley Water District

File No.: 19-0572

Agenda Date: 6/11/2019

Item No.: *3.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

CEO Bulletins for the Weeks of May 24 through 30, and May 31 through June 6, 2019.

RECOMMENDATION:

Accept the CEO Bulletins.

SUMMARY:

The CEO Bulletin is a weekly communication for the CEO, to the Board of Directors, 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.

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: 053019 CEO Bulletin

*Attachment 2: 060619 CEO Bulletin

UNCLASSIFIED MANAGER:

File No.: 19-0572

Agenda Date: 6/11/2019
Item No.: *3.4.

Norma Camacho, 408-630-2084

To: Board of Directors
From: Norma J. Camacho, CEO

Chief Executive Officer Bulletin Week of May 24 – 30, 2019

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
<u>1</u>	The Water Quality Lab gets Accredited for Two New Analytical Methods
<u>2</u>	New Valley Water Procurement Card Program update
<u>3</u>	Anderson Dam Security Exercise Workshop
<u>4</u>	<u>Kremen</u> Sunnyvale Bay Trail Resurfacing R-19-0007
<u>5</u>	<u>Kremen</u> What are the pros and cons of using a Section 115 Trust for the purposes of addressing the unfunded liability for pension? R-19-0009

The Water Quality Lab gets Accredited for Two New Analytical Methods

Last week, Valley Water's Water Quality Lab received accreditation for two (2) new analytical methods from the California Environmental Laboratory Accreditation Program (CA ELAP). This addition expands the laboratory's scope of analytical testing from 34 methods to 36, increasing Valley Water's ability to analyze an additional three (3) compounds and supports the treated water operations in providing safe, high quality drinking water to the County's residents.

The first method, SRL 524M-TCP, certifies the lab for analyzing 1,2,3-Trichloropropane (TCP), a regulated chemical which is required to be maintained at a level of less than five (5) parts per trillion (ppt) in drinking water. The second method, EPA Method 524.3, was certified to analyze Dibromochloropropane (DBCP) and Ethylene Dibromide (EDB). All three (3) of these chemical compounds are contaminants of concern and are now able to be detected at Valley Water's lab at levels as low as 2.5 ppt. Using state-of-the-art Gas Chromatography and Mass Spectroscopy (GCMS) equipment, the lab demonstrated the required analytical precision and accuracy, which was verified by the ELAP auditors during an on-site assessment and through proficiency testing. With this accreditation Valley Water's Water Quality Lab Chemists are now able to achieve a 4-fold lower

detection limit and improved efficiency along with the proficiency to test for additional contaminants of emerging concern.

For further information, please contact Bhavani Yerrapotu at (408) 630-2735.

New Valley Water Procurement Card Program Update

In February 2019, Valley Water deployed an enhanced procurement card program (Works Program), which provides real-time on-line Purchasing Card (P-Card) administration by Valley Water staff. Prior to implementing the Works Program, support for P-Card administration required the submittal of a request to the bank's service center and coordination with bank representatives to resolve card related issues – process of email and phone calls. Now, with the new Works Program, Valley Water staff bypass the lengthy bank support process to directly respond in real-time to Valley Water P-Card users, wherever they may be. Another substantial benefit of the enhanced program provides monthly rebate payments to Valley Water of approximately \$10,000 to \$12,000. Rebate payments are now coming in. No rebates were previously received with the prior program.

For further information, please contact Tina Yoke at (408) 630-2385.

Anderson Dam Security Exercise Workshop

On Thursday, May 23, 2019, Valley Water hosted an Anderson Dam Security Exercise Workshop with external stakeholders. The objectives of the workshop focused on reviewing the Anderson Dam Security Plan (Plan), vetting the Plan for accuracy, and obtaining feedback on how to improve the Plan.

The stakeholder participants for the workshop included representatives from Valley Water, the Department of Homeland Security, Northern California Regional Intelligence Center, Santa Clara County Sheriff's Office, San Jose Police Department, Santa Clara County Parks and Recreation Department, City of Morgan Hill Office of Emergency Services, City of San Jose Office Emergency Management, and Santa Clara County Office of Emergency Management.

The workshop was successful in garnering valuable feedback that will strengthen not only the Plan, but the organizational relationships that would need to coordinate during a security incident at Anderson Dam. This workshop will help Valley Water develop a larger Anderson Dam security exercise in Fiscal Year 2020, which will include this same stakeholder group.

For further information, please contact Tina Yoke at (408) 630-2385.

Kremen Sunnyvale Bay Trail Resurfacing R-19-0007

Valley Water is currently in the permitting phase for its Sunnyvale East Channel and West Channel Flood Protection Project (Project). The Project will ultimately provide 100-year flood protection along approximately 6.5 miles of the Sunnyvale East Channel and approximately three (3) miles of the Sunnyvale West Channel, protecting approximately 1,600 properties and 47 acres of industrial land within the City of Sunnyvale. Construction of the Project will impact several trail segments of the proposed Google, LLC trail improvement project. Therefore, in the best interest

of the public, Valley Water and Google have agreed to pursue a cost sharing agreement to achieve economic benefits and efficiencies resulting from combining the design and construction of Valley Water's Project with Google's public trail improvements for the affected trail segments. A cost sharing agreement between Valley Water and Google is pending consideration by the Valley Water Board of Directors at their May 28, 2019, hearing.

For further information, please contact Christopher Hakes at (408) 630-3796.

Kremen

What are the pros and cons of using a Section 115 Trust for the purposes of addressing the unfunded liability for pension?

R-19-0009

A Section 115 Trust is an irrevocable trust through which California public agency employers may prefund their future annual pension contributions or pay down their unfunded liability as part of a defined benefit plan. In September 2018, a bill was signed by the Governor giving CalPERS the authority to establish and manage these trusts, which is anticipated to be up and running in July 2019. Establishing a Section 115 Trust is an alternative to sending incremental contributions directly to CalPERS to pay down unfunded liability.

The advantages of a Section 115 Trust are:

- An employer can invest funds in the trust more flexibly than if those funds were contributed directly to CalPERS, meaning an agency can choose a portfolio that promises less volatility during the next economic downturn than CalPERS without sacrificing too much upside potential
- An employer can invest in the trust and can draw on it later to help smooth future annual employer contributions.

The disadvantages of a Section 115 Trust are:

- It is highly unlikely that investment returns for the trust would outperform CalPERS over the long term. Investment returns would likely range between 4% and 6% per year depending on the portfolio chosen, relative to a 7% per year targeted investment return for CalPERS
- The amount of money in the trust does not directly reduce unfunded liabilities required to be reported under GASB 68, unlike a direct contribution to CalPERS
- Money placed into the trust is irrevocable

Valley Water is planning to attend a workshop provided by CalPERS on this topic in September 2019.

For further information, please contact Darin Taylor at (408) 630-2457.

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To: Board of Directors
From: Norma J. Camacho, CEO

Chief Executive Officer Bulletin Week of May 31 – June 6, 2019

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
<u>1</u>	2019 State Legislative Days in Sacramento
<u>2</u>	State Assembly Passes Valley Water Public Works Contracting Bill
<u>3</u>	Rinconada Water Treatment Plant Public Meeting
<u>4</u>	Calabazas Creek Rehabilitation Project from Miller Avenue to Bollinger Road
<u>5</u>	4S Ranch Groundwater Bank Update
<u>6</u>	<u>Varela</u> Director Varela requested staff to follow up with JVSV Talent Partnership Program representative regarding the expansion of the existing Internship Program. I-19-0008

2019 State Legislative Days in Sacramento

On May 21 and May 22, 2019, Chair LeZotte and Director Keegan led Valley Water advocacy efforts in Sacramento for two (2) days of successful meetings with numerous state legislators, key department heads, and administration officials. The busy schedule included over 20 meetings in which the Directors and staff discussed this year's priority issues.

Meetings with Karla Nemeth, Director of the Department of Water Resources, and Chuck Bonham, Director of the Department of Fish and Wildlife, focused on regulatory permitting, Delta conveyance, the voluntary agreements, and flood control funding. There also were meetings with most of the Santa Clara County legislative delegation as well as with representatives of the Senate and Assembly leadership and relevant legislative policy committee chairs. Topics discussed included our sponsored bill AB 707 (Kalra) Valley Water Public Works Contracting, problematic ballot label requirements, regulatory permitting, flood protection funding, the Anderson Dam Seismic Retrofit Project, and the Pacheco Reservoir Expansion Project.

The Directors' participation in meetings increases Valley Water's profile in Sacramento, allows access to senior officials, and provides an opportunity to advocate for the water supply, flood protection, and environmental policy interests of the people of Santa Clara County. Valley Water is

following up on action items identified in the meetings and will keep the Board informed about state policy developments.

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

State Assembly Passes Valley Water Public Works Contracting Bill

On May 30, 2019, AB 707 (Kalra) Valley Water Public Works Contracting, our sponsored bill to increase Valley Water's competitive bidding threshold to \$50k, was passed on the Assembly floor in a vote of 73-0. After the bill was amended on the floor on May 29, 2019, the Construction Industry Force Account Council, the California State Council of Laborers, and California-Nevada Conference of Operating Engineers removed their opposition, noting that they would continue to work with the author's office on the amendments.

The amendments were negotiated by Assembly member Kalra's office acting as a liaison between the opponents and Valley Water. The opponents raised concerns over Valley Water's "force account" limit, which is the labor cost above which public works must be contracted rather than done by in-house staff. Valley Water's labor leaders were engaged throughout the process to help ensure our unions' voices were heard and their jobs were protected, and the negotiated amendments to AB 707 now achieve those goals.

The amended bill now increases Valley Water's competitive bidding threshold from \$25k to \$50k, increases our force account limit from \$5k to \$50k while maintaining existing exceptions, and adds new exceptions to the force account limit for environmental preservation and habitat management. AB 707 now moves to the Senate for further consideration.

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

Rinconada Water Treatment Plant Public Meeting

On Wednesday, June 12, 2019, Valley Water will host a public meeting at the Rinconada Water Treatment Plant to update the neighborhood on the progress of the Reliability Improvement Project (Project). This 6:00 PM meeting satisfies Valley Water's commitment to stakeholders to conduct quarterly meetings on work that is modernizing operations at the more than 50-year-old facility.

Assistant Officer, Aaron Baker, will serve as the Master of Ceremonies. The attendance and participation of Directors Kremen and Hsueh has been requested. The agenda includes a progress report on Phase 2 (two) of the five-phase Project. Phase 3 (three) is expected to begin in early 2020. Capital Engineering Manager, Mike Munson, who has led the project through planning, design and construction, is retiring in late June 2019. As such, the agenda will include this announcement and the introduction of Capital Engineering Manager, Emmanuel Aryee, as the new project manager.

For further information, please contact Rick Callender at (408) 630-2017.

Calabazas Creek Rehabilitation Project from Miller Avenue to Bollinger Road

The Calabazas Creek Rehabilitation Project (Project) objectives are to repair and stabilize channel banks that are eroding at 11 locations along the Calabazas Creek. The current schedule is to advertise for construction in spring 2020, subject to obtaining permits. It is anticipated that the construction will take two (2) seasons and be completed in October 2021.

After a right of way survey was performed, the Project team discovered 44 parcels with misaligned property line fences, including 19 parcels that affect the Project's repair work and access to the repair sites. Notifications were sent out on April 11, 2019, to all 44 parcel property owners. As of May 30, 2019, responses were received from 40 out of 44 parcel property owners agreeing to correct the misaligned property line fence and to remove any of their personal items located on the Valley Water land. Among the four (4) parcels lacking agreements, only two (2) parcels conflict with proposed repair work.

Valley Water has made the following recommendations to address the misaligned property line fencing:

- Secure a contractor via public bidding process to remove the old fence and install a new wood fence along the correct property line within eight (8) months for the 40 property owners that already agreed to the correction of the misaligned fences.
- Provide additional time for the four (4) property owners lacking agreements for further communication and resolution of the misaligned fences.

For further information, please contact Ngoc Nguyen at (408) 630-2632.

4S Ranch Groundwater Bank Update

On May 28, 2019, the San Jose Mercury News published an article referring to Valley Water's negotiations towards purchasing the 4S Ranch in Western Merced County. Valley Water continually reviews opportunities for groundwater banking to supplement its existing Semitropic banking arrangements in Kern County. In each case considered, Valley Water's approach is to bring in Valley Water surplus water in wet years and withdraw that water for use during droughts.

In this context, Valley Water considered the possibility of establishing a groundwater bank on the 4S Ranch.

However, staff have decided to no longer explore this opportunity.

For further information, please contact Garth Hall at (408) 630-2750.

Varela

Director Varela requested staff to follow up with JVSJ Talent Partnership Program representative regarding the expansion of the existing Internship Program.

I-19-0008

Valley Water received information regarding Silicon Valley Talent Partnership and is continuing to explore the opportunity for Valley Water to possibly expand the internship program. Valley Water will reach out to JVSJ Talent Partnership directly to discuss this further.

For further information, please contact Anna Noriega at (408) 630-3089.

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Santa Clara Valley Water District

File No.: 19-0598

Agenda Date: 6/11/2019

Item No.: *4.1.

BOARD OF DIRECTORS

BOARD COMMITTEE REPORTS:

Standing Reports:

- A. Delta Conveyance Design and Construction Authority Update.
- B. Delta Conveyance Finance Authority Update.

Board Committees (Summary or Meeting Agenda):

- C. Board Audit Committee
- D. *Board Policy and Planning Committee Summary
- E. *Capital Improvement Program Committee Agenda
- F. Coyote Flood Risk Reduction Ad Hoc Committee
- G. Diversity and Inclusion Ad Hoc Committee
- H. FAHCE Ad Hoc Committee
- I. Homeless Encampment Ad Hoc Committee
- J. Recycled Water Committee
- K. Water Conservation and Demand Management Committee
- L. Water Storage Exploratory Committee

Board Advisory Committees (Summary or Meeting Agenda):

- M. Agricultural Water Advisory Committee
- N. Environmental and Water Resources Committee
- O. Santa Clara Valley Water Commission
- P. *Santa Clara Valley Water District Youth Commission Summary

Board Joint Committees (Summary or Meeting Agenda):

- Q. Joint Recycled Water Advisory Committee with the City of Sunnyvale
- R. Joint Recycled Water Policy Advisory Committee with the Cities of San Jose/Santa Clara and TPAC
- S. *Joint Water Resources Committee (City of Gilroy, City of Morgan Hill, and Valley Water) Summary
- T. San Felipe Division Reach One

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MEMORANDUM

FC 14 (02-08-19)

TO: Board of Directors

FROM: Nai Hsueh,
BPPC Chairperson

SUBJECT: Board Policy and Planning Committee
(BPPC) May 30, 2019 Meeting Summary

DATE: 6/4/19

A. One Water Plan: Countywide Framework and Updated Flood Risk Approach -

The BPPC received an update and provided feedback on the One Water Framework efforts which is divided into two parts:

- 1) A One Water Countywide Framework to establish a vision, goals, objectives and strategies as guidance for future master planning work; and
- 2) Five watershed-specific plans to identify challenges and opportunities and serve as the planning tool for future implementation initiatives.

The BPPC supported presenting the information to the full Board and Board Advisory Committees.

B. Draft Fiscal Year 2019-2020 Board Work Plan Goals –

The BPPC reviewed the challenges/opportunities, focus, and monitoring information associated with the Board-approved draft FY20 Board Work Plan goals and strategies, and requested that staff revise the wording of the challenges/opportunities and focus associated with Environmental Stewardship Goal 1, Strategies 1 and 2, and then forward the draft Work Plan to the full Board on June 25th for review and approval.

C. Fiscal year 2020 Draft Board Policy Planning and Performance Monitoring Calendars and 2019 Board Advisory Committee Work plans –

The BPPC received information on the proposed FY20 Board Calendars and proposed changes to the Board Advisory Committee Work Plans that better link the two documents, and allows the advisory committees to receive timely information and provide requested input to the full Board. The Committee authorized Committee Chair Hsueh to work with staff on the Board calendars, and return to the committee for review, if necessary, before sending to the full Board for approval.

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Santa Clara Valley Water District Capital Improvement Program Committee Meeting

*District Headquarters, Boardroom
5700 Almaden Expressway, San Jose, CA 95118

***AMENDED/APPENDED REGULAR MEETING AGENDA**

**Monday, June 10, 2019
10:00 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.

Nai Hsueh, Chair, District 5
Linda J. LeZotte, Vice Chair, District
4

Tony Estremera, District 6

All public records relating to an 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 for public inspection at the Office of the Clerk of the Board at the Santa Clara Valley Water District Headquarters Building, 5700 Almaden Expressway, San Jose, CA 95118, 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 attend Board of Directors' meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 265-2600.

BETH REDMOND
Committee Liaison

NATALIE F. DOMINGUEZ,
CMC
Assistant Deputy Clerk II
Office/Clerk of the Board
(408) 265-2659
ndominguez@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 Capital Improvement Program Committee

***AMENDED/APPEDED AGENDA**

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

Monday, June 10, 2019

10:00 AM

*District Headquarters, Boardroom
5700 Almaden Expressway, San Jose, CA 95118

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: This item is reserved for persons desiring to address the Committee on any matter not on this agenda. Members of the public who wish to address the Committee on any item not listed on the agenda should complete a Speaker Form and present it to the Committee Clerk. The Committee Chair will call individuals in turn. Speakers comments should be limited to three minutes or as set by the Chair. The law does not permit Committee action on, or extended discussion of, any item not on the agenda except under special circumstances. If Committee action is requested, the matter may be placed on a future agenda. All comments that require a response will be referred to staff for a reply in writing. The Committee may take action on any item of business appearing on the posted agenda.

3. APPROVAL OF MINUTES:

3.1. Approval of April 17, 2019 Meeting Minutes.

[19-0497](#)

Recommendation: Approve the minutes.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 041719 CIP Committee Minutes](#)

Est. Staff Time: 5 Minutes

4. ACTION ITEMS:

4.1. Information on Project Labor Agreements. (Continued from April 17, 2019) [19-0592](#)

Recommendation: A. Receive information responding to the April 17, 2019 Committee request for clarification of conflicting information supporting and opposing Project Labor Agreements (PLAs);
B. Receive a presentation from Mr. Todd Kyger, Project Labor Agreement Administrator, San Francisco Public Utilities Commission (SFPUC); and
C. Discuss a recommendation to the Board of Directors whether the District should use PLAs on Santa Clara Valley Water District (Valley Water) project(s).

Manager: Michael Baratz, 408-630-2361

Attachments: [Attachment 1: 041719 Item 4.2-A, Memo from Director Keegan](#)

Est. Staff Time: 20 Minutes

4.2. Capital Project Monitoring - Design. [19-0496](#)

Recommendation: Receive and discuss information regarding the status of capital projects in the design phase.

Manager: Katherine Oven, 408-630-3126
Christopher Hakes, 408-630-3796
Ngoc Nguyen, 408-630-2632
Michael Cook, 408-630-2347

Attachments: [Attachment 1: Capital Project Monitoring - Design](#)

Est. Staff Time: 20 Minutes

4.3. Upcoming Capital Agreements and Amendments. [19-0565](#)

Recommendation: Receive information on upcoming consultant agreements and/or amendments that staff will be recommending for Board approval and provide direction as needed.

Manager: Ngoc Nguyen, 408-630-2632

Est. Staff Time: 10 Minutes

4.4. 2019 Capital Improvement Committee Work Plan. [19-0495](#)

Recommendation: Review the 2019 Capital Improvement Program Committee Work Plan and make revisions as necessary.

Manager: Michele King, 408-2630-2711

Attachments: [Attachment 1: CIP Committee 2019 Workplan](#)

Est. Staff Time: 10 Minutes

5. INFORMATION ITEMS:

6. 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.

7. ADJOURN:

- 7.1. Adjourn to Regular Meeting at 10:00 a.m., on July 8, 2019, in the Santa Clara Valley Water District Headquarters Conference Room A-124, 5700 Almaden Expressway, San Jose, California.



MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors

SUBJECT: Santa Clara Valley Water District Youth
Commission Meeting Summary for
May 22, 2019

FROM: Santa Clara Valley Water
District Youth Commission

DATE: June 11, 2019

This memorandum summarizes agenda items from the regular meeting of the Santa Clara Valley Water District Youth Commission held on May 22, 2019.

Attendees:

Valley Water Board member in attendance was: Director Nai Hsueh, District 5.

Staff members in attendance were: Ricardo Barajas, Glenna Brambill, Janet Hedley, Michal Helman, Trevor Smith, Cheryl Togami and Kristen Yasukawa.

INTERACTIVE ACTIVITY:

Ms. Janet Hedley and Mr. Trevor Smith facilitated the Youth Commissioner's interactive activity, which is used as an ice breaker prior to the action portion of the meeting. They had an opportunity to participate in the "H2O-on the Go" exercise which took them on a journey through the Natural Water Cycle and the Human Construction Water Cycle.

ACTION ITEMS:

Agenda Item 5.1 UPDATE ON SYNOPSIS FAIR AWARDS AND AWARDEES

Ms. Glenna Brambill reported on the following:

Summary:

At the December 11, 2018, Santa Clara Valley Water District Board meeting, the Board of Directors voted unanimously to support the Youth Commission's recommendation to be a Synopsis Science Fair Special Award Sponsor. In addition, the Board approved the commission's recommendation to add the following components to the Synopsis Science Fair Special Award Sponsorship:

1. Tour of district facilities for winner(s);
2. Public recognition at a Board of Directors meeting; and
3. Contribution of an additional \$550 sponsorship to the Synopsis Science Fair (the original contribution was \$550) for a total of \$1,100.

On December 18, 2018, the Synopsis Science Fair application was approved for an \$1,100 sponsorship through the district's community sponsorship application process. This \$1,100 was used as monetary awards for top placing entries in two special award categories that were solely consider water-related projects in 1) earth and environmental science, and 2) chemical and environmental engineering.

In addition, the district participated in the March 14, 2019, fair by providing staff judges for the district-sponsored special award categories.

The Synopsis Science Fair Special Award and district participation as judges is made possible through the Youth Commission's efforts to bring awareness of this science fair and its nexus with the district's mission to the Board. As a result, the district will have an opportunity to increase awareness of issues and activities related to water supply, conservation, flood protection, and stream stewardship to all middle and high school students in Santa Clara County.

The Youth Commission plans to increase its involvement in future science fairs and will discuss opportunities, such as creating judging criteria for the special awards, in the near future.

On April 7, 2019, District staff attended the Awards Ceremonies for two categories of recipients:

1. Middle Schoolers from 6th through 8th graders that received a total of \$550.00:

Third Place Winners receiving \$50 each:

Rayan SenGupta and Nicole Tsioutsouloukli

Second Place Winners receiving \$75 each:

Vedant Janapaty and Sangyani Sinha

First Place Winners receiving \$100 each:

Nithya Appannagaari, Vedavi Kavoori and Ashwini Paramesh

2. High Schoolers from 9th through 12th graders that received a total of \$800.00:

Third Place Winners receiving \$75 each:

Ashley Dang from Los Gatos High School

Shannon Miranda from Presentation High School

Second Place Winners receiving \$100 each:

Danya Balagopal from Oakwood High School

Abida Diep and Vittal Thirumalai both from Valley Christian High School

First Place Winners receiving \$150 each:

Neha Mannem and Charu Vijay from Lynbrook High School

Sriya Sridhar from Santa Clara High School

The District's donated \$1,100 was supplemented by the Santa Clara Valley Science and Engineering Fair Association of \$250 for a total of \$1,350 that was awarded.

At the May 28, 2019, Board meeting, there will be a special recognition of many of the above recipients

The Commission discussed the following items: Mr. Michael Zhao was proud as a Youth Commissioner to be part of the sponsorship for the Synopsys Fair, to bring water awareness and to pique the interests of the Fair participants, and having monetary prizes to give to the awardees.

The Commission took no action.

Agenda Item 5.2

Ms. Shloka Janapaty reported on the following:

Summary:

Youth Commission Vice Chair Janapaty, is presenting an updated presentation on Youth Citizen Science Network for direction from the full Youth Commission.

The Youth Commission is being requested to provide direction on whether to form a working group to further explore the Youth Citizen Science Network. The working group would explore the project goals and determine the feasibility of this project or alternate projects in meeting project goals in order to bring back a recommendation to the full Commission.

The following Commissioners: Mr. Michael Zhao, Ms. Adrienne Couteau, Ms. Ishita Verma, Ms. Visala Tallavarjula, Mr. Ari Feinsmith, Mr. Thomas Nguyen and Ms. Sofia Ruiz, discussed the following items: asked about the program, use of equipment, liability, interactive, shadowing, summertime would be ideal, training, adult supervision, costs of meters and targeting which high schools.

The Commission took the following action.

The Commission unanimously approved forming the Youth Citizen Science Network Working Group.

Agenda Item 5.3 UPDATE FROM SANTA CLARA VALLEY WATER DISTRICT YOUTH COMMISSION'S WORKING GROUPS

Ms. Michal Helman introduced Ms. Elise Mullen who reported on the following: the merging of the Career Shadowing and Mentorship and Job Fair Working Groups, handed out a survey since there was a low turnout response on line and will be continuing with their follow-up on partnering the Commissioners with the appropriate staff mentors.

Summary:

At the November 2018 meeting, the Santa Clara Valley Water District Youth Commission (Commission) approved three working groups to work on issues and policies that the Commission has on their work plan and calendar for this year.

This will be a standing agenda item.

BACKGROUND:

The District Act provides for the creation of advisory boards, committees, or commissions by resolution to serve at the pleasure of the Board.

Accordingly, the Board has established Board Committees, which bring respective expertise and community interest, to advise the Board, when requested, in a capacity as defined: prepare Board policy alternatives and provide comment on activities in the implementation of the District's mission for Board consideration. In keeping with the Board's broader focus, Board Committees will not direct the implementation of District programs and projects, other than to receive information and provide comment.

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

Additional report:

Mr. Ricardo Barajas reported on the May 18, 2019, River Clean Up with the following information: 47 Cleanup Sites, 1,060 Volunteers, 62 miles of creek (length of 36 golden gate bridges) 46,580 pounds of trash collected (equivalent to 17 mid-size sedans). For more information on previous cleanups, visit www.cleanacreek.org. The Youth Commission Cleanup Site: Coyote Creek Outdoor Classroom (23 Volunteers; 5 Youth Commissioners).

The Commission took no action.

Agenda Item 5.5 RECOGNITION OF OUTGOING YOUTH COMMISSION MEMBERS

Ms. Glenna Brambill reported on the following:

Summary:

Three Youth Commissioners will be graduating as the Class of 2019 and will no longer be eligible to participate on the Commission. The Youth Commission will recognize:

1. Cole Baker-representing District 7 (Director Kremen),
2. Ari Feinsmith-representing District 3 (Director Santos), and
3. Visala Tallavarjula-representing District 2 (Director Keegan).

Director Nai Hsueh was available to congratulate the graduating seniors and give the following their certificates of recognition: Mr. Cole Baker representing District 7-Director Gary Kremen, Mr. Ari Feinsmith representing District 3-Director Richard P. Santos and Ms. Visala Tallavarjula representing District 2-Director Barbara Keegan.

Mr. Ari Feinsmith was grateful for the experience of being on the Youth Commission.

Ms. Visala Tallavarjula shared being able to see water projects becoming more viable and making a change while on the Youth Commission and being the first Chair was a great experience.

Mr. Cole Baker was learning about water prior to his being a Youth Commissioner and now the experience has given him a deeper insight into water issues.

The Commission took no action.

ADJOURN INTERACTIVE ACTIVITY:

Ms. Janet Hedley and Mr. Trevor Smith facilitated the adjourning interactive activity with the Commissioners responding to lessons learned from the past few meetings and what they plan on doing in the community during the summer break.

The following Commissioners gave their feedback: Mr. Yugam Satija, Mr. Ari Feinsmith, Ms. Ishita Verma, Ms. Kalie Ching, Ms. Elise Mullen, Ms. Adrienne Couteau, Mr. Thomas Nguyen and Ms. Sofia Ruiz. They reported on the following items: Purification Center tour, Job Shadow Day learning about Valley Water's business, making a change in their respective schools on community aspects, working on projects and looking forward to completing the adopt a bench, working groups focusing on different projects, creek stewardship, making an impact in the community and looking forward to the new Commissioners coming on board and continuing the Synopsys Fair sponsorship.

If you have any questions or concerns, you may contact me at, gbrambill@valleywater.org or 1.408.630.2408.

Thank you.

Glenna Brambill, Management Analyst II,
Board Committee Liaison
Office of the Clerk of the Board



MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors

FROM: Joint Water Resources Committee (Gilroy, Morgan Hill, SCRWA, SCVWD) Meeting

SUBJECT: Joint Water Resources Committee (Gilroy, Morgan Hill, SCRWA, SCVWD) Meeting Summary for June 5, 2019

DATE: June 11, 2019

This memorandum summarizes agenda items from the meeting of the Joint Water Resources Committee (Gilroy, Morgan Hill, SCRWA, Valley Water) held on June 5, 2019.

Attendees:

Committee Members in attendance were: City of Gilroy Council Members: Hon. Marie Blankley and Hon. Dion Bracco, City of Morgan Hill Council Member: Hon. Rene Spring; Valley Water Directors: Hon. Richard P. Santos, District 3, and Hon. John L. Varela, District 1.

Staff Members in attendance were: Glenna Brambill, George Cook, Victor Gutierrez, Garth Hall, Anthony Mendiola and David Tucker.

City of Gilroy Staff Members in attendance were: Gabriel Gonzalez and Saeid Vaziry.

City of Morgan Hill Staff Members in attendance were: Chris Ghione and Dan Repp.

Public Members in attendance were: Sharon Luna (SMNA), Billy Wong (Stantec).

ACTION ITEMS

4.1 OPEN SPACE CREDIT

Mr. Anthony Mendiola presented the following agenda item:

Summary:

The purpose of this item is to obtain stakeholder comments and input on the Board's Open Space Credit Policy, specifically a staff proposal to implement an Agricultural Charge Adjustment for Williamson Act and Conservation Easement Properties.

Background

The District Board has historically recognized that agriculture brings value to Santa Clara County in the form of open space and local produce. In an effort to help preserve this value, the District Act limits the agricultural charge to be no more than 25% of the M&I charge. In 1999, to further its support for agricultural lands, a policy was put into place further limiting the agricultural groundwater production charge to no more than 10% of the M&I charge. The agricultural community currently benefits from low groundwater charges that are 2% of M&I charges in North County and 6% of M&I charges in South County. According to Section 26.1 of the District Act, agricultural water is "water primarily used in the commercial production of agricultural crops or livestock."

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, the District redirects a portion of the 1% ad valorem property taxes generated in the Water Utility, General and Watershed Stream Stewardship Funds. The South County Open Space Credit is currently estimated to be \$8.0 million in FY 2018-19 and projected to continually increase in the years that follow.

Since 2013, the Board has continued the past practice of setting the agricultural charge at 6.0% of the South County M&I charge. On September 18, 2017, in response to the President's Day Flood event, the Board's Capital Improvement Program Committee analyzed scenarios to decrease the Open Space Credit and therefore provide more funding for flood protection projects. Accordingly, alternatives were prepared to reduce the Open Space Credit by increasing the agricultural charge to 10% or 25% of the M&I charge over a multi-year timeframe. For FY 2018-19, staff recommended increasing the agricultural charge to 6.8% of the M&I charge. On May 8, 2018, the Board chose to continue the past practice of setting the agricultural charge at 6.0% of the South County M&I charge for FY 2018-19.

For FY 2019-20, staff recommended increasing the agricultural charge to 6.7% of the M&I charge, which would have been the first step in a 7-year transition toward ultimately setting the agricultural charge at 10% of the M&I charge. In addition, staff recommended implementing an adjustment that would be applied to all Williamson Act and conservation easement properties, which would result in a net agricultural charge of 6% of M&I charges for those properties. The Board chose to maintain the Open Space Credit policy as is for two more years, while pursuing other feasible revenue sources for the Open Space Credit by working with a coalition of stakeholders. The attached memo from Directors Hsueh, Estremera and Varela dated April 18, 2019 contains further details (See Attachment 1 below).



Handout 2.8-A
04/23/19

MEMORANDUM
FC 14 (02-08-19)

TO: Board of Directors

FROM: Vice Chair Nai Hsueh
Director Tony Estremera
Director John Varela

SUBJECT: Groundwater Production Charges –
Open Space Credit

DATE: April 18, 2019

This memorandum presents a discussion on the Open Space Credit (OSC) portion of Item 2.8, Annual Report on the Protection and Augmentation of Water Supplies - February 2019 and Recommended Groundwater Production and Other Water Charges for Fiscal Year 2019-2020, on the April 23, 2019 agenda.

Issue

There are many comments urging support for agriculture in Santa Clara County by continuing the current OSC practice. Although the Board has explained at various occasions, it is important to clarify one more time that this Board, present and former, has never wavered its support for agriculture. The issue facing the Board is about an "unsustainable financial future" of our property tax revenue (Fund 12, District Fund and Water Enterprise Fund.)

Background

For several years, the Board has been concerned about the affordability of OSC and, in 2018, directed staff to report back on the following:

1. Reasonableness of agriculture water usage projections in light of future development in south county and potential reduction of agriculture acreage (*staff reported on December 5, 2018 that projected future agricultural water usage is reasonable.*)
2. Feasibility of a reduced agriculture water charge for Williamson Act or Conservation Easement participants (Williamson Act Proposal) (*on today's agenda as part of the Groundwater Production Charge.*)
3. Feasibility of funding Open Space Credit with new revenue sources, e.g. contribution from private companies or other governmental agencies (*analyses completed, see attached memorandum.*)

Discussion of Williamson Act Proposal

The Williamson Act Proposal is not a viable solution to the financial sustainability issue the Board is concerned about. A significant percentage, approximately 80%, of the current OSC is needed to comply with District Act requirement. Only 20% of the OSC is within the Board's authority to reduce. As shown in the analyses below, any adjustments within the 20% will not solve the unsustainable condition of Fund 12.

*For the next 10 years, if the current practice continues, approximately \$152M of total District 1% property tax revenue would be allocated to support OSC. If the Williamson Act Proposal is implemented, the cumulative savings would be \$3.4M—\$3.8M under the 10% alternative, and \$16.0M—\$17.9M under the 25% alternative, which amounts to approximately 2.0%—12.0% of the \$152M "hole" that the Board is concerned about.
Source: staff agenda memorandum.*

Additionally, and very importantly, the Williamson Act Proposal does not benefit farmers who own small acreages or lease/rent farmland, and therefore is not consistent with Board's policy regarding Environmental Justice.

Recommendation

Of the 3 directions by the Board (see Background section,) "Item 3 New Revenue Sources" is the one that has the potential to address the "financial sustainability issue", and is worth our efforts to pursue.

A stepped approach is recommended:

1. Continue current practice for OSC for the next 2 years, FY 2019-2020 and FY 2020-2021.
2. During the 2-year period, through a coalition of agriculture industry, open space organizations, other governmental organizations, environmental groups and Valley Water, work to pursue feasible revenue sources for OSC.
3. Depending on the outcomes of the efforts, the Board would then set the OSC accordingly. It is important to point out that the OSC decision cannot not be made independently, it needs to be considered in connection with the services Valley Water relies on Property Tax to deliver to the community.



Nai Hsueh, 2019 Vice Chair
Director District 5



Tony Estremera
Director District 6



John L. Varela
Director District 1

The Committee discussed the following items: finding viable solutions to sustaining the open space credit, overall budget for ag users, ad valorem tax, continued support for agricultural businesses, having a follow up for September meeting with invited stakeholders and guests (Farm Bureau, Open Space Authority, Loma Prieta, Chamber of Commerce and agricultural experts) and keeping this as a standing agenda item moving forward

The Committee took no action; however, the Committee would like to have this agenda item return for the next meeting, inviting Paul Mirassou, Andrea Mackenzie, Jess Brown and experts in agriculture to further discuss the sustainability aspect of open space credit.

4.2 UPDATE ON DAM PROJECTS

Mr. Victor Gutierrez presented the following agenda item:

Summary:

The District owns and operates fourteen dams and ten reservoirs in Santa Clara County. The District dams and reservoirs were funded and constructed for water supply, but also provide incidental flood management, recreation, and environmental benefits. Dam safety regulatory requirements, Board policies, and obligations due to dam ownership, set direction for the Anderson, Calero, Guadalupe, and Almaden dam seismic retrofit projects.

Drivers for these capital projects include the following Boards Ends Policies, Strategies and CEO Directions:

- E-1 – The mission of the District is a healthy, safe, and enhanced quality of living in Santa Clara County.
- S-2.1.2.2 – Manage, operate and maintain dams and reservoir assets to maximize reliability, to minimize life cycle costs and to minimize impacts to the environment.
- S-2.1.2.3 – Aggressively implement dam remediation projects.

This memorandum updates the Board on status of Anderson, Almaden, Calero and Guadalupe seismic retrofit projects

BACKGROUND:

As part of their seismic re-evaluation program in the early 2000's, the California Department of Water Resources (DWR), Division of Safety of Dams (DSOD) performed independent, preliminary seismic stability evaluations of Calero, Almaden, Guadalupe, Lenihan, Stevens Creek, Chesbro and Uvas Dams. Additionally, in 2003, with the concurrence of DSOD, the Federal Energy Regulatory Commission (FERC) required that a seismic stability evaluation of Anderson Dam be performed. Based on the preliminary stability evaluations, DSOD directed the District to update the seismic stability analyses for all the dams referenced above.

The District has completed the seismic stability evaluations of Anderson, Almaden, Calero, Guadalupe, Stevens Creek and Lenihan Dams, as directed by DSOD. The seismic evaluations of Chesbro and Uvas are on-going. The completed studies concluded that the embankments for the Anderson, Calero and Guadalupe Dams require remediation. As a result, seismic retrofit projects were initiated for these dams in 2012. Stevens Creek and Lenihan dams do not require any retrofitting. Although, the seismic evaluation of Almaden embankment indicated that no seismic retrofit was required, the existing intake structure at Almaden reservoir will need to be replaced due to seismic deficiencies. Water level operating restrictions have been imposed on these reservoirs by DSOD, as interim risk reduction measures until the seismic retrofit projects can be completed. A summary of the status, conclusion of seismic stability evaluations, and the current reservoir restrictions for each dam are as follows:

Dam	Evaluation	Planning	Design	Construction	Reservoir Capacity (AF)	Restricted Capacity (AF)
Anderson	Completed in 2011	Completed in 2013	On-going, planned completion in 2022	Planned completion in 2027	90,373	52,553
Almaden	Completed in 2012- Only intake retrofit required	Completed in 2017	Planned completion in 2029	Planned completion in 2031	1,586	1,472
Calero	Completed in 2012	Completed in 2015	On-going, planned completion in 2020	Planned completion in 2029	9,934	4,570
Guadalupe	Completed in 2012	Completion in 2015	On-going, planned completion in 2020	Planned completion in 2025	3,415	2,218

AF = acre-feet

Capital projects are on-going to design and construct the required dam retrofit projects. The following costs have been included in the FY2020-2024 Capital Improvement Program for these projects:

Project	Project No.	FY 2020-24 CIP
Anderson Dam Seismic Retrofit Project	91864005	\$ 550,843,000
Calero-Guadalupe Seismic Retrofit Project (Planning & Environmental Phases)	91084020	\$ 9,348,000
Calero Seismic Retrofit Project (Design & Construction Phases)	91874004	\$ 118,400
Guadalupe Seismic Retrofit Project	91894002	\$ 74,275
Almaden Dam Improvements Project	91854001	\$ 60,615,000
Total		\$ 718,062,000

A detailed status of the Anderson, Calero, Guadalupe, and Almaden dam seismic retrofit projects is included as Attachment 1 see below.

DETAILED STATUS OF SEISMIC RETROFIT PROJECTS

As part of their seismic evaluation program in the early 2000's, the Division of Safety of Dams (DSOD) performed independent, preliminary seismic stability evaluations of Calero, Almaden, Guadalupe, Lenihan, Stevens Creek, Chesbro and Uvas Dams. Based on the results of their evaluations, DSOD directed the District to update the seismic stability analyses for these dams. Additionally, in 2003, based on a review of a required safety inspection report for Anderson Dam (GEI, 2001), the Federal Energy Regulatory Commission (FERC) also concluded that a seismic stability evaluation of Anderson dam was required. FERC's conclusion requiring a seismic evaluation of Anderson dam, was also supported by DSOD.

The District has completed the seismic stability evaluations of Anderson, Almaden, Calero, Guadalupe, Stevens Creek and Lenihan Dams. The evaluations conclude that the embankments for Anderson, Calero and Guadalupe Dams require remediation, and seismic retrofit projects have been initiated for these dams. Although, the seismic evaluation of Almaden embankment indicated that no seismic retrofit was required, the existing intake structure at Almaden reservoir will require to be replaced to address seismic deficiencies. The Almaden Dam Improvement Project (ADIP) was initiated to address the seismic deficiency of the existing intake structure at Almaden reservoir and deficiencies of aging infrastructure at the Almaden-Calero Canal in 2013.

During the planning phases of Anderson Dam Seismic Retrofit Project (ADSRP), Calero Dam Seismic Retrofit Project (CDSRP), Guadalupe Dam Seismic Retrofit Project (GDSRP) and Almaden Intake Project (ADIP), it was concluded that spillways at these reservoirs do not meet the current Probable Maximum Flood (PMF) standards. Additionally, in May 2017, DSOD directed the District to perform comprehensive evaluations of spillways at these reservoirs. Based on the findings of these evaluations, the spillways at Anderson, Calero, Guadalupe and Almaden reservoirs will need to be replaced or substantially modified to meet current safety standards. These required spillway modifications are being addressed in the design phases of the respective projects.

As part of the seismic retrofit projects, the existing outlets at Anderson, Calero, Guadalupe and Almaden dams were also evaluated. Based on these evaluations, the outlets and/or intake structures at these reservoirs will need to be replaced (the intake structures at the Almaden dam will be replaced, whereas the outlet works, including the outlet pipes will be replaced for Anderson, Calero and Guadalupe dams). The required outlet and intake modifications are included within the scope for the design phase of these projects.

As an interim risk reduction measure, DSOD has imposed water level operating restrictions on these reservoirs while the projects are designed and constructed. Detailed status of Anderson, Calero and Guadalupe dam seismic retrofit projects is provided as follows:

i. Anderson Dam Seismic Retrofit Project

Background: AMEC Geomatrix, Inc. performed the Anderson Dam Seismic Stability Evaluation. The results of the evaluation indicated that material at the base and foundation of the dam embankment would weaken due to liquefaction in a large earthquake. Such an event could significantly deform the dam embankment, increasing the risk of an uncontrolled release from Anderson Reservoir. Geologic/geotechnical investigations during the design phase of the project in June 2017, indicated that movement of potentially active faults located under the dam could adversely impact the embankment. It was also concluded that the existing transition zones within the dam

were inadequate to handle any fault offset, and the upstream shell of the dam embankment was also susceptible to liquefaction. The reservoir is being operated under a restricted reservoir level imposed by FERC and DSOD to ensure public safety (Table 1). In response to these findings, staff initiated the seismic stability retrofit project in Fiscal Year 2011-2012. The planning phase of the project was completed in 2013. The retrofit concept developed during the planning phase was revised in December 2017 to address the new findings in June 2017. The scope of this project includes seismic retrofit of the dam embankment and replacing the outlet works. The spillway structure will also be substantially modified or replaced based on the 2011 FERC Five Year Safety Inspection and Report, re-evaluation of the Anderson Dam Probable Maximum Flood, and the recent 2017 spillway evaluation directed by DSOD. The retrofit project has been incorporated in the Fiscal Year 2020-2024 Capital Improvement Plan. A budget of \$550,083,000 is allocated.

Current status: The project is currently in the design phase and the environmental documentation process has been initiated. The 90% design submittal is scheduled for completion by November 2020. The construction phase is scheduled to begin in 2022 and last 5-years.

ii. Calero Dam Seismic Retrofit Project

Background: In 2011, URS Corporation performed seismic stability evaluations for Calero dam. The evaluation concluded that Calero Main Dam had inadequate seismic stability and would require retrofitting. The Calero Auxiliary Dam was found to have adequate seismic stability and no retrofit is required. Calero reservoir is currently being operated at a restricted reservoir level as directed by DSOD (Table 1). Staff initiated a seismic retrofit project for Calero dam in July 2012. The goal of this project is to remediate seismic deficiencies identified in the seismic stability evaluation. The planning phase of the project was completed in 2015. Based on the evaluations of the existing outlet and spillway conducted during the planning phase, both the spillway and the outlet will need to be replaced to meet current safety standards. The retrofit project has been incorporated in the Fiscal Year 2020-2024 Capital Improvement Plan. A total of \$118,400,000 is allocated.

Current status: The project is in the design phase which is scheduled for completion by 2020. Due to operational considerations both Anderson Dam and Calero Dam cannot be out of commission concurrently. Therefore, construction of Calero Dam retrofit will commence in 2026 after the retrofit of Anderson Dam has been completed. Construction will be completed in 2029.

iii. Guadalupe Dam Seismic Retrofit Project

Background: In 2011, URS Corporation performed seismic stability evaluations for Guadalupe dam. The evaluation concluded that Guadalupe Dam had inadequate seismic stability and would require to be retrofitting. Guadalupe reservoir is currently being operated at a restricted reservoir level as directed by DSOD (Table 1). Staff initiated a seismic retrofit project for Guadalupe dam in July 2012. The goal of this project is to remediate seismic deficiencies identified in the seismic stability evaluation. The planning phase of the project was completed in 2015. Based on the evaluations of the existing outlet and spillway conducted during the planning phase, the outlet will need to be replaced and the spillway will be substantially modified to meet current safety standards. The retrofit project has been incorporated in the Fiscal Year 2020-2024 Capital Improvement Plan. A

total of \$74,275.

Current status: The project is in the design phase which is scheduled for completion by 2020. This will be followed by the construction phase which is scheduled for completion by 2025.

iv. Almaden Dam Improvements Project

In October 2000, a capital project was initiated to address seismic deficiencies related to the Almaden Dam outlet works and deficiencies of aging infrastructure at the Almaden-Calero Canal. The planning level work was suspended in September 2005, pending completion of the seismic stability evaluation of Almaden Dam. This seismic stability evaluation was completed in 2011 and it was determined that remediation of the dam embankment is not required; therefore, the Almaden Dam Improvements Project was reinitiated in 2012. The project will replacement of the existing outlet works, replacement of existing spillway to meet the latest safety standards, and improvements to the aging infrastructure at the Almaden-Calero Canal. The planning study for the project was completed in 2017. The project has been incorporated in the Fiscal Year 2020-2024 Capital Improvement Plan. A total of \$60,615,000 is allocated.

Current status: The design phase is on-going and is scheduled for completion in 2029. The construction phase is scheduled for completion in 2031.

Attachment 1
Page 3 of 3

The Committee discussed the following items: Anderson on target, regulators delay projects while Valley Water is ready to proceed, this is a huge project and the timeline is confusing since the dates seem to overlap.

The Committee took no action.

4.3 REVIEW JOINT WRC WITH CITIES OF GILROY/MORGAN HILL/SCRWA COMMITTEE WORK PLAN, THE OUTCOMES OF BOARD ACTION OF COMMITTEE REQUESTS; AND THE COMMITTEE'S NEXT MEETING AGENDA

Ms. Glenna Brambill reviewed the materials as outlined in the agenda item.

The Committee discussed the following items: water supply strategy studies conducted by the City of Gilroy and Morgan Hill as Water Retailers, unincorporated areas, County's engagement, invite the County for September's meeting to have them review their County-wide Master Plan to see if it includes the unincorporated areas for discussion. Ms. Sharon Luna of the San Martin Neighborhood Association has been asking for a "voice" on SCRWA and the Joint Water Resources Committees so the Committee would like to have a 'preliminary' discussion on this item since the South County Treatment Plant item is not ready, add SGMA update so the Committee can be kept up-to-date.

Place on next meeting's agenda: SGMA Update, Open Space Credit discussion with invited guests and the County's Master Plan for discussion.

The Committee took no action.

If you have any questions or concerns, you may contact me at, gbrambill@valleywater.org or 1.408.630.2408.

Thank you.

Glenna Brambill, Management Analyst II,
Board Committee Liaison
Office of the Clerk of the Board



Santa Clara Valley Water District

File No.: 19-0504

Agenda Date: 6/11/2019

Item No.: 5.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Groundwater Conditions and Recharge Operations (Responding to Board Member Request R-19-0005).

RECOMMENDATION:

Receive an update on groundwater conditions and planned recharge pond operations including the Dr. Robert Gross recharge ponds on Upper Penitencia Creek.

SUMMARY:

Water supply conditions in Santa Clara County have been favorable since the wet winter of 2016-2017 that marked the end of the recent drought. Storage in Santa Clara Valley Water District (Valley Water) and state reservoirs is at nearly 100% of the 20-year average for April. The increased snowpack in the Sierra and improved conditions in the Delta have allowed for higher allocations of imported water from the Central Valley Project and State Water Project, resulting in ample supply available for water treatment plants and the Valley Water managed recharge program. Groundwater storage has fully recovered to pre-drought conditions, with new historic high groundwater levels in many North County wells.

Since 2018, Valley Water has reduced managed recharge operations in the North County since the Santa Clara Subbasin is essentially full and groundwater pumping continues to be low. Full basin conditions are contributing to high artesian pressures in many areas, which has resulted in reports of flowing artesian wells and operational concerns for some retailers. Valley Water staff is planning to maintain a reduced managed recharge program in the North County for 2019 based on extraordinary groundwater conditions, and would like to provide an update to the Board.

Groundwater Conditions

Increased reliance on groundwater and reduced recharge during the 2012-2016 drought lowered groundwater levels and storage. Estimated groundwater storage was about 232,000 acre-feet (AF) at the end of 2015, in the severe stage (Stage 3) of the Water Shortage Contingency Plan (WSCP). With little water for recharge, Valley Water took the opportunity to perform maintenance work on many ponds while empty. By removing fine sediments that accumulated in the ponds over the years, recharge rates increased by more than 60% in some areas.

In 2016, Valley Water recharge of nearly 150,000 AF helped groundwater levels and storage recover substantially from the drought. Following more typical recharge in 2017 and 2018 (about 108,000 AF per year), groundwater storage fully recovered to pre-drought levels, reaching about 352,000 AF and well above the 300,000 AF normal stage of the WSCP (Stage 1). Groundwater recovery was also assisted by low demands due to the community's continued efforts to save water, and increased reliance on treated water by water retailers.

Groundwater pumping continues to be lower than average due to overall reductions in demand and retailers relying more on treated water. In the past two years, annual pumping in the northern Santa Clara Subbasin has been less than 70,000 AF, far below the long-term average of 92,000 AF.

Groundwater levels and storage have recovered countywide, but are especially robust in the northern Santa Clara Subbasin. This area is called the Santa Clara Plain, and encompasses the areas of the Santa Clara Subbasin north of the Coyote Valley. Groundwater levels are at historic highs in many monitoring wells in the Santa Clara Plain; 23% of wells have set new record highs in 2019 and another 33% are equal to previous record highs. In addition, 18% of the wells in this area are artesian (another record), meaning the groundwater is under enough pressure that it would rise above the land surface if not capped by the well. Overall, 96% of monitoring wells show March/April 2019 groundwater levels being higher than the long-term average (Attachment 1). These measurements, and Valley Water modeling estimates, suggest that aquifers in the Santa Clara Plain are essentially full.

Very shallow groundwater can seep onto roadways, flood basements and other underground structures, increase inflows to sewers, and increase the need for dewatering. Strong artesian pressures can lead to the discovery of old abandoned wells, some of which begin flowing at the land surface. They can also cause concerns for water retailers, who may experience operational issues at their own wells. Shallow groundwater and artesian pressures often peak after wet years, and it is not uncommon to get more frequent reports of abandoned wells or infrastructure flooding in such years. Valley Water and land use agencies are currently receiving numerous related reports.

Planned Recharge Pond Operations

The purpose of Valley Water's managed recharge program is to balance groundwater pumping and maintain sustainable conditions in the Santa Clara and Llagas subbasins. Due to a reduced recharge plan, many Santa Clara Subbasin recharge ponds were not filled in 2018 and about 80 percent remain offline. Valley Water is maintaining full recharge in ponds and creeks in the Coyote Valley (the southern part of the Santa Clara Subbasin) and Llagas Subbasin since groundwater is the primary water supply in South County and recharge is needed to balance pumping.

Because of the reduced recharge operations in the North County, and the large number of empty ponds throughout the area, Valley Water has received many inquiries from the public. Many of the streams and recharge ponds are adjacent to public trails where trail users are accustomed to seeing ponds full of water. As these ponds have continued to remain dry, we have received many questions asking why the ponds are not being filled.

Valley Water's recharge ponds are utility facilities and are operated primarily for water supply purposes, though they can provide incidental recreational opportunities. A few North County ponds that are near trails more heavily used by the community have remained in operation. These include some of the Camden ponds off Los Gatos Creek in Campbell, Coyote Percolation Pond in South San Jose, and the McClellen Ponds in Cupertino.

Penitencia Ponds

One of the recharge systems that has received a lot of attention is a series of ponds in northeast San Jose, just north of Penitencia Creek, referred to as the Upper Penitencia Recharge System (Penitencia Ponds). Penitencia Ponds is the general name given to a network of 18 Valley Water groundwater recharge ponds to the north of Upper Penitencia Creek in San Jose (Attachment 2). These ponds are water supply facilities operated to provide controlled recharge of imported water into the Santa Clara Subbasin. Although the Penitencia Ponds are not recreational facilities, several of the ponds are adjacent to public trails and are enjoyed by the public when they are full.

The Penitencia Ponds are laid out in series, starting with the upstream ponds to the east and traversing west (Attachment 3), as follows:

- Dr. Robert W. Gross Ponds (5 ponds)
- Piedmont Ponds (4 ponds)
- Helmsley Pond
- Upper Capitol Ponds (6 ponds)
- Lower Capitol Ponds (2 ponds)

In addition to Valley Water's 18 ponds, the City of San Jose (City) and Santa Clara County (County) co-own the City Park Pond located in the Penitencia Creek Park. The City Park Pond is managed by the City. Water for the pond is delivered from Valley Water's Penitencia Pond system when it is operating, otherwise it is not possible for Valley Water to supply water to the pond. When operating, water is delivered via a pipeline that branches off the Helmsley Pipeline that connects the last of the Piedmont Ponds to Helmsley Pond (Attachment 3). Normally, water is delivered to the City Park Pond to provide additional groundwater recharge with a collateral outcome of recreation, a benefit sought by the City.

To get water into the Penitencia Ponds, imported water, delivered to the county via the South Bay Aqueduct, is released from Station 4, a turnout of the South Bay Aqueduct, into the first pond of the Dr. Robert W. Gross Ponds (Pond 1a). Once this pond fills, water flows through a pipe conveying water to Pond 1c. Once pond 1c is full, water will back up in pond 1a and overflow a spillway into pond 1b. Once full, pond 1b overflows into pond 2 which then overflows into pond 3 and so on, as it makes its way to the last of the Lower Capitol Ponds downstream. If one pond in the series is out of operation, all downstream ponds will soon dry up. Attachment 3 shows that the operation of each of the upstream ponds is a condition to operating any downstream pond.

Earlier this season, a 60-foot long culvert pipe and valve between the first two of the Dr. Robert W. Gross Ponds (Pond 1a and 1c) failed, requiring all water into the ponds to be turned off. This allowed

the ponds to dry out so staff could access the bottom of the ponds to make repairs. This also caused the entire Penitencia Pond system to be dry including the City Park Pond. The failed pipe and valve were replaced in early May 2019, allowing water to be released into Dr. Robert W. Gross Ponds beginning on May 14. Over the following week the series of ponds began filling until water reached the City Park Pond. Once the City Park Pond was full, releases to the ponds were reduced to only the upper Dr. Robert W. Gross Ponds 1a, 1b and 1c.

Due to the full groundwater conditions, the Penitencia Ponds are not planned to be fully utilized. Only the first three of Dr. Robert W. Gross Ponds, which are adjacent to the Penitencia Creek Trail, will likely be kept full. Releases to the ponds will occasionally be increased in order to supply water to the City Park Pond but the remainder of the Penitencia pond system downstream will remain empty. A full recharge program is not anticipated until groundwater conditions change and additional recharge is needed.

NEXT STEPS

In response to the many public inquiries that have been received regarding Valley Water's recharge program, an outreach plan will be developed to help inform the public about our recharge operations and provide answers to common questions about the recharge ponds and why some ponds may be empty.

In addition, staff has already met with several water retailers to assess their flexibility to pump additional groundwater rather than using treated water to help in reducing artesian pressures. Also, since local recharge has been reduced, Valley Water has been able to increase carryover storage and out of county groundwater storage in the Semitropic Water Storage District (Semitropic), which is the groundwater storage bank near Bakersfield that provided essential supply to Valley Water during the drought.

Staff will continue to monitor current groundwater levels, operations plans, retailer pumping, artesian conditions, and recharge rates to determine when to resume normal managed recharge operations in the North County. In the South County, managed recharge continues in order to balance ongoing pumping. Healthy groundwater levels are important to help prepare for future droughts. Because we do not know when droughts will occur, we encourage the community to continue to make water conservation a way of life.

FINANCIAL IMPACT:

No actions associated with this item are anticipated to have a financial impact. Adequate staff time to operate Valley Water's groundwater recharge system is budgeted in the fiscal year budget.

CEQA:

The annual operation of the raw water and groundwater recharge system 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: Map

Attachment 2: PowerPoint

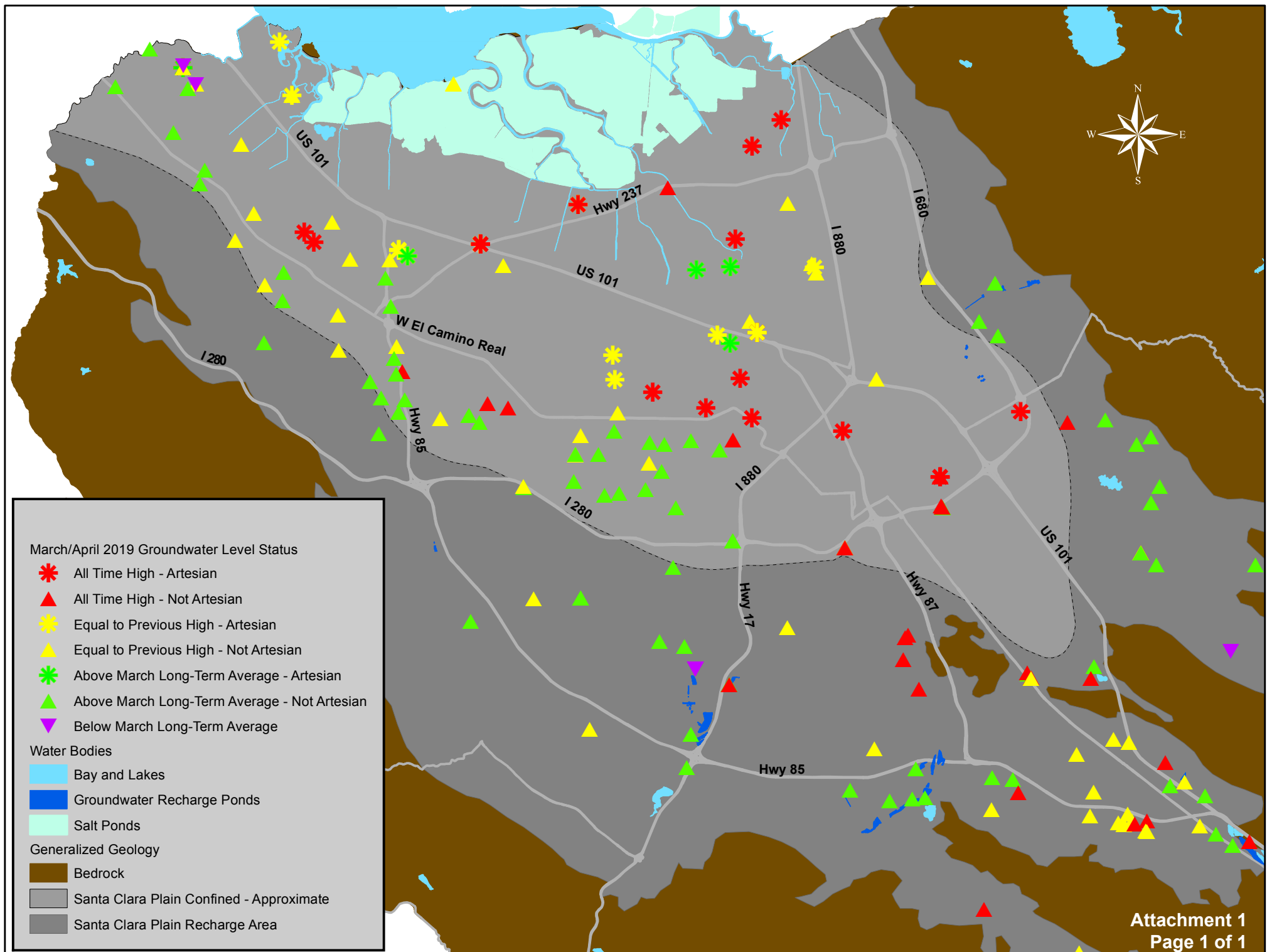
Attachment 3: Schematic Diagram

UNCLASSIFIED MANAGER:

Kurt Arends, (408) 630-2284

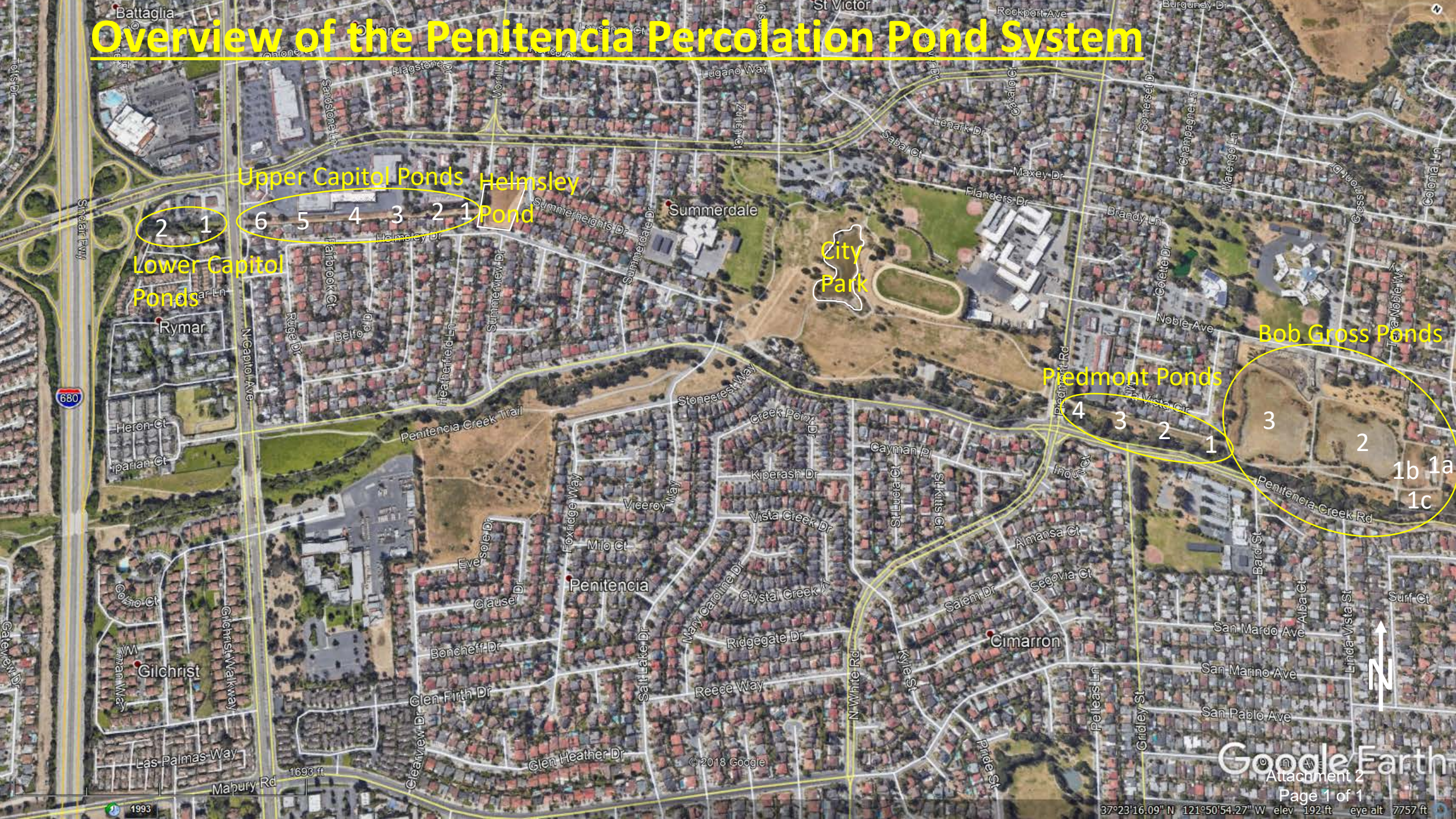
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March/April 2019 Santa Clara Plain Groundwater Levels



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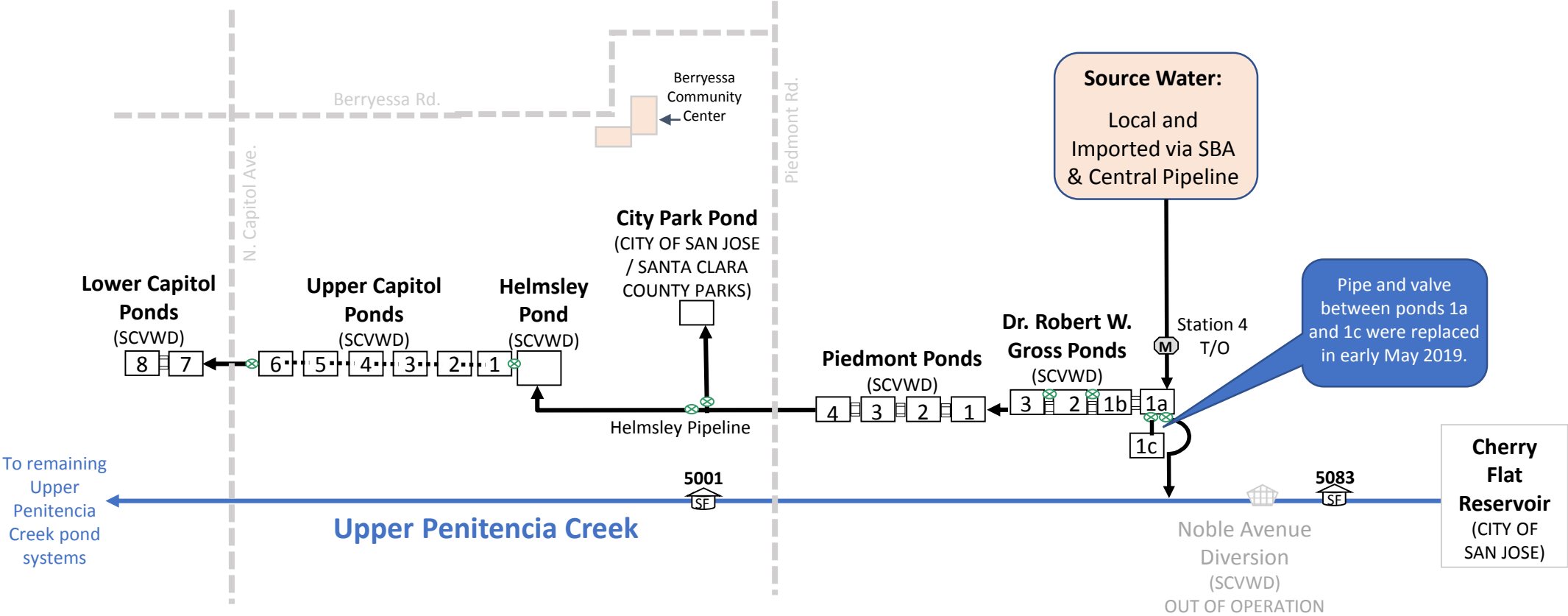
Overview of the Penitencia Percolation Pond System



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Santa Clara Valley Water District

SCHEMATIC DIAGRAM OF UPPER PENITENCIA CREEK WATER SUPPLY MANAGEMENT SYSTEM



These schematics were developed for internal use and are not intended to include all facilities and may include facilities which are temporarily not operational. The schematics are not to scale or spatially correct.

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Santa Clara Valley Water District

File No.: 19-0270

Agenda Date: 6/11/2019

Item No.: 5.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Amendment No. 1 to Consultant Agreement No. A4120A with Brown & Caldwell, Inc. for additional services and benefits to the Countywide Water Reuse Master Plan in the Recycled and Purified Water Program, Project No. 91101004.

RECOMMENDATION:

Authorize the Chief Executive Officer (CEO) to negotiate and execute Amendment No. 1 to Consultant Agreement No. A4120A, with Brown & Caldwell, Inc. to provide up to \$1,069,700 for additional resources and engineering support on the Countywide Water Reuse Master Plan for the Recycled and Purified Water Program, which will result in a revised total Agreement not-to-exceed amount of \$3,050,700 and an extension of the Agreement term by one year.

SUMMARY:

This agenda memorandum presents the Recycled Water Committee's May 20, 2019 recommendation to the Board to amend Consultant Agreement No. A4120A (Agreement), with Brown & Caldwell, Inc. for the Countywide Water Reuse Master Plan (Reuse Master Plan).

Background:

On February 26, 2019, staff provided a Reuse Master Plan update to the Board summarizing work completed to date and the additional complexity encountered while discussing treated wastewater availability and identifying potential water reuse projects with our Partner Agencies. Staff informed the Board that addressing feedback from Partner Agencies and the iterative planning process on a countywide level have been more complex than originally planned. Furthermore, additional follow-up meetings with Partner Agencies and interested stakeholders have been required to address the complex technical issues surrounding this multi-agency planning effort.

Since February 2019, staff has worked collaboratively and diligently with the Consultant to minimize the associated impact on project cost and schedule. With feedback from the Recycled Water Committee, Partner Agencies and other public stakeholders; the Reuse Master Plan has identified three portfolios of potential projects that warrant further discussion and continued evaluation. These portfolios will be further refined with hydraulic modeling, an economic assessment, a risk analysis, and preliminary engineering (10% design). Since the potential advanced water purification facilities identified will require reverse osmosis concentrate management, these portfolios will also be further

examined in Santa Clara Valley Water District's (Valley Water) Reverse Osmosis Concentrate Management planning process, which is being developed in parallel with this Reuse Master Plan.

Additional involvement from the Board, the Recycled Water Committee, Partner Agencies and public stakeholders will better define these water reuse portfolios and their project components. Future meetings of the Stakeholder Task Force and Project Partner Group (PPG) are planned for this purpose. The final Reuse Master Plan is anticipated to be completed in summer of 2020.

Amendment to Brown & Caldwell Agreement A4120A

On January 23, 2018, the Board approved Agreement A4120A with Brown & Caldwell, Inc. (Consultant) to develop a Reuse Master Plan. The original scope requires the Consultant to complete the Reuse Master Plan, which would include one recommended portfolio of projects, by June 30, 2019, for a not-to-exceed fee of \$1.98M.

To complete the Reuse Master Plan given the new information described above, staff is presenting two options:

Option I - Option I assumes the Reuse Master Plan will be completed as originally scoped and scheduled (Attachment 2) after adjusting the timeline to account for additional review, and increasing the Consultant's fee to extend program management and engagement tasks. Under this option, the Reuse Master Plan would be completed in January 2020.

Option I would minimize the impact on the schedule and overall cost to complete the Reuse Master Plan. However, limitations of adopting this option include the following:

- Does not allow enough time to complete a highly complex, stakeholder-driven planning effort;
- Does not address substantial changes to program assumptions associated with the original Expedited Purified Water Program;
- Does not implement program improvements (planning flexibility, DPR expansion, etc.) recommended by the Board, Partner Agencies and other stakeholders.
- Does not provide responses to Board, Recycled Water Committee and stakeholder recommendations.

Option II - Option II assumes the Consultant agreement's scope, fee, and term would be amended more extensively to respond to Board, Recycled Water Committee, Partner Agency and stakeholder comments and recommendations for program improvement. This option would provide the following benefits:

- Includes improved scope that resolves changes to the agreement assumptions that were based upon the original Expedited Purified Water Program;
- Includes added project level design and economic analyses to better integrate planning information from Valley Water and Partner Agency master planning projects and programs;
- Provides added planning and project flexibility by evaluating three water reuse portfolios instead of one, as originally planned, and includes the integration of twenty-six independent project elements for planning purposes;
- Allows for a programmatic-level CEQA analysis to be completed (through a separate consultant services agreement) that accounts for all 26 project elements, and that will better

position Valley Water for future grant opportunities;

- Includes a technical analysis, costing, and 10% design of Treated Water Augmentation (a form of Direct Potable Reuse) opportunities that will complement the three water reuse portfolios;
- Allows for additional technical review and feedback by the National Water Reuse Research Institute's Independent Advisory Panel in 2020;
- Includes increased Board and stakeholder review and comment opportunities to maximize project participation and promote community partnership; and
- Increases contract control safeguards by providing interim design options and intermediate feedback checkpoints for stakeholders to refine project submittals and reports.

The chief disadvantages of Option II are the additional cost and time necessary to complete the countywide reuse planning effort.

Option II would implement key recommendations from the Board, Recycled Water Committee and Project Partners that will significantly improve master planning flexibility, increase partnership interaction and participation, maximize recycled water funding efforts countywide, and facilitate integration with Valley Water and Partner Agency water resource planning efforts. In addition, this option would include adequate time to interact with Partner Agency staff, state regulatory personnel and public stakeholders to maximize participation and support a consensus-based planning approach. The first draft of the Reuse Master Plan under this option would be available for comment in December 2019, with the final report tentatively scheduled for Board consideration in summer 2020.

The total estimated cost for each option is presented in Attachment 3. The FY19 Board-approved Budget for the Recycled and Purified Water Program, Project 91101004 has adequate remaining budget to fund the additional scope and fee.

BOARD RECYCLEDWATER COMMITTEE RECOMMENDATION:

On May 20, 2019 the Recycled Water Committee recommended that the Board of Directors authorize the CEO to negotiate and execute an Amendment consistent with Option II to the agreement between the District and Brown & Caldwell (Agreement No. A4120A). This Amendment will provide **\$1,069,700** for additional services and benefits to the Water Reuse Master Plan.

Recommendation:

Staff believes the additional resources and time provided under Option II will improve stakeholder participation and result in a much higher-quality master planning effort than Option I. Option II will provide the Board essential information to make better informed decisions for future water reuse projects. Staff proposes the Board authorize the Chief Executive Officer to negotiate and execute an amendment consistent with Option II to the Agreement with Brown & Caldwell for the Countywide Water Reuse Master Plan Project (Agreement No. A4120A).

FINANCIAL IMPACT:

Staff estimates an **\$1,069,700** expenditure associated with approval of these items. Funds are

available in Project No. 91101004 Recycled & Purified Water Program.

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
Attachment 2: CWRMP Timeline
Attachment 3: CWRMP Fees

UNCLASSIFIED MANAGER:

Gerald De La Piedra, 408-630-2257

Countywide Water Reuse Master Plan Update

Board of Directors Meeting

June 11, 2019



Outline

1. Status of the Countywide Water Reuse Master Plan (Reuse Master Plan)
2. Next Steps for the Reuse Master Plan

Status of the Reuse Master Plan

- Refining portfolios:
 - ✓ Hydraulic modeling
 - ✓ Economic assessment
 - ✓ Risk analysis
 - ✓ Preliminary engineering (10% design)
- Coordinating with District and Partner Agency planning processes
- Stakeholder engagement

Reuse Master Plan Consultant Services Agreement Amendment – Two Options

Option I – maintain original scope, minor adjustment to fee and schedule

Reuse Master Plan Consultant Services Agreement Amendment – Two Options

Option II – amend scope, schedule, and fee to account for the following:

- Source Water Assumption Change
- Added Project Flexibility Request
- Pursue Federal Grant Eligibility
- New Treated Water Augmentation Evaluation at 10% Design
- Added Regulator and Stakeholder Review Time
- Scope and Cost Control Safeguards

Reuse Master Plan Amendment Options

Task	Description	Original Agreement NTE Fees	Option I		Option II	
			Fees	Revised NTE	Fees	Revised NTE
1	Project Management & Engagement	\$447,900	\$163,300	\$611,200	\$264,400	\$712,300
2	Project Definition	\$83,900	\$0	\$83,900	\$0	\$83,900
3	Baseline Analysis	\$148,400	\$0	\$148,400	\$0	\$148,400
4	Conceptual Alternatives (Portfolios)	\$188,100	\$0	\$188,100	\$0	\$188,100
5	Feasible Project Alternatives (Portfolios)	\$422,800	\$22,400	\$445,200	\$502,000	\$924,800
6	Recommended Project Alternatives & Implementation	\$100,100	\$1,700	\$101,800	\$188,000	\$288,100
7	Rate Impacts	\$6,500	\$0	\$6,500	\$0	\$6,500
8	Master Plan	\$190,800	\$0	\$190,800	\$78,500	\$269,300
9	SBWR System MP Updates	\$267,500	\$36,800	\$304,300	\$36,800	\$304,300
10	Supplemental Services	\$125,000	\$0	\$125,000	\$0	\$125,000
Total Not-to-Exceed (NTE) Fees		\$1,981,000	\$224,200	\$2,205,200	\$1,069,700	\$3,050,700

Countywide Water Reuse Master Plan (CWRMP) Timelines																											
2018				2019												2020											
Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul					
CWRMP Option II				Program Review and Improvement				IAP	PPG	REG	Stakeholder	PPG	REG	Draft	IAP	PPG	Draft Final	Stakeholder	Final MP	Board Presentation	Option II						
				Reverse Osmosis Concentrate Management Plan																							
CWRMP Option I				Program Review and Improvement				IAP	PPG	REG	Stakeholder	PPG	REG	Stakeholder	PPG	REG	Draft	Final MP	Board Presentation	Option I							
				Reverse Osmosis Concentrate Management Plan																							

■ Stakeholder Meeting
◆ Draft; Draft Final; Final Master Plan

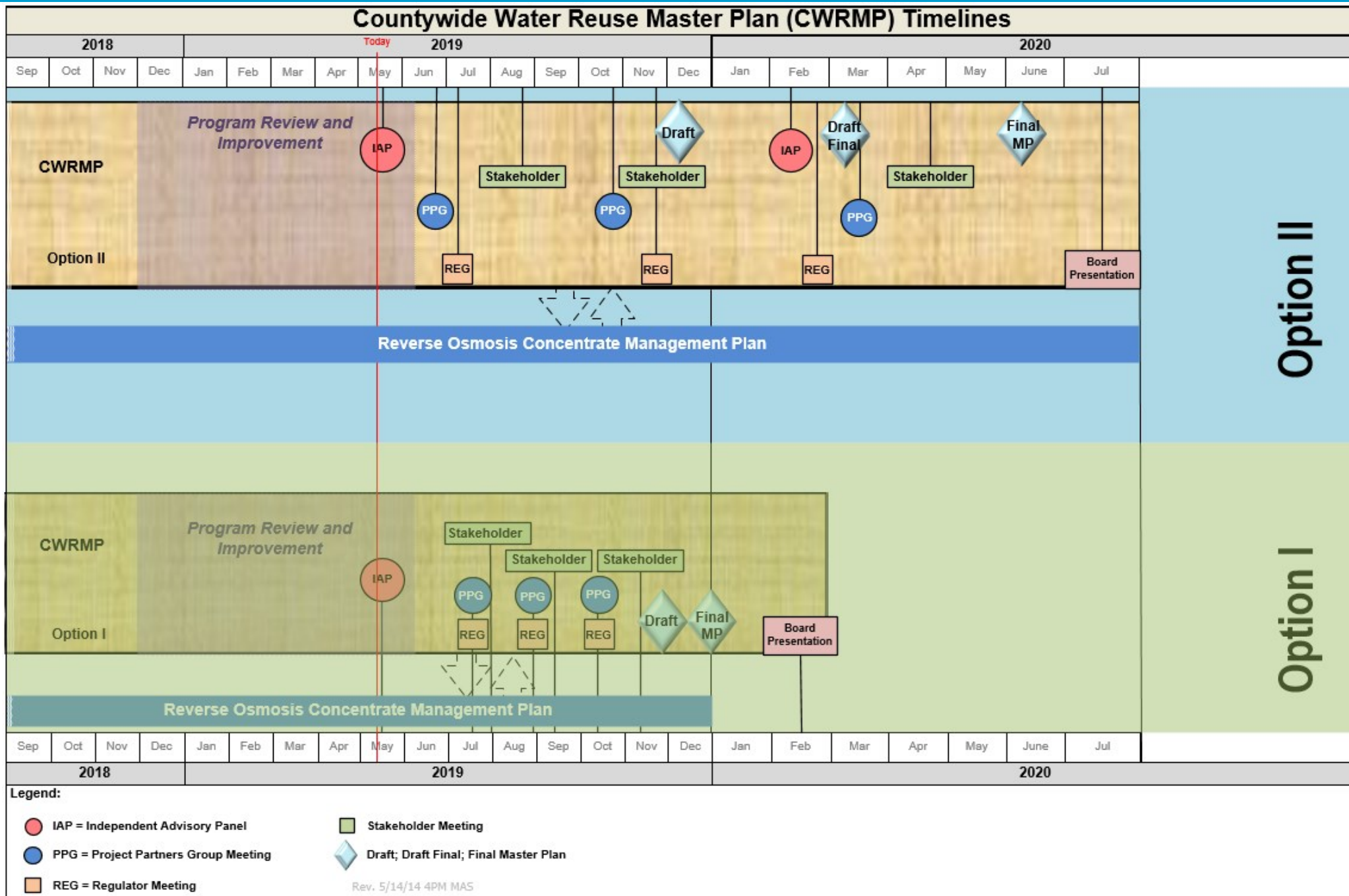
Next Steps for the Reuse Master Plan - if Option II is approved:

1. Agreement Amendment and Development of Portfolios (Spring 2019)
2. Refine Portfolios (Summer 2019)
3. Draft Reuse Master Plan Report (Winter 2019)
4. Finalize Reuse Master Plan Report (Summer 2020)

Staff Recommendation: Option II

Authorize the Chief Executive Officer (CEO) to negotiate and execute Amendment No. 1 to Consultant Agreement No. A4120A, with Brown & Caldwell, Inc. to provide up to **\$1,069,700** for additional resources and engineering support on the Countywide Water Reuse Master Plan for the Recycled and Purified Water Program, which will result in a revised total Agreement not-to-exceed amount of **\$3,050,700** and an extension of the Agreement term by one year.

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Attachment 3: Option Fees Comparison

Table 1. Brown & Caldwell Agreement No. A4120A for the Countywide Water Reuse Master Plan (CWRMP) Amendment – Comparison of Options and Fees

Task	Description	Original Agreement NTE Fees	Option I		Option II		Supplementary Services Description
			Fees	Revised NTE*	Fees	Revised NTE*	
1	Project Management & Engagement	\$447,900	\$163,300	\$611,200	\$264,400	\$712,300	<p>Option I: Additional resources for program management and engagement tasks for extended timeline.</p> <p>Option II: Time required for weekly core team meetings extended; additional technical staff participation needed to complete updated scope; additional project management coordination necessary for master planning activities; one-on-one core stakeholder meetings increased; increased resources for Board and Committee participation; increased support for regulatory discussions with DDW and the RWQCB; increased resources to support three portfolios (instead of one).</p>
2	Project Definition	\$83,900	\$0	\$83,900	\$0	\$83,900	No Change.
3	Baseline Analysis	\$148,400	\$0	\$148,400	\$0	\$148,400	No Change.
4	Conceptual Alternatives (Portfolios)	\$188,100	\$0	\$188,100	\$0	\$188,100	No Change.
5	Feasible Project Alternatives (Portfolios)	\$422,800	\$22,400	\$445,200	\$502,000	\$924,800	<p>Option I: Additional resources for portfolio graphics, calculations and analyses accommodating three portfolios.</p> <p>Option II: New subtask to provide 1% design check-in before proceeding with 10% design and economic assessment work; accommodates revised scope associated with propagating design considerations for 26 project elements and additional effort necessary for updating NPR market assessment assumptions; includes residuals management planning for three portfolios with multiple advanced water treatment facilities; includes coordination with Valley Water's ROCMP to facilitate exchange of design and cost assessment information; includes development and review of 30-year and 100-year life cycle costing for three portfolios; accommodates revised costs associated with developing cost structures for 26 project elements; accommodates preparation of expanded Feasible Project Alternatives TM describing the 26 project elements and make-up of the three portfolios.</p>

Task	Description	Original Agreement NTE Fees	Option I		Option II		Supplementary Services Description
			Fees	Revised NTE*	Fees	Revised NTE*	
6	Recommended Project Alternatives & Implementation	\$100,100	\$1,700	\$101,800	\$188,000	\$288,100	Option I: Resources to support coordination of ROCMP information to support three portfolios. Option II: Increased resources to develop recommendations on regulations and regulatory compliance for three portfolios (instead of one) to support future expansion of NPR and DPR as well as future TWA regulatory compliance; new subtask to develop qualitative summary to address magnitude, implications, advantages and disadvantages, and costs of potential onsite reuse opportunities; new subtask to develop qualitative summary of future TWA in the County to address advantages and disadvantages, challenges, risks, and opportunities - summary will include a review of TWA regulations, industry research, and regulatory development; Expanded analysis to support project scenarios in San Jose, Palo Alto, Sunnyvale and South County; new subtask to develop a scope of services and estimated costs to complete a programmatic CEQA evaluation and documentation.
7	Rate Impacts	\$6,500	\$0	\$6,500	\$0	\$6,500	No Change.
8	Master Plan Report	\$190,800	\$0	\$190,800	\$78,500	\$269,300	Option I: Not Applicable. Option II: Additional resources to expand stakeholder participation in the development and review of the Reuse Master Plan Report, additional resources to include the development and review process for a Draft Final CWRMP Report and facilitate a PPG/ELG and stakeholder meetings to further discuss and develop the Draft, Draft Final and Final CWRMP Reports.
9	SBWR System MP Updates	\$267,500	\$36,800	\$304,300	\$36,800	\$304,300	Option I/Option II: Additional resources for hydrodynamic modeling to support SBWR analyses.
10	Supplemental Services	\$125,000	\$0	\$125,000	\$0	\$125,000	No Change.
Total Not-to-Exceed Fees		\$1,981,000	\$224,200	\$2,205,200	\$1,069,700	\$3,050,700	

Notes: CEQA = California Environmental Quality Act; DDW = Department of Drinking Water; ELG = Executive Leadership Group; MP = Master Plan; NPR = Non-Potable Reuse; NTE = Not-To-Exceed; PPG = Project Partnership Group; ROCMP = Reverse Osmosis Concentrate Management Plan; RWQCB = Regional Water Quality Control Board; SBWR = South Bay Water Recycling; TM = Technical Memorandum; TWA = Treated Water Augmentation.

* The Total Not-to-Exceed Fees account for a savings of ~ \$100,000 from original subtasks no longer necessary (WQ Modeling, R&D, Water Supply Integration, Partnership Opportunities, and Interim Technical Reports).



Santa Clara Valley Water District

File No.: 19-0544

Agenda Date: 6/11/2019

Item No.: 5.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Amendment No. 2 to Consultant Agreement No. A4034Ga, with GHD, Inc. for the Reverse Osmosis Concentrate Management Plan for the Recycled and Purified Water Program, Project No. 91101004.

RECOMMENDATION:

Authorize the Chief Executive Officer (CEO) to negotiate and execute a second amendment to the Consultant Agreement with GHD Inc. for the Reverse Osmosis Concentrate Management Plan-Agreement No. A4034Ga (Agreement) to provide up to \$125,000 for Additional Reverse Osmosis Concentrate Management Evaluation for the Recycled and Purified Water Program, which will result in a revised not-to-exceed amount of \$2,433,524 for the total amount of the Agreement and a time extension of six (6) months.

SUMMARY:

On October 25, 2016, the Santa Clara Valley Water District Board of Directors (Board) approved an agreement with GHD, Inc. (GHD) for consultant services for the Reverse Osmosis Concentrate Management (ROCM) Plan, (project No. 91101004). The ROCM Plan incorporates several ongoing efforts to evaluate viable alternatives for managing reverse osmosis (RO) concentrate generated from advanced water purification facilities (AWPFs) that could potentially be built throughout the County. These efforts include projects such as the Engineered Treatment Cell (ETC) pilot project, developing the Basis of Design documents and Technical Memorandums, and hydrodynamic modeling of the Lower South San Francisco Bay (South Bay).

The scope of work includes testing of contaminants of emerging concern (CECs) that may be present in RO concentrate, as well as pilot treatment of identified CECs by advanced oxidation processes and engineered treatment cells. The testing and piloting portion of the project will be carried out in partnership with the San Francisco Estuary Institute (SFEI), University of California at Berkeley, and Stanford University. Staff is currently working with the State Water Resources Control Board (SWRCB) to negotiate and execute an agreement to secure \$250,000 in grant funding. This additional funding will allow the pilot project to run through the end of December 2019, resulting in a final project report in the second quarter of 2020.

In parallel, additional studies such as electrocoagulation to address the removal of copper, nickel, and other residual metals that exist in the RO concentrate have been completed. The initial results are promising, and a second round of testing is planned. Desktop studies such as vegetated floating

wetlands have also been completed and a pilot scale study will be conducted this summer (2019) to further inform the project on the issue of metals removal. At the direction of staff, GHD continues to work on various aspects of the ROCM Plan as they relate to the Countywide Water Reuse Master Plan (Reuse Master Plan). As elements of the Reuse Master Plan change, they impact both the schedule and scope of the ROCM Plan. GHD has now incorporated those changes into the Basis of Design documents. Staff is also working with SFEI to complete the hydrodynamic modeling for the lower South Bay in order to determine the potential discharge zones and blending options for RO concentrate from future AWPFS. The results of the hydrodynamic modeling will guide decisions pertinent to potential discharge locations and future negotiations with the Regional Water Quality Control Board to secure National Pollution Discharge Elimination System (NPDES) permit(s), as applicable.

Staff also held an Independent Advisory Committee meeting on May 17, 2019 to discuss the latest results from the ROCM Plan and other recycled water expansion efforts.

Amendment No. 2 to GHD Agreement

On May 22, 2018, the Board approved Amendment No. 1 to the Agreement to expand the scope and fee of GHD's work. This amendment consisted of additional work including an increase in the size of the ETC per project goals, a 12-month project extension to December 2019, scope modifications to condense project delivery schedules, additional evaluation of alternatives and discharge options, and revised pilot monitoring and sampling frequency to address regulatory components.

Completion of the ETC pilot study with our research partners, encumbering the SWRCB grant funding, integration of the Reuse Master Plan revisions with the ROCM Plan, and alignment of the latter planning efforts require a time extension and additional funding to the Agreement. Staff is recommending the Board authorize the CEO to negotiate and execute a second amendment to the Agreement. This second amendment would include a time extension of six (6) months and a not-to-exceed amount of \$125,000 in additional funding.

The second amendment will include the following additional work:

- Consultant project management fees associated with the contract time extension of six (6) months;
- Demolition of the ETC pilot and appurtenances at the Silicon Valley Advanced Water Purification Center; and
- Additional Environmental Impact and NPDES analysis pertinent to the revised elements of the Reuse Master Plan conceptual alternatives.

The following table shows the breakdown of the Agreement, Amendment No. 1, and the proposed Amendment No. 2 (in bold):

Task	Description	Original Agreement NTE Fees	Amendment No. 1	Amendment No. 2	Revised NTE Fees
1	Project Management	\$111,712	\$139,000	\$25,000	\$275,712
2	Problem Definition	\$43,058	\$0	\$0	\$43,058
3	Conceptual Alternatives	\$65,890	\$0	\$0	\$65,890
4	Feasible Alternatives	\$851,923	\$687,000	\$50,000	\$1,588,923
5	Staff Recommended Alternative	\$277,016	\$0	\$0	\$277,016
6	Planning Study Report	\$28,648	\$16,000	\$0	\$44,648
	Travel Expenses	\$18,440	\$0	\$0	\$18,440
7	Supplemental Services	\$69,834	\$0	\$50,000	\$119,834
Total Not-to-Exceed Fees		\$1,466,524	\$842,000	\$125,000	\$2,433,524

BOARD RECYCLED WATER COMMITTEE INPUT:

On May 20, 2019 the Recycled Water Committee recommended that the Board of Directors authorize the Chief Executive Officer to negotiate and execute a second amendment to the Agreement for an amount not-to-exceed \$125,000 for additional ROC management evaluation, resulting in a new agreement total not-to-exceed \$2,433,524.

FINANCIAL IMPACT:

Staff anticipates an \$125,000 expenditure associated with approval of these items. Funds are available in Project No. 91101004 Recycled and Purified Water Program.

CEQA:

The recommended action does not constitute a project under the California Environmental Quality Act (CEQA) because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

File No.: 19-0544

Agenda Date: 6/11/2019
Item No.: 5.3.

None

UNCLASSIFIED MANAGER:
Garth Hall, 408-630-2750



Santa Clara Valley Water District

File No.: 19-0359

Agenda Date: 6/11/2019

Item No.: *5.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

Report of Bids Received and Award of Construction Contract to Bosco Constructors, Inc., in the sum of \$2,685,250, for Construction of the San Tomas Aquino Creek Erosion Repair, from United States Geological Survey Gage near Williams Road to Virginia Avenue, and Barron Creek Concrete Repair at Bryant Street Project, Project No. 62084001, Task No. 5192 and 5204, Contract No. C0647, (Palo Alto, Campbell, San Jose) (Districts 2, 4, 7).

RECOMMENDATION:

- A. Ratify Addendum No.1 to the Contract Documents for the San Tomas Aquino Creek Erosion Repair, from United States Geological Survey Gage near Williams Road to Virginia Avenue, and Barron Creek Concrete Repair at Bryant Street Project;
- B. Waive a minor irregularity in Bosco Constructors, Inc.'s bid;
- C. Award the Construction Contract to Bosco Constructors, Inc., in the sum of \$2,685,250; and
- D. Approve a contingency sum of \$268,525 and authorize the Chief Executive Officer (CEO) or designee to approve individual change orders up to the designated amount.

SUMMARY:

Staff has identified a need to proceed with approximately 22 erosion repair and animal damage repair projects under the Watershed Asset Rehabilitation Program (WARP) in the 5-year Capital Improvement Program from FY 2019 to FY 2023.

One of the highest priority projects that needs to be addressed is the erosion of the concrete bed of the San Tomas Aquino Creek from United States Geological Service (USGS) Gage near Williams Road to Virginia Avenue within the City of San Jose and City of Campbell (Project). This Project also includes concrete repair along Barron Creek caused by water line break at Bryant Street within the City of Palo Alto.

The scope of work for this Project includes: A) rehabilitating the damaged concrete channel bed and channel side slopes at San Tomas Aquino Creek from USGS Gage (near Williams Road) to Virginia Avenue for approximately 2.1 miles long; and B) replacing the damaged concrete channel under the Barron Creek Bridge at Bryant Street; as shown in Attachment 1.

The District and the City of Palo Alto (City) are entering into an agreement (Agreement) for cost sharing which is agendized for the City Council's approval on June 24, 2019. The City agrees to

contribute an estimated \$243,050 for the planning, design, permits, construction management, and construction costs to perform the Barron Creek Concrete Repair caused by the water line break out at Bryant Street.

This Project will be implemented using the District's existing Stream Maintenance Program 2 (SMP-2) Permits. Each year, the District submits a list of proposed projects to SMP-2 regulators for their approval of work to be implemented during the summer season (June 15 - October 15). This project consists of creek bed and side slopes concrete repair work restoring the creek to the as-built condition which does not require formal approval from regulatory agencies under the SMP-2 permits.

Addendum Ratification

One Addendum (Attachment 2) was issued during the bid period to clarify the Project Contract Documents and answer bidders' questions. To formally incorporate the addendum into the Project Contract Documents, staff recommends that the Board ratify this addendum.

Waiver of Minor Irregularities in Bosco Constructors, Inc.'s Bid

Per the Notice to Bidders, paragraph 14, Errors or Discrepancies in the Bids, the District reserves its right to reject any and all bid proposals and to waive minor defects or irregularities in any submitted Bid Form(s).

The Total Bid price was listed incorrectly by Bosco Constructors, Inc. (Bosco) on Bid Form No. 1, Proposal and Bid Items. Bosco left out the price of one Bid Item when adding the Total Bid Amount. All individual Bid Items included both a unit price and total making the math error correctable and not material. After correcting the math error Bosco was still the firm submitting the lowest responsive bid and therefore eligible for contract award.

This minor irregularity is not material and does not affect Bosco's ability to perform the work.

The District's waiver of the minor irregularity does not result in the bid process being unfair or give the firm an unfair advantage over other bidders. The public's best interest is served by waiving the minor irregularity.

Contract Award

Three bid proposals were received and opened on May 29, 2019. The bid proposals are summarized in Table 1 - Bid Results.

A timely bid protest was received on May 31, 2019, from PMK Contractors, LLC., the bidder submitting the second lowest bid. The protest contends Bosco's bid was non-responsive because it failed to list a subcontractor to conduct the construction surveys that Article 15.04 of the contract specifications requires be performed by an independent surveying firm. Public Contract Code (PCC) Section 4104 requires "The name, the location of the place of business, the California contractor license number, . . . in an amount in excess of one-half of 1 percent of the prime contractor's total bid". Section 4104 covers general engineering contractors, general building contractors, and specialty contractors. Land surveyors are licensed under Professional Land Surveyors' Act Business

and Professions Code §§ 8700 - 8805 and are not included in the requirements of PCC Section 4100 et. seq. Based on this distinction, the protest was determined to be without merit.

Staff has reviewed the bid proposals and recommends that the construction contract for the Project be awarded to Bosco for the following reasons:

1. All bid entries and requirements in the proposal submitted by Bosco are in order;
2. Bosco's license is current, active and in good standing;
3. Bosco is in compliance with the requirements of the California Labor Code section 1771.1. Bosco is registered with the California Department of Industrial Relations and qualified to perform public works pursuant to section 1725.5 of the Labor Code; and
4. Bosco is a Department of General Services Small Business.

Table 1 - Bid Results

Company, Location	Bid Amount	Award Amount
Bosco Constructors, Inc.	\$2,685,250	\$2,685,250
PMK Contractors, LLC.	\$2,782,730	
Syblon Reid	\$4,080,700	
Engineer's Estimate: \$2,383,350		

Contingency Funds

If the Board awards the contract, staff recommends approval of \$268,525 (10% of the contract price) in contingency funds for the Project to allow staff to quickly address unforeseen or changed site conditions and other unanticipated occurrences, without causing unnecessary delays or consequential costs to the Project.

The contingency amount was estimated due to known and unknown risks, such as:

1. Unanticipated variances in quantities and cost of various lump sum items estimated in the Bid Proposal;
2. Differing site conditions;
3. Concealed conditions and/or field conditions that may be different from the baseline or as-built information used in preparation of Project Contract Documents;
4. Coordination issues and risks associated with weather conditions and unplanned water releases into the creek; and
5. Potential delays in utility relocations and shut down by utility companies.

Approval of individual change orders will be made up to the designated amounts as follows:

- Engineering Unit Manager: \$100,000.00
- Deputy Operating Officer: Up to the total amount of the contingency

Public Outreach

During construction, steps will be taken to minimize impacts associated with the Project, such as noise and construction traffic. Before beginning the construction, a Project flyer will be mailed to the neighborhood community, informing them of potential issues, as appropriate. Project Contract Documents include requirements and measures to minimize impacts during the construction.

Outreach to Bidders

As part of the District's customary small and local business outreach, the following routine steps were taken: The Notice to Bidders was sent to 20 Minority business Chambers of Commerce and small business groups. In addition, the Notice was sent to certified small business contractors and local and regional firms that have the appropriate license for this type of work. The Notice was provided to the Santa Clara and San Benito Counties Building and Construction Trades Council, which maintains contacts with at least 500 contractors and 70 union representatives, for distribution to their members.

Cost Share Agreement with City of Palo Alto

The District and City are entering into an agreement (Agreement) for cost sharing. The City agrees to contribute the cost for the planning, design, construction and construction management to perform repair of the Barron Creek at Bryant Street caused by the water line break. The agreement is scheduled to go to the City Council on June 24, 2019 for approval.

Next Steps

If the Board awards the contract, staff will proceed with administering the Project construction, which is anticipated to begin this mid-June, and to be completed by the end of September 2019.

FINANCIAL IMPACT:

The cost of construction for the Project is \$2,953,775 including the recommended contingency funds which is consistent with the FY 2019-23 Capital Improvement Program. There are sufficient funds available in the FY 2019-20 WARP budget to cover this cost. The funding source for the Project is the Watersheds Stream Stewardship Fund 12. A portion of the Project cost will be reimbursed by the City of Palo Alto per the Agreement between District and City of Palo Alto.

CEQA:

The District is the lead agency under the California Environmental Quality Act for this Project.

The Project is covered under the Stream Maintenance Program (SMP-2) Permit, 2014-2023. The Environmental Impact Report for the Stream Maintenance Program was certified by the Board on

January 24, 2012.

ATTACHMENTS:

Attachment 1: Map

Attachment 2: Addendum No. 1

Attachment 3: Project Delivery Process Chart

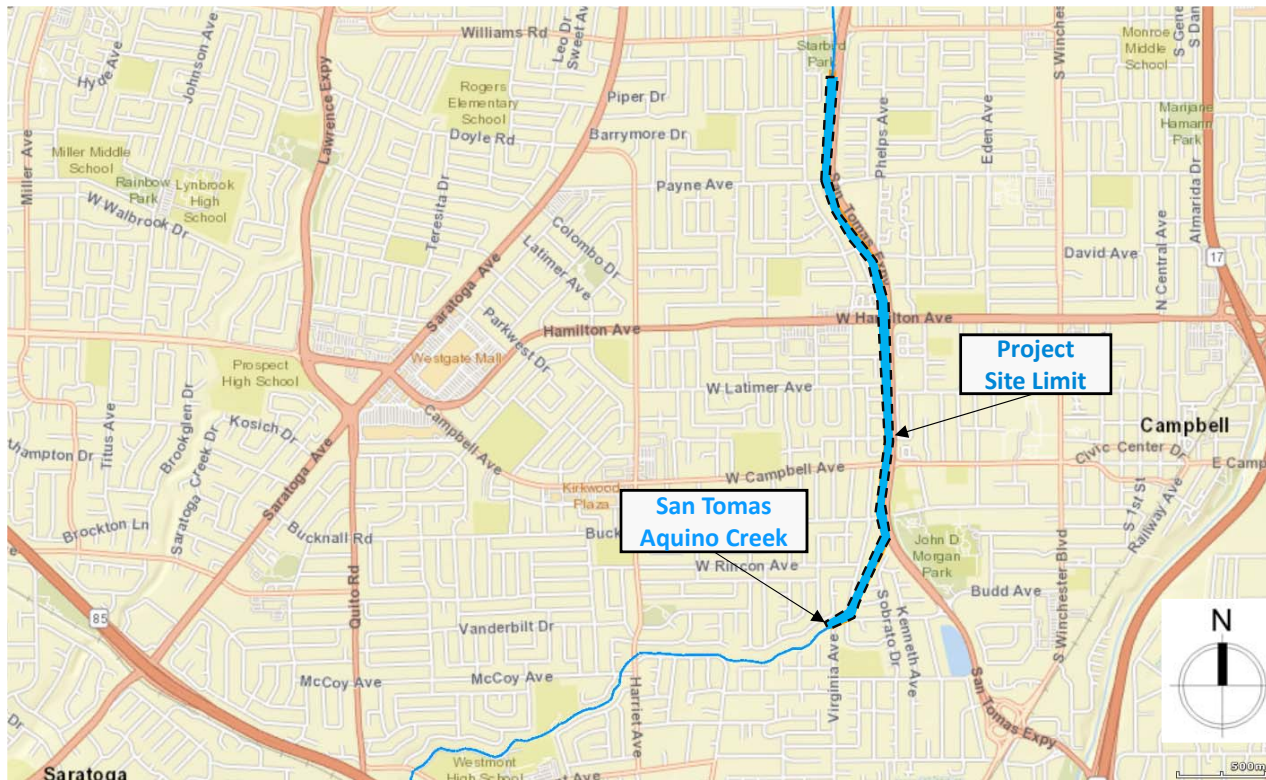
UNCLASSIFIED MANAGER:

Ngoc Nguyen, 408-630-2632

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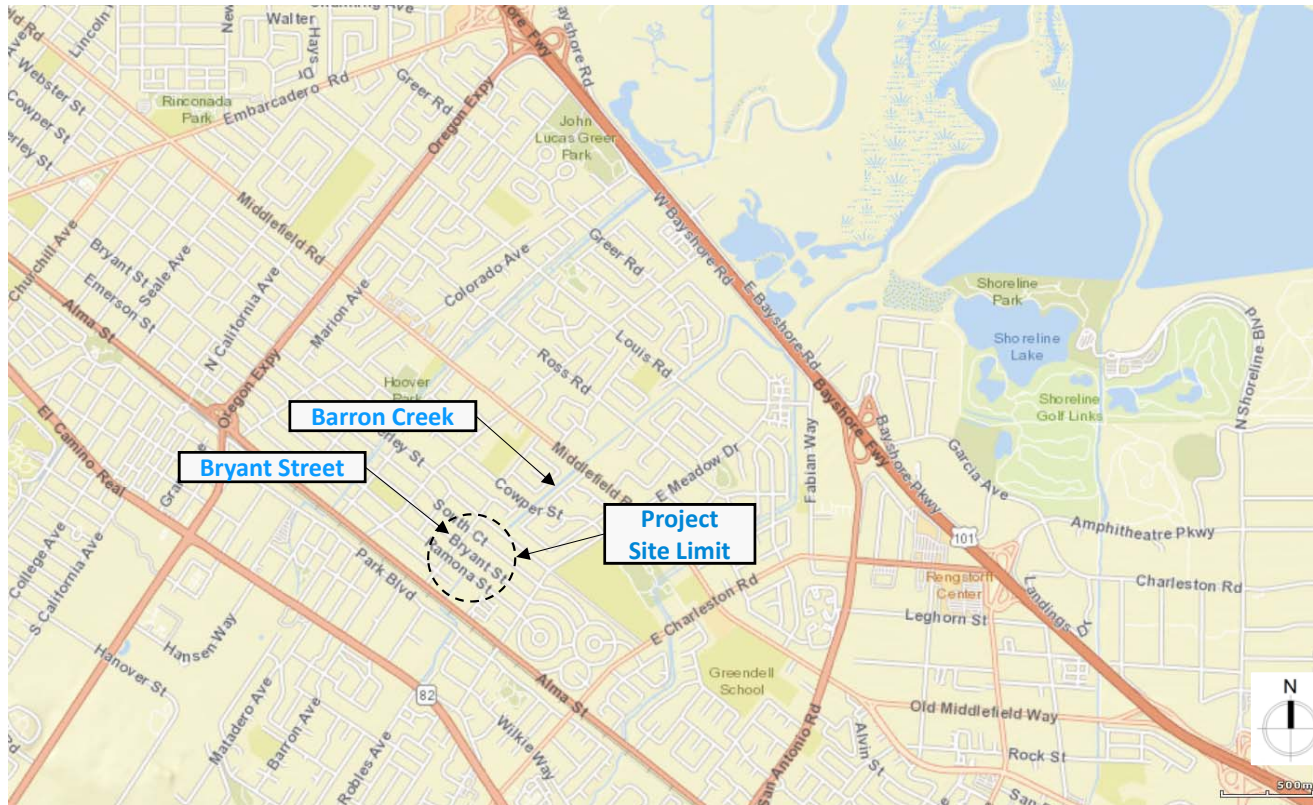
Project Location – San Tomas Aquino Creek

1



San Tomas Aquino Creek Erosion Repair Project - City of Campbell and City of San Jose

Project Location – Barron Creek



Barron Creek Concrete Repair at Bryant Street Project – City of Palo Alto



CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118-3686
TELEPHONE (408) 630-3088
FACSIMILE (408) 979-5631
www.valleywater.org
scvwdplanroom@valleywater.org

*Notification of this Addendum is transmitted via email to all current plan holders.
This Addendum is posted on the District website at
www.valleywater.org/Programs/Construction.aspx.*

May 23, 2019

**ADDENDUM NO. 1
TO CONTRACT DOCUMENTS FOR
SAN TOMAS AQUINO CREEK EROSION REPAIR FROM USGS GAGE NEAR WILLIAMS ROAD
TO VIRGINIA AVENUE & BARRON CREEK CONCRETE REPAIR AT BRYANT STREET PROJECT
Project No. 62084001 Task Nos. 5192 and 5204 Contract No. C0647**

Notice is hereby given to Prospective Bidders that the Contract Documents are modified as hereinafter set forth.

BID DOCUMENTS

NOTICE TO BIDDERS

Paragraph 3. Summary of Work.

A. Project Description.

REPLACE Nos. 21., 22., and 23., with:

- "21. Construct class 2 aggregate base below proposed concrete slab at Barron Creek;
- 22. Construct new reinforced concrete slab underneath the Barron Creek Bridge at Bryant Street;
- 23. Repairing spalled concrete surface area on the underside of the bridge deck and on the bridge wingwall at Barron Creek;"

ADD Nos. 24. and 25. as follows:

- "24. Photographic/video documentation, post-construction survey photos and videos;
- 25. At Barron Creek, perform post-construction cleaning and video inspection of the Existing City of Palo Alto 8" VCP Sewer line."

BID FORM NO. 1

REPLACE BID FORM NO. 1 Proposal and Bid Items with:

“BID FORM NO. 1 (REV 1) Proposal and Bid Items” (**ATTACHMENT 1**)

SPECIFICATIONS AND CONTRACT DOCUMENTS

TABLE OF CONTENTS

SECTION 20. SUBMITTAL AND QUALITY REQUIREMENTS

REPLACE title of Article 20.04.02. Contractor’s Quality Control Staffing Requirements with:

“20.04.02. Independent Quality Control Manager—Bid Item No. 8”

SECTION 29. CONCRETE

REPLACE numbering of Article 29.06.03.01. Testing with:

“29.06.04. Testing”

REPLACE numbering of Article 29.06.03.02. Submittals with:

“29.06.05. Submittals”

REPLACE numbering of Article 29.06.03.03. Measurement with:

“29.06.06. Measurement”

REPLACE numbering of Article 29.06.03.04. Payment with:

“29.06.07. Payment”

REPLACE numbering of Article 29.07.03.01. Testing with:

“29.07.04. Testing”

REPLACE numbering of Article 29.07.03.02. Submittals with:

“29.07.05. Submittals”

REPLACE numbering of Article 29.07.03.03. Measurement with:

“29.07.06. Measurement”

REPLACE numbering of Article 29.07.03.04. Payment with:

“29.07.07. Payment”

REPLACE numbering of Article 29.08.03.01. Testing with:

“29.08.04. Testing“

REPLACE numbering of Article 29.08.03.02. Submittals with:

“29.08.05. Submittals“

REPLACE numbering of Article 29.08.03.03. Measurement with:

“29.08.06. Measurement“

REPLACE numbering of Article 29.08.03.04. Payment with:

“29.08.07. Payment“

SPECIAL PROVISIONS

SECTION 12. WORK AND CONTRACT TIME(S)

Article 12.01. Summary of Work

REPLACE Nos. A.21., A.22., and A.23., with:

- “21. Construct class 2 aggregate base below proposed concrete slab at Barron Creek;
- 22. Construct new reinforced concrete slab underneath the Barron Creek Bridge at Bryant Street;
- 23. Repairing spalled concrete surface area on the underside of the bridge deck and on the bridge wingwall at Barron Creek;”

ADD Nos. A.24. and A.25., as follows:

- “24. Photographic/video documentation, post-construction survey photos and videos;
- 25. At Barron Creek, perform post-construction cleaning and video inspection of the Existing City of Palo Alto 8” VCP Sewer line.”

Article 12.07. Changes

REPLACE Paragraph CC. in its entirety with:

- “CC. Referencing Article 3.03.B., the Professional Scheduler shall have at least two (2) years of dedicated work experience exclusively in applying and developing, updating and maintaining schedules using Primavera P6 Professional Project Management software and/or Microsoft Project for construction projects. The Contractor must provide submittal of the Professional Scheduler’s resume and experience commensurate with scheduler’s use of Primavera P6 and/or Microsoft Project.”

SECTION 14. SPECIAL REQUIREMENTS

Article 14.02.01. Payment

REPLACE Paragraph B. in its entirety with:

- "B. Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in picking up and installing the District furnished signs for Barron Creek, as specified in these Specifications, and as directed by the Engineer shall be included in the lump sum price bid for **MOBILIZATION, DEMOBILIZATION, DEMOLITION, AND DISPOSAL FOR BARRON CREEK, Supplemental Bid Item No. 8**, if authorized by the District, and no separate payment will be made therefor."

Article 14.05.01. Payment

REPLACE Paragraph B. in its entirety with:

- "B. At Barron Creek, full compensation for doing all Work necessary to provide temporary utilities shall be included in the lump sum price bid for **MOBILIZATION, DEMOBILIZATION, DEMOLITION, AND DISPOSAL FOR BARRON CREEK—Supplemental Bid Item No. 8**, if authorized by the District, and no separate payment will be made therefor."

Article 14.06. Staging Area

REPLACE Paragraph I. in its entirety with:

- "I. Contractor can use property within District right of way or within District easements as staging area with no fee, provided the staging area is within project limits and outside top of creek banks. Alternatively, Contractor can secure staging areas on their own adjacent to the work area, but not in the main work area(s), with no obligation from the District. A copy of other owners' confirmation(s) of use of alternate staging areas must be provided to the District."

Article 14.06.01. Payment

REPLACE Paragraph B. in its entirety with:

- "B. At Barron Creek, full compensation for doing all Work necessary to provide staging areas as specified herein shall be included in the lump sum price bid for **MOBILIZATION, DEMOBILIZATION, DEMOLITION, AND DISPOSAL FOR BARRON CREEK—Supplemental Bid Item No. 8**, if authorized by the District, and no separate payment will be made therefor."

SECTION 16. WORK CONSTRAINTS AND SITE RESTRICTIONS

Article 16.03. Protection of Existing Improvements

REPLACE Article 16.03. in its entirety with:

“16.03. Protection of Existing Improvements

- A. The Contractor's attention is directed to Standard Provisions Article 4.10. "Preservation of Property."
- B. Any City signs, traffic striping and/or pavement parking, or any other City-owned monuments damaged or destroyed by the Contractor's operations shall be replaced by the Contractor to the satisfaction of the City at the Contractor's sole expense.
- C. At San Tomas Aquino Creek, Contractor shall only access designated areas as shown on the Drawings. Contractor shall be responsible for erecting temporary fences to designate access areas for equipment. Contractor shall restore the site to pre-construction conditions or better at the conclusion of the project and as detailed in the Drawings. Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in protecting existing improvements, as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer shall be included in the lump sum price bid for **MOBILIZATION, DEMOBILIZATION, DEMOLITION, AND DISPOSAL FOR SAN TOMAS AQUINO CREEK—Bid Item No. 2.**, and no separate payment will be made therefor.
- D. At Barron Creek, Contractor shall only access designated areas as shown on the Drawings. Contractor shall be responsible for erecting temporary fences to designate access areas for equipment. Contractor shall restore the site to pre-construction conditions or better at the conclusion of the project and as detailed in the Drawings. Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in protecting existing improvements, including potholing, as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer shall be included in the lump sum price bid for **MOBILIZATION, DEMOBILIZATION, DEMOLITION, AND DISPOSAL FOR BARRON CREEK—Supplemental Bid Item No. 8.**, if authorized by the District, and no separate payment will be made therefor."

SECTION 19. ENVIRONMENTAL

Article 19.02. Other Discharge Permits

DELETE Paragraph F.

Article 19.03.01. Payment

REPLACE Paragraph B. in its entirety with:

- "B. Full compensation for doing all Work necessary to prepare and implement the BMP Action Plan, including all Materials, labor, Equipment, services, supervision, documentation, and submittals, for Barron Creek work shall be included in the Not-to-Exceed (NTE) price bid for **COMPLIANCE WITH ENVIRONMENTAL PERMITS FOR BARRON CREEK—Supplemental Bid Item No. 2**, if authorized by the District, and no separate payment will be made therefor. Contractor shall provide the schedule of values for this payment. Documentation and justification for this NTE is required."

Article 19.07.08. Payment

REPLACE Paragraphs A. and B. in their entirety with:

- "A. Work involved in complying with the requirements of this Article 19.01. to 19.10. for San Tomas Aquino Creek work shall be considered as included in the Not-to-Exceed (NTE) price bid for **COMPLIANCE WITH ENVIRONMENTAL PERMITS FOR SAN TOMAS AQUINO CREEK—Bid Item No. 1**, and no separate payment will be made therefor. Contractor shall provide the schedule of values for this payment. Documentation and justification for this NTE is required."
- B. Work involved in complying with the requirements of this Article 19.01. to 19.10. for Barron Creek work shall be considered as included in the Not-to-Exceed (NTE) price bid for **COMPLIANCE WITH ENVIRONMENTAL PERMITS FOR BARRON CREEK—Supplemental Bid Item No. 2**, if authorized by the District, and no separate payment will be made therefor. Contractor shall provide the schedule of values for this payment. Documentation and justification for this NTE is required."

SECTION 20. SUBMITTAL AND QUALITY REQUIREMENTS

Article 20.04.02. Contractor's Quality Control Staffing Requirements

REPLACE title of Article "20.04.02. Contractor's Quality Control Staffing Requirements" with:

"20.04.02. Independent Quality Control Manager—Bid Item No. 8"

REPLACE Paragraph A. in its entirety with:

- "A. Consistent with Item 10. of Article 20.01.02. "Immediate Submittals" of these Specifications, the Contractor shall have a qualified independent QC Manager who

must always be on-site whenever permanent Work, including control of water and water quality monitoring, is being performed. This independent QC Manager shall report directly to a senior manager of the Contractor to ensure organizational freedom, identify quality problems, and initiate and recommend solutions. The Contractor shall maintain QC over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality. Testing and inspection shall not relieve the Contractor of its responsibility for quality of Material in place.”

Article 20.04.04. Payment

REPLACE Paragraph A. in its entirety with:

- “A. Payment for securing the services of an Independent Quality Control Manager shall be included in the Not-to-Exceed (NTE) price bid for **INDEPENDENT QUALITY CONTROL MANAGER—Bid Item No. 8**. Final payment shall be based on certified documentation of fees paid to the Independent Quality Control Manager, including Contractor’s profit and overhead expenses for securing services of the Independent QC Manager.”

ADD Paragraph B. as follows:

- “B. For the other items described in this section, unless noted otherwise, full compensation for Work involved in complying with all requirements under Special Provisions Section 20, “Submittal and Quality Requirements” shall be considered incidental and included in the Contract Price(s) paid for the various items of Work involved; no additional time or payment will be made therefor.”

SECTION 21. PAYMENT PROCEDURES

Article 21.01.02. Description of Bid Items

REPLACE Bid Item No. 7 in **Regular Bid Items** with:

- “Bid Item No. 7 SEDIMENT EXCAVATION FOR SAN TOMAS AQUINO CREEK (TON)
[Section 24.01.01.]”

ADD to the end of **Regular Bid Items** as follows:

- “Bid Item No. 8 INDEPENDENT QUALITY CONTROL MANAGER (NTE) [Section
20.04.02.]”

TECHNICAL PROVISIONS

SECTION 23. PREPARATORY WORK

Article 23.01.04. Testing

REPLACE Paragraph A. in its entirety with:

- "A. Contractor shall be responsible for performing soil samples and having the soil samples analyzed by a certified laboratory to determine the eligibility to dispose export materials soil samples per Article 23.02. at a licensed landfill site, which is in compliance with all regulatory agencies' permits and local, state and federal laws. Soil test results are presented in Addendum No. 1, Attachment 4 (located approximately 700 feet upstream of Rincon Avenue) and Attachment 5 (located upstream of USGS gage near Williams Road). Contractor shall dispose sediment to a legal disposal site per these specifications and provide receiver's signature to District."

Article 23.01.07. Payment

REPLACE Paragraph C. in its entirety with:

- "C. At Barron Creek, full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work required for mobilization and demobilization, demolition and disposal, as shown on the Drawings, as described in Article 23.01. of these Specifications, including Article 14.06., staging areas of these Specifications, notification to the adjacent property owners, and as directed by the Engineer, shall be included in the lump sum price bid for **MOBILIZATION & DEMOBILIZATION, DEMOLITION & DISPOSAL FOR BARRON CREEK—Supplemental Bid Item No. 8**, if authorized by the District, and no separate payment will be made therefor."

Article 23.02.04. Payment

REPLACE Paragraph B. in its entirety with:

- "B. Payment per this Article at Barron Creek shall be considered as included in the lump sum price bid for **MOBILIZATION & DEMOBILIZATION, DEMOLITION & DISPOSAL FOR BARRON CREEK—Supplemental Bid Item No. 8**, if authorized by the District, and no separate payment including top soil removal and disposal will be made therefor."

Article 23.03.01.05. Payment

REPLACE Paragraph C. in its entirety with:

- "C. At Barron Creek, full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work required for Control of Water, as specified in these Specifications, and as directed by the Engineer, shall be considered

as included in the lump sum price bid for **CONTROL OF WATER FOR BARRON CREEK—Supplemental Bid Item No. 9**, if authorized by the District, and no separate payment will be made therefor.”

Article 23.05.04. Payment

REPLACE Paragraph A. in its entirety with:

- “A. Payment per this Article shall be considered as included in the lump sum price bid for **CLEANING AND VIDEO INSPECTION OF SEWER PIPE FOR BARRON CREEK — Supplemental Bid Item No. 6**, if authorized by the District, and no separate payment will be made therefor.”

SECTION 24. EXCAVATION

Article 24.01.01.01. Scope of Work

REPLACE Paragraph B. in its entirety with:

- “B. Channel Excavation for Barron Creek, shall include export materials as described in these Specifications, but not limited to excavation of bed, bank and slopes and shall consist of all work and materials necessary to excavate below the existing concrete slab that was removed under Supplemental Bid Item No. 3, transport, and disposal of unsuitable material as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer.”

Article 24.01.01.07. Payment

REPLACE Paragraph B. in its entirety with:

- “B. At Barron Creek, full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work required for channel excavation, including staged removal/excavation of sediment, identification and separation of vegetation, organic materials, trash, debris, testing of export materials, off haul, temporary storage, disposal and disposal fees, as shown on the Drawings, as specified in these Specifications, and as directed by the Engineer, providing survey for excavation quantity measurement, construction of working platform if required, shall be considered as included in the lump sum price bid for **MOBILIZATION & DEMOBILIZATION, DEMOLITION & DISPOSAL FOR BARRON CREEK – Supplemental Bid Item No. 8**, if authorized by the District, and no separate payment will be made therefor.”

Article 24.02.07. Payment

REPLACE Paragraph A. in its entirety with:

- “A. Payment for the removal of export/unsuitable materials, per this Article, including off haul, disposal, disposal fees, shall be considered as included in the lump sum price

bid for **MOBILIZATION & DEMOBILIZATION, DEMOLITION & DISPOSAL FOR BARRON CREEK – Supplemental Bid Item No. 8**, if authorized by the District, and no separate payment will be allowed for the export/unsuitable material.”

SECTION 25. REMOVE CONCRETE

Article 25.01.07. Payment

REPLACE Paragraph A. in its entirety with:

- “A. At Barron Creek, full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work required for concrete removal, demolition, hauling, and disposal, and excavation of existing base as shown on the Drawings, as described in Sections 24 and 25 of these Specifications, and as directed by the Engineer, shall be considered as included in the lump sum price bid for **REMOVE CONCRETE FOR BARRON CREEK—Supplemental Bid Item No. 3**, if authorized by the District, and no separate payment will be made therefor.”

SECTION 26. CHAIN LINK FENCE

Article 26.01.07. Payment

REPLACE Paragraph A. in its entirety with:

- “A. For Barron Creek, unless noted otherwise, full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in complying with all requirements under Section 26, “Chain Link Fence,” shall be considered as included in the lump sum price bid for **MOBILIZATION & DEMOBILIZATION, DEMOLITION & DISPOSAL FOR BARRON CREEK—Supplemental Bid Item No. 8**, if authorized by the District, and no separate payment will be made therefor.”

SECTION 28. AGGREGATE BASE

Article 28.01.07. Payment

REPLACE Paragraph A. in its entirety with:

- “A. Unless noted otherwise, full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in complying with all requirements under Section 28, “Aggregate Base” shall be considered as included in the unit bid price per cubic yard for **STRUCTURAL CONCRETE FOR BARRON CREEK—Supplemental Bid Item No. 4**, if authorized by the District, and no separate payment will be made therefor.”

SECTION 29. CONCRETE

Article 29.01.07. Payment

REPLACE Paragraph B. in its entirety with:

- "B. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to supply Structural Concrete per this Article to construct reinforced concrete slab, including the needed aggregate base with 95% compaction, all steel reinforcement bars, fiberglass bar dowels, drill and bond dowels (chemical adhesive), weepholes, all joints, as shown on the Drawings, as required to complete the project, as specified by these Specification, and as directed by the Engineer shall be considered as included in the unit bid price per cubic yard for **STRUCTURAL CONCRETE FOR BARRON CREEK—Supplemental Bid Item No. 4**, if authorized by the District, and no separate payment will be made therefor."

Article 29.02.07. Payment

REPLACE Paragraph A. in its entirety with:

- "A. Full compensation for furnishing all labor, steel reinforcement bars, expanded polyethylene, materials, tools, equipment and incidentals, and for doing all work to supply Concrete Blanket for Sewer Pipe for Barron Creek as shown on the Drawings, as required to complete the project, as specified by these Specification, and as directed by the Engineer shall be considered as included in the unit bid price per cubic yard for **CONCRETE BLANKET FOR SEWER PIPE FOR BARRON CREEK—Supplemental Bid Item No. 5**, if authorized by the District, and no separate payment will be made therefor."

Article 29.06.03.01. Testing

REPLACE title of Article "29.06.03.01. Testing" with:

"29.06.04. Testing"

Article 29.06.03.02. Submittals

REPLACE title of Article "29.06.03.02. Submittals" with:

"29.06.05. Submittals"

Article 29.06.03.03. Measurement

REPLACE title of Article “**29.06.03.03. Measurement**” with:

“**29.06.06. Measurement**”

Article 29.06.03.04. Payment

REPLACE title of Article “**29.06.03.04. Payment**” with:

“**29.06.07. Payment**”

Article 29.07.03.01. Testing

REPLACE title of Article “**29.07.03.01. Testing**” with:

“**29.07.04. Testing**”

Article 29.07.03.02. Submittals

REPLACE title of Article “**29.07.03.02. Submittals**” with:

“**29.07.05. Submittals**”

Article 29.07.03.03. Measurement

REPLACE title of Article “**29.07.03.03. Measurement**” with:

“**29.07.06. Measurement**”

Article 29.07.03.04. Payment

REPLACE Article **29.07.03.04. Payment** in its entirety with:

“29.07.07. Payment

- A. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work for chipping, cleaning, removing and disposing, and installation and application of the patching material as shown on the Drawings and as directed by the Engineer shall be included in the unit bid price per square foot for **REPAIR SPALLED SURFACE AREAS FOR BARRON CREEK—Supplemental Bid Item No. 7**, if authorized by the District, and no separate payment will be made therefor.”

Article 29.08.03.01. Testing

REPLACE title of Article “**29.08.03.01. Testing**” with:

“29.08.04. Testing”

Article 29.08.03.02. Submittals

REPLACE title of Article “**29.08.03.02. Submittals**” with:

“29.08.05. Submittals”

Article 29.08.03.03. Measurement

REPLACE title of Article “**29.08.03.03. Measurement**” with:

“29.08.06. Measurement”

Article 29.08.03.04. Payment

REPLACE title of Article “**29.08.03.04. Payment**” with:

“29.08.07. Payment”

GENERAL QUESTIONS & RESPONSE

Question 1	Regarding the Contractor’s Scheduler, specification section 5.04.A references a scheduler with experience using Primavera, Microsoft Project, or similar software. Specification section 5.05.02.A.1 also states schedule to be prepared using Primavera, Microsoft Project, or similar software. However, specification section 12.07.CC states scheduler shall have experience using Primavera only. Our Company and Project Manager’s/Scheduler’s use Microsoft Project. Is a resume and experience using Microsoft Project acceptable to the District?
Response 1	Microsoft Project is acceptable. Article 12.07.CC. has been revised in Addendum No. 1 to clarify the requirement.
Question 2	Regarding Contractor’s Site Safety and Health Supervisor, specification section 8.11.B appears to require a full-time on-site Site Safety and Health Officer with no other duties. Please confirm or clarify if the Project Manager or Superintendent can also be the Site Safety and Health Representative.
Response 2	The Project Manager or Superintendent cannot be the Site Safety and Health Representative. Comply with Article 8.11.B.

Question 3	Specification section 8.12.D states the safety and health plan shall be prepared and signed by a certified industrial hygienist (CIH). This is an unusual requirement unless the project is a hazardous waste cleanup project. Usually the Contractor's Site Safety and Health Plans are prepared by a Construction Health and Safety Technician (CHST) or a Construction Safety Professional (CSP). Please clarify if this is acceptable to the District, and if not, what is driving the requirement of a CIH.
Response 3	Contractor shall comply with Article 8.12.D. Requirement of a Certified Industrial Hygienist (CIH) is a District standard.
Question 4	Specification section 19.02.E states the Contractor's Independent Water Quality Monitoring Contractor shall comply with the requirements of the Water Quality Monitoring Plan. Can the District provide names and contact information of Independent Water Quality Monitoring Contractor's that have been used on previous projects that are acceptable to the District?
Response 4	The Contractor shall research and hire a qualified Independent Water Quality Monitoring Contractor meeting these specifications.
Question 5	Specification section 20.01.02.A.10 requires at least (2) resumes of Contractor's Independent QC Manager who <u>shall not</u> be an employee or staff of the Contractor. And that the District shall have the unqualified decision to choose which QC Manager the Contractor must employ. Can the District provide names and contact information of Independent QC Manager's that have been used on previous projects that are acceptable to the District?
Response 5	The Contractor shall research and hire a qualified Independent Quality Control Manager meeting these specifications.
Question 6	Specification section 16.04.02 states extensive requirements for Contractor to provide pre-construction and post-construction photographic and video documentation of all property owners adjacent to the San Tomas Aquino Creek and Barron Creek. There are over 100 properties adjacent to these creeks and all appear to have fences separating the properties from the project limits. This section states documenting cracks, settlement, leakage, distress and the like of these properties. Does the District expect Contractors to contact each property owner to gain access to photo/video their entire property and foundations, or would we just photo/video the fence line from the creek side? Can the District please clarify, as this could be a very timely and expensive requirement?
Response 6	At a minimum, the Contractor shall photo/video document the property features visible from the creek side.
Question 7	Specification section 23.05 discusses cleaning and video inspection of the existing 8" VCP sewer pipe at Barron Creek. This is accomplished by

	accessing the upstream and downstream sewer manholes. Can the District please provide location and distances between the upstream and downstream sewer manholes?
Response 7	See ATTACHMENT 2 of Addendum No. 1 for information showing the location and distance of the 2 manholes for which the 8" VCP sewer line requires pre and post-construction cleaning and video inspection.
Question 8	Specification section 24.01.01.06 states measurement of sediment excavation quantities for payment shall be based on a per ton basis with weight tickets for empty trucks and sediment loaded trucks. And that no cubic yard measurement and/or conversion is allowed. Section 24.01.01.07 states payment for this item shall be included in the unit price bid per ton. However, Bid Item 7 "Sediment Excavation for San Tomas Aquino Creek" is based on 25 cubic yards on the Bid Form. Please clarify if the District should convert this bid item to Tons.
Response 8	The correct unit measurement for Sediment Excavation shall be "TON". The specifications and Bid Form No. 1 have been revised to reflect unit price per TON in Addendum No. 1 revisions and ATTACHMENT 1 "BID FORM NO. 1 (REV 1) Proposal and Bid Items".
Question 9	Specification section 20.04.02.A states the Contractor shall have a qualified independent QC Manager who must always be on-site whenever permanent Work is being performed. We assume this to mean permanent material work (i.e. placing concrete, rebar, aggregate base, concrete spot repairs). Please clarify if the District also expects a QC Manager on-site during non-permanent material work (i.e. sediment excavation, clearing vegetation, concrete demolition, or water bypassing).
Response 9	See Addendum No. 1, Article 20.04.02.A. for clarification.
Question 10	Specification 15.04.E, items 1 through 8, discusses providing construction staking along the entire length of the canal, including slope stakes. Is this really required since the work just calls for a 3" minimum concrete overlay on top of the existing concrete grade? Also, Section 15.04.I calls for a Pre-Project Survey and Finished Grade Survey after final concrete layer to be used for measurement of concrete quantities. Would concrete tickets be acceptable for concrete quantity measurement purposes?
Response 10	District requires a pre-project survey and finished grade survey after the concrete has been placed to be used for measurement and payment of the High Early Strength Fiber Reinforced Concrete, which will be supported by the truck tickets.
Question 11	Please reference Contract Drawing Sheets G-14 and C-10, Parcel 404-07-033 San Jose Water Works. To help eliminate all the bidding contractors from contacting San Jose Water Works, can the District please contact them


	to confirm Contractor access to this parcel for 1-2 days to facilitate a concrete pump and concrete trucks for placing the invert concrete in this area?
Response 11	See Article 16.02.01.B for contact information of San Jose Water Company.
Question 12	Please reference Contract Drawing Sheet C-19, Detail 6. The detail shows to "wet concrete sawcut" a 1/8" wide by 1/2" deep contraction/score line joint. Will the District accept a concrete tooled contraction/score line joint in lieu of wet concrete sawcut joint?
Response 12	The contraction/score joint shall be a wet concrete sawcut joint.
Question 13	Specification section 14.06, items A through R, discusses staging area requirements. The Contract Drawings do not identify any Contractor staging areas. Please clarify locations of staging areas available for Contractor's use.
Response 13	Addendum No. 1 has revised Specification Article 14.06. Staging Area, Item I. to clarify that the Contractor can use property within District right of way or within District easements as staging area with no fee, provided the staging area is within project limits and outside top of creek banks.
Question 14	<p>Bid Item No. 5 – Spot Repair for San Tomas Aquino Creek – 110 SF</p> <p>I'm trying to figure out the number of locations for this repair. The locations on the plans are called out below, but I think there should only be a single arrow as one arrow is pointing to the dirt area?</p> <p>There are 21 "Spot Repair Concrete, callouts on the plans, but each call out shows two locations.</p> <p>Please confirm the number of locations, 21 or 42 each?</p>
Response 14	<p>The callout reads "SPOT REPAIR CONCRETE SEE NOTE 3, TYP". Note 3 reads: SPOT REPAIR CONCRETE LOCATIONS ON THE CONCRETE PAVED SLOPE LINING AND BOTTOM CONCRETE LINING WILL BE DETERMINED BY THE ENGINEER."</p> <p>The callout is not indicative of the actual locations of spot repair. The callout and note indicate that the project includes spot repair concrete, and that the actual locations of spot repair concrete will be determined in the field by the Engineer. The identification of the spot repair concrete locations will be performed after the Contractor cleans the channel slopes of any debris and vegetation.</p>

Question 15	<p>I believe the scale of 1" = 20' shown on plans C.01 thru C0.11 is not correct. It should be 1" = 40'</p> <p>I checked the scale on C-08 (Station Line 90+00 to Station Line 85+00) should be 500 feet, at the current scale of 1" = 20", it scales at 250'.</p> <p>I haven't completed my quantity take off yet, but it appears that the current bid item quantities are correct.</p> <p>Please confirm that the scale on the plan sheets listed above should be 1" = 40'</p>
Response 15	<p>The scale on Sheets C-01 through C-11 is correct at 1" = 20' is correct. If the plans are printed on 11" x 17" paper, then the drawings are likely half-size. Please verify the scale with the bar scale provided in the title block.</p>
Question 16	<p>This question references the dowelling component of Bid Item # 4 (High early strength concrete)</p> <p>Please see the schematic listed below.</p> <p>The detail below shows #3 x 30" fiberglass "rebar" dowels @ 12" o.c. at the expansion joints.</p> <p>One end of the rebar dowel is shown wrapped with 2 layers of 50 lb. building paper and capped with a PVC cap. The intent of this detail is to provide a slip condition at the expansion joint.</p> <p>Would it be acceptable to use a premanufactured cardboard sleeve with a taped end, in lieu of the building paper and PVC cap?</p>

	<p>DETAIL 5 EXPANSION JOINT @ EVERY 96' MAX (MULTIPLES OF 6' AT S)</p> <p>SCALE: 1/2"</p> <p>Thanks for any response</p>
Response 16	No. See Detail 5, on Sheet C-19.
Question 17	Your Army Corp. permit appears to have expired on April 15, 2019 (first page "General Conditions" item 1).
Response 17	See ATTACHMENT 3 in this Addendum No. 1 for a Depart of the Army Permit Time Extension until April 15, 2020.
Question 18	Special Provision 19.02 E says the "Contractor's Independent Water Quality Monitoring Contractor" is to do the water sampling and submit to District weekly. The Water Quality Monitoring Plan in Appendix D Section 5 indicates "The District or its designated water quality monitoring contractor, will perform..." the twice daily sampling required by the plan. So who's doing the water sampling, the District or the Contractor? And if it's the Contractor can we self-perform this work?
Response 18	Contractor shall hire an independent company on behalf of the District, to perform any water quality monitoring that may be needed per the specifications and site conditions. The Water Quality Monitoring Plan (October 2018) provided in Appendix D was meant for the District's own work. In this case, District is engaging a Contractor to perform the work.
Question 19	Special Provision 23.01.04 "Testing" says "Soil test results and acceptability letter from Newby landfill site is presented in the Appendix." I can't find this, which appendix is it in?
Response 19	See Addendum No. 1, Article 23.01.04 for clarification. See ATTACHMENT 4 (located approximately 700 feet upstream of Rincon Avenue) and ATTACHMENT 5 (located upstream of USGS gage near Williams Road) in Addendum No. 1 for sediment test results.
Question 20	There are several bid items pre-filled in with Not-to-Exceed (NTE) dollar amounts. What if an NTE bid item costs contractors more than the stated NTE amount? How will this be handled?
Response 20	The Not-to-Exceed (NTE) dollar amounts stated in Bid Form No. 1 are based on estimates derived from past experience, and set a level playing field for

	those bid items. Payment for the NTE items are as specified in the payment clauses in the specifications for the items of work.
Question 21	The specs and plans refer to "Power Blasting existing surfaces, typ" with no reference to what they want... i.e. remove the cementitious fines (specify depth of cut) to expose the aggregate or power blast to remove any sediment remains to provide a clean concrete surface?
Response 21	Please refer to Specifications Article 29.01.03.H.
Question 22	Please confirm that "Power Blasting" means "Power Washing" with pressurized water.
Response 22	Please refer to Specifications Article 29.01.03.H.

THIS ADDENDUM NO. 1, WHICH CONTAINS 19 PAGES AND 5 ATTACHMENTS, IS ATTACHED TO AND IS A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THIS PROJECT.


 Venkatesan Narasimhalu, P.E., P.L.S.
 Capital Engineering Manager
 Design and Construction Unit

Date: 5/23/2019


 Ngoc Nguyen, P.E.
 Deputy Operating Officer
 Watersheds Design and Construction Division

Date: 5/23/2019

Enclosure(s):

- ATTACHMENT 1:** BID FORM NO. 1 (REV 1) Proposal and Bid Items
- ATTACHMENT 2:** SEWER MANHOLE LOCATIONS
- ATTACHMENT 3:** DEPARTMENT OF THE ARMY PERMIT - SMP2 - TIME EXTENSION
- ATTACHMENT 4:** SEDIMENT TEST RESULTS #1 (Located approximately 700 feet upstream of Rincon Avenue)
- ATTACHMENT 5:** SEDIMENT TEST RESULTS #2 (Located upstream of USGS gage near Williams Road)

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**SAN TOMAS AQUINO CREEK EROSION REPAIR &
BARRON CREEK CONCRETE REPAIR AT BRYANT STREET PROJECT**

ADDENDUM 1

ATTACHMENT 1

BID FORM NO. 1 (REV 1)

Proposal and Bid Items

Project No. 62084001

Contract No. C0647

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BID FORM NO. 1 (REV. 1)
Proposal and Bid Items

*This form must be completed in **ink** and changes must be **initialed**.*

Honorable Board of Directors
Santa Clara Valley Water District (District)

Pursuant to, and in compliance with, the Notice to Bidders and the Contract Documents, relating to the **SAN TOMAS AQUINO CREEK EROSION REPAIR FROM USGS GAGE NEAR WILLIAMS ROAD TO VIRGINIA AVENUE AND BARRON CREEK CONCRETE REPAIR AT BRYANT STREET PROJECT**, the undersigned Bidder having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and costs of the Work and having fully inspected the Work site in all particulars, hereby proposes and agrees to fully perform the Work, including providing any and all labor and materials and performing all Work required to construct and complete said Work within the contract time stated and in accordance with the requirements of the Contract Documents, for the following sum of money.

The undersigned Bidder agrees to complete all the Work within **99** calendar days from the first chargeable day of the Contract, as stated in the Notice to Begin Work. The Bidder agrees to enter into a Contract with the District and provide the required bonds and insurance in accordance with the Instructions to Bidders, Contract Bonds, paragraph #21 and Execution of Contract, paragraph #22. If the Bidder fails to meet these requirements within the time specified in the Instruction to Bidders, Failure to Execute Contract, paragraph #23, the Bidder's security accompanying this Proposal may be forfeited and become the property of the District. No Contract exists until all Contract bonds and insurance documents have been accepted by the District.

TOTAL BID: \$ _____

Bidder acknowledges receipt of the following Addenda to the Bid Documents:
Addenda are posted online at <https://www.valleywater.org/construction>.

☐ **NO** Addenda received

☐ Addenda received as follows:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

Failure to acknowledge receipt of an Addendum on the Bid Form is not, in itself, cause for withdrawal or rejection of Bid, if it can be established that Bidder did, in fact, receive such Addendum prior to Bid opening.

BIDDER'S COMPANY INFORMATION	
NAME:	ADDRESS:
CONTRACTOR'S CALIFORNIA LICENSE NUMBER:	
DATE OF EXPIRATION:	
LICENSE CLASSIFICATION(S):	
PHONE No.: ()	FAX No.: ()
EMAIL ADDRESS:	
SIGNATURE BLOCK (Signature Block must be completed in <i>ink</i> and changes must be <i>initialed</i>.)	
Bidder's Signature:	Date:
Bidder's Name and Title (Print):	

*This form must be completed in **ink** and changes must be **initialed**.*

SECTION A — BASE BID

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	COMPLIANCE WITH ENVIRONMENTAL PERMITS FOR SAN TOMAS AQUINO CREEK	Not-to-Exceed	\$30,000	\$30,000
2	MOBILIZATION & DEMOBILIZATION, DEMOLITION & DISPOSAL FOR SAN TOMAS AQUINO CREEK	<u>1</u> Lump Sum		
3	CONTROL OF WATER FOR SAN TOMAS AQUINO CREEK	<u>1</u> Lump Sum		
4	HIGH EARLY STRENGTH FIBER REINFORCED CONCRETE LAYER FOR SAN TOMAS AQUINO CREEK	<u>1,650</u> Cubic Yard		
5	SPOT REPAIR CONCRETE FOR SAN TOMAS AQUINO CREEK	<u>110</u> Square Feet		
6	NON-SHRINK GROUT FOR SAN TOMAS AQUINO CREEK	<u>50</u> Cubic Yard		
7	SEDIMENT EXCAVATION FOR SAN TOMAS AQUINO CREEK	<u>35</u> Ton		
8	INDEPENDENT QUALITY CONTROL MANAGER	Not-to-Exceed	\$70,000	\$70,000
	TOTAL BASE BID			

*This form must be completed in **ink** and changes must be **initialed**.*

SECTION B SUPPLEMENTAL BID ITEMS These Bid items may or may not be required. They may be deleted entirely or in part, By deductive change order(s), at the sole discretion of the District.				
ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	WINTERIZATION FOR SAN TOMAS AQUINO CREEK	Not-to-Exceed	\$20,000	\$20,000
2	COMPLIANCE WITH ENVIRONMENTAL PERMITS FOR BARRON CREEK	Not-to-Exceed	\$5,000	\$5,000
3	REMOVE CONCRETE FOR BARRON CREEK	<u>1</u> Lump Sum		
4	STRUCTURAL CONCRETE FOR BARRON CREEK	<u>19</u> Cubic Yard		
5	CONCRETE BLANKET FOR SEWER PIPE FOR BARRON CREEK	<u>2</u> Cubic Yard		
6	CLEANING AND VIDEO INSPECTION OF SEWER PIPE FOR BARRON CREEK	<u>1</u> Lump Sum		
7	REPAIR SPALLED SURFACE AREAS FOR BARRON CREEK	<u>7</u> Square Feet		
8	MOBILIZATION & DEMOBILIZATION, DEMOLITION & DISPOSAL FOR BARRON CREEK	<u>1</u> Lump Sum		

*This form must be completed in **ink** and changes must be **initialed**.*

9	CONTROL OF WATER FOR BARRON CREEK	<u>1</u> Lump Sum		
10	SLURRY CEMENT BACKFILL FOR BARRON CREEK	Not-to-Exceed	\$5,000	\$5,000
Section B Subtotal				
TOTAL BID (Section A Subtotal + Section B Subtotal)				

**SAN TOMAS AQUINO CREEK EROSION REPAIR &
BARRON CREEK CONCRETE REPAIR AT BRYANT STREET PROJECT**

ADDENDUM 1

ATTACHMENT 2

SEWER MAHOLE LOCATIONS

Project No. 62084001

Contract No. C0647

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Line Segment Inventory - 1COM3

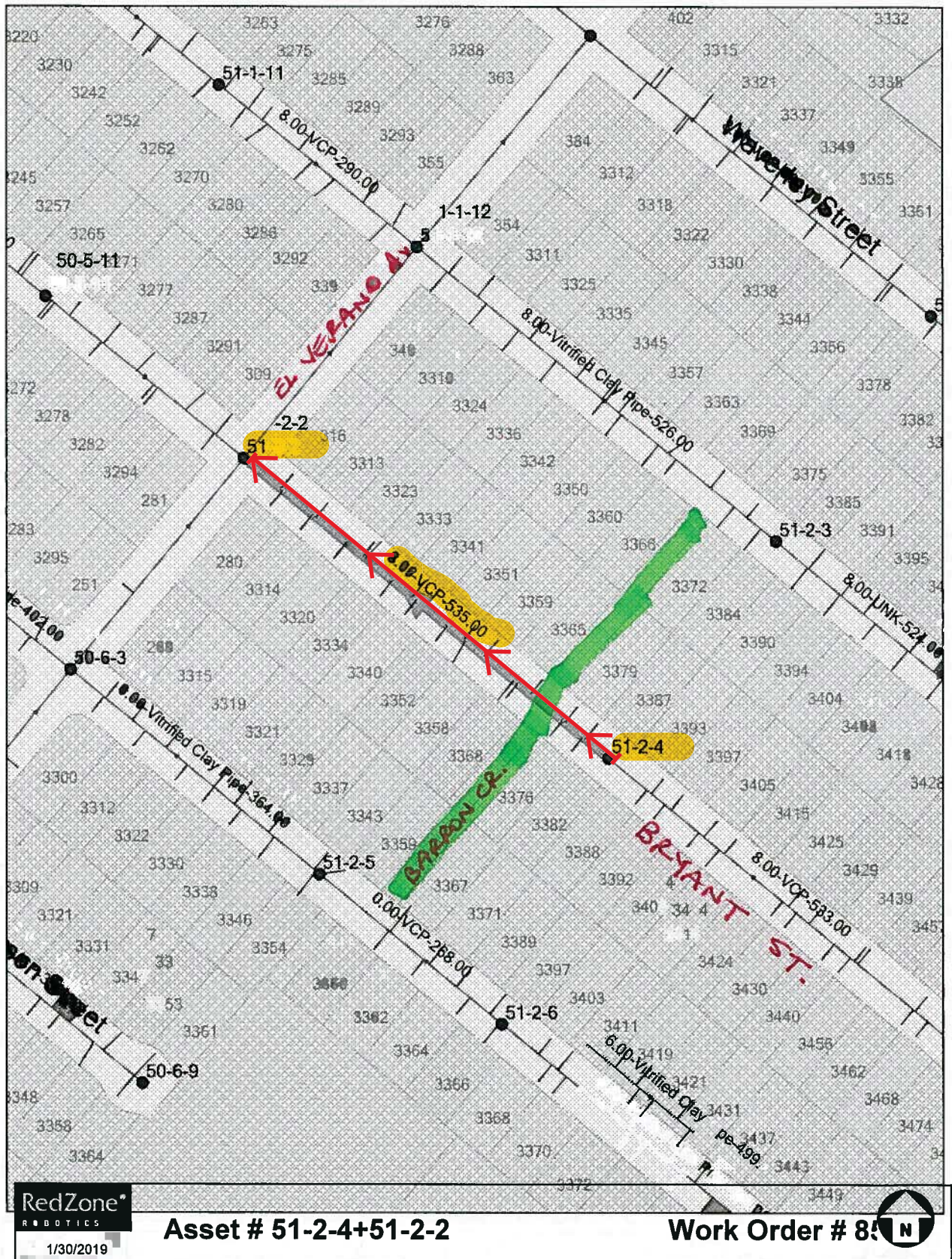
GENERAL INFORMATION			
LINE NAME	51-2-4+51-2-2	TYPE	Sanitary
UP STREAM MH	45-4-8	DN STREAM MH	45-2-3
REHAB		IS ACTIVE?	Yes
COMMENTS			

LOCATION			
CITY	Palo Alto	DISTRICT	NA
STREET	Cowper Street	NEIGHBORHOOD	NA
CROSS STREET UP	B14_10	CROSS STREET DN	
ADDRESS UP	Bryant Street	ADDRESS DN	
BASIN	B14	SUB BASIN	NA
TRIBUTARY	NA	OWNER	NA

ATTRIBUTES			
DIAMETER	8	MATERIAL	VCP
LENGTH	535.00	PIPE SHAPE	Circular
INVERT DEPTH UP		INVERT DEPTH DN	
INVERT ELEV UP	9.70	INVERT ELEV DN	8.58
SLOPE	0.011	FRICTION FACTOR	
LNGTH BTWN JNTS		LINING MATERIAL	Other

TRACKING			
HISTORIC ID A	591	HISTORIC ID B	649
HISTORIC ID C	618	GEOSPATIAL ID	618

100M3



**SAN TOMAS AQUINO CREEK EROSION REPAIR &
BARRON CREEK CONCRETE REPAIR AT BRYANT STREET PROJECT**

ADDENDUM 1

ATTACHMENT 3

DEPARTMENT OF THE ARMY PERMIT - SMP2 - TIME EXTENSION

Project No. 62084001

Contract No. C0647

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DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CALIFORNIA 94102

Regulatory Division

SUBJECT: File Number SPN-1996-225250S

TIME EXTENSION

Ms. Sue Tippetts
Deputy Operating Officer, Watersheds
Operations & Maintenance Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, California 95118

Dear Ms. Tippetts:

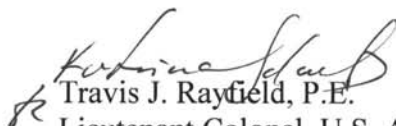
This correspondence is in response to your letter of February 27, 2019, requesting a one-year extension of the Regional General Permit (RGP) for the Santa Clara Valley Water District (Valley Water) to implement the second phase of the Stream Maintenance Program (SMP2), which includes routine maintenance activities in streams and channels throughout Santa Clara County for the purpose of reducing flood risk. This project was authorized as RGP No. 17 for *Santa Clara Valley Water District Stream Maintenance Program*, pursuant to Section 404 of the Clean Water Act of 1972, as amended (33 U.S.C. § 1344 *et seq.*), and Section 10 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. § 403 *et seq.*).

RGP No. 17 is hereby modified under the provisions of 33 C.F.R. § 325.7(b) to extend the time limit for completing the work by one year to April 15, 2020. Except for this time extension, all terms and conditions of the original permit authorization shall remain in effect. Two copies of the Department of the Army (DA) permit are enclosed.

Should you have any questions regarding this matter, please contact Daniel Breen of our Regulatory Division at (415) 503-6803 or Daniel.B.Breen@usace.army.mil. Please address all correspondence to the Regulatory Division, South Branch, and refer to the File Number at the head of this letter.

The San Francisco District is committed to improving service to our customers. My Regulatory staff seeks to achieve the goals of the Regulatory Program in an efficient and cooperative manner while preserving and protecting our nation's aquatic resources. If you would like to provide comments on our Regulatory Program, please complete the Customer Service Survey Form available on our website: <http://www.spn.usace.army.mil/Missions/Regulatory.aspx>.

Sincerely,


Travis J. Rayfield, P.E.
Lieutenant Colonel, U.S. Army
District Commander and Engineer

Enclosures

Copies Furnished (w/o encls):

SF RWQCB, Oakland, CA; Attn: Susan Glendening
CC RWQCB, Oakland, CA; Attn: Mark Cassady
USEPA, San Francisco, CA; Attn: Luisa Valiela
CDFW, Napa, CA; Attn: Mayra Molina
NMFS, Santa Rosa, CA; Attn: Gary Stern
USFWS, Sacramento, CA; Attn: Vincent Griego

**SAN TOMAS AQUINO CREEK EROSION REPAIR &
BARRON CREEK CONCRETE REPAIR AT BRYANT STREET PROJECT**

**ADDENDUM 1
ATTACHMENT 4**

**SEDIMENT TEST RESULTS #1
(Located approximately 700 feet upstream of Rincon Avenue)**

Project No. 62084001

Contract No. C0647

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ANALYTICAL REPORT

Eurofins TestAmerica, Pleasanton
1220 Quarry Lane
Pleasanton, CA 94566
Tel: (925)484-1919

Laboratory Job ID: 720-92632-1

Client Project/Site: 19-SCH-009 San Tomas Aquino Creek

For:

Santa Clara Valley Water Dist
PO BOX 20670
5750 Almadin Express Way
San Jose, California 95160-0670

Attn: Carole Foster



Authorized for release by:
5/8/2019 2:54:24 PM

Afsaneh Salimpour, Senior Project Manager
(925)484-1919
afsaneh.salimpour@testamericainc.com

LINKS

Review your project
results through
TotalAccess

Have a Question?



Visit us at:
www.testamericainc.com

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.



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Definitions/Glossary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Qualifiers

GC Semi VOA

Qualifier	Qualifier Description
F1	MS and/or MSD Recovery is outside acceptance limits.
F2	MS/MSD RPD exceeds control limits
p	The %RPD between the primary and confirmation column/detector is >40%. The lower value has been reported.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
□	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
PQL	Practical Quantitation Limit
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)

Case Narrative

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Job ID: 720-92632-1

Laboratory: Eurofins TestAmerica, Pleasanton

Narrative

Job Narrative 720-92632-1

Comments

No additional comments.

Receipt

The samples were received on 4/24/2019 11:50 AM; the samples arrived in good condition, properly preserved and, where required, on ice. The temperature of the cooler at receipt was 1.2° C.

GC/MS VOA

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

GC/MS Semi VOA

Method(s) 8270C SIM: The following sample was diluted due to the abundance of non-target analytes: 19-20190-CM-1 (720-92632-5). Elevated reporting limits (RLs) are provided.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

GC Semi VOA

Method(s) 8081A: The matrix spike / matrix spike duplicate (MS/MSD) recoveries and precision for preparation batch 720-264912 and analytical batch 720-265034 were outside control limits. Sample matrix interference and/or non-homogeneity are suspected because the associated laboratory control sample (LCS) was within acceptance limits.

Method(s) 8082: The following samples required a tetrabutylammonium sulfite (TBA) clean-up to reduce matrix interferences caused by sulfur: 19-20190-CM-1 (720-92632-5), (LCS 720-264911/2-A), (MB 720-264911/1-A), (720-92632-A-5-N MS) and (720-92632-A-5-O MSD).

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

Metals

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

General Chemistry

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

Organic Prep

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

Detection Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Client Sample ID: 19-20190-CM-1

Lab Sample ID: 720-92632-5

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Diesel Range Organics [C10-C28]	11		1.9		mg/Kg	1		8015B	Total/NA
Barium	62		1.5		mg/Kg	4		6010B	Total/NA
Beryllium	0.29		0.29		mg/Kg	4		6010B	Total/NA
Chromium	56		1.5		mg/Kg	4		6010B	Total/NA
Cobalt	15		0.59		mg/Kg	4		6010B	Total/NA
Copper	20		4.4		mg/Kg	4		6010B	Total/NA
Lead	4.1		1.5		mg/Kg	4		6010B	Total/NA
Nickel	62		1.5		mg/Kg	4		6010B	Total/NA
Vanadium	52		1.5		mg/Kg	4		6010B	Total/NA
Zinc	58		4.4		mg/Kg	4		6010B	Total/NA
Barium	6.0		0.50		mg/L	1		6010B	STLC Citrate
Chromium	0.17		0.10		mg/L	1		6010B	STLC Citrate
Cobalt	0.20		0.020		mg/L	1		6010B	STLC Citrate
Copper	0.22		0.20		mg/L	1		6010B	STLC Citrate
Nickel	0.49		0.10		mg/L	1		6010B	STLC Citrate
Vanadium	0.21		0.10		mg/L	1		6010B	STLC Citrate
Zinc	1.2		0.20		mg/L	1		6010B	STLC Citrate
Mercury	0.051		0.016		mg/Kg	1		7471A	Total/NA

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8260B - Volatile Organic Compounds (GC/MS)

Client Sample ID: 19-20190-CM-1

Date Collected: 04/23/19 10:00

Date Received: 04/24/19 11:50

Lab Sample ID: 720-92632-5

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Methyl tert-butyl ether	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Acetone	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Benzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Dichlorobromomethane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Bromobenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Chlorobromomethane	ND		19		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Bromoform	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Bromomethane	ND		9.3		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
2-Butanone (MEK)	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
n-Butylbenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
sec-Butylbenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
tert-Butylbenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Carbon disulfide	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Carbon tetrachloride	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Chlorobenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Chloroethane	ND		9.3		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Chloroform	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Chloromethane	ND		9.3		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
2-Chlorotoluene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
4-Chlorotoluene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Chlorodibromomethane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,2-Dichlorobenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,3-Dichlorobenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,4-Dichlorobenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,3-Dichloropropane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,1-Dichloropropene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,2-Dibromo-3-Chloropropane	ND		9.3		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Ethylene Dibromide	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Dibromomethane	ND		9.3		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Dichlorodifluoromethane	ND		9.3		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,1-Dichloroethane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,2-Dichloroethane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,1-Dichloroethene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
cis-1,2-Dichloroethene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
trans-1,2-Dichloroethene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,2-Dichloropropane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
cis-1,3-Dichloropropene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
trans-1,3-Dichloropropene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Ethylbenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Hexachlorobutadiene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
2-Hexanone	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Isopropylbenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
4-Isopropyltoluene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Methylene Chloride	ND		9.3		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
4-Methyl-2-pentanone (MIBK)	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Naphthalene	ND		9.3		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
N-Propylbenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Styrene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,1,1,2-Tetrachloroethane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Client Sample ID: 19-20190-CM-1

Date Collected: 04/23/19 10:00

Date Received: 04/24/19 11:50

Lab Sample ID: 720-92632-5

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,1,2,2-Tetrachloroethane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Tetrachloroethene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Toluene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,2,3-Trichlorobenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,2,4-Trichlorobenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,1,1-Trichloroethane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,1,2-Trichloroethane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Trichloroethene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Trichlorofluoromethane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,2,3-Trichloropropane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,2,4-Trimethylbenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
1,3,5-Trimethylbenzene	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Vinyl acetate	ND		19		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Vinyl chloride	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Xylenes, Total	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
2,2-Dichloropropane	ND		4.7		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
Gasoline Range Organics (GRO)	ND		230		ug/Kg		04/25/19 09:03	04/25/19 17:04	1
-C4-C12									
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene	105		45 - 131				04/25/19 09:03	04/25/19 17:04	1
1,2-Dichloroethane-d4 (Surr)	103		60 - 140				04/25/19 09:03	04/25/19 17:04	1
Toluene-d8 (Surr)	94		58 - 140				04/25/19 09:03	04/25/19 17:04	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8270C SIM - PAHs by GCMS (SIM)

Client Sample ID: 19-20190-CM-1

Date Collected: 04/23/19 10:00

Date Received: 04/24/19 11:50

Lab Sample ID: 720-92632-5

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Acenaphthene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Acenaphthylene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Anthracene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Benzo[a]anthracene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Benzo[a]pyrene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Benzo[b]fluoranthene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Benzo[g,h,i]perylene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Benzo[k]fluoranthene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Chrysene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Dibenz(a,h)anthracene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Fluoranthene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Fluorene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Indeno[1,2,3-cd]pyrene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Naphthalene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Phenanthrene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Pyrene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
1-Methylnaphthalene	ND		20		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
1-Methylphenanthrene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
2,3,5-Trimethylnaphthalene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
2,6-Dimethylnaphthalene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
2-Methylnaphthalene	ND		20		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Benzo[e]pyrene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
Perylene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
1,1'-Biphenyl	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2
3-methylphenanthrene	ND		9.8		ug/Kg		04/24/19 21:55	04/26/19 03:32	2

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2-Fluorobiphenyl	79		33 - 120	04/24/19 21:55	04/26/19 03:32	2
Terphenyl-d14	130		35 - 146	04/24/19 21:55	04/26/19 03:32	2

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8015B - Diesel Range Organics (DRO) (GC)

Client Sample ID: 19-20190-CM-1

Date Collected: 04/23/19 10:00

Date Received: 04/24/19 11:50

Lab Sample ID: 720-92632-5

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics [C10-C28]	11		1.9		mg/Kg		04/26/19 22:12	05/02/19 00:28	1
Motor Oil Range Organics [C24-C36]	ND		48		mg/Kg		04/26/19 22:12	05/02/19 00:28	1
Kerosene Range Organics (C9-C18)	ND		1.9		mg/Kg		04/26/19 22:12	05/02/19 00:28	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
p-Terphenyl	86		40 - 130				04/26/19 22:12	05/02/19 00:28	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8081A - Organochlorine Pesticides (GC)

Client Sample ID: 19-20190-CM-1

Date Collected: 04/23/19 10:00

Date Received: 04/24/19 11:50

Lab Sample ID: 720-92632-5

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	ND	F1	0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Dieldrin	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Endrin aldehyde	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Endrin	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Endrin ketone	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Heptachlor	ND	F1 F2	0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Heptachlor epoxide	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
4,4'-DDT	ND	F2	0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
4,4'-DDE	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
4,4'-DDD	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Endosulfan I	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Endosulfan II	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
alpha-BHC	ND	F2	0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
beta-BHC	ND	F1 F2	0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
gamma-BHC (Lindane)	ND	F1 F2	0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
delta-BHC	ND	F1 F2	0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Endosulfan sulfate	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Methoxychlor	ND	F1 F2	0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Toxaphene	ND		8.0		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Chlordane (technical)	ND		8.0		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
cis-Chlordane	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
trans-Chlordane	ND	F1	0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Hexachlorobenzene	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:45	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	73		31 - 103				05/07/19 14:13	05/07/19 22:45	1
DCB Decachlorobiphenyl	86		27 - 136				05/07/19 14:13	05/07/19 22:45	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Client Sample ID: 19-20190-CM-1

Date Collected: 04/23/19 10:00

Date Received: 04/24/19 11:50

Lab Sample ID: 720-92632-5

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		9.9		ug/Kg		05/07/19 14:16	05/07/19 23:24	1
PCB-1221	ND		9.9		ug/Kg		05/07/19 14:16	05/07/19 23:24	1
PCB-1232	ND		9.9		ug/Kg		05/07/19 14:16	05/07/19 23:24	1
PCB-1242	ND		9.9		ug/Kg		05/07/19 14:16	05/07/19 23:24	1
PCB-1248	ND		9.9		ug/Kg		05/07/19 14:16	05/07/19 23:24	1
PCB-1254	ND		9.9		ug/Kg		05/07/19 14:16	05/07/19 23:24	1
PCB-1260	ND		9.9		ug/Kg		05/07/19 14:16	05/07/19 23:24	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	69		32 - 112	05/07/19 14:16	05/07/19 23:24	1
DCB Decachlorobiphenyl	89		2 - 122	05/07/19 14:16	05/07/19 23:24	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 6010B - Metals (ICP)

Client Sample ID: 19-20190-CM-1

Date Collected: 04/23/19 10:00

Date Received: 04/24/19 11:50

Lab Sample ID: 720-92632-5

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		1.5		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Arsenic	ND		2.9		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Barium	62		1.5		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Beryllium	0.29		0.29		mg/Kg		04/24/19 16:59	04/30/19 11:55	4
Cadmium	ND		0.37		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Chromium	56		1.5		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Cobalt	15		0.59		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Copper	20		4.4		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Lead	4.1		1.5		mg/Kg		04/24/19 16:59	04/30/19 11:55	4
Molybdenum	ND		1.5		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Nickel	62		1.5		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Selenium	ND		1.5		mg/Kg		04/24/19 16:59	04/29/19 19:48	4
Silver	ND		0.74		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Thallium	ND		1.5		mg/Kg		04/24/19 16:59	04/26/19 20:16	4
Vanadium	52		1.5		mg/Kg		04/24/19 16:59	04/29/19 19:48	4
Zinc	58		4.4		mg/Kg		04/24/19 16:59	04/26/19 20:16	4

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 6010B - Metals (ICP) - STLC Citrate

Client Sample ID: 19-20190-CM-1

Date Collected: 04/23/19 10:00

Date Received: 04/24/19 11:50

Lab Sample ID: 720-92632-5

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:18	1
Arsenic	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:18	1
Barium	6.0		0.50		mg/L		05/02/19 10:11	05/03/19 19:18	1
Beryllium	ND		0.020		mg/L		05/02/19 10:11	05/06/19 19:12	1
Cadmium	ND		0.020		mg/L		05/02/19 10:11	05/03/19 19:18	1
Chromium	0.17		0.10		mg/L		05/02/19 10:11	05/03/19 19:18	1
Cobalt	0.20		0.020		mg/L		05/02/19 10:11	05/03/19 19:18	1
Copper	0.22		0.20		mg/L		05/02/19 10:11	05/03/19 19:18	1
Lead	ND		0.050		mg/L		05/02/19 10:11	05/03/19 19:18	1
Molybdenum	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:18	1
Nickel	0.49		0.10		mg/L		05/02/19 10:11	05/03/19 19:18	1
Selenium	ND		0.20		mg/L		05/02/19 10:11	05/03/19 19:18	1
Silver	ND		0.050		mg/L		05/02/19 10:11	05/03/19 19:18	1
Thallium	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:18	1
Vanadium	0.21		0.10		mg/L		05/02/19 10:11	05/03/19 19:18	1
Zinc	1.2		0.20		mg/L		05/02/19 10:11	05/03/19 19:18	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 7470A - Mercury (CVAA) - STLC Citrate

Client Sample ID: 19-20190-CM-1

Date Collected: 04/23/19 10:00

Date Received: 04/24/19 11:50

Lab Sample ID: 720-92632-5

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.0020		mg/L		05/01/19 19:30	05/03/19 11:35	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 7471A - Mercury (CVAA)

Client Sample ID: 19-20190-CM-1

Date Collected: 04/23/19 10:00

Date Received: 04/24/19 11:50

Lab Sample ID: 720-92632-5

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.051		0.016		mg/Kg		04/26/19 10:28	04/26/19 13:08	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

General Chemistry

Client Sample ID: 19-20190-CM-1					Lab Sample ID: 720-92632-5				
Date Collected: 04/23/19 10:00					Matrix: Solid				
Date Received: 04/24/19 11:50									
Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Percent Moisture	10.0		0.1		%			04/25/19 09:02	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8260B - Volatile Organic Compounds (GC/MS)

Lab Sample ID: MB 720-264467/4

Matrix: Solid

Analysis Batch: 264467

Client Sample ID: Method Blank

Prep Type: Total/NA

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Methyl tert-butyl ether	ND		5.0		ug/Kg			04/25/19 13:30	1
Acetone	ND		50		ug/Kg			04/25/19 13:30	1
Benzene	ND		5.0		ug/Kg			04/25/19 13:30	1
Dichlorobromomethane	ND		5.0		ug/Kg			04/25/19 13:30	1
Bromobenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
Chlorobromomethane	ND		20		ug/Kg			04/25/19 13:30	1
Bromoform	ND		5.0		ug/Kg			04/25/19 13:30	1
Bromomethane	ND		10		ug/Kg			04/25/19 13:30	1
2-Butanone (MEK)	ND		50		ug/Kg			04/25/19 13:30	1
n-Butylbenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
sec-Butylbenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
tert-Butylbenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
Carbon disulfide	ND		5.0		ug/Kg			04/25/19 13:30	1
Carbon tetrachloride	ND		5.0		ug/Kg			04/25/19 13:30	1
Chlorobenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
Chloroethane	ND		10		ug/Kg			04/25/19 13:30	1
Chloroform	ND		5.0		ug/Kg			04/25/19 13:30	1
Chloromethane	ND		10		ug/Kg			04/25/19 13:30	1
2-Chlorotoluene	ND		5.0		ug/Kg			04/25/19 13:30	1
4-Chlorotoluene	ND		5.0		ug/Kg			04/25/19 13:30	1
Chlorodibromomethane	ND		5.0		ug/Kg			04/25/19 13:30	1
1,2-Dichlorobenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
1,3-Dichlorobenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
1,4-Dichlorobenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
1,3-Dichloropropane	ND		5.0		ug/Kg			04/25/19 13:30	1
1,1-Dichloropropene	ND		5.0		ug/Kg			04/25/19 13:30	1
1,2-Dibromo-3-Chloropropane	ND		10		ug/Kg			04/25/19 13:30	1
Ethylene Dibromide	ND		5.0		ug/Kg			04/25/19 13:30	1
Dibromomethane	ND		10		ug/Kg			04/25/19 13:30	1
Dichlorodifluoromethane	ND		10		ug/Kg			04/25/19 13:30	1
1,1-Dichloroethane	ND		5.0		ug/Kg			04/25/19 13:30	1
1,2-Dichloroethane	ND		5.0		ug/Kg			04/25/19 13:30	1
1,1-Dichloroethene	ND		5.0		ug/Kg			04/25/19 13:30	1
cis-1,2-Dichloroethene	ND		5.0		ug/Kg			04/25/19 13:30	1
trans-1,2-Dichloroethene	ND		5.0		ug/Kg			04/25/19 13:30	1
1,2-Dichloropropane	ND		5.0		ug/Kg			04/25/19 13:30	1
cis-1,3-Dichloropropene	ND		5.0		ug/Kg			04/25/19 13:30	1
trans-1,3-Dichloropropene	ND		5.0		ug/Kg			04/25/19 13:30	1
Ethylbenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
Hexachlorobutadiene	ND		5.0		ug/Kg			04/25/19 13:30	1
2-Hexanone	ND		50		ug/Kg			04/25/19 13:30	1
Isopropylbenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
4-Isopropyltoluene	ND		5.0		ug/Kg			04/25/19 13:30	1
Methylene Chloride	ND		10		ug/Kg			04/25/19 13:30	1
4-Methyl-2-pentanone (MIBK)	ND		50		ug/Kg			04/25/19 13:30	1
Naphthalene	ND		10		ug/Kg			04/25/19 13:30	1
N-Propylbenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
Styrene	ND		5.0		ug/Kg			04/25/19 13:30	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: MB 720-264467/4

Matrix: Solid

Analysis Batch: 264467

Client Sample ID: Method Blank

Prep Type: Total/NA

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,1,1,2-Tetrachloroethane	ND		5.0		ug/Kg			04/25/19 13:30	1
1,1,2,2-Tetrachloroethane	ND		5.0		ug/Kg			04/25/19 13:30	1
Tetrachloroethene	ND		5.0		ug/Kg			04/25/19 13:30	1
Toluene	ND		5.0		ug/Kg			04/25/19 13:30	1
1,2,3-Trichlorobenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
1,2,4-Trichlorobenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
1,1,1-Trichloroethane	ND		5.0		ug/Kg			04/25/19 13:30	1
1,1,2-Trichloroethane	ND		5.0		ug/Kg			04/25/19 13:30	1
Trichloroethene	ND		5.0		ug/Kg			04/25/19 13:30	1
Trichlorofluoromethane	ND		5.0		ug/Kg			04/25/19 13:30	1
1,2,3-Trichloropropane	ND		5.0		ug/Kg			04/25/19 13:30	1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND		5.0		ug/Kg			04/25/19 13:30	1
1,2,4-Trimethylbenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
1,3,5-Trimethylbenzene	ND		5.0		ug/Kg			04/25/19 13:30	1
Vinyl acetate	ND		20		ug/Kg			04/25/19 13:30	1
Vinyl chloride	ND		5.0		ug/Kg			04/25/19 13:30	1
Xylenes, Total	ND		5.0		ug/Kg			04/25/19 13:30	1
2,2-Dichloropropane	ND		5.0		ug/Kg			04/25/19 13:30	1
Gasoline Range Organics (GRO)	ND		250		ug/Kg			04/25/19 13:30	1
-C4-C12									

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene	100		45 - 131		04/25/19 13:30	1
1,2-Dichloroethane-a4 d urrS	100		10 - 140		04/25/19 13:30	1
6olueue-aT d urrS	9)		5T - 140		04/25/19 13:30	1

Lab Sample ID: LCS 720-264467/5

Matrix: Solid

Analysis Batch: 264467

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Methyl tert-butyl ether	50.0	55.7		ug/Kg		111	70 - 144
Acetone	250	304		ug/Kg		122	30 - 162
Benzene	50.0	54.4		ug/Kg		109	70 - 130
Dichlorobromomethane	50.0	57.3		ug/Kg		115	70 - 140
Bromobenzene	50.0	52.0		ug/Kg		104	70 - 130
Chlorobromomethane	50.0	55.3		ug/Kg		111	70 - 130
Bromoform	50.0	55.7		ug/Kg		111	59 - 158
Bromomethane	50.0	57.9		ug/Kg		116	59 - 132
2-Butanone (MEK)	250	296		ug/Kg		118	59 - 159
n-Butylbenzene	50.0	54.8		ug/Kg		110	70 - 142
sec-Butylbenzene	50.0	54.2		ug/Kg		108	70 - 136
tert-Butylbenzene	50.0	53.2		ug/Kg		106	70 - 130
Carbon disulfide	50.0	55.7		ug/Kg		111	60 - 140
Carbon tetrachloride	50.0	54.6		ug/Kg		109	70 - 142
Chlorobenzene	50.0	53.1		ug/Kg		106	70 - 130
Chloroethane	50.0	57.9		ug/Kg		116	65 - 130
Chloroform	50.0	55.4		ug/Kg		111	77 - 127
Chloromethane	50.0	51.6		ug/Kg		103	55 - 140

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCS 720-264467/5

Matrix: Solid

Analysis Batch: 264467

Client Sample ID: Lab Control Sample
Prep Type: Total/NA

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
2-Chlorotoluene	50.0	53.3		ug/Kg		107	70 - 138
4-Chlorotoluene	50.0	53.4		ug/Kg		107	70 - 136
Chlorodibromomethane	50.0	57.5		ug/Kg		115	70 - 146
1,2-Dichlorobenzene	50.0	53.0		ug/Kg		106	70 - 130
1,3-Dichlorobenzene	50.0	52.1		ug/Kg		104	70 - 131
1,4-Dichlorobenzene	50.0	52.0		ug/Kg		104	70 - 130
1,3-Dichloropropane	50.0	56.0		ug/Kg		112	70 - 140
1,1-Dichloropropene	50.0	54.3		ug/Kg		109	70 - 130
1,2-Dibromo-3-Chloropropane	50.0	51.8		ug/Kg		104	60 - 145
Ethylene Dibromide	50.0	56.8		ug/Kg		114	70 - 140
Dibromomethane	50.0	54.8		ug/Kg		110	70 - 139
Dichlorodifluoromethane	50.0	45.0		ug/Kg		90	37 - 158
1,1-Dichloroethane	50.0	55.4		ug/Kg		111	70 - 130
1,2-Dichloroethane	50.0	55.0		ug/Kg		110	70 - 130
1,1-Dichloroethene	50.0	56.4		ug/Kg		113	74 - 122
cis-1,2-Dichloroethene	50.0	55.0		ug/Kg		110	70 - 138
trans-1,2-Dichloroethene	50.0	56.1		ug/Kg		112	67 - 130
1,2-Dichloropropane	50.0	57.5		ug/Kg		115	73 - 127
cis-1,3-Dichloropropene	50.0	59.8		ug/Kg		120	68 - 147
trans-1,3-Dichloropropene	50.0	58.4		ug/Kg		117	70 - 155
Ethylbenzene	50.0	53.9		ug/Kg		108	80 - 137
Hexachlorobutadiene	50.0	54.5		ug/Kg		109	70 - 132
2-Hexanone	250	308		ug/Kg		123	62 - 158
Isopropylbenzene	50.0	54.9		ug/Kg		110	70 - 130
4-Isopropyltoluene	50.0	54.0		ug/Kg		108	70 - 133
Methylene Chloride	50.0	53.4		ug/Kg		107	70 - 134
4-Methyl-2-pentanone (MIBK)	250	299		ug/Kg		119	60 - 160
Naphthalene	50.0	53.1		ug/Kg		106	60 - 147
N-Propylbenzene	50.0	54.8		ug/Kg		110	70 - 130
Styrene	50.0	57.7		ug/Kg		115	70 - 130
1,1,1,2-Tetrachloroethane	50.0	55.5		ug/Kg		111	70 - 130
1,1,1,2,2-Tetrachloroethane	50.0	54.9		ug/Kg		110	70 - 146
Tetrachloroethene	50.0	54.5		ug/Kg		109	70 - 132
Toluene	50.0	53.5		ug/Kg		107	75 - 120
1,2,3-Trichlorobenzene	50.0	53.9		ug/Kg		108	60 - 140
1,2,4-Trichlorobenzene	50.0	54.5		ug/Kg		109	60 - 140
1,1,1-Trichloroethane	50.0	55.1		ug/Kg		110	70 - 130
1,1,2-Trichloroethane	50.0	58.1		ug/Kg		116	70 - 130
Trichloroethene	50.0	54.8		ug/Kg		110	70 - 133
Trichlorofluoromethane	50.0	54.2		ug/Kg		108	60 - 140
1,2,3-Trichloropropane	50.0	53.1		ug/Kg		106	70 - 146
1,1,2-Trichloro-1,2,2-trifluoroethane	50.0	55.8		ug/Kg		112	60 - 140
1,2,4-Trimethylbenzene	50.0	53.7		ug/Kg		107	70 - 130
1,3,5-Trimethylbenzene	50.0	53.9		ug/Kg		108	70 - 131
Vinyl acetate	50.0	57.8		ug/Kg		116	38 - 176
Vinyl chloride	50.0	59.8		ug/Kg		120	58 - 125
m-Xylene & p-Xylene	50.0	53.9		ug/Kg		108	70 - 146
o-Xylene	50.0	54.4		ug/Kg		109	70 - 140

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCS 720-264467/5

Matrix: Solid

Analysis Batch: 264467

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
2,2-Dichloropropane	50.0	55.2		ug/Kg		110	70 - 162

Surrogate	LCS %Recovery	LCS Qualifier	Limits
4-Bromofluorobenzene	101		45 - 131
1,2-Dichloroethane-d4	100		10 - 140
6-Deuterio-1,3-cyclohexadiene	102		57 - 140

Lab Sample ID: LCS 720-264467/7

Matrix: Solid

Analysis Batch: 264467

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Gasoline Range Organics (GRO)	1000	1030		ug/Kg		103	70 - 122
C4-C12							

Surrogate	LCS %Recovery	LCS Qualifier	Limits
4-Bromofluorobenzene	101		45 - 131
1,2-Dichloroethane-d4	100		10 - 140
6-Deuterio-1,3-cyclohexadiene	98		57 - 140

Lab Sample ID: LCSD 720-264467/6

Matrix: Solid

Analysis Batch: 264467

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Methyl tert-butyl ether	50.0	56.4		ug/Kg		113	70 - 144	1	20
Acetone	250	292		ug/Kg		117	30 - 162	4	30
Benzene	50.0	54.0		ug/Kg		108	70 - 130	1	20
Dichlorobromomethane	50.0	55.2		ug/Kg		110	70 - 140	4	20
Bromobenzene	50.0	52.2		ug/Kg		104	70 - 130	0	20
Chlorobromomethane	50.0	54.0		ug/Kg		108	70 - 130	2	20
Bromoform	50.0	55.0		ug/Kg		110	59 - 158	1	20
Bromomethane	50.0	57.7		ug/Kg		115	59 - 132	0	20
2-Butanone (MEK)	250	279		ug/Kg		111	59 - 159	6	20
n-Butylbenzene	50.0	54.9		ug/Kg		110	70 - 142	0	20
sec-Butylbenzene	50.0	53.8		ug/Kg		108	70 - 136	1	20
tert-Butylbenzene	50.0	53.4		ug/Kg		107	70 - 130	0	20
Carbon disulfide	50.0	55.5		ug/Kg		111	60 - 140	0	20
Carbon tetrachloride	50.0	54.0		ug/Kg		108	70 - 142	1	20
Chlorobenzene	50.0	53.1		ug/Kg		106	70 - 130	0	20
Chloroethane	50.0	57.0		ug/Kg		114	65 - 130	2	20
Chloroform	50.0	53.7		ug/Kg		107	77 - 127	3	20
Chloromethane	50.0	50.4		ug/Kg		101	55 - 140	2	20
2-Chlorotoluene	50.0	53.4		ug/Kg		107	70 - 138	0	20
4-Chlorotoluene	50.0	53.1		ug/Kg		106	70 - 136	1	20
Chlorodibromomethane	50.0	56.4		ug/Kg		113	70 - 146	2	20
1,2-Dichlorobenzene	50.0	53.5		ug/Kg		107	70 - 130	1	20
1,3-Dichlorobenzene	50.0	52.5		ug/Kg		105	70 - 131	1	20

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCSD 720-264467/6

Matrix: Solid

Analysis Batch: 264467

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
1,4-Dichlorobenzene	50.0	52.2		ug/Kg		104	70 - 130	1	20
1,3-Dichloropropane	50.0	55.3		ug/Kg		111	70 - 140	1	20
1,1-Dichloropropene	50.0	53.5		ug/Kg		107	70 - 130	1	20
1,2-Dibromo-3-Chloropropane	50.0	53.1		ug/Kg		106	60 - 145	2	20
Ethylene Dibromide	50.0	55.5		ug/Kg		111	70 - 140	2	20
Dibromomethane	50.0	54.0		ug/Kg		108	70 - 139	1	20
Dichlorodifluoromethane	50.0	42.9		ug/Kg		86	37 - 158	5	20
1,1-Dichloroethane	50.0	55.1		ug/Kg		110	70 - 130	1	20
1,2-Dichloroethane	50.0	53.6		ug/Kg		107	70 - 130	3	20
1,1-Dichloroethene	50.0	55.0		ug/Kg		110	74 - 122	3	20
cis-1,2-Dichloroethene	50.0	53.6		ug/Kg		107	70 - 138	3	20
trans-1,2-Dichloroethene	50.0	54.7		ug/Kg		109	67 - 130	3	20
1,2-Dichloropropane	50.0	56.6		ug/Kg		113	73 - 127	1	20
cis-1,3-Dichloropropene	50.0	58.9		ug/Kg		118	68 - 147	1	20
trans-1,3-Dichloropropene	50.0	57.4		ug/Kg		115	70 - 155	2	20
Ethylbenzene	50.0	53.6		ug/Kg		107	80 - 137	0	20
Hexachlorobutadiene	50.0	54.5		ug/Kg		109	70 - 132	0	20
2-Hexanone	250	297		ug/Kg		119	62 - 158	4	20
Isopropylbenzene	50.0	54.9		ug/Kg		110	70 - 130	0	20
4-Isopropyltoluene	50.0	54.4		ug/Kg		109	70 - 133	1	20
Methylene Chloride	50.0	53.1		ug/Kg		106	70 - 134	0	20
4-Methyl-2-pentanone (MIBK)	250	290		ug/Kg		116	60 - 160	3	20
Naphthalene	50.0	53.6		ug/Kg		107	60 - 147	1	20
N-Propylbenzene	50.0	54.4		ug/Kg		109	70 - 130	1	20
Styrene	50.0	57.4		ug/Kg		115	70 - 130	1	20
1,1,1,2-Tetrachloroethane	50.0	56.1		ug/Kg		112	70 - 130	1	20
1,1,1,2,2-Tetrachloroethane	50.0	54.6		ug/Kg		109	70 - 146	1	20
Tetrachloroethene	50.0	53.8		ug/Kg		108	70 - 132	1	20
Toluene	50.0	53.7		ug/Kg		107	75 - 120	0	20
1,2,3-Trichlorobenzene	50.0	55.3		ug/Kg		111	60 - 140	3	20
1,2,4-Trichlorobenzene	50.0	55.0		ug/Kg		110	60 - 140	1	20
1,1,1-Trichloroethane	50.0	54.3		ug/Kg		109	70 - 130	2	20
1,1,2-Trichloroethane	50.0	57.2		ug/Kg		114	70 - 130	2	20
Trichloroethene	50.0	53.3		ug/Kg		107	70 - 133	3	20
Trichlorofluoromethane	50.0	52.2		ug/Kg		104	60 - 140	4	20
1,2,3-Trichloropropane	50.0	52.9		ug/Kg		106	70 - 146	1	20
1,1,2-Trichloro-1,2,2-trifluoroethane	50.0	54.7		ug/Kg		109	60 - 140	2	20
1,2,4-Trimethylbenzene	50.0	53.5		ug/Kg		107	70 - 130	0	20
1,3,5-Trimethylbenzene	50.0	53.8		ug/Kg		108	70 - 131	0	20
Vinyl acetate	50.0	55.6		ug/Kg		111	38 - 176	4	20
Vinyl chloride	50.0	57.9		ug/Kg		116	58 - 125	3	20
m-Xylene & p-Xylene	50.0	53.7		ug/Kg		107	70 - 146	0	20
o-Xylene	50.0	54.6		ug/Kg		109	70 - 140	0	20
2,2-Dichloropropane	50.0	55.8		ug/Kg		112	70 - 162	1	20

Surrogate	LCSD %Recovery	LCSD Qualifier	LCSD Limits
4-Bromofluorobenzene	102		45 - 131

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCSD 720-264467/6

Matrix: Solid

Analysis Batch: 264467

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Surrogate	LCSD %Recovery	LCSD Qualifier	Limits
1,2-Dichloroethane-d4	97		10 - 140
6luene-aT	102		5T - 140

Lab Sample ID: LCSD 720-264467/8

Matrix: Solid

Analysis Batch: 264467

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Gasoline Range Organics (GRO) -C4-C12	1000	1000		ug/Kg		100	70 - 122	3	20

Surrogate	LCSD %Recovery	LCSD Qualifier	Limits
4-Bromofluorobenzene	101		45 - 131
1,2-Dichloroethane-d4	102		10 - 140
6luene-aT	98		5T - 140

Method: 8270C SIM - PAHs by GCMS (SIM)

Lab Sample ID: MB 720-264433/1-A

Matrix: Solid

Analysis Batch: 264495

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 264433

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Acenaphthene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Acenaphthylene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Anthracene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Benzo[a]anthracene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Benzo[a]pyrene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Benzo[b]fluoranthene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Benzo[g,h,i]perylene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Benzo[k]fluoranthene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Chrysene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Dibenz(a,h)anthracene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Fluoranthene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Fluorene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Indeno[1,2,3-cd]pyrene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Naphthalene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Phenanthrene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Pyrene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
1-Methylnaphthalene	ND		10		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
1-Methylphenanthrene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
2,3,5-Trimethylnaphthalene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
2,6-Dimethylnaphthalene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
2-Methylnaphthalene	ND		10		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Benzo[e]pyrene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
Perylene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
1,1'-Biphenyl	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1
3-methylphenanthrene	ND		5.0		ug/Kg		04/24/19 21:55	04/25/19 18:01	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8270C SIM - PAHs by GCMS (SIM) (Continued)

Lab Sample ID: MB 720-264433/1-A

Matrix: Solid

Analysis Batch: 264495

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 264433

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
2-Fluorobiphenyl	5		33 - 120	04/24/19 21:55	04/25/19 17:01	1
6erpcenyl-a14	78		35 - 14)	04/24/19 21:55	04/25/19 17:01	1

Lab Sample ID: LCS 720-264433/2-A

Matrix: Solid

Analysis Batch: 264495

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 264433

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Acenaphthene	667	379		ug/Kg		57	37 - 106
Acenaphthylene	667	377		ug/Kg		57	38 - 102
Anthracene	667	449		ug/Kg		67	43 - 103
Benzo[a]anthracene	667	455		ug/Kg		68	49 - 117
Benzo[a]pyrene	667	511		ug/Kg		77	49 - 118
Benzo[b]fluoranthene	667	477		ug/Kg		72	50 - 115
Benzo[g,h,i]perylene	667	477		ug/Kg		72	39 - 122
Benzo[k]fluoranthene	667	508		ug/Kg		76	45 - 115
Chrysene	667	510		ug/Kg		77	39 - 123
Dibenz(a,h)anthracene	667	458		ug/Kg		69	43 - 121
Fluoranthene	667	471		ug/Kg		71	47 - 109
Fluorene	667	389		ug/Kg		58	40 - 106
Indeno[1,2,3-cd]pyrene	667	467		ug/Kg		70	43 - 120
Naphthalene	667	408		ug/Kg		61	35 - 110
Phenanthrene	667	423		ug/Kg		63	42 - 110
Pyrene	667	523		ug/Kg		79	45 - 120
1-Methylnaphthalene	1330	893		ug/Kg		67	38 - 110
1-Methylphenanthrene	667	486		ug/Kg		73	55 - 110
2,3,5-Trimethylnaphthalene	667	412		ug/Kg		62	53 - 109
2,6-Dimethylnaphthalene	667	446		ug/Kg		67	45 - 110
2-Methylnaphthalene	1330	906		ug/Kg		68	38 - 110
Benzo[e]pyrene	667	512		ug/Kg		77	47 - 134
Perylene	667	491		ug/Kg		74	44 - 133
1,1'-Biphenyl	667	433		ug/Kg		65	45 - 110
3-methylphenanthrene	667	481		ug/Kg		72	57 - 107

Surrogate	LCS %Recovery	LCS Qualifier	Limits
2-Fluorobiphenyl	1		33 - 120
6erpcenyl-a14	90		35 - 14)

Method: 8015B - Diesel Range Organics (DRO) (GC)

Lab Sample ID: MB 720-264543/1-A

Matrix: Solid

Analysis Batch: 264627

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 264543

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics [C10-C28]	ND		2.0		mg/Kg		04/26/19 09:19	04/29/19 12:19	1
Motor Oil Range Organics [C24-C36]	ND		50		mg/Kg		04/26/19 09:19	04/29/19 12:19	1
Kerosene Range Organics (C9-C18)	ND		2.0		mg/Kg		04/26/19 09:19	04/29/19 12:19	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8015B - Diesel Range Organics (DRO) (GC) (Continued)

Lab Sample ID: MB 720-264543/1-A

Matrix: Solid

Analysis Batch: 264627

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 264543

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
p-6erpcenyl	93		40 - 130	04/2)/19 09:19	04/29/19 12:19	1

Lab Sample ID: LCS 720-264543/2-A

Matrix: Solid

Analysis Batch: 264600

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 264543

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Diesel Range Organics [C10-C28]	167	158		mg/Kg		95	50 - 150

Surrogate	LCS %Recovery	LCS Qualifier	Limits
p-6erpcenyl	107		40 - 130

Method: 8081A - Organochlorine Pesticides (GC)

Lab Sample ID: MB 720-264912/1-A

Matrix: Solid

Analysis Batch: 265034

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 264912

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Dieldrin	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Endrin aldehyde	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Endrin	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Endrin ketone	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Heptachlor	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Heptachlor epoxide	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
4,4'-DDT	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
4,4'-DDE	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
4,4'-DDD	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Endosulfan I	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Endosulfan II	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
alpha-BHC	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
beta-BHC	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
gamma-BHC (Lindane)	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
delta-BHC	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Endosulfan sulfate	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Methoxychlor	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Toxaphene	ND		8.0		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Chlordane (technical)	ND		8.0		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
cis-Chlordane	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
trans-Chlordane	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1
Hexachlorobenzene	ND		0.40		ug/Kg		05/07/19 14:13	05/07/19 22:13	1

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
6ehrt i cloro-m-xylene	54		31 - 103	05/08/19 14:13	05/08/19 22:13	1
, CB , e i t i clorobpcenyl	94		28 - 13)	05/08/19 14:13	05/08/19 22:13	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8081A - Organochlorine Pesticides (GC) (Continued)

Lab Sample ID: LCS 720-264912/2-A

Matrix: Solid

Analysis Batch: 265034

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 264912

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Aldrin	3.33	2.22		ug/Kg		67	54 - 120
Dieldrin	3.33	2.67		ug/Kg		80	59 - 120
Endrin aldehyde	3.33	3.04		ug/Kg		91	40 - 120
Endrin	3.33	2.78		ug/Kg		83	53 - 120
Endrin ketone	3.33	2.92		ug/Kg		88	40 - 120
Heptachlor	3.33	2.34		ug/Kg		70	54 - 120
Heptachlor epoxide	3.33	2.63		ug/Kg		79	40 - 120
4,4'-DDT	3.33	2.80		ug/Kg		84	51 - 120
4,4'-DDE	3.33	2.63		ug/Kg		79	40 - 120
4,4'-DDD	3.33	2.85		ug/Kg		85	40 - 120
Endosulfan I	3.33	2.66		ug/Kg		80	40 - 120
Endosulfan II	3.33	2.89		ug/Kg		87	40 - 120
alpha-BHC	3.33	2.32		ug/Kg		70	40 - 120
beta-BHC	3.33	2.94		ug/Kg		88	40 - 120
gamma-BHC (Lindane)	3.33	2.43		ug/Kg		73	58 - 120
delta-BHC	3.33	2.64		ug/Kg		79	40 - 120
Endosulfan sulfate	3.33	2.94		ug/Kg		88	40 - 120
Methoxychlor	3.33	3.33		ug/Kg		100	40 - 120
cis-Chlordane	3.33	2.67		ug/Kg		80	40 - 120
trans-Chlordane	3.33	2.62		ug/Kg		79	40 - 120
Hexachlorobenzene	3.33	2.09		ug/Kg		63	

Surrogate	LCS %Recovery	LCS Qualifier	Limits
6-chloro-1-m-xylene	97		31 - 103
1,1-dichloro-2,2-bis(4-chlorophenyl)ethane	98		28 - 13

Lab Sample ID: 720-92632-5 MS

Matrix: Solid

Analysis Batch: 265034

Client Sample ID: 19-20190-CM-1

Prep Type: Total/NA

Prep Batch: 264912

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	Limits
Aldrin	ND	F1	3.29	3.39	p	ug/Kg		103	53 - 120
Dieldrin	ND		3.29	2.22	p	ug/Kg		67	46 - 130
Endrin aldehyde	ND		3.29	1.94		ug/Kg		59	40 - 120
Endrin	ND		3.29	2.16	p	ug/Kg		66	32 - 143
Endrin ketone	ND		3.29	2.18		ug/Kg		66	40 - 120
Heptachlor	ND	F1 F2	3.29	2.25		ug/Kg		68	52 - 120
Heptachlor epoxide	ND		3.29	2.48		ug/Kg		75	40 - 120
4,4'-DDT	ND	F2	3.29	1.80		ug/Kg		46	17 - 144
4,4'-DDE	ND		3.29	2.64		ug/Kg		74	40 - 120
4,4'-DDD	ND		3.29	2.71		ug/Kg		82	40 - 120
Endosulfan I	ND		3.29	2.14		ug/Kg		65	40 - 120
Endosulfan II	ND		3.29	2.10	p	ug/Kg		64	40 - 120
alpha-BHC	ND	F2	3.29	2.51		ug/Kg		76	40 - 120
beta-BHC	ND	F1 F2	3.29	4.62	p F1	ug/Kg		140	40 - 120
gamma-BHC (Lindane)	ND	F1 F2	3.29	4.09	F1	ug/Kg		124	58 - 120
delta-BHC	ND	F1 F2	3.29	3.37		ug/Kg		102	40 - 120
Endosulfan sulfate	ND		3.29	2.02	p	ug/Kg		61	40 - 120

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8081A - Organochlorine Pesticides (GC) (Continued)

Lab Sample ID: 720-92632-5 MS

Matrix: Solid

Analysis Batch: 265034

Client Sample ID: 19-20190-CM-1

Prep Type: Total/NA

Prep Batch: 264912

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec. Limits
Methoxychlor	ND	F1 F2	3.29	1.62	p	ug/Kg		49	40 - 120
cis-Chlordane	ND		3.29	ND	F1	ug/Kg		0	40 - 120
trans-Chlordane	ND	F1	3.29	2.45		ug/Kg		75	40 - 120
Hexachlorobenzene	ND		3.29	2.73	p	ug/Kg		83	
Surrogate	MS %Recovery	MS Qualifier	Limits						
6-chloro-m-xylene	85		31 - 103						
1,1-dichlorobiphenyl	81		28 - 13)						

Lab Sample ID: 720-92632-5 MSD

Matrix: Solid

Analysis Batch: 265034

Client Sample ID: 19-20190-CM-1

Prep Type: Total/NA

Prep Batch: 264912

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Aldrin	ND	F1	3.32	3.36	p	ug/Kg		101	53 - 120	1	20
Dieldrin	ND		3.32	2.64		ug/Kg		79	46 - 130	17	20
Endrin aldehyde	ND		3.32	2.25		ug/Kg		68	40 - 120	15	20
Endrin	ND		3.32	2.57		ug/Kg		77	32 - 143	17	20
Endrin ketone	ND		3.32	2.19		ug/Kg		66	40 - 120	0	20
Heptachlor	ND	F1 F2	3.32	2.90	p F2	ug/Kg		87	52 - 120	25	20
Heptachlor epoxide	ND		3.32	2.65		ug/Kg		80	40 - 120	6	20
4,4'-DDT	ND	F2	3.32	1.42	F2	ug/Kg		35	17 - 144	24	20
4,4'-DDE	ND		3.32	2.96		ug/Kg		83	40 - 120	11	20
4,4'-DDD	ND		3.32	3.10		ug/Kg		94	40 - 120	14	20
Endosulfan I	ND		3.32	2.48		ug/Kg		75	40 - 120	15	20
Endosulfan II	ND		3.32	2.49		ug/Kg		75	40 - 120	17	20
alpha-BHC	ND	F2	3.32	0.641	p F1 F2	ug/Kg		19	40 - 120	119	20
beta-BHC	ND	F1 F2	3.32	3.56	F2	ug/Kg		107	40 - 120	26	20
gamma-BHC (Lindane)	ND	F1 F2	3.32	3.29	F2	ug/Kg		99	58 - 120	22	20
delta-BHC	ND	F1 F2	3.32	3.89	p	ug/Kg		117	40 - 120	14	20
Endosulfan sulfate	ND		3.32	2.34		ug/Kg		71	40 - 120	15	20
Methoxychlor	ND	F1 F2	3.32	1.19	p F1 F2	ug/Kg		36	40 - 120	30	20
cis-Chlordane	ND		3.32	3.20		ug/Kg		96	40 - 120	NC	20
trans-Chlordane	ND	F1	3.32	ND	F1	ug/Kg		0	40 - 120	NC	20
Hexachlorobenzene	ND		3.32	2.62		ug/Kg		79		4	
								</			

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Lab Sample ID: MB 720-264911/1-A

Matrix: Solid

Analysis Batch: 265140

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 264911

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		10		ug/Kg		05/07/19 14:16	05/07/19 22:16	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography (Continued)

Lab Sample ID: MB 720-264911/1-A

Matrix: Solid

Analysis Batch: 265140

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 264911

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1221	ND		10		ug/Kg		05/07/19 14:16	05/07/19 22:16	1
PCB-1232	ND		10		ug/Kg		05/07/19 14:16	05/07/19 22:16	1
PCB-1242	ND		10		ug/Kg		05/07/19 14:16	05/07/19 22:16	1
PCB-1248	ND		10		ug/Kg		05/07/19 14:16	05/07/19 22:16	1
PCB-1254	ND		10		ug/Kg		05/07/19 14:16	05/07/19 22:16	1
PCB-1260	ND		10		ug/Kg		05/07/19 14:16	05/07/19 22:16	1

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
6-chloro-m-xylene	53		32 - 112	05/08/19 14:1	05/08/19 22:1	1
1,2-dichlorobiphenyl	98		2 - 122	05/08/19 14:1	05/08/19 22:1	1

Lab Sample ID: LCS 720-264911/2-A

Matrix: Solid

Analysis Batch: 265140

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 264911

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
PCB-1016	26.7	20.4		ug/Kg		76	55 - 112
PCB-1260	26.7	26.2		ug/Kg		98	65 - 120

Surrogate	LCS %Recovery	LCS Qualifier	Limits
6-chloro-m-xylene	53		32 - 112
1,2-dichlorobiphenyl	98		2 - 122

Lab Sample ID: 720-92632-5 MS

Matrix: Solid

Analysis Batch: 265140

Client Sample ID: 19-20190-CM-1

Prep Type: Total/NA

Prep Batch: 264911

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec. Limits
PCB-1016	ND		26.4	22.3		ug/Kg		85	69 - 120
PCB-1260	ND		26.4	25.6		ug/Kg		95	73 - 114

Surrogate	MS %Recovery	MS Qualifier	Limits
6-chloro-m-xylene	85		32 - 112
1,2-dichlorobiphenyl	73		2 - 122

Lab Sample ID: 720-92632-5 MSD

Matrix: Solid

Analysis Batch: 265140

Client Sample ID: 19-20190-CM-1

Prep Type: Total/NA

Prep Batch: 264911

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	Limit
PCB-1016	ND		26.3	22.3		ug/Kg		85	69 - 120	0	20
PCB-1260	ND		26.3	26.2		ug/Kg		98	73 - 114	3	20

Surrogate	MSD %Recovery	MSD Qualifier	Limits
6-chloro-m-xylene	82		32 - 112
1,2-dichlorobiphenyl	75		2 - 122

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 6010B - Metals (ICP)

Lab Sample ID: MB 720-264418/1-A
Matrix: Solid
Analysis Batch: 264626

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 264418

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		2.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Arsenic	ND		4.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Barium	ND		2.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Cadmium	ND		0.50		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Chromium	ND		2.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Cobalt	ND		0.80		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Copper	ND		6.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Lead	ND		2.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Molybdenum	ND		2.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Nickel	ND		2.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Selenium	ND		2.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Silver	ND		1.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Thallium	ND		2.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Vanadium	ND		2.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4
Zinc	ND		6.0		mg/Kg		04/24/19 16:59	04/26/19 19:02	4

Lab Sample ID: MB 720-264418/1-A
Matrix: Solid
Analysis Batch: 264692

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 264418

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		2.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Arsenic	ND		4.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Barium	ND		2.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Beryllium	ND		0.40		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Cadmium	ND		0.50		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Chromium	ND		2.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Cobalt	ND		0.80		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Copper	ND		6.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Lead	ND		2.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Molybdenum	ND		2.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Nickel	ND		2.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Selenium	ND		2.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Silver	ND		1.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Thallium	ND		2.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Vanadium	ND		2.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4
Zinc	ND		6.0		mg/Kg		04/24/19 16:59	04/29/19 18:34	4

Lab Sample ID: LCS 720-264418/2-A
Matrix: Solid
Analysis Batch: 264626

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 264418

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Antimony	50.0	45.7		mg/Kg		91	80 - 120
Arsenic	50.0	48.4		mg/Kg		97	80 - 120
Barium	50.0	46.1		mg/Kg		92	80 - 120
Cadmium	50.0	50.7		mg/Kg		101	80 - 120
Chromium	50.0	48.2		mg/Kg		96	80 - 120
Cobalt	50.0	52.9		mg/Kg		106	80 - 120

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 6010B - Metals (ICP) (Continued)

Lab Sample ID: LCS 720-264418/2-A

Matrix: Solid

Analysis Batch: 264626

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 264418

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Copper	50.0	49.3		mg/Kg		99	80 - 120
Lead	50.0	48.4		mg/Kg		97	80 - 120
Molybdenum	50.0	49.3		mg/Kg		99	80 - 120
Nickel	50.0	48.2		mg/Kg		96	80 - 120
Selenium	50.0	45.2		mg/Kg		90	80 - 120
Silver	25.0	24.6		mg/Kg		98	80 - 120
Thallium	50.0	52.0		mg/Kg		104	80 - 120
Vanadium	50.0	45.8		mg/Kg		92	80 - 120
Zinc	50.0	51.7		mg/Kg		103	80 - 120

Lab Sample ID: LCS 720-264418/2-A

Matrix: Solid

Analysis Batch: 264692

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 264418

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Antimony	50.0	48.2		mg/Kg		96	80 - 120
Arsenic	50.0	49.2		mg/Kg		98	80 - 120
Barium	50.0	47.4		mg/Kg		95	80 - 120
Beryllium	50.0	46.8		mg/Kg		94	80 - 120
Cadmium	50.0	48.4		mg/Kg		97	80 - 120
Chromium	50.0	48.9		mg/Kg		98	80 - 120
Cobalt	50.0	50.0		mg/Kg		100	80 - 120
Copper	50.0	48.6		mg/Kg		97	80 - 120
Lead	50.0	48.3		mg/Kg		97	80 - 120
Molybdenum	50.0	50.1		mg/Kg		100	80 - 120
Nickel	50.0	49.7		mg/Kg		99	80 - 120
Selenium	50.0	45.7		mg/Kg		91	80 - 120
Silver	25.0	23.9		mg/Kg		96	80 - 120
Thallium	50.0	49.4		mg/Kg		99	80 - 120
Vanadium	50.0	47.4		mg/Kg		95	80 - 120
Zinc	50.0	49.1		mg/Kg		98	80 - 120

Lab Sample ID: MB 720-264874/1-A

Matrix: Solid

Analysis Batch: 265049

Client Sample ID: Method Blank

Prep Type: Total Recoverable

Prep Batch: 264874

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		0.010		mg/L		05/02/19 10:11	05/03/19 18:19	1
Arsenic	ND		0.010		mg/L		05/02/19 10:11	05/03/19 18:19	1
Barium	ND		0.050		mg/L		05/02/19 10:11	05/03/19 18:19	1
Cadmium	ND		0.0020		mg/L		05/02/19 10:11	05/03/19 18:19	1
Chromium	ND		0.010		mg/L		05/02/19 10:11	05/03/19 18:19	1
Cobalt	ND		0.0020		mg/L		05/02/19 10:11	05/03/19 18:19	1
Copper	ND		0.020		mg/L		05/02/19 10:11	05/03/19 18:19	1
Lead	ND		0.0050		mg/L		05/02/19 10:11	05/03/19 18:19	1
Molybdenum	ND		0.010		mg/L		05/02/19 10:11	05/03/19 18:19	1
Nickel	ND		0.010		mg/L		05/02/19 10:11	05/03/19 18:19	1
Selenium	ND		0.020		mg/L		05/02/19 10:11	05/03/19 18:19	1
Silver	ND		0.0050		mg/L		05/02/19 10:11	05/03/19 18:19	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 6010B - Metals (ICP) (Continued)

Lab Sample ID: MB 720-264874/1-A

Matrix: Solid

Analysis Batch: 265049

Client Sample ID: Method Blank

Prep Type: Total Recoverable

Prep Batch: 264874

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Thallium	ND		0.010		mg/L		05/02/19 10:11	05/03/19 18:19	1
Vanadium	ND		0.010		mg/L		05/02/19 10:11	05/03/19 18:19	1
Zinc	ND		0.020		mg/L		05/02/19 10:11	05/03/19 18:19	1

Lab Sample ID: MB 720-264874/1-A

Matrix: Solid

Analysis Batch: 265127

Client Sample ID: Method Blank

Prep Type: Total Recoverable

Prep Batch: 264874

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Beryllium	ND		0.0020		mg/L		05/02/19 10:11	05/06/19 18:13	1

Lab Sample ID: LCS 720-264874/2-A

Matrix: Solid

Analysis Batch: 265049

Client Sample ID: Lab Control Sample

Prep Type: Total Recoverable

Prep Batch: 264874

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Antimony	1.00	0.958		mg/L		96	80 - 120
Arsenic	1.00	0.962		mg/L		96	80 - 120
Barium	1.00	0.947		mg/L		95	80 - 120
Cadmium	1.00	0.961		mg/L		96	80 - 120
Chromium	1.00	0.944		mg/L		94	80 - 120
Cobalt	1.00	0.978		mg/L		98	80 - 120
Copper	1.00	0.949		mg/L		95	80 - 120
Lead	1.00	0.976		mg/L		98	80 - 120
Molybdenum	1.00	0.946		mg/L		95	80 - 120
Nickel	1.00	0.964		mg/L		96	80 - 120
Selenium	1.00	0.958		mg/L		96	80 - 120
Silver	0.500	0.471		mg/L		94	80 - 120
Thallium	1.00	0.985		mg/L		99	80 - 120
Vanadium	1.00	0.955		mg/L		96	80 - 120
Zinc	1.00	0.961		mg/L		96	80 - 120

Lab Sample ID: LCS 720-264874/2-A

Matrix: Solid

Analysis Batch: 265127

Client Sample ID: Lab Control Sample

Prep Type: Total Recoverable

Prep Batch: 264874

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Beryllium	1.00	0.989		mg/L		99	80 - 120

Lab Sample ID: LB4 720-264423/1-D

Matrix: Solid

Analysis Batch: 265049

Client Sample ID: Method Blank

Prep Type: STLC Citrate

Prep Batch: 264874

Analyte	LB4 Result	LB4 Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:12	1
Arsenic	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:12	1
Barium	ND		0.50		mg/L		05/02/19 10:11	05/03/19 19:12	1
Cadmium	ND		0.020		mg/L		05/02/19 10:11	05/03/19 19:12	1
Chromium	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:12	1
Cobalt	ND		0.020		mg/L		05/02/19 10:11	05/03/19 19:12	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 6010B - Metals (ICP) (Continued)

Lab Sample ID: LB4 720-264423/1-D
Matrix: Solid
Analysis Batch: 265049

Client Sample ID: Method Blank
Prep Type: STLC Citrate
Prep Batch: 264874

Analyte	LB4 Result	LB4 Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Copper	ND		0.20		mg/L		05/02/19 10:11	05/03/19 19:12	1
Lead	ND		0.050		mg/L		05/02/19 10:11	05/03/19 19:12	1
Molybdenum	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:12	1
Nickel	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:12	1
Selenium	ND		0.20		mg/L		05/02/19 10:11	05/03/19 19:12	1
Silver	ND		0.050		mg/L		05/02/19 10:11	05/03/19 19:12	1
Thallium	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:12	1
Vanadium	ND		0.10		mg/L		05/02/19 10:11	05/03/19 19:12	1
Zinc	ND		0.20		mg/L		05/02/19 10:11	05/03/19 19:12	1

Lab Sample ID: LB4 720-264423/1-D
Matrix: Solid
Analysis Batch: 265127

Client Sample ID: Method Blank
Prep Type: STLC Citrate
Prep Batch: 264874

Analyte	LB4 Result	LB4 Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		0.10		mg/L		05/02/19 10:11	05/06/19 19:07	1
Arsenic	ND		0.10		mg/L		05/02/19 10:11	05/06/19 19:07	1
Barium	ND		0.50		mg/L		05/02/19 10:11	05/06/19 19:07	1
Beryllium	ND		0.020		mg/L		05/02/19 10:11	05/06/19 19:07	1
Cadmium	ND		0.020		mg/L		05/02/19 10:11	05/06/19 19:07	1
Chromium	ND		0.10		mg/L		05/02/19 10:11	05/06/19 19:07	1
Cobalt	ND		0.020		mg/L		05/02/19 10:11	05/06/19 19:07	1
Copper	ND		0.20		mg/L		05/02/19 10:11	05/06/19 19:07	1
Lead	ND		0.050		mg/L		05/02/19 10:11	05/06/19 19:07	1
Molybdenum	ND		0.10		mg/L		05/02/19 10:11	05/06/19 19:07	1
Nickel	ND		0.10		mg/L		05/02/19 10:11	05/06/19 19:07	1
Selenium	ND		0.20		mg/L		05/02/19 10:11	05/06/19 19:07	1
Silver	ND		0.050		mg/L		05/02/19 10:11	05/06/19 19:07	1
Thallium	ND		0.10		mg/L		05/02/19 10:11	05/06/19 19:07	1
Vanadium	ND		0.10		mg/L		05/02/19 10:11	05/06/19 19:07	1
Zinc	ND		0.20		mg/L		05/02/19 10:11	05/06/19 19:07	1

Lab Sample ID: LB4 720-264553/1-D
Matrix: Solid
Analysis Batch: 265127

Client Sample ID: Method Blank
Prep Type: STLC Citrate
Prep Batch: 264874

Analyte	LB4 Result	LB4 Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Beryllium	ND		0.020		mg/L		05/02/19 10:11	05/06/19 18:23	1

Method: 7470A - Mercury (CVAA)

Lab Sample ID: LB4 720-264838/14-A
Matrix: Solid
Analysis Batch: 264970

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 264838

Analyte	LB4 Result	LB4 Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.0020		mg/L		05/01/19 19:30	05/03/19 11:28	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method: 7470A - Mercury (CVAA) (Continued)

Lab Sample ID: MB 720-264838/1-A

Matrix: Solid

Analysis Batch: 264970

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 264838

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.00020		mg/L		05/01/19 19:30	05/03/19 10:54	1

Lab Sample ID: LCS 720-264838/2-A

Matrix: Solid

Analysis Batch: 264970

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 264838

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Mercury	0.0100	0.00938		mg/L		94	85 - 115

Lab Sample ID: 720-92632-5 MS

Matrix: Solid

Analysis Batch: 264970

Client Sample ID: 19-20190-CM-1

Prep Type: STLC Citrate

Prep Batch: 264838

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	Limits
Mercury	ND		0.100	0.0877		mg/L		88	75 - 125

Lab Sample ID: 720-92632-5 MSD

Matrix: Solid

Analysis Batch: 264970

Client Sample ID: 19-20190-CM-1

Prep Type: STLC Citrate

Prep Batch: 264838

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	Limits	RPD	Limit
Mercury	ND		0.100	0.0879		mg/L		88	75 - 125	0	20

Method: 7471A - Mercury (CVAA)

Lab Sample ID: MB 720-264421/1-A

Matrix: Solid

Analysis Batch: 264569

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 264421

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.017		mg/Kg		04/26/19 10:28	04/26/19 12:38	1

Lab Sample ID: LCS 720-264421/2-A

Matrix: Solid

Analysis Batch: 264569

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 264421

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	Limits
Mercury	0.833	0.882		mg/Kg		106	80 - 120

QC Association Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

GC/MS VOA

Prep Batch: 264465

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	5030B	

Analysis Batch: 264467

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	8260B	264465
MB 720-264467/4	Method Blank	Total/NA	Solid	8260B	
LCS 720-264467/5	Lab Control Sample	Total/NA	Solid	8260B	
LCS 720-264467/7	Lab Control Sample	Total/NA	Solid	8260B	
LCSD 720-264467/6	Lab Control Sample Dup	Total/NA	Solid	8260B	
LCSD 720-264467/8	Lab Control Sample Dup	Total/NA	Solid	8260B	

GC/MS Semi VOA

Prep Batch: 264433

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	3546	
MB 720-264433/1-A	Method Blank	Total/NA	Solid	3546	
LCS 720-264433/2-A	Lab Control Sample	Total/NA	Solid	3546	

Analysis Batch: 264495

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 720-264433/1-A	Method Blank	Total/NA	Solid	8270C SIM	264433
LCS 720-264433/2-A	Lab Control Sample	Total/NA	Solid	8270C SIM	264433

Analysis Batch: 264518

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	8270C SIM	264433

GC Semi VOA

Prep Batch: 264543

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	3546	
MB 720-264543/1-A	Method Blank	Total/NA	Solid	3546	
LCS 720-264543/2-A	Lab Control Sample	Total/NA	Solid	3546	

Analysis Batch: 264600

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
LCS 720-264543/2-A	Lab Control Sample	Total/NA	Solid	8015B	264543

Analysis Batch: 264627

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 720-264543/1-A	Method Blank	Total/NA	Solid	8015B	264543

Analysis Batch: 264774

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	8015B	264543

Prep Batch: 264911

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	3550B	
MB 720-264911/1-A	Method Blank	Total/NA	Solid	3550B	

QC Association Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

GC Semi VOA (Continued)

Prep Batch: 264911 (Continued)

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
LCS 720-264911/2-A	Lab Control Sample	Total/NA	Solid	3550B	
720-92632-5 MS	19-20190-CM-1	Total/NA	Solid	3550B	
720-92632-5 MSD	19-20190-CM-1	Total/NA	Solid	3550B	

Prep Batch: 264912

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	3550B	
MB 720-264912/1-A	Method Blank	Total/NA	Solid	3550B	
LCS 720-264912/2-A	Lab Control Sample	Total/NA	Solid	3550B	
720-92632-5 MS	19-20190-CM-1	Total/NA	Solid	3550B	
720-92632-5 MSD	19-20190-CM-1	Total/NA	Solid	3550B	

Analysis Batch: 265034

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	8081A	264912
MB 720-264912/1-A	Method Blank	Total/NA	Solid	8081A	264912
LCS 720-264912/2-A	Lab Control Sample	Total/NA	Solid	8081A	264912
720-92632-5 MS	19-20190-CM-1	Total/NA	Solid	8081A	264912
720-92632-5 MSD	19-20190-CM-1	Total/NA	Solid	8081A	264912

Analysis Batch: 265140

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	8082	264911
MB 720-264911/1-A	Method Blank	Total/NA	Solid	8082	264911
LCS 720-264911/2-A	Lab Control Sample	Total/NA	Solid	8082	264911
720-92632-5 MS	19-20190-CM-1	Total/NA	Solid	8082	264911
720-92632-5 MSD	19-20190-CM-1	Total/NA	Solid	8082	264911

Metals

Prep Batch: 264418

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	3050B	
MB 720-264418/1-A	Method Blank	Total/NA	Solid	3050B	
LCS 720-264418/2-A	Lab Control Sample	Total/NA	Solid	3050B	

Prep Batch: 264421

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	7471A	
MB 720-264421/1-A	Method Blank	Total/NA	Solid	7471A	
LCS 720-264421/2-A	Lab Control Sample	Total/NA	Solid	7471A	

Leach Batch: 264423

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	STLC Citrate	Solid	CA WET Citrate	
LB4 720-264423/1-D	Method Blank	STLC Citrate	Solid	CA WET Citrate	
720-92632-5 MS	19-20190-CM-1	STLC Citrate	Solid	CA WET Citrate	
720-92632-5 MSD	19-20190-CM-1	STLC Citrate	Solid	CA WET Citrate	

QC Association Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Metals

Leach Batch: 264553

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
LB4 720-264553/1-D	Method Blank	STLC Citrate	Solid	CA WET Citrate	

Analysis Batch: 264569

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	7471A	264421
MB 720-264421/1-A	Method Blank	Total/NA	Solid	7471A	264421
LCS 720-264421/2-A	Lab Control Sample	Total/NA	Solid	7471A	264421

Analysis Batch: 264626

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	6010B	264418
MB 720-264418/1-A	Method Blank	Total/NA	Solid	6010B	264418
LCS 720-264418/2-A	Lab Control Sample	Total/NA	Solid	6010B	264418

Analysis Batch: 264692

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	6010B	264418
MB 720-264418/1-A	Method Blank	Total/NA	Solid	6010B	264418
LCS 720-264418/2-A	Lab Control Sample	Total/NA	Solid	6010B	264418

Analysis Batch: 264732

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	6010B	264418

Prep Batch: 264838

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	STLC Citrate	Solid	7470A	264423
LB4 720-264838/14-A	Method Blank	Total/NA	Solid	7470A	
MB 720-264838/1-A	Method Blank	Total/NA	Solid	7470A	
LCS 720-264838/2-A	Lab Control Sample	Total/NA	Solid	7470A	
720-92632-5 MS	19-20190-CM-1	STLC Citrate	Solid	7470A	264423
720-92632-5 MSD	19-20190-CM-1	STLC Citrate	Solid	7470A	264423

Prep Batch: 264874

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	STLC Citrate	Solid	3005A	264423
LB4 720-264423/1-D	Method Blank	STLC Citrate	Solid	3005A	264423
LB4 720-264553/1-D	Method Blank	STLC Citrate	Solid	3005A	264553
MB 720-264874/1-A	Method Blank	Total Recoverable	Solid	3005A	
LCS 720-264874/2-A	Lab Control Sample	Total Recoverable	Solid	3005A	

Analysis Batch: 264970

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	STLC Citrate	Solid	7470A	264838
LB4 720-264838/14-A	Method Blank	Total/NA	Solid	7470A	264838
MB 720-264838/1-A	Method Blank	Total/NA	Solid	7470A	264838
LCS 720-264838/2-A	Lab Control Sample	Total/NA	Solid	7470A	264838
720-92632-5 MS	19-20190-CM-1	STLC Citrate	Solid	7470A	264838
720-92632-5 MSD	19-20190-CM-1	STLC Citrate	Solid	7470A	264838

QC Association Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Metals

Analysis Batch: 265049

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	STLC Citrate	Solid	6010B	264874
LB4 720-264423/1-D	Method Blank	STLC Citrate	Solid	6010B	264874
MB 720-264874/1-A	Method Blank	Total Recoverable	Solid	6010B	264874
LCS 720-264874/2-A	Lab Control Sample	Total Recoverable	Solid	6010B	264874

Analysis Batch: 265127

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	STLC Citrate	Solid	6010B	264874
LB4 720-264423/1-D	Method Blank	STLC Citrate	Solid	6010B	264874
LB4 720-264553/1-D	Method Blank	STLC Citrate	Solid	6010B	264874
MB 720-264874/1-A	Method Blank	Total Recoverable	Solid	6010B	264874
LCS 720-264874/2-A	Lab Control Sample	Total Recoverable	Solid	6010B	264874

General Chemistry

Analysis Batch: 264464

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92632-5	19-20190-CM-1	Total/NA	Solid	Moisture	

Lab Chronicle

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Client Sample ID: 19-20190-CM-1

Lab Sample ID: 720-92632-5

Date Collected: 04/23/19 10:00

Matrix: Solid

Date Received: 04/24/19 11:50

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	5030B			264465	04/25/19 09:03	DAID	TAL PLS
Total/NA	Analysis	8260B		1	264467	04/25/19 17:04	AJS	TAL PLS
Total/NA	Prep	3546			264433	04/24/19 21:55	CTD	TAL PLS
Total/NA	Analysis	8270C SIM		2	264518	04/26/19 03:32	LPL	TAL PLS
Total/NA	Prep	3546			264543	04/26/19 22:12	BMT	TAL PLS
Total/NA	Analysis	8015B		1	264774	05/02/19 00:28	JXL	TAL PLS
Total/NA	Prep	3550B			264912	05/07/19 14:13	NDU	TAL PLS
Total/NA	Analysis	8081A		1	265034	05/07/19 22:45	MQL	TAL PLS
Total/NA	Prep	3550B			264911	05/07/19 14:16	NDU	TAL PLS
Total/NA	Analysis	8082		1	265140	05/07/19 23:24	DCH	TAL PLS
STLC Citrate	Leach	CA WET Citrate			264423	04/25/19 12:05	GLL	TAL PLS
STLC Citrate	Prep	3005A			264874	05/02/19 10:11	MAA	TAL PLS
STLC Citrate	Analysis	6010B		1	265049	05/03/19 19:18	BKR	TAL PLS
STLC Citrate	Leach	CA WET Citrate			264423	04/25/19 12:05	GLL	TAL PLS
STLC Citrate	Prep	3005A			264874	05/02/19 10:11	MAA	TAL PLS
STLC Citrate	Analysis	6010B		1	265127	05/06/19 19:12	OBI	TAL PLS
Total/NA	Prep	3050B			264418	04/24/19 16:59	MAA	TAL PLS
Total/NA	Analysis	6010B		4	264732	04/30/19 11:55	OBI	TAL PLS
Total/NA	Prep	3050B			264418	04/24/19 16:59	MAA	TAL PLS
Total/NA	Analysis	6010B		4	264626	04/26/19 20:16	MAG	TAL PLS
Total/NA	Prep	3050B			264418	04/24/19 16:59	MAA	TAL PLS
Total/NA	Analysis	6010B		4	264692	04/29/19 19:48	MAG	TAL PLS
STLC Citrate	Leach	CA WET Citrate			264423	04/25/19 12:05	GLL	TAL PLS
STLC Citrate	Prep	7470A			264838	05/01/19 19:30	GLL	TAL PLS
STLC Citrate	Analysis	7470A		1	264970	05/03/19 11:35	OBI	TAL PLS
Total/NA	Prep	7471A			264421	04/26/19 10:28	SUN	TAL PLS
Total/NA	Analysis	7471A		1	264569	04/26/19 13:08	MAG	TAL PLS
Total/NA	Analysis	Moisture		1	264464	04/25/19 09:02	TNL	TAL PLS

Laboratory References:

TAL PLS = Eurofins TestAmerica, Pleasanton, 1220 Quarry Lane, Pleasanton, CA 94566, TEL (925)484-1919

Accreditation/Certification Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Laboratory: Eurofins TestAmerica, Pleasanton

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	EPA Region	Identification Number	Expiration Date
California	State Program	9	2496	01-31-20
USDA	Federal		P330-17-00380	12-11-20

Method Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek

Job ID: 720-92632-1

Method	Method Description	Protocol	Laboratory
8260B	Volatile Organic Compounds (GC/MS)	SW846	TAL PLS
8270C SIM	PAHs by GCMS (SIM)	SW846	TAL PLS
8015B	Diesel Range Organics (DRO) (GC)	SW846	TAL PLS
8081A	Organochlorine Pesticides (GC)	SW846	TAL PLS
8082	Polychlorinated Biphenyls (PCBs) by Gas Chromatography	SW846	TAL PLS
6010B	Metals (ICP)	SW846	TAL PLS
7470A	Mercury (CVAA)	SW846	TAL PLS
7471A	Mercury (CVAA)	SW846	TAL PLS
Moisture	Percent Moisture	EPA	TAL PLS
3005A	Preparation, Total Recoverable or Dissolved Metals	SW846	TAL PLS
3050B	Preparation, Metals	SW846	TAL PLS
3546	Microwave Extraction	SW846	TAL PLS
3550B	Ultrasonic Extraction	SW846	TAL PLS
5030B	Purge and Trap	SW846	TAL PLS
7470A	Preparation, Mercury	SW846	TAL PLS
7471A	Preparation, Mercury	SW846	TAL PLS
CA WET Citrate	California - Waste Extraction Test with Citrate Leach	CA-WET	TAL PLS

Protocol References:

CA-WET = California Waste Extraction Test, from Title 22

EPA = US Environmental Protection Agency

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

TAL PLS = Eurofins TestAmerica, Pleasanton, 1220 Quarry Lane, Pleasanton, CA 94566, TEL (925)484-1919

Sample Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-009 San Tomas Aquino Creek


Job ID: 720-92632-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
720-92632-5	19-20190-CM-1	Solid	04/23/19 10:00	04/24/19 11:50

18 9831

424-19
~~720~~ 720-92632

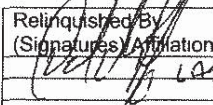

CHAIN OF CUSTODY

Site Name 19-SCH-009 SAN TOMAS AQUINO CREEK	Laboratory Test America	Santa Clara Valley Water District  5750 Almaden Expressway San Jose, CA 95118-3614 Phone (408) 265-2600 FAX (408) 266-0271
Site Location Reach: 53240-53375 The access ramp to the creek bed is close to the intersection between Virginia Ave and Rincon Ave/Bucknall Rd. The sediment is located about 700 feet upstream of Rincon Ave.	Sampled By D Guthridge	
	Requested By Carole Foster	

Sample ID #	Matrix	Samples #	Turnaround	Analyses
19-20190-CM-1	S	1	Standard Turn Around	6010B(Dissolved Metals), 6010B(Total Metals), 7470A(Dissolved Mercury), 7471A(Total Mercury), 8015B(TPHg:DRO/MRO/Kerosene), 8081A(Pesticides), 8082(PCBs), 8260B(Total Volatile Organic Compounds), 8270C_SIM(PAH's), Moisture(Moisture)
Point	Date Sampled	Time Sampled		
A	4/23/19	9:00		
B	4/23/19	9:20		
C	4/23/19	9:40		
D	4/23/19	1:00		

MATRIX ABBREVIATION - Soil = S; Water = W; Product = P

Run any STLC or VCLP's that trigger

Relinquished By (Signature)/Affiliation	Please Print Name	Received By (Signature)/Affiliation	Please Print Name	Date	Time
	David Guthridge		Carole Foster	4/24/19	1:50

1-2



Login Sample Receipt Checklist

Client: Santa Clara Valley Water Dist

Job Number: 720-92632-1

Login Number: 92632

List Source: Eurofins TestAmerica, Pleasanton

List Number: 1

Creator: Mullen, Joan

Question	Answer	Comment
Radioactivity wasn't checked or is \leq background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	N/A	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	N/A	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is $<6\text{mm}$ (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	False	Sample compositing requested.
Residual Chlorine Checked.	N/A	

**SAN TOMAS AQUINO CREEK EROSION REPAIR &
BARRON CREEK CONCRETE REPAIR AT BRYANT STREET PROJECT**

**ADDENDUM 1
ATTACHMENT 5**

**SEDIMENT TEST RESULTS #2
(Located upstream of USGS gage near Williams Road)**

Project No. 62084001

Contract No. C0647

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ANALYTICAL REPORT

Eurofins TestAmerica, Pleasanton
1220 Quarry Lane
Pleasanton, CA 94566
Tel: (925)484-1919

Laboratory Job ID: 720-92979-1

Client Project/Site: 19-SCH-035 San Tomas Aquino Creek

For:

Santa Clara Valley Water Dist
PO BOX 20670
5750 Almadin Express Way
San Jose, California 95160-0670

Attn: Carole Foster



Authorized for release by:
5/21/2019 4:08:45 PM

Afsaneh Salimpour, Senior Project Manager
(925)484-1919
afsaneh.salimpour@testamericainc.com

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This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.

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Definitions/Glossary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
α	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
PQL	Practical Quantitation Limit
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)

Case Narrative

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Job ID: 720-92979-1

Laboratory: Eurofins TestAmerica, Pleasanton

Narrative

Job Narrative 720-92979-1

Comments

No additional comments.

Receipt

The samples were received on 5/13/2019 1:00 PM; the samples arrived in good condition, properly preserved and, where required, on ice. The temperatures of the 2 coolers at receipt time were 0.7° C and 1.2° C.

GC/MS VOA

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

GC/MS Semi VOA

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

GC Semi VOA

Method(s) 8081A: The following sample was diluted due to color: 19-20190-CM-2 (720-92979-6). Elevated reporting limits (RL) are provided.

Method(s) 8082: The following samples required a tetrabutylammonium sulfite (TBA) clean-up to reduce matrix interferences caused by sulfur: 19-20190-CC-1 (720-92979-1), 19-20190-CM-2 (720-92979-6), (LCS 720-265711/2-A), (MB 720-265711/1-A).

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

Metals

Method(s) 6010B: The continuing calibration blank (CCB) for analytical batch 720-265947 contained Lead above the reporting limit (RL). All reported samples associated with this CCB contained this analyte at a concentration greater than 10X the value found in the CCB; therefore, re-analysis of samples was not performed.

Method(s) 6010B: The following sample was diluted due to the nature of the sample matrix: 19-20190-CC-1 (720-92979-1). Elevated reporting limits (RLs) are provided.

Method(s) 6010B: The continuing calibration blank (CCB) for analytical batch 720-266002 contained Selenium above the reporting limit (RL). All reported samples associated with this CCB was ND for this analyte; therefore, re-analysis of samples was not performed.

Method(s) 6010B: The post digestion spike % recovery for Silver-72% associated with batch 720-266076 was outside of control limits. The following sample is impacted: (720-92979-A-1-P PDS).

Method(s) 6010B: The serial dilution performed for the following sample associated with batch 720-266076 was outside control limits for Barium-41% & Nickel-31%: (720-92979-A-1-P SD)

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

General Chemistry

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

Organic Prep

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

Detection Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Client Sample ID: 19-20190-CC-1

Lab Sample ID: 720-92979-1

Analyte	Result	Qualifier	RL	MDL	Unit	Dil	Fac	D	Method	Prep Type
Phenanthrene	4.9		4.7		ug/Kg	1			8270C SIM	Total/NA
1-Methylphenanthrene	10		4.7		ug/Kg	1			8270C SIM	Total/NA
3-methylphenanthrene	6.2		4.7		ug/Kg	1			8270C SIM	Total/NA
Diesel Range Organics [C10-C28]	5.1		1.9		mg/Kg	1			8015B	Total/NA
Antimony	3.7		1.5		mg/Kg	4			6010B	Total/NA
Barium	80		1.5		mg/Kg	4			6010B	Total/NA
Beryllium	0.33		0.31		mg/Kg	4			6010B	Total/NA
Chromium	73		1.5		mg/Kg	4			6010B	Total/NA
Cobalt	14		0.62		mg/Kg	4			6010B	Total/NA
Copper	28		4.6		mg/Kg	4			6010B	Total/NA
Lead	5.8		1.5		mg/Kg	4			6010B	Total/NA
Nickel	80		1.5		mg/Kg	4			6010B	Total/NA
Vanadium	70		1.5		mg/Kg	4			6010B	Total/NA
Zinc	54		4.6		mg/Kg	4			6010B	Total/NA
Barium	3.9		0.50		mg/L	1			6010B	STLC Citrate
Chromium	0.17		0.10		mg/L	1			6010B	STLC Citrate
Cobalt	0.25		0.020		mg/L	1			6010B	STLC Citrate
Lead	0.054		0.050		mg/L	1			6010B	STLC Citrate
Nickel	0.59		0.10		mg/L	1			6010B	STLC Citrate
Vanadium	0.16		0.10		mg/L	1			6010B	STLC Citrate
Zinc	0.87		0.20		mg/L	1			6010B	STLC Citrate
Mercury	0.053		0.016		mg/Kg	1			7471A	Total/NA

Client Sample ID: 19-20190-CM-2

Lab Sample ID: 720-92979-6

Analyte	Result	Qualifier	RL	MDL	Unit	Dil	Fac	D	Method	Prep Type
Phenanthrene	4.7		4.7		ug/Kg	1			8270C SIM	Total/NA
2,6-Dimethylnaphthalene	18		4.7		ug/Kg	1			8270C SIM	Total/NA
3-methylphenanthrene	6.4		4.7		ug/Kg	1			8270C SIM	Total/NA
Diesel Range Organics [C10-C28]	21		1.9		mg/Kg	1			8015B	Total/NA
Kerosene Range Organics (C9-C18)	8.8		1.9		mg/Kg	1			8015B	Total/NA
Antimony	6.4		1.4		mg/Kg	4			6010B	Total/NA
Barium	140		1.4		mg/Kg	4			6010B	Total/NA
Beryllium	0.40		0.29		mg/Kg	4			6010B	Total/NA
Chromium	95		1.4		mg/Kg	4			6010B	Total/NA
Cobalt	23		0.58		mg/Kg	4			6010B	Total/NA
Copper	37		4.3		mg/Kg	4			6010B	Total/NA
Lead	6.3		1.4		mg/Kg	4			6010B	Total/NA
Nickel	85		1.4		mg/Kg	4			6010B	Total/NA
Selenium	2.1		1.4		mg/Kg	4			6010B	Total/NA
Vanadium	89		1.4		mg/Kg	4			6010B	Total/NA
Zinc	82		4.3		mg/Kg	4			6010B	Total/NA
Barium	4.3		0.50		mg/L	1			6010B	STLC Citrate
Chromium	0.30		0.10		mg/L	1			6010B	STLC Citrate
Cobalt	0.20		0.020		mg/L	1			6010B	STLC Citrate
Lead	0.075		0.050		mg/L	1			6010B	STLC Citrate
Nickel	0.62		0.10		mg/L	1			6010B	STLC Citrate
Vanadium	0.30		0.10		mg/L	1			6010B	STLC Citrate
Zinc	1.3		0.20		mg/L	1			6010B	STLC Citrate
Mercury	0.018		0.016		mg/Kg	1			7471A	Total/NA

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8260B - Volatile Organic Compounds (GC/MS)

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Methyl tert-butyl ether	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Acetone	ND		46		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Benzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Dichlorobromomethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Bromobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Chlorobromomethane	ND		18		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Bromoform	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Bromomethane	ND		9.2		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
2-Butanone (MEK)	ND		46		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
n-Butylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
sec-Butylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
tert-Butylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Carbon disulfide	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Carbon tetrachloride	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Chlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Chloroethane	ND		9.2		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Chloroform	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Chloromethane	ND		9.2		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
2-Chlorotoluene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
4-Chlorotoluene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Chlorodibromomethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,2-Dichlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,3-Dichlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,4-Dichlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,3-Dichloropropane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,1-Dichloropropene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,2-Dibromo-3-Chloropropane	ND		9.2		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Ethylene Dibromide	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Dibromomethane	ND		9.2		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Dichlorodifluoromethane	ND		9.2		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,1-Dichloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,2-Dichloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,1-Dichloroethene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
cis-1,2-Dichloroethene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
trans-1,2-Dichloroethene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,2-Dichloropropane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
cis-1,3-Dichloropropene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
trans-1,3-Dichloropropene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Ethylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Hexachlorobutadiene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
2-Hexanone	ND		46		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Isopropylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
4-Isopropyltoluene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Methylene Chloride	ND		9.2		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
4-Methyl-2-pentanone (MIBK)	ND		46		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Naphthalene	ND		9.2		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
N-Propylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Styrene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,1,1,2-Tetrachloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,1,2,2-Tetrachloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Tetrachloroethene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Toluene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,2,3-Trichlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,2,4-Trichlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,1,1-Trichloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,1,2-Trichloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Trichloroethene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Trichlorofluoromethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,2,3-Trichloropropane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,2,4-Trimethylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
1,3,5-Trimethylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Vinyl acetate	ND		18		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Vinyl chloride	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
Xylenes, Total	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1
2,2-Dichloropropane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:20	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene	102		45 - 131	05/20/19 09:38	05/21/19 10:20	1
1,2-Dichloroethane-d4 (Surr)	126		60 - 140	05/20/19 09:38	05/21/19 10:20	1
Toluene-d8 (Surr)	98		58 - 140	05/20/19 09:38	05/21/19 10:20	1

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Methyl tert-butyl ether	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Acetone	ND		46		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Benzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Dichlorobromomethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Bromobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Chlorobromomethane	ND		19		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Bromoform	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Bromomethane	ND		9.3		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
2-Butanone (MEK)	ND		46		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
n-Butylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
sec-Butylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
tert-Butylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Carbon disulfide	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Carbon tetrachloride	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Chlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Chloroethane	ND		9.3		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Chloroform	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Chloromethane	ND		9.3		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
2-Chlorotoluene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
4-Chlorotoluene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Chlorodibromomethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,2-Dichlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,3-Dichlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,4-Dichlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,3-Dichloropropane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,1-Dichloropropene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,2-Dibromo-3-Chloropropane	ND		9.3		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Ethylene Dibromide	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Dibromomethane	ND		9.3		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Dichlorodifluoromethane	ND		9.3		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,1-Dichloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,2-Dichloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,1-Dichloroethene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
cis-1,2-Dichloroethene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
trans-1,2-Dichloroethene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,2-Dichloropropane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
cis-1,3-Dichloropropene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
trans-1,3-Dichloropropene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Ethylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Hexachlorobutadiene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
2-Hexanone	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Isopropylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
4-Isopropyltoluene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Methylene Chloride	ND		9.3		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
4-Methyl-2-pentanone (MIBK)	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Naphthalene	ND		9.3		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
N-Propylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Styrene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,1,1,2-Tetrachloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,1,2,2-Tetrachloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Tetrachloroethene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Toluene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,2,3-Trichlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,2,4-Trichlorobenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,1,1-Trichloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,1,2-Trichloroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Trichloroethene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Trichlorofluoromethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,2,3-Trichloropropane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,2,4-Trimethylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
1,3,5-Trimethylbenzene	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Vinyl acetate	ND		19		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Vinyl chloride	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
Xylenes, Total	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1
2,2-Dichloropropane	ND		4.6		ug/Kg		05/20/19 09:38	05/21/19 10:50	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene	95		45 - 131	05/20/19 09:38	05/21/19 10:50	1
1,2-Dichloroethane-d4 (Surr)	124		60 - 140	05/20/19 09:38	05/21/19 10:50	1
Toluene-d8 (Surr)	96		58 - 140	05/20/19 09:38	05/21/19 10:50	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8270C SIM - PAHs by GCMS (SIM)

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Acenaphthene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Acenaphthylene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Anthracene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Benzo[a]anthracene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Benzo[a]pyrene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Benzo[b]fluoranthene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Benzo[g,h,i]perylene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Benzo[k]fluoranthene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Chrysene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Dibenz(a,h)anthracene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Fluoranthene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Fluorene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Indeno[1,2,3-cd]pyrene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Naphthalene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Phenanthrene	4.9		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Pyrene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
1-Methylnaphthalene	ND		9.4		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
1-Methylphenanthrene	10		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
2,3,5-Trimethylnaphthalene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
2,6-Dimethylnaphthalene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
2-Methylnaphthalene	ND		9.4		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Benzo[e]pyrene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
Perylene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
1,1'-Biphenyl	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1
3-methylphenanthrene	6.2		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:19	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
2-Fluorobiphenyl	65		33 - 120	05/14/19 20:30	05/21/19 09:19	1
Terphenyl-d14	95		35 - 146	05/14/19 20:30	05/21/19 09:19	1

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Acenaphthene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Acenaphthylene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Anthracene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Benzo[a]anthracene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Benzo[a]pyrene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Benzo[b]fluoranthene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Benzo[g,h,i]perylene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Benzo[k]fluoranthene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Chrysene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Dibenz(a,h)anthracene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Fluoranthene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Fluorene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Indeno[1,2,3-cd]pyrene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Naphthalene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Phenanthrene	4.7		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Pyrene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8270C SIM - PAHs by GCMS (SIM) (Continued)

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1-Methylnaphthalene	ND		9.4		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
1-Methylphenanthrene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
2,3,5-Trimethylnaphthalene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
2,6-Dimethylnaphthalene	18		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
2-Methylnaphthalene	ND		9.4		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Benzo[e]pyrene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Perylene	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
1,1'-Biphenyl	ND		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
3-methylphenanthrene	6.4		4.7		ug/Kg		05/14/19 20:30	05/21/19 09:43	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
2-Fluorobiphenyl	65		33 - 120				05/14/19 20:30	05/21/19 09:43	1
Terphenyl-d14	102		35 - 146				05/14/19 20:30	05/21/19 09:43	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8015B - Diesel Range Organics (DRO) (GC)

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics [C10-C28]	5.1		1.9		mg/Kg		05/14/19 09:17	05/16/19 13:00	1
Motor Oil Range Organics [C24-C36]	ND		49		mg/Kg		05/14/19 09:17	05/16/19 13:00	1
Kerosene Range Organics (C9-C18)	ND		1.9		mg/Kg		05/14/19 09:17	05/16/19 13:00	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
p-Terphenyl	83		40 - 130				05/14/19 09:17	05/16/19 13:00	1

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics [C10-C28]	21		1.9		mg/Kg		05/15/19 18:28	05/17/19 23:18	1
Motor Oil Range Organics [C24-C36]	ND		48		mg/Kg		05/15/19 18:28	05/17/19 23:18	1
Kerosene Range Organics (C9-C18)	8.8		1.9		mg/Kg		05/15/19 18:28	05/17/19 23:18	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
p-Terphenyl	97		40 - 130				05/15/19 18:28	05/17/19 23:18	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8081A - Organochlorine Pesticides (GC)

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Dieldrin	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Endrin aldehyde	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Endrin	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Endrin ketone	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Heptachlor	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Heptachlor epoxide	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
4,4'-DDT	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
4,4'-DDE	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
4,4'-DDD	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Endosulfan I	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Endosulfan II	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
alpha-BHC	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
beta-BHC	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
gamma-BHC (Lindane)	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
delta-BHC	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Endosulfan sulfate	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Methoxychlor	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Toxaphene	ND		7.9		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Chlordane (technical)	ND		7.9		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
cis-Chlordane	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
trans-Chlordane	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Hexachlorobenzene	ND		0.39		ug/Kg		05/17/19 01:00	05/20/19 13:38	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	68		31 - 103				05/17/19 01:00	05/20/19 13:38	1
DCB Decachlorobiphenyl	92		27 - 136				05/17/19 01:00	05/20/19 13:38	1

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Dieldrin	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Endrin aldehyde	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Endrin	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Endrin ketone	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Heptachlor	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Heptachlor epoxide	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
4,4'-DDT	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
4,4'-DDE	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
4,4'-DDD	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Endosulfan I	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Endosulfan II	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
alpha-BHC	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
beta-BHC	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
gamma-BHC (Lindane)	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
delta-BHC	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Endosulfan sulfate	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Methoxychlor	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8081A - Organochlorine Pesticides (GC) (Continued)

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Toxaphene	ND		16		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Chlordane (technical)	ND		16		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
cis-Chlordane	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
trans-Chlordane	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Hexachlorobenzene	ND		0.80		ug/Kg		05/17/19 01:00	05/20/19 13:54	2
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	71		31 - 103				05/17/19 01:00	05/20/19 13:54	2
DCB Decachlorobiphenyl	103		27 - 136				05/17/19 01:00	05/20/19 13:54	2

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		10		ug/Kg		05/17/19 01:05	05/18/19 19:12	1
PCB-1221	ND		10		ug/Kg		05/17/19 01:05	05/18/19 19:12	1
PCB-1232	ND		10		ug/Kg		05/17/19 01:05	05/18/19 19:12	1
PCB-1242	ND		10		ug/Kg		05/17/19 01:05	05/18/19 19:12	1
PCB-1248	ND		10		ug/Kg		05/17/19 01:05	05/18/19 19:12	1
PCB-1254	ND		10		ug/Kg		05/17/19 01:05	05/18/19 19:12	1
PCB-1260	ND		10		ug/Kg		05/17/19 01:05	05/18/19 19:12	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	58		32 - 112	05/17/19 01:05	05/18/19 19:12	1
DCB Decachlorobiphenyl	110		2 - 122	05/17/19 01:05	05/18/19 19:12	1

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		9.9		ug/Kg		05/17/19 01:05	05/18/19 19:29	1
PCB-1221	ND		9.9		ug/Kg		05/17/19 01:05	05/18/19 19:29	1
PCB-1232	ND		9.9		ug/Kg		05/17/19 01:05	05/18/19 19:29	1
PCB-1242	ND		9.9		ug/Kg		05/17/19 01:05	05/18/19 19:29	1
PCB-1248	ND		9.9		ug/Kg		05/17/19 01:05	05/18/19 19:29	1
PCB-1254	ND		9.9		ug/Kg		05/17/19 01:05	05/18/19 19:29	1
PCB-1260	ND		9.9		ug/Kg		05/17/19 01:05	05/18/19 19:29	1

Surrogate	%Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	75		32 - 112	05/17/19 01:05	05/18/19 19:29	1
DCB Decachlorobiphenyl	114		2 - 122	05/17/19 01:05	05/18/19 19:29	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 6010B - Metals (ICP)

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	3.7		1.5		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Arsenic	ND		3.1		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Barium	80		1.5		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Beryllium	0.33		0.31		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Cadmium	ND		0.38		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Chromium	73		1.5		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Cobalt	14		0.62		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Copper	28		4.6		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Lead	5.8		1.5		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Molybdenum	ND		1.5		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Nickel	80		1.5		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Selenium	ND		1.9		mg/Kg		05/16/19 17:18	05/20/19 15:27	5
Silver	ND		0.77		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Thallium	ND		1.5		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Vanadium	70		1.5		mg/Kg		05/16/19 17:18	05/17/19 19:32	4
Zinc	54		4.6		mg/Kg		05/16/19 17:18	05/17/19 19:32	4

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	6.4		1.4		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Arsenic	ND		2.9		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Barium	140		1.4		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Beryllium	0.40		0.29		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Cadmium	ND		0.36		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Chromium	95		1.4		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Cobalt	23		0.58		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Copper	37		4.3		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Lead	6.3		1.4		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Molybdenum	ND		1.4		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Nickel	85		1.4		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Selenium	2.1		1.4		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Silver	ND		0.72		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Thallium	ND		1.4		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Vanadium	89		1.4		mg/Kg		05/16/19 17:18	05/17/19 19:37	4
Zinc	82		4.3		mg/Kg		05/16/19 17:18	05/17/19 19:37	4

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 6010B - Metals (ICP) - STLC Citrate

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:26	1
Arsenic	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:26	1
Barium	3.9		0.50		mg/L		05/20/19 13:47	05/21/19 11:26	1
Beryllium	ND		0.020		mg/L		05/20/19 13:47	05/21/19 11:26	1
Cadmium	ND		0.020		mg/L		05/20/19 13:47	05/21/19 11:26	1
Chromium	0.17		0.10		mg/L		05/20/19 13:47	05/21/19 11:26	1
Cobalt	0.25		0.020		mg/L		05/20/19 13:47	05/21/19 11:26	1
Copper	ND		0.20		mg/L		05/20/19 13:47	05/21/19 11:26	1
Lead	0.054		0.050		mg/L		05/20/19 13:47	05/21/19 11:26	1
Molybdenum	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:26	1
Nickel	0.59		0.10		mg/L		05/20/19 13:47	05/21/19 11:26	1
Selenium	ND		0.20		mg/L		05/20/19 13:47	05/21/19 11:26	1
Silver	ND		0.050		mg/L		05/20/19 13:47	05/21/19 11:26	1
Thallium	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:26	1
Vanadium	0.16		0.10		mg/L		05/20/19 13:47	05/21/19 11:26	1
Zinc	0.87		0.20		mg/L		05/20/19 13:47	05/21/19 11:26	1

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:31	1
Arsenic	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:31	1
Barium	4.3		0.50		mg/L		05/20/19 13:47	05/21/19 11:31	1
Beryllium	ND		0.020		mg/L		05/20/19 13:47	05/21/19 11:31	1
Cadmium	ND		0.020		mg/L		05/20/19 13:47	05/21/19 11:31	1
Chromium	0.30		0.10		mg/L		05/20/19 13:47	05/21/19 11:31	1
Cobalt	0.20		0.020		mg/L		05/20/19 13:47	05/21/19 11:31	1
Copper	ND		0.20		mg/L		05/20/19 13:47	05/21/19 11:31	1
Lead	0.075		0.050		mg/L		05/20/19 13:47	05/21/19 11:31	1
Molybdenum	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:31	1
Nickel	0.62		0.10		mg/L		05/20/19 13:47	05/21/19 11:31	1
Selenium	ND		0.20		mg/L		05/20/19 13:47	05/21/19 11:31	1
Silver	ND		0.050		mg/L		05/20/19 13:47	05/21/19 11:31	1
Thallium	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:31	1
Vanadium	0.30		0.10		mg/L		05/20/19 13:47	05/21/19 11:31	1
Zinc	1.3		0.20		mg/L		05/20/19 13:47	05/21/19 11:31	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 7470A - Mercury (CVAA) - STLC Citrate

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.0020		mg/L		05/20/19 10:35	05/20/19 20:33	1

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.0020		mg/L		05/20/19 10:35	05/20/19 20:35	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 7471A - Mercury (CVAA)

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.053		0.016		mg/Kg		05/17/19 15:02	05/20/19 15:43	1

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	0.018		0.016		mg/Kg		05/17/19 15:02	05/20/19 15:45	1

Client Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

General Chemistry

Client Sample ID: 19-20190-CC-1

Date Collected: 05/10/19 09:00

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-1

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Percent Moisture	8.7		0.1		%			05/14/19 13:48	1

Client Sample ID: 19-20190-CM-2

Date Collected: 05/10/19 10:30

Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6

Matrix: Solid

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Percent Moisture	19.8		0.1		%			05/14/19 13:48	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8260B - Volatile Organic Compounds (GC/MS)

Lab Sample ID: MB 720-266026/4

Matrix: Solid

Analysis Batch: 266026

Client Sample ID: Method Blank

Prep Type: Total/NA

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Methyl tert-butyl ether	ND		5.0		ug/Kg			05/21/19 06:30	1
Acetone	ND		50		ug/Kg			05/21/19 06:30	1
Benzene	ND		5.0		ug/Kg			05/21/19 06:30	1
Dichlorobromomethane	ND		5.0		ug/Kg			05/21/19 06:30	1
Bromobenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
Chlorobromomethane	ND		20		ug/Kg			05/21/19 06:30	1
Bromoform	ND		5.0		ug/Kg			05/21/19 06:30	1
Bromomethane	ND		10		ug/Kg			05/21/19 06:30	1
2-Butanone (MEK)	ND		50		ug/Kg			05/21/19 06:30	1
n-Butylbenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
sec-Butylbenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
tert-Butylbenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
Carbon disulfide	ND		5.0		ug/Kg			05/21/19 06:30	1
Carbon tetrachloride	ND		5.0		ug/Kg			05/21/19 06:30	1
Chlorobenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
Chloroethane	ND		10		ug/Kg			05/21/19 06:30	1
Chloroform	ND		5.0		ug/Kg			05/21/19 06:30	1
Chloromethane	ND		10		ug/Kg			05/21/19 06:30	1
2-Chlorotoluene	ND		5.0		ug/Kg			05/21/19 06:30	1
4-Chlorotoluene	ND		5.0		ug/Kg			05/21/19 06:30	1
Chlorodibromomethane	ND		5.0		ug/Kg			05/21/19 06:30	1
1,2-Dichlorobenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
1,3-Dichlorobenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
1,4-Dichlorobenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
1,3-Dichloropropane	ND		5.0		ug/Kg			05/21/19 06:30	1
1,1-Dichloropropene	ND		5.0		ug/Kg			05/21/19 06:30	1
1,2-Dibromo-3-Chloropropane	ND		10		ug/Kg			05/21/19 06:30	1
Ethylene Dibromide	ND		5.0		ug/Kg			05/21/19 06:30	1
Dibromomethane	ND		10		ug/Kg			05/21/19 06:30	1
Dichlorodifluoromethane	ND		10		ug/Kg			05/21/19 06:30	1
1,1-Dichloroethane	ND		5.0		ug/Kg			05/21/19 06:30	1
1,2-Dichloroethane	ND		5.0		ug/Kg			05/21/19 06:30	1
1,1-Dichloroethene	ND		5.0		ug/Kg			05/21/19 06:30	1
cis-1,2-Dichloroethene	ND		5.0		ug/Kg			05/21/19 06:30	1
trans-1,2-Dichloroethene	ND		5.0		ug/Kg			05/21/19 06:30	1
1,2-Dichloropropane	ND		5.0		ug/Kg			05/21/19 06:30	1
cis-1,3-Dichloropropene	ND		5.0		ug/Kg			05/21/19 06:30	1
trans-1,3-Dichloropropene	ND		5.0		ug/Kg			05/21/19 06:30	1
Ethylbenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
Hexachlorobutadiene	ND		5.0		ug/Kg			05/21/19 06:30	1
2-Hexanone	ND		50		ug/Kg			05/21/19 06:30	1
Isopropylbenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
4-Isopropyltoluene	ND		5.0		ug/Kg			05/21/19 06:30	1
Methylene Chloride	ND		10		ug/Kg			05/21/19 06:30	1
4-Methyl-2-pentanone (MIBK)	ND		50		ug/Kg			05/21/19 06:30	1
Naphthalene	ND		10		ug/Kg			05/21/19 06:30	1
N-Propylbenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
Styrene	ND		5.0		ug/Kg			05/21/19 06:30	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: MB 720-266026/4

Matrix: Solid

Analysis Batch: 266026

Client Sample ID: Method Blank

Prep Type: Total/NA

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,1,1,2-Tetrachloroethane	ND		5.0		ug/Kg			05/21/19 06:30	1
1,1,2,2-Tetrachloroethane	ND		5.0		ug/Kg			05/21/19 06:30	1
Tetrachloroethene	ND		5.0		ug/Kg			05/21/19 06:30	1
Toluene	ND		5.0		ug/Kg			05/21/19 06:30	1
1,2,3-Trichlorobenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
1,2,4-Trichlorobenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
1,1,1-Trichloroethane	ND		5.0		ug/Kg			05/21/19 06:30	1
1,1,2-Trichloroethane	ND		5.0		ug/Kg			05/21/19 06:30	1
Trichloroethene	ND		5.0		ug/Kg			05/21/19 06:30	1
Trichlorofluoromethane	ND		5.0		ug/Kg			05/21/19 06:30	1
1,2,3-Trichloropropane	ND		5.0		ug/Kg			05/21/19 06:30	1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND		5.0		ug/Kg			05/21/19 06:30	1
1,2,4-Trimethylbenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
1,3,5-Trimethylbenzene	ND		5.0		ug/Kg			05/21/19 06:30	1
Vinyl acetate	ND		20		ug/Kg			05/21/19 06:30	1
Vinyl chloride	ND		5.0		ug/Kg			05/21/19 06:30	1
Xylenes, Total	ND		5.0		ug/Kg			05/21/19 06:30	1
2,2-Dichloropropane	ND		5.0		ug/Kg			05/21/19 06:30	1

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene	100		42 - 151		02/31/19 0:50	1
1,1-Dichloroethane-d4 (Surr)	1/9		: 0 - 140		02/31/19 0:50	1
6oluen-e-dT (Surr)	100		2T - 140		02/31/19 0:50	1

Lab Sample ID: LCS 720-266026/5

Matrix: Solid

Analysis Batch: 266026

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Methyl tert-butyl ether	50.0	50.3		ug/Kg		101	70 - 144
Acetone	250	183		ug/Kg		73	30 - 162
Benzene	50.0	46.1		ug/Kg		92	70 - 130
Dichlorobromomethane	50.0	55.5		ug/Kg		111	70 - 140
Bromobenzene	50.0	44.9		ug/Kg		90	70 - 130
Chlorobromomethane	50.0	45.9		ug/Kg		92	70 - 130
Bromoform	50.0	55.8		ug/Kg		112	59 - 158
Bromomethane	50.0	50.1		ug/Kg		100	59 - 132
2-Butanone (MEK)	250	214		ug/Kg		86	59 - 159
n-Butylbenzene	50.0	52.3		ug/Kg		105	70 - 142
sec-Butylbenzene	50.0	49.9		ug/Kg		100	70 - 136
tert-Butylbenzene	50.0	48.7		ug/Kg		97	70 - 130
Carbon disulfide	50.0	41.4		ug/Kg		83	60 - 140
Carbon tetrachloride	50.0	61.4		ug/Kg		123	70 - 142
Chlorobenzene	50.0	47.7		ug/Kg		95	70 - 130
Chloroethane	50.0	48.1		ug/Kg		96	65 - 130
Chloroform	50.0	54.3		ug/Kg		109	77 - 127
Chloromethane	50.0	49.3		ug/Kg		99	55 - 140
2-Chlorotoluene	50.0	47.3		ug/Kg		95	70 - 138

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCS 720-266026/5

Matrix: Solid

Analysis Batch: 266026

Client Sample ID: Lab Control Sample
Prep Type: Total/NA

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
4-Chlorotoluene	50.0	48.0		ug/Kg		96	70 - 136
Chlorodibromomethane	50.0	54.4		ug/Kg		109	70 - 146
1,2-Dichlorobenzene	50.0	45.0		ug/Kg		90	70 - 130
1,3-Dichlorobenzene	50.0	44.8		ug/Kg		90	70 - 131
1,4-Dichlorobenzene	50.0	44.9		ug/Kg		90	70 - 130
1,3-Dichloropropane	50.0	47.7		ug/Kg		95	70 - 140
1,1-Dichloropropene	50.0	50.1		ug/Kg		100	70 - 130
1,2-Dibromo-3-Chloropropane	50.0	49.3		ug/Kg		99	60 - 145
Ethylene Dibromide	50.0	47.1		ug/Kg		94	70 - 140
Dibromomethane	50.0	47.6		ug/Kg		95	70 - 139
Dichlorodifluoromethane	50.0	46.8		ug/Kg		94	37 - 158
1,1-Dichloroethane	50.0	48.9		ug/Kg		98	70 - 130
1,2-Dichloroethane	50.0	59.5		ug/Kg		119	70 - 130
1,1-Dichloroethene	50.0	43.6		ug/Kg		87	74 - 122
cis-1,2-Dichloroethene	50.0	52.6		ug/Kg		105	70 - 138
trans-1,2-Dichloroethene	50.0	44.2		ug/Kg		88	67 - 130
1,2-Dichloropropane	50.0	47.8		ug/Kg		96	73 - 127
cis-1,3-Dichloropropene	50.0	52.6		ug/Kg		105	68 - 147
trans-1,3-Dichloropropene	50.0	54.0		ug/Kg		108	70 - 155
Ethylbenzene	50.0	52.2		ug/Kg		104	80 - 137
Hexachlorobutadiene	50.0	57.7		ug/Kg		115	70 - 132
2-Hexanone	250	211		ug/Kg		85	62 - 158
Isopropylbenzene	50.0	56.0		ug/Kg		112	70 - 130
4-Isopropyltoluene	50.0	52.4		ug/Kg		105	70 - 133
Methylene Chloride	50.0	42.1		ug/Kg		84	70 - 134
4-Methyl-2-pentanone (MIBK)	250	211		ug/Kg		85	60 - 160
Naphthalene	50.0	43.8		ug/Kg		88	60 - 147
N-Propylbenzene	50.0	48.6		ug/Kg		97	70 - 130
Styrene	50.0	50.6		ug/Kg		101	70 - 130
1,1,1,2-Tetrachloroethane	50.0	52.9		ug/Kg		106	70 - 130
1,1,1,2,2-Tetrachloroethane	50.0	46.6		ug/Kg		93	70 - 146
Tetrachloroethene	50.0	52.3		ug/Kg		105	70 - 132
Toluene	50.0	47.7		ug/Kg		95	75 - 120
1,2,3-Trichlorobenzene	50.0	49.5		ug/Kg		99	60 - 140
1,2,4-Trichlorobenzene	50.0	48.2		ug/Kg		96	60 - 140
1,1,1-Trichloroethane	50.0	60.0		ug/Kg		120	70 - 130
1,1,2-Trichloroethane	50.0	46.4		ug/Kg		93	70 - 130
Trichloroethene	50.0	44.0		ug/Kg		88	70 - 133
Trichlorofluoromethane	50.0	59.0		ug/Kg		118	60 - 140
1,2,3-Trichloropropane	50.0	45.4		ug/Kg		91	70 - 146
1,1,2-Trichloro-1,2,2-trifluoroethane	50.0	48.1		ug/Kg		96	60 - 140
1,2,4-Trimethylbenzene	50.0	49.2		ug/Kg		98	70 - 130
1,3,5-Trimethylbenzene	50.0	49.1		ug/Kg		98	70 - 131
Vinyl acetate	50.0	44.5		ug/Kg		89	38 - 176
Vinyl chloride	50.0	53.5		ug/Kg		107	58 - 125
m-Xylene & p-Xylene	50.0	52.8		ug/Kg		106	70 - 146
o-Xylene	50.0	54.6		ug/Kg		109	70 - 140
2,2-Dichloropropane	50.0	59.5		ug/Kg		119	70 - 162

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Surrogate	LCS LCS		Limits
	%Recovery	Qualifier	
4-Bromofluorobenzene	10F		42 - 151
1,1-Dichloroethane-d4 (Surr)	1/0		: 0 - 140
6oluene-dT (Surr)	100		2T - 140

Lab Sample ID: LCSD 720-266026/6

Matrix: Solid

Analysis Batch: 266026

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits		RPD	RPD Limit
Methyl tert-butyl ether	50.0	53.0		ug/Kg		106	70 - 144		5	20
Acetone	250	197		ug/Kg		79	30 - 162		7	30
Benzene	50.0	46.3		ug/Kg		93	70 - 130		0	20
Dichlorobromomethane	50.0	57.0		ug/Kg		114	70 - 140		3	20
Bromobenzene	50.0	45.6		ug/Kg		91	70 - 130		1	20
Chlorobromomethane	50.0	47.4		ug/Kg		95	70 - 130		3	20
Bromoform	50.0	58.6		ug/Kg		117	59 - 158		5	20
Bromomethane	50.0	51.8		ug/Kg		104	59 - 132		3	20
2-Butanone (MEK)	250	242		ug/Kg		97	59 - 159		12	20
n-Butylbenzene	50.0	51.8		ug/Kg		104	70 - 142		1	20
sec-Butylbenzene	50.0	49.7		ug/Kg		99	70 - 136		0	20
tert-Butylbenzene	50.0	48.6		ug/Kg		97	70 - 130		0	20
Carbon disulfide	50.0	41.4		ug/Kg		83	60 - 140		0	20
Carbon tetrachloride	50.0	61.2		ug/Kg		122	70 - 142		0	20
Chlorobenzene	50.0	47.6		ug/Kg		95	70 - 130		0	20
Chloroethane	50.0	49.8		ug/Kg		100	65 - 130		4	20
Chloroform	50.0	54.8		ug/Kg		110	77 - 127		1	20
Chloromethane	50.0	50.0		ug/Kg		100	55 - 140		1	20
2-Chlorotoluene	50.0	47.5		ug/Kg		95	70 - 138		0	20
4-Chlorotoluene	50.0	47.8		ug/Kg		96	70 - 136		0	20
Chlorodibromomethane	50.0	56.8		ug/Kg		114	70 - 146		4	20
1,2-Dichlorobenzene	50.0	45.6		ug/Kg		91	70 - 130		1	20
1,3-Dichlorobenzene	50.0	45.5		ug/Kg		91	70 - 131		2	20
1,4-Dichlorobenzene	50.0	45.3		ug/Kg		91	70 - 130		1	20
1,3-Dichloropropane	50.0	50.5		ug/Kg		101	70 - 140		6	20
1,1-Dichloropropene	50.0	49.7		ug/Kg		99	70 - 130		1	20
1,2-Dibromo-3-Chloropropane	50.0	54.7		ug/Kg		109	60 - 145		10	20
Ethylene Dibromide	50.0	50.0		ug/Kg		100	70 - 140		6	20
Dibromomethane	50.0	49.5		ug/Kg		99	70 - 139		4	20
Dichlorodifluoromethane	50.0	48.9		ug/Kg		98	37 - 158		4	20
1,1-Dichloroethane	50.0	49.3		ug/Kg		99	70 - 130		1	20
1,2-Dichloroethane	50.0	61.3		ug/Kg		123	70 - 130		3	20
1,1-Dichloroethene	50.0	43.6		ug/Kg		87	74 - 122		0	20
cis-1,2-Dichloroethene	50.0	53.0		ug/Kg		106	70 - 138		1	20
trans-1,2-Dichloroethene	50.0	44.8		ug/Kg		90	67 - 130		1	20
1,2-Dichloropropane	50.0	48.2		ug/Kg		96	73 - 127		1	20
cis-1,3-Dichloropropene	50.0	54.0		ug/Kg		108	68 - 147		3	20
trans-1,3-Dichloropropene	50.0	56.1		ug/Kg		112	70 - 155		4	20
Ethylbenzene	50.0	51.2		ug/Kg		102	80 - 137		2	20
Hexachlorobutadiene	50.0	56.4		ug/Kg		113	70 - 132		2	20
2-Hexanone	250	235		ug/Kg		94	62 - 158		10	20
Isopropylbenzene	50.0	55.2		ug/Kg		110	70 - 130		1	20

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCSD 720-266026/6

Matrix: Solid

Analysis Batch: 266026

Client Sample ID: Lab Control Sample Dup

Prep Type: Total/NA

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
4-Isopropyltoluene	50.0	51.7		ug/Kg		103	70 - 133	1	20
Methylene Chloride	50.0	43.1		ug/Kg		86	70 - 134	3	20
4-Methyl-2-pentanone (MIBK)	250	228		ug/Kg		91	60 - 160	8	20
Naphthalene	50.0	47.4		ug/Kg		95	60 - 147	8	20
N-Propylbenzene	50.0	48.4		ug/Kg		97	70 - 130	0	20
Styrene	50.0	50.3		ug/Kg		101	70 - 130	0	20
1,1,1,2-Tetrachloroethane	50.0	53.2		ug/Kg		106	70 - 130	1	20
1,1,2,2-Tetrachloroethane	50.0	50.0		ug/Kg		100	70 - 146	7	20
Tetrachloroethene	50.0	51.9		ug/Kg		104	70 - 132	1	20
Toluene	50.0	46.6		ug/Kg		93	75 - 120	2	20
1,2,3-Trichlorobenzene	50.0	50.6		ug/Kg		101	60 - 140	2	20
1,2,4-Trichlorobenzene	50.0	48.5		ug/Kg		97	60 - 140	1	20
1,1,1-Trichloroethane	50.0	59.9		ug/Kg		120	70 - 130	0	20
1,1,2-Trichloroethane	50.0	48.3		ug/Kg		97	70 - 130	4	20
Trichloroethene	50.0	43.3		ug/Kg		87	70 - 133	2	20
Trichlorofluoromethane	50.0	58.0		ug/Kg		116	60 - 140	2	20
1,2,3-Trichloropropane	50.0	49.4		ug/Kg		99	70 - 146	8	20
1,1,2-Trichloro-1,2,2-trifluoroethane	50.0	48.0		ug/Kg		96	60 - 140	0	20
1,2,4-Trimethylbenzene	50.0	49.5		ug/Kg		99	70 - 130	1	20
1,3,5-Trimethylbenzene	50.0	49.1		ug/Kg		98	70 - 131	0	20
Vinyl acetate	50.0	47.2		ug/Kg		94	38 - 176	6	20
Vinyl chloride	50.0	55.9		ug/Kg		112	58 - 125	5	20
m-Xylene & p-Xylene	50.0	51.8		ug/Kg		104	70 - 146	2	20
o-Xylene	50.0	53.8		ug/Kg		108	70 - 140	2	20
2,2-Dichloropropane	50.0	59.3		ug/Kg		119	70 - 162	0	20

Surrogate	LCSD %Recovery	LCSD Qualifier	Limits
4-Bromofluorobenzene	10F		42 - 151
1,1-Dichloroethane-d4 (Surr)	1/2		: 0 - 140
6oluen-dT (Surr)	101		2T - 140

Method: 8270C SIM - PAHs by GCMS (SIM)

Lab Sample ID: MB 720-265620/1-A

Matrix: Solid

Analysis Batch: 266019

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 265620

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Acenaphthene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Acenaphthylene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Anthracene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Benzo[a]anthracene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Benzo[a]pyrene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Benzo[b]fluoranthene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Benzo[g,h,i]perylene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Benzo[k]fluoranthene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Chrysene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Dibenz(a,h)anthracene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8270C SIM - PAHs by GCMS (SIM) (Continued)

Lab Sample ID: MB 720-265620/1-A

Matrix: Solid

Analysis Batch: 266019

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 265620

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Fluoranthene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Fluorene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Indeno[1,2,3-cd]pyrene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Naphthalene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Phenanthrene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Pyrene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
1-Methylnaphthalene	ND		10		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
1-Methylphenanthrene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
2,3,5-Trimethylnaphthalene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
2,6-Dimethylnaphthalene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
2-Methylnaphthalene	ND		10		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Benzo[e]pyrene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Perylene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
1,1'-Biphenyl	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
3-methylphenanthrene	ND		5.0		ug/Kg		05/14/19 16:15	05/20/19 23:09	1
Surrogate	MB %Recovery	MB Qualifier	Limits				Prepared	Analyzed	Dil Fac
/-pluorobiyhen7l	T2		55 - 1/0				023/43/9 1: 8/2	023/03/9 / 5809	1
6eryhen7l-d14	95		52 - 14:				023/43/9 1: 8/2	023/03/9 / 5809	1

Lab Sample ID: LCS 720-265620/2-A

Matrix: Solid

Analysis Batch: 266019

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 265620

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Acenaphthene	667	533		ug/Kg		80	37 - 106
Acenaphthylene	667	538		ug/Kg		81	38 - 102
Anthracene	667	575		ug/Kg		86	43 - 103
Benzo[a]anthracene	667	616		ug/Kg		92	49 - 117
Benzo[a]pyrene	667	606		ug/Kg		91	49 - 118
Benzo[b]fluoranthene	667	595		ug/Kg		89	50 - 115
Benzo[g,h,i]perylene	667	615		ug/Kg		92	39 - 122
Benzo[k]fluoranthene	667	611		ug/Kg		92	45 - 115
Chrysene	667	593		ug/Kg		89	39 - 123
Dibenz(a,h)anthracene	667	607		ug/Kg		91	43 - 121
Fluoranthene	667	600		ug/Kg		90	47 - 109
Fluorene	667	559		ug/Kg		84	40 - 106
Indeno[1,2,3-cd]pyrene	667	606		ug/Kg		91	43 - 120
Naphthalene	667	506		ug/Kg		76	35 - 110
Phenanthrene	667	572		ug/Kg		86	42 - 110
Pyrene	667	633		ug/Kg		95	45 - 120
1-Methylnaphthalene	1330	1070		ug/Kg		80	38 - 110
1-Methylphenanthrene	667	600		ug/Kg		90	55 - 110
2,3,5-Trimethylnaphthalene	667	573		ug/Kg		86	53 - 109
2,6-Dimethylnaphthalene	667	549		ug/Kg		82	45 - 110
2-Methylnaphthalene	1330	1050		ug/Kg		79	38 - 110
Benzo[e]pyrene	667	627		ug/Kg		94	47 - 134
Perylene	667	636		ug/Kg		95	44 - 133

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8270C SIM - PAHs by GCMS (SIM) (Continued)

Lab Sample ID: LCS 720-265620/2-A

Matrix: Solid

Analysis Batch: 266019

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 265620

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
1,1'-Biphenyl	667	536		ug/Kg		80	45 - 110
3-methylphenanthrene	667	595		ug/Kg		89	57 - 107

Surrogate	LCS %Recovery	LCS Qualifier	Limits
/-fluorobiphenyl	70		55 - 110
6eryhen7l-d14	90		52 - 14:

Method: 8015B - Diesel Range Organics (DRO) (GC)

Lab Sample ID: MB 720-265570/1-A

Matrix: Solid

Analysis Batch: 265739

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 265570

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics [C10-C28]	ND		2.0		mg/Kg		05/14/19 09:17	05/16/19 11:59	1
Motor Oil Range Organics [C24-C36]	ND		50		mg/Kg		05/14/19 09:17	05/16/19 11:59	1
Kerosene Range Organics (C9-C18)	ND		2.0		mg/Kg		05/14/19 09:17	05/16/19 11:59	1

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
y-6eryhen7l	95		40 - 150	02314319 0981F	0231: 319 11829	1

Lab Sample ID: LCS 720-265570/2-A

Matrix: Solid

Analysis Batch: 265739

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 265570

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Diesel Range Organics [C10-C28]	167	144		mg/Kg		86	50 - 150

Surrogate	LCS %Recovery	LCS Qualifier	Limits
y-6eryhen7l	92		40 - 150

Lab Sample ID: 720-92979-1 MS

Matrix: Solid

Analysis Batch: 265739

Client Sample ID: 19-20190-CC-1

Prep Type: Total/NA

Prep Batch: 265570

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec. Limits
Diesel Range Organics [C10-C28]	5.1		162	164		mg/Kg		98	50 - 150

Surrogate	MS %Recovery	MS Qualifier	Limits
y-6eryhen7l	9/		40 - 150

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8015B - Diesel Range Organics (DRO) (GC) (Continued)

Lab Sample ID: 720-92979-1 MSD

Matrix: Solid

Analysis Batch: 265739

Client Sample ID: 19-20190-CC-1

Prep Type: Total/NA

Prep Batch: 265570

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Diesel Range Organics [C10-C28]	5.1		158	139		mg/Kg		84	50 - 150	17	30
Surrogate	%Recovery	MSD Qualifier	MSD Limits								
y-6eryhen7l	T4		40 - 150								

Lab Sample ID: MB 720-265714/1-A

Matrix: Solid

Analysis Batch: 265838

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 265714

Print Date: 2007-05-17									
	MB	MB							
Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diesel Range Organics [C10-C28]	ND		2.0		mg/Kg		05/15/19 18:28	05/17/19 22:20	1
Motor Oil Range Organics [C24-C36]	ND		50		mg/Kg		05/15/19 18:28	05/17/19 22:20	1
Kerosene Range Organics (C9-C18)	ND		2.0		mg/Kg		05/15/19 18:28	05/17/19 22:20	1
	MB	MB							
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
y-6eryhen7l	10/		40 - 150				02312319 178 T	0231F319 // 8 0	1

Lab Sample ID: LCS 720-265714/2-A

Matrix: Solid

Analysis Batch: 265838

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 265714

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Diesel Range Organics [C10-C28]	167	166		mg/Kg		100	50 - 150
Surrogate	%Recovery	LCS Qualifier	LCS Limits				
y-6eryhen7l	1/ /		40 - 150				

Method: 8081A - Organochlorine Pesticides (GC)

Lab Sample ID: MB 720-265710/1-A

Matrix: Solid

Analysis Batch: 265924

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 265710

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Dieldrin	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Endrin aldehyde	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Endrin	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Endrin ketone	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Heptachlor	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Heptachlor epoxide	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
4,4'-DDT	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
4,4'-DDE	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
4,4'-DDD	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Endosulfan I	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Endosulfan II	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8081A - Organochlorine Pesticides (GC) (Continued)

Lab Sample ID: MB 720-265710/1-A

Matrix: Solid

Analysis Batch: 265924

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 265710

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
alpha-BHC	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
beta-BHC	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
gamma-BHC (Lindane)	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
delta-BHC	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Endosulfan sulfate	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Methoxychlor	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Toxaphene	ND		8.0		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Chlordane (technical)	ND		8.0		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
cis-Chlordane	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
trans-Chlordane	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1
Hexachlorobenzene	ND		0.40		ug/Kg		05/17/19 01:00	05/18/19 22:51	1

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
6etrachloro-m-x7lene	45		51 - 105	0231F319 01:00	0231T319 // 01	1
DCB Decachlorobiyhen7l	T/		/ F - 15:	0231F319 01:00	0231T319 // 01	1

Lab Sample ID: LCS 720-265710/2-A

Matrix: Solid

Analysis Batch: 265924

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 265710

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Aldrin	3.33	2.29		ug/Kg		69	54 - 120
Dieldrin	3.33	2.85		ug/Kg		86	59 - 120
Endrin aldehyde	3.33	3.13		ug/Kg		94	40 - 120
Endrin	3.33	2.99		ug/Kg		90	53 - 120
Endrin ketone	3.33	3.17		ug/Kg		95	40 - 120
Heptachlor	3.33	2.20		ug/Kg		66	54 - 120
Heptachlor epoxide	3.33	2.77		ug/Kg		83	40 - 120
4,4'-DDT	3.33	3.01		ug/Kg		90	51 - 120
4,4'-DDE	3.33	2.91		ug/Kg		87	40 - 120
4,4'-DDD	3.33	3.08		ug/Kg		92	40 - 120
Endosulfan I	3.33	2.85		ug/Kg		86	40 - 120
Endosulfan II	3.33	3.06		ug/Kg		92	40 - 120
alpha-BHC	3.33	2.16		ug/Kg		65	40 - 120
beta-BHC	3.33	3.12		ug/Kg		94	40 - 120
gamma-BHC (Lindane)	3.33	2.39		ug/Kg		72	58 - 120
delta-BHC	3.33	2.67		ug/Kg		80	40 - 120
Endosulfan sulfate	3.33	3.19		ug/Kg		96	40 - 120
Methoxychlor	3.33	3.35		ug/Kg		100	40 - 120
cis-Chlordane	3.33	2.85		ug/Kg		85	40 - 120
trans-Chlordane	3.33	2.81		ug/Kg		84	40 - 120
Hexachlorobenzene	3.33	1.87		ug/Kg		56	

Surrogate	LCS %Recovery	LCS Qualifier	Limits
6etrachloro-m-x7lene	29		51 - 105
DCB Decachlorobiyhen7l	99		/ F - 15:

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Lab Sample ID: MB 720-265711/1-A

Matrix: Solid

Analysis Batch: 265917

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 265711

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		10		ug/Kg		05/17/19 01:05	05/18/19 17:30	1
PCB-1221	ND		10		ug/Kg		05/17/19 01:05	05/18/19 17:30	1
PCB-1232	ND		10		ug/Kg		05/17/19 01:05	05/18/19 17:30	1
PCB-1242	ND		10		ug/Kg		05/17/19 01:05	05/18/19 17:30	1
PCB-1248	ND		10		ug/Kg		05/17/19 01:05	05/18/19 17:30	1
PCB-1254	ND		10		ug/Kg		05/17/19 01:05	05/18/19 17:30	1
PCB-1260	ND		10		ug/Kg		05/17/19 01:05	05/18/19 17:30	1

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
6etrachloro-m-x7lene	59		5/ - 11/	0231F319 01802	0231T319 1F800	1
DCB Decachlorobiyhen7l	9/		/ - 1/ /	0231F319 01802	0231T319 1F800	1

Lab Sample ID: LCS 720-265711/2-A

Matrix: Solid

Analysis Batch: 265917

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 265711

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
PCB-1016	26.7	18.6		ug/Kg		70	55 - 112
PCB-1260	26.7	26.3		ug/Kg		99	65 - 120

Surrogate	LCS %Recovery	LCS Qualifier	Limits
6etrachloro-m-x7lene	24		5/ - 11/
DCB Decachlorobiyhen7l	9T		/ - 1/ /

Method: 6010B - Metals (ICP)

Lab Sample ID: MB 720-265808/1-A

Matrix: Solid

Analysis Batch: 265947

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 265808

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		2.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Arsenic	ND		4.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Barium	ND		2.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Beryllium	ND		0.40		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Cadmium	ND		0.50		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Chromium	ND		2.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Cobalt	ND		0.80		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Copper	ND		6.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Lead	ND		2.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Molybdenum	ND		2.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Nickel	ND		2.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Selenium	ND		2.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Silver	ND		1.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Thallium	ND		2.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Vanadium	ND		2.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4
Zinc	ND		6.0		mg/Kg		05/16/19 17:18	05/17/19 18:33	4

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 6010B - Metals (ICP) (Continued)

Lab Sample ID: LCS 720-265808/2-A

Matrix: Solid

Analysis Batch: 265978

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 265808

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Antimony	50.0	48.3		mg/Kg		97	80 - 120
Arsenic	50.0	48.8		mg/Kg		98	80 - 120
Barium	50.0	49.8		mg/Kg		100	80 - 120
Beryllium	50.0	50.2		mg/Kg		100	80 - 120
Cadmium	50.0	48.4		mg/Kg		97	80 - 120
Chromium	50.0	49.7		mg/Kg		99	80 - 120
Cobalt	50.0	49.5		mg/Kg		99	80 - 120
Copper	50.0	49.9		mg/Kg		100	80 - 120
Lead	50.0	49.4		mg/Kg		99	80 - 120
Molybdenum	50.0	49.8		mg/Kg		100	80 - 120
Nickel	50.0	49.4		mg/Kg		99	80 - 120
Selenium	50.0	47.5		mg/Kg		95	80 - 120
Silver	25.0	24.6		mg/Kg		98	80 - 120
Thallium	50.0	50.2		mg/Kg		100	80 - 120
Vanadium	50.0	49.4		mg/Kg		99	80 - 120
Zinc	50.0	48.4		mg/Kg		97	80 - 120

Lab Sample ID: MB 720-265986/1-A

Matrix: Solid

Analysis Batch: 266076

Client Sample ID: Method Blank

Prep Type: Total Recoverable

Prep Batch: 265986

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		0.010		mg/L		05/20/19 13:47	05/21/19 10:52	1
Arsenic	ND		0.010		mg/L		05/20/19 13:47	05/21/19 10:52	1
Barium	ND		0.050		mg/L		05/20/19 13:47	05/21/19 10:52	1
Beryllium	ND		0.0020		mg/L		05/20/19 13:47	05/21/19 10:52	1
Cadmium	ND		0.0020		mg/L		05/20/19 13:47	05/21/19 10:52	1
Chromium	ND		0.010		mg/L		05/20/19 13:47	05/21/19 10:52	1
Cobalt	ND		0.0020		mg/L		05/20/19 13:47	05/21/19 10:52	1
Copper	ND		0.020		mg/L		05/20/19 13:47	05/21/19 10:52	1
Lead	ND		0.0050		mg/L		05/20/19 13:47	05/21/19 10:52	1
Molybdenum	ND		0.010		mg/L		05/20/19 13:47	05/21/19 10:52	1
Nickel	ND		0.010		mg/L		05/20/19 13:47	05/21/19 10:52	1
Selenium	ND		0.020		mg/L		05/20/19 13:47	05/21/19 10:52	1
Silver	ND		0.0050		mg/L		05/20/19 13:47	05/21/19 10:52	1
Thallium	ND		0.010		mg/L		05/20/19 13:47	05/21/19 10:52	1
Vanadium	ND		0.010		mg/L		05/20/19 13:47	05/21/19 10:52	1
Zinc	ND		0.020		mg/L		05/20/19 13:47	05/21/19 10:52	1

Lab Sample ID: LB4 720-265664/1-D

Matrix: Solid

Analysis Batch: 266076

Client Sample ID: Method Blank

Prep Type: STLC Citrate

Prep Batch: 265986

Analyte	LB4 Result	LB4 Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Antimony	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:02	1
Arsenic	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:02	1
Barium	ND		0.50		mg/L		05/20/19 13:47	05/21/19 11:02	1
Beryllium	ND		0.020		mg/L		05/20/19 13:47	05/21/19 11:02	1
Cadmium	ND		0.020		mg/L		05/20/19 13:47	05/21/19 11:02	1

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 6010B - Metals (ICP) (Continued)

Lab Sample ID: LB4 720-265664/1-D

Matrix: Solid

Analysis Batch: 266076

Client Sample ID: Method Blank

Prep Type: STLC Citrate

Prep Batch: 265986

Analyte	LB4 Result	LB4 Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Chromium	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:02	1
Cobalt	ND		0.020		mg/L		05/20/19 13:47	05/21/19 11:02	1
Copper	ND		0.20		mg/L		05/20/19 13:47	05/21/19 11:02	1
Lead	ND		0.050		mg/L		05/20/19 13:47	05/21/19 11:02	1
Molybdenum	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:02	1
Nickel	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:02	1
Selenium	ND		0.20		mg/L		05/20/19 13:47	05/21/19 11:02	1
Silver	ND		0.050		mg/L		05/20/19 13:47	05/21/19 11:02	1
Thallium	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:02	1
Vanadium	ND		0.10		mg/L		05/20/19 13:47	05/21/19 11:02	1
Zinc	ND		0.20		mg/L		05/20/19 13:47	05/21/19 11:02	1

Lab Sample ID: 720-92979-1 MS

Matrix: Solid

Analysis Batch: 266076

Client Sample ID: 19-20190-CC-1

Prep Type: STLC Citrate

Prep Batch: 265986

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec. Limits
Antimony	ND		10.0	9.13		mg/L		91	75 - 125
Arsenic	ND		10.0	8.92		mg/L		89	75 - 125
Barium	3.9		10.0	13.0		mg/L		90	75 - 125
Beryllium	ND		10.0	9.09		mg/L		91	75 - 125
Cadmium	ND		10.0	8.87		mg/L		89	75 - 125
Chromium	0.17		10.0	8.95		mg/L		88	75 - 125
Cobalt	0.25		10.0	8.48		mg/L		82	75 - 125
Copper	ND		10.0	8.09		mg/L		80	75 - 125
Lead	0.054		10.0	8.47		mg/L		84	75 - 125
Molybdenum	ND		10.0	8.47		mg/L		85	75 - 125
Nickel	0.59		10.0	9.30		mg/L		87	75 - 125
Selenium	ND		10.0	9.14		mg/L		91	75 - 125
Silver	ND		5.00	4.69		mg/L		94	75 - 125
Thallium	ND		10.0	7.93		mg/L		79	75 - 125
Vanadium	0.16		10.0	9.23		mg/L		91	75 - 125
Zinc	0.87		10.0	9.92		mg/L		91	75 - 125

Lab Sample ID: 720-92979-1 MSD

Matrix: Solid

Analysis Batch: 266076

Client Sample ID: 19-20190-CC-1

Prep Type: STLC Citrate

Prep Batch: 265986

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Antimony	ND		10.0	9.58		mg/L		96	75 - 125	5	20
Arsenic	ND		10.0	9.28		mg/L		93	75 - 125	4	20
Barium	3.9		10.0	13.3		mg/L		94	75 - 125	3	20
Beryllium	ND		10.0	9.53		mg/L		95	75 - 125	5	20
Cadmium	ND		10.0	9.26		mg/L		93	75 - 125	4	20
Chromium	0.17		10.0	9.13		mg/L		90	75 - 125	2	20
Cobalt	0.25		10.0	8.75		mg/L		85	75 - 125	3	20
Copper	ND		10.0	8.14		mg/L		80	75 - 125	1	20
Lead	0.054		10.0	8.79		mg/L		87	75 - 125	4	20
Molybdenum	ND		10.0	8.74		mg/L		87	75 - 125	3	20

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 6010B - Metals (ICP) (Continued)

Lab Sample ID: 720-92979-1 MSD

Matrix: Solid

Analysis Batch: 266076

Client Sample ID: 19-20190-CC-1

Prep Type: STLC Citrate

Prep Batch: 265986

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Nickel	0.59		10.0	9.64		mg/L		90	75 - 125	4	20
Selenium	ND		10.0	9.60		mg/L		96	75 - 125	5	20
Silver	ND		5.00	4.17		mg/L		83	75 - 125	12	20
Thallium	ND		10.0	8.25		mg/L		82	75 - 125	4	20
Vanadium	0.16		10.0	9.48		mg/L		93	75 - 125	3	20
Zinc	0.87		10.0	10.3		mg/L		95	75 - 125	4	20

Method: 7470A - Mercury (CVAA)

Lab Sample ID: MB 720-265961/1-A

Matrix: Solid

Analysis Batch: 266054

Client Sample ID: Method Blank

Prep Type: Total/NA

Prep Batch: 265961

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.00020		mg/L		05/20/19 10:35	05/20/19 20:22	1

Lab Sample ID: LCS 720-265961/2-A

Matrix: Solid

Analysis Batch: 266054

Client Sample ID: Lab Control Sample

Prep Type: Total/NA

Prep Batch: 265961

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Mercury	0.0100	0.00923		mg/L		92	85 - 115

Lab Sample ID: LB4 720-265664/1-B

Matrix: Solid

Analysis Batch: 266054

Client Sample ID: Method Blank

Prep Type: STLC Citrate

Prep Batch: 265961

Analyte	LB4 Result	LB4 Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.0020		mg/L		05/20/19 10:35	05/20/19 20:26	1

Lab Sample ID: 720-92979-1 MS

Matrix: Solid

Analysis Batch: 266054

Client Sample ID: 19-20190-CC-1

Prep Type: STLC Citrate

Prep Batch: 265961

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec. Limits
Mercury	ND		0.100	0.0985		mg/L		99	75 - 125

Lab Sample ID: 720-92979-1 MSD

Matrix: Solid

Analysis Batch: 266054

Client Sample ID: 19-20190-CC-1

Prep Type: STLC Citrate

Prep Batch: 265961

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Mercury	ND		0.100	0.0969		mg/L		97	75 - 125	2	20

QC Sample Results

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method: 7471A - Mercury (CVAA)

Lab Sample ID: MB 720-265873/1-A
Matrix: Solid
Analysis Batch: 265987

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 265873

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.017		mg/Kg		05/17/19 15:02	05/20/19 12:23	1

Lab Sample ID: LCS 720-265873/2-A
Matrix: Solid
Analysis Batch: 265987

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 265873

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Mercury	0.833	0.758		mg/Kg		91	80 - 120

QC Association Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

GC/MS VOA

Prep Batch: 265959

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	5030B	
720-92979-6	19-20190-CM-2	Total/NA	Solid	5030B	

Analysis Batch: 266026

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	8260B	265959
720-92979-6	19-20190-CM-2	Total/NA	Solid	8260B	265959
MB 720-266026/4	Method Blank	Total/NA	Solid	8260B	
LCS 720-266026/5	Lab Control Sample	Total/NA	Solid	8260B	
LCS 720-266026/6	Lab Control Sample Dup	Total/NA	Solid	8260B	

GC/MS Semi VOA

Prep Batch: 265620

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	3546	
720-92979-6	19-20190-CM-2	Total/NA	Solid	3546	
MB 720-265620/1-A	Method Blank	Total/NA	Solid	3546	
LCS 720-265620/2-A	Lab Control Sample	Total/NA	Solid	3546	

Analysis Batch: 266019

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	8270C SIM	265620
720-92979-6	19-20190-CM-2	Total/NA	Solid	8270C SIM	265620
MB 720-265620/1-A	Method Blank	Total/NA	Solid	8270C SIM	265620
LCS 720-265620/2-A	Lab Control Sample	Total/NA	Solid	8270C SIM	265620

GC Semi VOA

Prep Batch: 265570

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	3546	
MB 720-265570/1-A	Method Blank	Total/NA	Solid	3546	
LCS 720-265570/2-A	Lab Control Sample	Total/NA	Solid	3546	
720-92979-1 MS	19-20190-CC-1	Total/NA	Solid	3546	
720-92979-1 MSD	19-20190-CC-1	Total/NA	Solid	3546	

Prep Batch: 265710

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	3550B	
720-92979-6	19-20190-CM-2	Total/NA	Solid	3550B	
MB 720-265710/1-A	Method Blank	Total/NA	Solid	3550B	
LCS 720-265710/2-A	Lab Control Sample	Total/NA	Solid	3550B	

Prep Batch: 265711

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	3550B	
720-92979-6	19-20190-CM-2	Total/NA	Solid	3550B	
MB 720-265711/1-A	Method Blank	Total/NA	Solid	3550B	
LCS 720-265711/2-A	Lab Control Sample	Total/NA	Solid	3550B	

QC Association Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

GC Semi VOA

Prep Batch: 265714

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-6	19-20190-CM-2	Total/NA	Solid	3546	
MB 720-265714/1-A	Method Blank	Total/NA	Solid	3546	
LCS 720-265714/2-A	Lab Control Sample	Total/NA	Solid	3546	

Analysis Batch: 265739

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	8015B	265570
MB 720-265570/1-A	Method Blank	Total/NA	Solid	8015B	265570
LCS 720-265570/2-A	Lab Control Sample	Total/NA	Solid	8015B	265570
720-92979-1 MS	19-20190-CC-1	Total/NA	Solid	8015B	265570
720-92979-1 MSD	19-20190-CC-1	Total/NA	Solid	8015B	265570

Analysis Batch: 265838

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-6	19-20190-CM-2	Total/NA	Solid	8015B	265714
MB 720-265714/1-A	Method Blank	Total/NA	Solid	8015B	265714
LCS 720-265714/2-A	Lab Control Sample	Total/NA	Solid	8015B	265714

Analysis Batch: 265917

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	8082	265711
720-92979-6	19-20190-CM-2	Total/NA	Solid	8082	265711
MB 720-265711/1-A	Method Blank	Total/NA	Solid	8082	265711
LCS 720-265711/2-A	Lab Control Sample	Total/NA	Solid	8082	265711

Analysis Batch: 265924

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 720-265710/1-A	Method Blank	Total/NA	Solid	8081A	265710
LCS 720-265710/2-A	Lab Control Sample	Total/NA	Solid	8081A	265710

Analysis Batch: 265949

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	8081A	265710
720-92979-6	19-20190-CM-2	Total/NA	Solid	8081A	265710

Metals

Leach Batch: 265664

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	STLC Citrate	Solid	CA WET Citrate	
720-92979-6	19-20190-CM-2	STLC Citrate	Solid	CA WET Citrate	
LB4 720-265664/1-B	Method Blank	STLC Citrate	Solid	CA WET Citrate	
LB4 720-265664/1-D	Method Blank	STLC Citrate	Solid	CA WET Citrate	
720-92979-1 MS	19-20190-CC-1	STLC Citrate	Solid	CA WET Citrate	
720-92979-1 MSD	19-20190-CC-1	STLC Citrate	Solid	CA WET Citrate	

Prep Batch: 265808

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	3050B	
720-92979-6	19-20190-CM-2	Total/NA	Solid	3050B	
MB 720-265808/1-A	Method Blank	Total/NA	Solid	3050B	

QC Association Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Metals (Continued)

Prep Batch: 265808 (Continued)

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
LCS 720-265808/2-A	Lab Control Sample	Total/NA	Solid	3050B	

Prep Batch: 265873

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	7471A	
720-92979-6	19-20190-CM-2	Total/NA	Solid	7471A	
MB 720-265873/1-A	Method Blank	Total/NA	Solid	7471A	
LCS 720-265873/2-A	Lab Control Sample	Total/NA	Solid	7471A	

Analysis Batch: 265947

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	6010B	265808
720-92979-6	19-20190-CM-2	Total/NA	Solid	6010B	265808
MB 720-265808/1-A	Method Blank	Total/NA	Solid	6010B	265808

Prep Batch: 265961

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	STLC Citrate	Solid	7470A	265664
720-92979-6	19-20190-CM-2	STLC Citrate	Solid	7470A	265664
LB4 720-265664/1-B	Method Blank	STLC Citrate	Solid	7470A	265664
MB 720-265961/1-A	Method Blank	Total/NA	Solid	7470A	
LCS 720-265961/2-A	Lab Control Sample	Total/NA	Solid	7470A	
720-92979-1 MS	19-20190-CC-1	STLC Citrate	Solid	7470A	265664
720-92979-1 MSD	19-20190-CC-1	STLC Citrate	Solid	7470A	265664

Analysis Batch: 265978

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
LCS 720-265808/2-A	Lab Control Sample	Total/NA	Solid	6010B	265808

Prep Batch: 265986

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	STLC Citrate	Solid	3005A	265664
720-92979-6	19-20190-CM-2	STLC Citrate	Solid	3005A	265664
LB4 720-265664/1-D	Method Blank	STLC Citrate	Solid	3005A	265664
MB 720-265986/1-A	Method Blank	Total Recoverable	Solid	3005A	
720-92979-1 MS	19-20190-CC-1	STLC Citrate	Solid	3005A	265664
720-92979-1 MSD	19-20190-CC-1	STLC Citrate	Solid	3005A	265664

Analysis Batch: 265987

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 720-265873/1-A	Method Blank	Total/NA	Solid	7471A	265873
LCS 720-265873/2-A	Lab Control Sample	Total/NA	Solid	7471A	265873

Analysis Batch: 266002

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	6010B	265808

Analysis Batch: 266005

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	7471A	265873
720-92979-6	19-20190-CM-2	Total/NA	Solid	7471A	265873

QC Association Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Metals

Analysis Batch: 266054

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	STLC Citrate	Solid	7470A	265961
720-92979-6	19-20190-CM-2	STLC Citrate	Solid	7470A	265961
LB4 720-265664/1-B	Method Blank	STLC Citrate	Solid	7470A	265961
MB 720-265961/1-A	Method Blank	Total/NA	Solid	7470A	265961
LCS 720-265961/2-A	Lab Control Sample	Total/NA	Solid	7470A	265961
720-92979-1 MS	19-20190-CC-1	STLC Citrate	Solid	7470A	265961
720-92979-1 MSD	19-20190-CC-1	STLC Citrate	Solid	7470A	265961

Analysis Batch: 266076

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	STLC Citrate	Solid	6010B	265986
720-92979-6	19-20190-CM-2	STLC Citrate	Solid	6010B	265986
LB4 720-265664/1-D	Method Blank	STLC Citrate	Solid	6010B	265986
MB 720-265986/1-A	Method Blank	Total Recoverable	Solid	6010B	265986
720-92979-1 MS	19-20190-CC-1	STLC Citrate	Solid	6010B	265986
720-92979-1 MSD	19-20190-CC-1	STLC Citrate	Solid	6010B	265986

General Chemistry

Analysis Batch: 265600

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
720-92979-1	19-20190-CC-1	Total/NA	Solid	Moisture	
720-92979-6	19-20190-CM-2	Total/NA	Solid	Moisture	

Lab Chronicle

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Client Sample ID: 19-20190-CC-1

Lab Sample ID: 720-92979-1

Date Collected: 05/10/19 09:00

Matrix: Solid

Date Received: 05/13/19 13:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	5030B			265959	05/20/19 09:38	DAID	TAL PLS
Total/NA	Analysis	8260B		1	266026	05/21/19 10:20	AJS	TAL PLS
Total/NA	Prep	3546			265620	05/14/19 20:30	BMT	TAL PLS
Total/NA	Analysis	8270C SIM		1	266019	05/21/19 09:19	LPL	TAL PLS
Total/NA	Prep	3546			265570	05/14/19 09:17	BMT	TAL PLS
Total/NA	Analysis	8015B		1	265739	05/16/19 13:00	JXL	TAL PLS
Total/NA	Prep	3550B			265710	05/17/19 01:00	NDU	TAL PLS
Total/NA	Analysis	8081A		1	265949	05/20/19 13:38	JZT	TAL PLS
Total/NA	Prep	3550B			265711	05/17/19 01:05	NDU	TAL PLS
Total/NA	Analysis	8082		1	265917	05/18/19 19:12	DCH	TAL PLS
STLC Citrate	Leach	CA WET Citrate			265664	05/15/19 14:06	SUN	TAL PLS
STLC Citrate	Prep	3005A			265986	05/20/19 13:47	GLL	TAL PLS
STLC Citrate	Analysis	6010B		1	266076	05/21/19 11:26	OBI	TAL PLS
Total/NA	Prep	3050B			265808	05/16/19 17:18	SUN	TAL PLS
Total/NA	Analysis	6010B		4	265947	05/17/19 19:32	MAG	TAL PLS
Total/NA	Prep	3050B			265808	05/16/19 17:18	SUN	TAL PLS
Total/NA	Analysis	6010B		5	266002	05/20/19 15:27	OBI	TAL PLS
STLC Citrate	Leach	CA WET Citrate			265664	05/15/19 14:06	SUN	TAL PLS
STLC Citrate	Prep	7470A			265961	05/20/19 10:35	SUN	TAL PLS
STLC Citrate	Analysis	7470A		1	266054	05/20/19 20:33	MAG	TAL PLS
Total/NA	Prep	7471A			265873	05/17/19 15:02	MAG	TAL PLS
Total/NA	Analysis	7471A		1	266005	05/20/19 15:43	MAG	TAL PLS
Total/NA	Analysis	Moisture		1	265600	05/14/19 13:48	TNL	TAL PLS

Client Sample ID: 19-20190-CM-2

Lab Sample ID: 720-92979-6

Date Collected: 05/10/19 10:30

Matrix: Solid

Date Received: 05/13/19 13:00

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	5030B			265959	05/20/19 09:38	DAID	TAL PLS
Total/NA	Analysis	8260B		1	266026	05/21/19 10:50	AJS	TAL PLS
Total/NA	Prep	3546			265620	05/14/19 20:30	BMT	TAL PLS
Total/NA	Analysis	8270C SIM		1	266019	05/21/19 09:43	LPL	TAL PLS
Total/NA	Prep	3546			265714	05/15/19 18:28	CTD	TAL PLS
Total/NA	Analysis	8015B		1	265838	05/17/19 23:18	JXL	TAL PLS
Total/NA	Prep	3550B			265710	05/17/19 01:00	NDU	TAL PLS
Total/NA	Analysis	8081A		2	265949	05/20/19 13:54	JZT	TAL PLS
Total/NA	Prep	3550B			265711	05/17/19 01:05	NDU	TAL PLS
Total/NA	Analysis	8082		1	265917	05/18/19 19:29	DCH	TAL PLS
STLC Citrate	Leach	CA WET Citrate			265664	05/15/19 14:06	SUN	TAL PLS
STLC Citrate	Prep	3005A			265986	05/20/19 13:47	GLL	TAL PLS
STLC Citrate	Analysis	6010B		1	266076	05/21/19 11:31	OBI	TAL PLS
Total/NA	Prep	3050B			265808	05/16/19 17:18	SUN	TAL PLS
Total/NA	Analysis	6010B		4	265947	05/17/19 19:37	MAG	TAL PLS

Lab Chronicle

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Client Sample ID: 19-20190-CM-2
Date Collected: 05/10/19 10:30
Date Received: 05/13/19 13:00

Lab Sample ID: 720-92979-6
Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
STLC Citrate	Leach	CA WET Citrate			265664	05/15/19 14:06	SUN	TAL PLS
STLC Citrate	Prep	7470A			265961	05/20/19 10:35	SUN	TAL PLS
STLC Citrate	Analysis	7470A		1	266054	05/20/19 20:35	MAG	TAL PLS
Total/NA	Prep	7471A			265873	05/17/19 15:02	MAG	TAL PLS
Total/NA	Analysis	7471A		1	266005	05/20/19 15:45	MAG	TAL PLS
Total/NA	Analysis	Moisture		1	265600	05/14/19 13:48	TNL	TAL PLS

Laboratory References:
TAL PLS = Eurofins TestAmerica, Pleasanton, 1220 Quarry Lane, Pleasanton, CA 94566, TEL (925)484-1919

Accreditation/Certification Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Laboratory: Eurofins TestAmerica, Pleasanton

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	EPA Region	Identification Number	Expiration Date
California	State Program	9	2496	01-31-20
USDA	Federal		P330-17-00380	12-11-20

Method Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Method	Method Description	Protocol	Laboratory
8260B	Volatile Organic Compounds (GC/MS)	SW846	TAL PLS
8270C SIM	PAHs by GCMS (SIM)	SW846	TAL PLS
8015B	Diesel Range Organics (DRO) (GC)	SW846	TAL PLS
8081A	Organochlorine Pesticides (GC)	SW846	TAL PLS
8082	Polychlorinated Biphenyls (PCBs) by Gas Chromatography	SW846	TAL PLS
6010B	Metals (ICP)	SW846	TAL PLS
7470A	Mercury (CVAA)	SW846	TAL PLS
7471A	Mercury (CVAA)	SW846	TAL PLS
Moisture	Percent Moisture	EPA	TAL PLS
3005A	Preparation, Total Recoverable or Dissolved Metals	SW846	TAL PLS
3050B	Preparation, Metals	SW846	TAL PLS
3546	Microwave Extraction	SW846	TAL PLS
3550B	Ultrasonic Extraction	SW846	TAL PLS
5030B	Purge and Trap	SW846	TAL PLS
7470A	Preparation, Mercury	SW846	TAL PLS
7471A	Preparation, Mercury	SW846	TAL PLS
CA WET Citrate	California - Waste Extraction Test with Citrate Leach	CA-WET	TAL PLS

Protocol References:

CA-WET = California Waste Extraction Test, from Title 22

EPA = US Environmental Protection Agency

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

TAL PLS = Eurofins TestAmerica, Pleasanton, 1220 Quarry Lane, Pleasanton, CA 94566, TEL (925)484-1919

Sample Summary

Client: Santa Clara Valley Water Dist
Project/Site: 19-SCH-035 San Tomas Aquino Creek

Job ID: 720-92979-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Assest ID
720-92979-1	19-20190-CC-1	Solid	05/10/19 09:00	05/13/19 13:00	
720-92979-6	19-20190-CM-2	Solid	05/10/19 10:30	05/13/19 13:00	

720-92979

#190196

CHAIN OF CUSTODY

Site Name 19-SCH-035 SAN TOMAS AQUINO CREEK	Laboratory Test America	Santa Clara Valley Water District <small>SM</small> 5750 Almaden Expressway San Jose, CA 95118-3614 Phone: (408) 265-2600 FAX: (408) 266-0271
Site Location Reach: 44400-44460 The location is upstream of the existing concrete grade control structure adjacent to the stream gage station located at Williams Road in San Jose.	Sampled By D Guthridge	
	Requested By Carole Foster	

Sample ID #	Matrix	Samples #	Turnaround	Analyses
19-20190-CC-1	S	1	Rush 5 days	6010B(Dissolved Metals), 6010B(Total Metals), 7470A(Dissolved Mercury), 7471A(Total Mercury), 8015B(TPHg:DRO/MRO/Kerosene), 8081A(Pesticides), 8082(PCBs), 8260B(Total Volatile Organic Compounds), 8270C_SIM(PAH's), Moisture(Moisture)
Point 1	Date Sampled 5.10.19	Time Sampled 900		
Sample ID #	Matrix	Samples #	Turnaround	Analyses
19-20190-CM-2	S	1	Rush 5 days	6010B(Dissolved Metals), 6010B(Total Metals), 7470A(Dissolved Mercury), 7471A(Total Mercury), 8015B(TPHg:DRO/MRO/Kerosene), 8081A(Pesticides), 8082(PCBs), 8260B(Total Volatile Organic Compounds), 8270C_SIM(PAH's), Moisture(Moisture)
Point A	Date Sampled 5.10.19	Time Sampled 830		
B	5.10.19	930		
C	5.10.19	1000		
D	5.10.19	1030		

MATRIX ABBREVIATION - Soil = S; Water = W; Product = P

*Run any STLC or TCLP's that trigger

Relinquished By (Signatures)/Affiliation	Please Print Name	Received By (Signatures)/Affiliation	Please Print Name	Date	Time
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1.2°C, 0.7°C



720-92979 Chain of Custody

190196

CHAIN OF CUSTODY

	LAB	David C. Henderson	RICH	5-13-19	12:24
TEST TUBES	RICH	5-13-19 13:00	Muller	5-13-19	13:00

1.2°C, 0.7°C

Login Sample Receipt Checklist

Client: Santa Clara Valley Water Dist

Job Number: 720-92979-1

Login Number: 92979

List Source: Eurofins TestAmerica, Pleasanton

List Number: 1

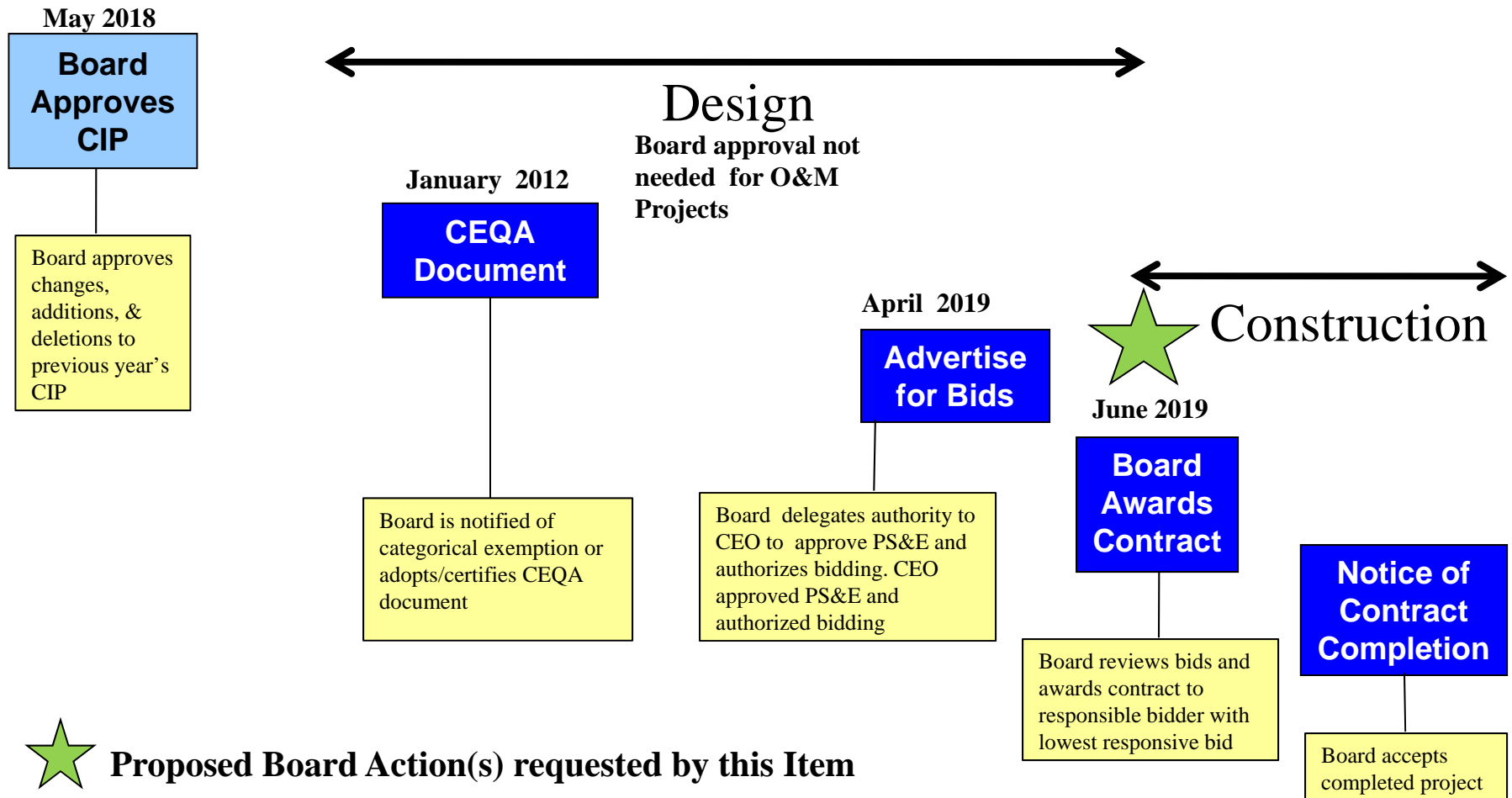
Creator: Mullen, Joan

Question	Answer	Comment
Radioactivity wasn't checked or is \leq background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	N/A	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	N/A	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is $<6\text{mm}$ (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	

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Project Delivery Process Chart

San Tomas Aquino Creek Erosion Repair and Barron Creek Concrete Repair at Bryant Street Project



Proposed Board Action(s) requested by this Item

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Santa Clara Valley Water District

File No.: 19-0583

Agenda Date: 6/11/2019

Item No.: *6.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Policy Framework and Outreach Plan for Use of Santa Clara Valley Water District Property for Trails.

RECOMMENDATION:

Review and provide input on the proposed trails policy framework and direct staff to proceed with the proposed public outreach plan.

SUMMARY:

Santa Clara Valley Water District (Valley Water) policies provide for trails and other recreational uses of its lands that are compatible with its water supply, flood protection, and environmental stewardship mission, and do not unduly impact operations. In practice, it is often challenging for proposed trails to meet these objectives. At the same time, the Board wishes to promote trails and access to open space; in FY2017-2018, the Board Strategic Challenges Report recognized that “current Board Policy does not adequately express Board’s full support of trails.” Finally, public interest both for and against trails is high, resulting in the need for clear policy objectives. At this time, specific trails projects are not being recommended for approval nor will action be taken by the Board on any policy item.

Trails Policy Framework

New Board and/or administrative policy may be necessary to ensure compatibility between Valley Water’s objectives of promoting trails, protecting the environment, and providing for flood protection and a reliable water supply. A new Trails Policy (Board policy) would provide compatibility criteria for trails proposed on Valley Water lands. To supplement the Trails Policy, a Trails Toolkit (administrative policy) would clarify Valley Water’s interests in trail design, construction, and maintenance standards. A Trails Toolkit would provide objective guidance for trails projects to meet the compatibility criteria.

Public Outreach Plan

Broad community input is critical to create an effective trails policy. To ensure balanced yet productive input, staff are proposing a multifaceted outreach process. First, a technical advisory committee (TAC) will be formed in summer 2019 to develop conceptual policy criteria and compile a toolkit of standards, rules, and best practices for trails on Valley Water lands. The TAC will be composed of professional trails practitioners with current and local expertise in trail design, planning and construction, and who are experienced in the process of balancing public access with environmental stewardship and operational objectives.

After draft concepts for the Trails Policy and Toolkit are developed by the TAC, five community workshops will be held in the north, central, and south areas of Santa Clara County in fall 2019. Three workshops will be held in the central area to capture input from a broad range of communities. Stakeholder outreach will occur prior to the community meetings to ensure attendance by trails users and advocates, bicycle and trails committees, environmental groups, and neighbors of current proposed trail projects. To maintain the distinction between Valley Water's policy development and individual cities' project planning and development, specific trails projects will not be presented for feedback at the community workshops. Feedback from the community workshops will be incorporated by the TAC into a revised draft Trails Policy and Toolkit.

The draft Trails Policy and Toolkit will then be presented to Board advisory committees including the Youth Commission, the Water Commission, the Ag Commission and the Environmental and Water Resources Committee. Following input from the advisory committees, the final proposed Trails Policy and Toolkit will be presented to the Board of Directors for approval.

Prior Board or Committee Review

At its January 10, 2017 Regular Meeting, the Board received information regarding the successes and challenges of trails on Valley Water property. The Board expressed a desire to conduct outreach on trails with various stakeholder groups. On August 11, 2017, an update was provided, in which staff relayed plans to conduct stakeholder outreach. Following this, the Board hosted a Trails and Waterways Summit in June 2018 to gather stakeholder input and develop collaborations to meet common challenges related to trails. A list of Summit attendees, and "solutions/commitments" from Summit breakout sessions, is included as Attachment 2. Trail-related public comments received since the Summit is included as Attachment 3.

In December 2018, a staff task force was formed to address outstanding trails issues. At its February 25, 2019 meeting, the Board Policy and Planning Committee reviewed staff's proposed Trails Policy framework, public outreach plan, and timeline. Subsequently, at its March 26 meeting, the Committee confirmed general membership of the TAC, clarified that the TAC would incorporate feedback from community meetings, and requested that additional public meetings be added in the central county. The Committee directed staff to present the proposed trails policy framework to the full Board for review and feedback.

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:

File No.: 19-0583

Agenda Date: 6/11/2019
Item No.: *6.1.

Attachment 1: PowerPoint

Attachment 2: June 2018 Trails Summit Attendee List and Summary

Attachment 3: DRAFT Regnart comments 042019

*Handout 6.1-A, K. Irvin

UNCLASSIFIED MANAGER:

Lisa Bankosh, 408-630-2618

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Valley Water

Clean Water • Healthy Environment • Flood Protection



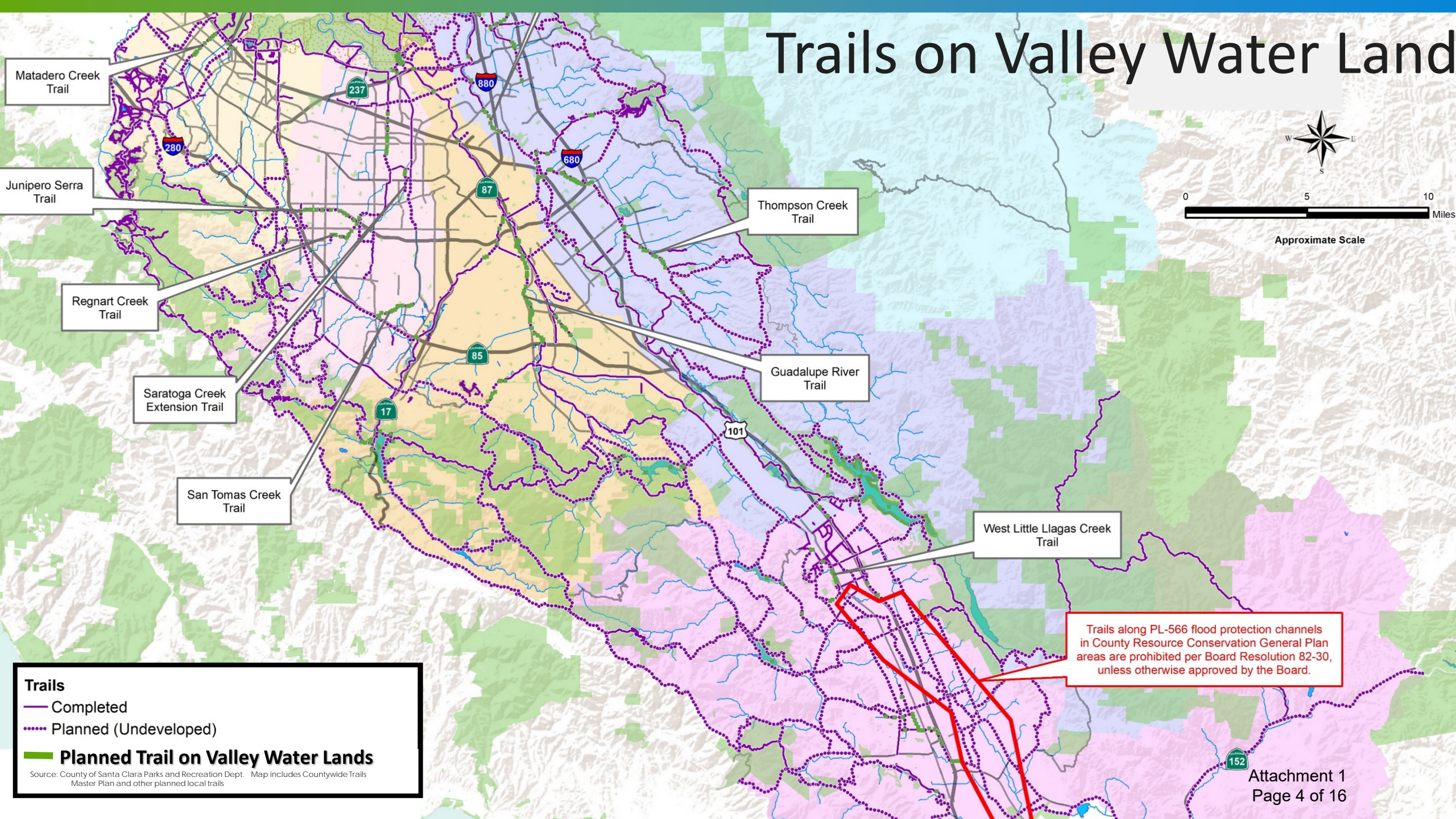
Policy for Use of Valley Water Property for Trails

June 11, 2019

Recommendation

Review and provide input on the proposed trails policy framework, and direct staff to proceed with the proposed public outreach plan.

Trails on Valley Water Land



Trails

- Completed
- Planned (Undeveloped)

Planned Trail on Valley Water Lands

Source: County of Santa Clara Parks and Recreation Dept. Map includes Countywide Trails Master Plan and other planned local trails

Existing Policy

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- Board Resolution 72-44 Recreational Uses of Groundwater Recharge Facilities

- Board Resolution 74-38 Joint Public Use of District Facilities

It is in the public interest to secure diversified uses of District property to the greatest extent compatible with the primary purpose of such property.

The use shall not unduly interfere with the District's use and that the agency making the joint use will through terms of an agreement take full responsibility for the installation, maintenance and removal of improvements convenient for the joint use.

- Board Resolution 82-30 Joint Use of Llagas Creek PL 566 Watershed Projects

What is a Compatible Trail?

1. Existing Board policy may lack sufficient criteria to guide staff in determining whether proposed trails are compatible and appropriate ([Need for new Board policy?](#))
1. Existing administrative policy may not provide clear trail design, construction, and maintenance standards and guidelines, to ensure criteria are met ([Need for revision of Water Resources Protection Manual to create a “trails toolkit”?](#))



Existing Policy

7

Board Governance Ends Policy 4.2.1:

Support healthy communities by providing access to additional trails, parks, and open space along creeks and in the watersheds.

CEO Interpretation: Outcome Measures: OM 4.2.1.a Provide 7 grant cycles and additional partnerships for \$21 million that follow pre-established criteria related to the creation or restoration of wetlands, riparian habitat and favorable stream conditions for fisheries and wildlife, **and providing new public access to trails through 2028.** (SCW D3) Strategies: S 4.2.1.1. **Work with other entities for planning, design, construction, maintenance, and operation of trails/open space amenities.** S 4.2.1.2 **Increase public access to District lands as appropriate; extend trails networks.** S 4.2.1.3 **Support creek-side or water related recreation, as appropriate.**

Existing Policy

8

Board Governance Ends Policy 4.2.2:

Support healthy communities by providing appropriate access to District facilities.

CEO Interpretation: Outcome Measures: OM 4.2.2.a. Agreements with responsible partner agencies are in place for appropriate public access to District facilities. Strategies: S 4.2.2.1. Enter into partnership agreements to provide appropriate public access to District facilities.

CEO Direction: D 4.2.2.1.a. Provisions of partner agreements minimize District expenditures and ensure that partner agencies assume all liability for public access. D 4.2.2.1.b.

Provisions of partner agreements clearly confirm that any public access or recreation is subject to the district's ability to perform its primary mission, including the operation of reservoirs for water supply and flood control, sustaining water quality to meet regulatory standards, and meeting environmental objectives.

Potential Trail Impacts

Tree & Limb Removal



Biological Impacts

- Native tree removal and habitat loss
- Decreased suitability of habitat to support special status species

Bank Erosion



Water Quality Impacts

- Erosion and sedimentation
- Trash and other Pollutants

Maintenance



Other Impacts

- Hydraulic Impacts
- Operational and Maintenance Impacts
- Loss of Mitigation Opportunities

Potential Trail Benefits

- Fulfills requirements of District-supported regional trails plan
- Provides regional trail connection that would benefit a broad range of users
- Provides alternative transportation corridor (commuter route)
- Improves access and recreation to underserved communities
- Provides legitimate use and regular maintenance to address illegal uses
- Provides environmental stewardship partnership opportunity



Proposed Board Policy Framework

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Goal: Provide criteria to determine compatibility of proposed new trails with District stewardship and operational objectives.

Example Criteria:

1. Overall project results in a neutral or beneficial effect on biological resources and water quality.
2. Project does not adversely affect channel stability, level of flood protection, or increase the extent or frequency of flooding.
3. Project does not impede maintenance of District facilities or adversely affect operational functions.

Proposed Trails Toolkit

12

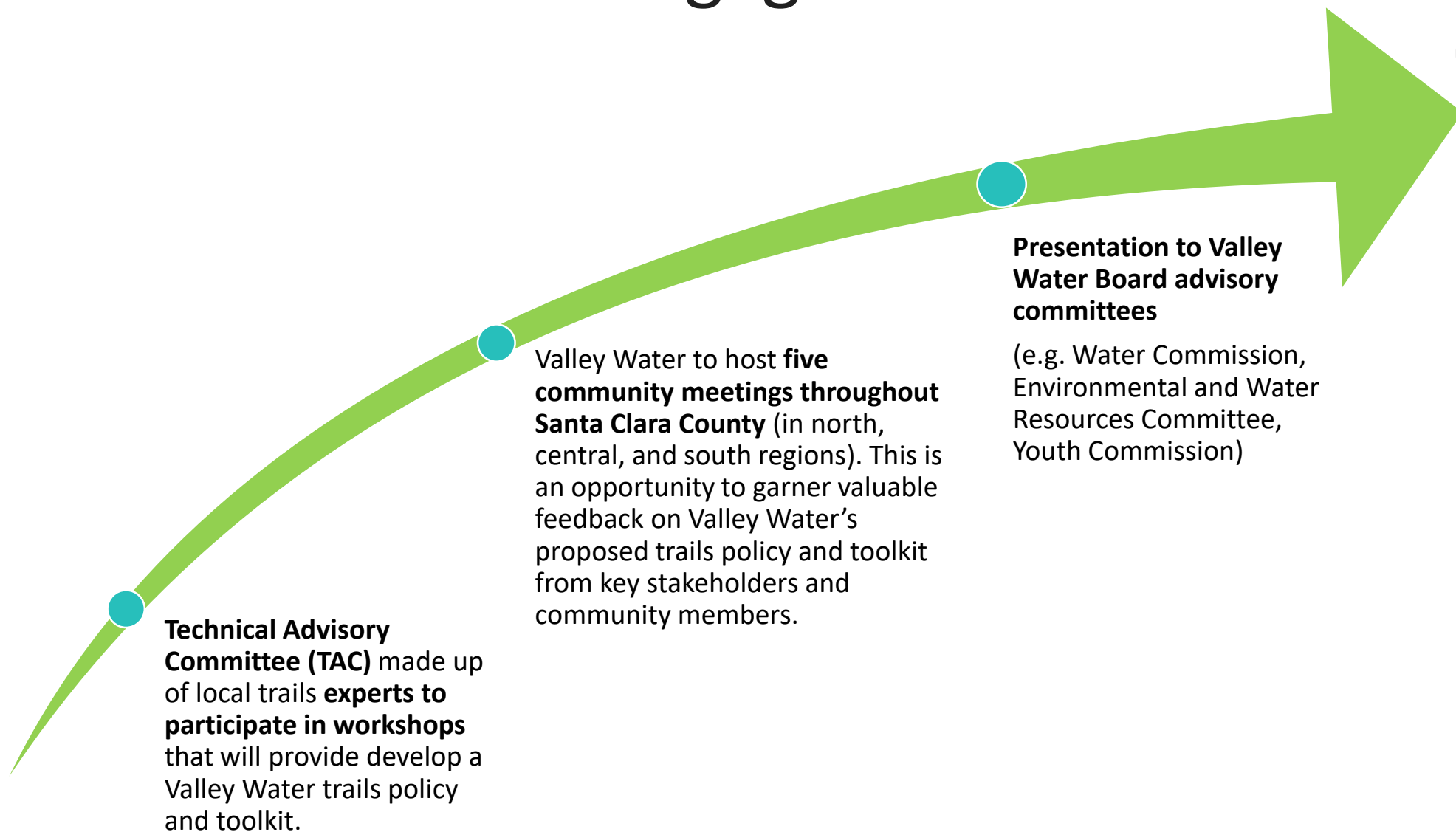
Goal: Revise District Water Resources Protection Manual to provide clear trail design, construction, and maintenance standards and guidelines.

Example Standards and Guidelines:

1. New trails: standard trail siting, width, surfacing, drainage design
2. New bridges and crossings: design characteristics to minimize biological impacts and avoid hydraulic impacts
3. Covert road to trail: standards for maintenance access
4. Safety features: standard details for wildlife-friendly lighting, railings, curb stop and signage
5. Maintenance and patrol guidelines

Proposed Outreach & Engagement Plan

13



Community Outreach

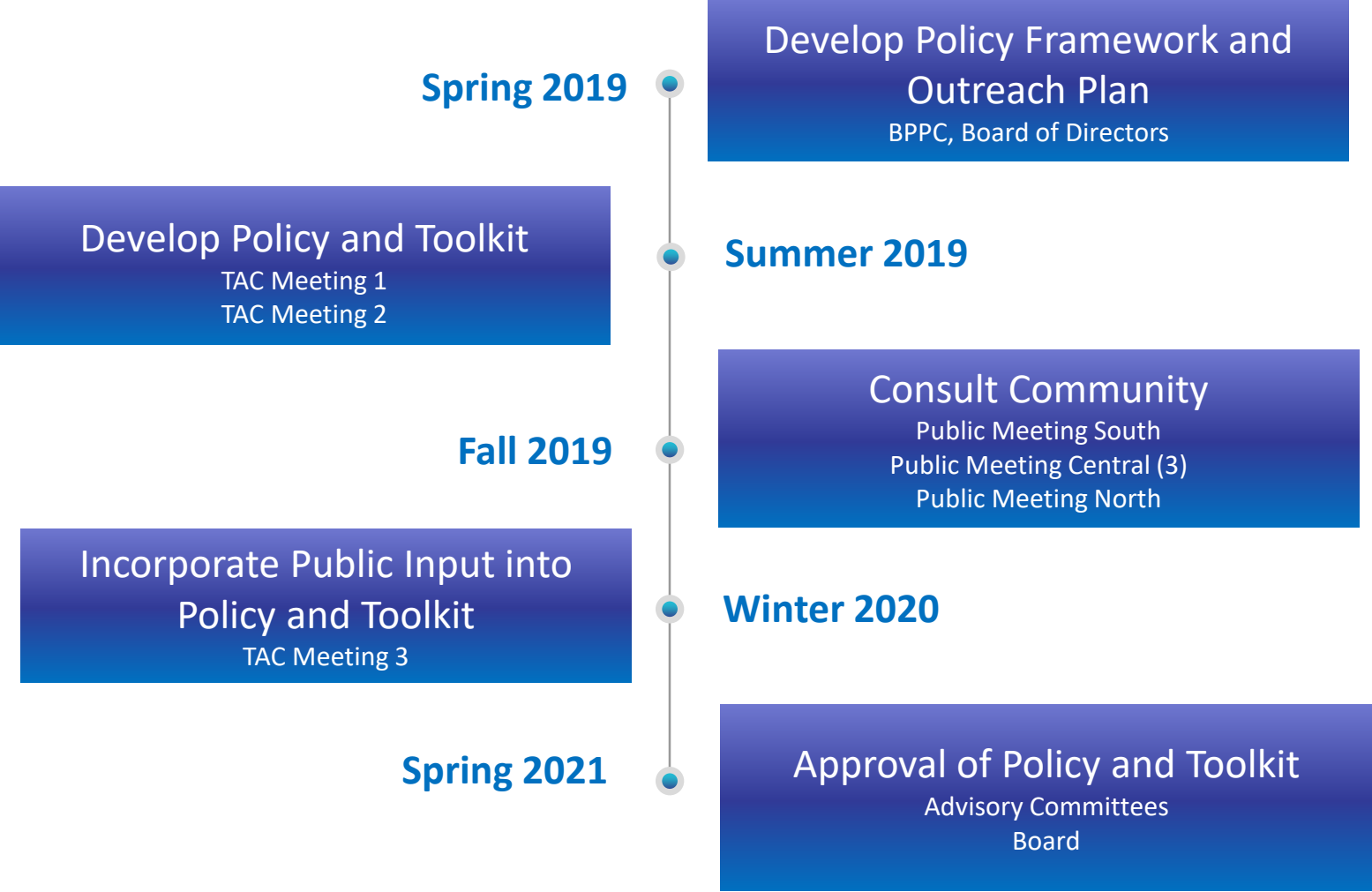
Proposed TAC of trails experts:

- Santa Clara County, Cities
- Santa Clara Valley Open Space Authority
- Valley Transportation Agency
- Midpeninsula Regional Open Space District
- California Department of Fish & Wildlife
- San Francisco Bay Regional Water Quality Control Board

Community Meeting Proposed Outreach:

- Sierra Club
- Audubon Society
- League of Conservation Voters
- Conservation Corps
- Save Our Trails
- Silicon Valley Bike Coalition
- Friends of Stevens Creek Trail
- Bay Area Ridge Trail Council
- Equestrian Trail Riders Action Committee
- Almaden Cycle Touring Club
- United Neighborhoods of Silicon Valley
- Committee for Green Foothills
- Grassroots Ecology
- Loma Prieta Resource Conservation District
- Guadalupe-Coyote Resource Conservation
- Apple
- Google
- Facebook
- General Public

Trails Policy Development Timeline





Valley Water

Clean Water • Healthy Environment • Flood Protection



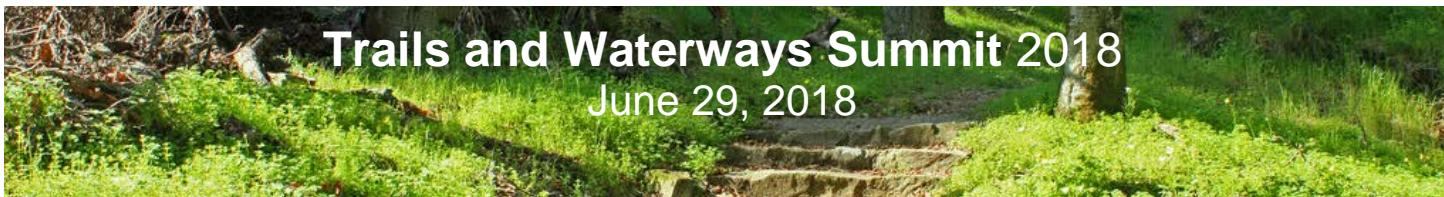
Trails and Waterways Summit 2018

Attendee Roster

First Name	Last Name	Company	Email
Steve	Achabal	City of Mountain View	stephen.achabal@mountainview.gov
Teresa	Alvarado	SPUR	talvarado@spur.org
Larry	Ames	Committee for Green Foothills	lames@aol.com
Yvonne	Arroyo	Santa Clara Valley Water District	yarroyo@valleywater.org
Rechelle	Blank	Santa Clara Valley Water District	rblank@valleywater.org
Nicolle	Burnham	City of San Jose	nicolle.burnham@sanjoseca.gov
Todd	Capurso	City of Campbell	todd.capurso@sbcglobal.net
Usha	Chatwani	Santa Clara Valley Water District	uchatwani@valleywater.org
Yat	Cho	City of Morgan Hill	yat.cho@morganhill.ca.gov
Jennifer	Chu	City of Cupertino	jenniferc@cupertino.org
Andrew	Crabtree	City of Santa Clara	acrabtree@santaclaraca.gov
Alissa	Evans	Canyon Snow Consulting	alissaevans@canyonsnow.com
John	Falkowski	Santa Clara County Parks and Recreation	john.falkowski@prk.sccgov.org
Mike	Flaughner	Open Space Authority	mikeflaughner@yahoo.com
Rachael	Gibson	Santa Clara Valley Water District	rgibson@valleywater.org
Vincent	Gin	Santa Clara Valley Water District	vgin@valleywater.org
Chad	Grande	Santa Clara Valley Water District	cgrande@valleywater.org
Colleen	Haggerty	Santa Clara Valley Water District	chaggerty@valleywater.org
Gary	Heap	City of Gilroy	gary.heap@cityofgilroy.org
Frances	Herbert	San Jose Vice Mayor Magdalena Carrasco	frances.herbert@sanjoseca.gov
Rob	Hill	City of Milpitas	rhill@cityofmilpitas.ca.gov
Virginia	Holtz	Open Space Authority	vholtz@openspaceauthority.org
Joy	Houghton	City of Mountain View	joy.houghton@mountainview.gov
Joshua	Hugg	Midpensinsula Regional Open Space District	jhugg@openspace.org
Nohely	Izquierdo	San Jose Councilmember Dev Davis	nohely.izquierdo@sanjoseca.gov
Jennifer	Johnson	Canyon Snow Consulting	jenniferjohnson@canyonsnow.com
Candace	Joy	Santa Clara County Supervisor Joe Simitian	candace.joy@bos.sccgov.org
Barbara	Keegan	Santa Clara Valley Water District	ckwok-smith@valleywater.org
Ken	Kelly	United Neighborhoods of Silicon Valley	kk@unscv.org
Yoriko	Kishimoto	Midpensinsula Regional Open Space District	ykishimoto@openspace.org
Theresa	Krakov	Santa Clara Valley Water District	tkrakov@valleywater.org
Marc	Landgraf	Santa Clara Valley Open Space Authority	mlandgraf@openspaceauthority.org
Albert	Le	PG&E	albert.le@pge.com
Anthony	Le	Almaden Cycle Touring Club	president@actc.org

Attendee Roster

First Name	Last Name	Company	Email
Lauren	Ledbetter	Valley Transportation Agency	lauren.ledbetter@vta.org
Lynette	Lee Eng	City of Los Altos	lynetteleeeng@sbcglobal.net
Linda	LeZotte	Santa Clara Valley Water District	llezotte@valleywater.org
Jay	Lin	Midpensinsula Regional Open Space District	jlin@openspace.org
Brian	Malone	Midpensinsula Regional Open Space District	bmalone@openspace.org
Jane	Mark	Midpensinsula Regional Open Space District	jmark@openspace.org
Lisa	Matichak	City of Mountain View	lisa.matichak@mountainview.gov
Janet	McBride	Bay Area Ridge Trail Council	janetmcbride@ridgetrail.org
Megan	Medeiros	Committee for Green Foothills	megan@greenfoothills.org
Craig	Mobeck	City of Santa Clara	cmobeck@santaclaraca.gov
Dorsey	Moore	Open Space Authority	dmoore@sjcccs.org
Salome	Munoz	San Jose Conservation Corps & Charter School	smunoz@sjcccs.org
Jack	Nadeau	Save Our Trails	gingerjax@aol.com
Tony	Ndah	City of Milpitas	tndah@ci.milpitas.ca.gov
Tim	Oey	Friends of Stevens Creek Trail	tim@oey.us
Cherise	Orange	Santa Clara County Parks and Recreation	cherise.orange@prk.sccgov.org
Ben	Pacho	Silicon Valley Bicycle Coalition	ben@bikesiliconvalley.org
Donna	Plunkett	Open Space Authority	dplunkett@openspaceauthority.org
Jessy	Pu	Town of Los Gatos	jpu@losgatosca.gov
Bill	Rankin	Ridge Trail / Save Our Trails	bill@networks.com
Melanie	Richardson	Santa Clara Valley Water District	mrichardson@valleywater.org
Susie	Rodriguez	Santa Clara Valley Water District	srodriguez@valleywater.org
Richard	Santos	Santa Clara Valley Water District	ckwok-smith@valleywater.org
Matt	Savage	City of San Jose	matthew.savage@sanjoseca.gov
Steven	Scharf	City of Cupertino	sscharf@cupertino.org
Lenny	Siegel	City of Mountain View	lenny.siegel@mountainview.gov
Pat	Showalter	City of Mountain View	Pat.Showalter@mountainview.gov
Jim	Stallman	Trails Advisory Committee, Saratoga	2jimstallman@gmail.com
Kent	Steffens	City of Sunnyvale	ksteffens@sunnyvale.ca.gov
Annie	Thomson	County of Santa County Parks	annie.thomson@prk.sccgov.org
Sue	Tippets	Santa Clara Valley Water District	stippets@valleywater.org
Omar	Torres	San Jose Vice Mayor Magdalena Carrasco	omar.torres@sanjoseca.gov
Sherilyn	Tran	Santa Clara Valley Water District	stran@valleywater.org
Vanessa	Turner	Santa Clara County Supervisor Dave Cortese	vanessa.turner@bos.sccgov.org
John	Varela	Santa Clara Valley Water District	ckwok-smith@valleywater.org
Gary	Welling	City of Santa Clara	gwelling@santaclaraca.gov
Liz	Westbrook	Bay Area Ridge Trail Council	lizwestbrook@ridgetrail.org
Yves	Zsutty	City of San Jose	yves.zsutty@sanjoseca.gov



Breakout Session Notes: Issues, Solutions and Commitments

TABLE 1

Breakout Session 1--Issues:

- Communication between public agencies, etc.
- Right of way, boundaries, land ownership
- Engineering – multiple uses in one area
- Not involving the public earlier in the process

Breakout Session 2--Solutions/Commitments:

- Want a public trail summit; everyone can come and understand projects
- Have a public trails day – get them outside, show them importance of trails, education, walk with them and show regional connections

TABLE 2

Breakout Session 1--Issues:

- Data availability
- Funding information and availability
 - o Capital projects versus funding for general - gap that exists

Breakout Session 2--Solutions/Commitments:

- Comprehensive GIS database
 - o Including outreach and integration with all agencies
 - o Roles and responsibilities of each organization – not just collation, but experts communicating on-the-ground data to a central organization

TABLE 3

Breakout Session 1--Issues:

- Building trails
 - o Lack of funding for acquisition, capital, O+M
 - o Regulatory oversight fragmentation – need better coordination and streamlined permitting
- Trail use:
 - o Recreation vs. Transportation - conflicting uses, need better education and signage and separation

Breakout Session 2--Solutions/Commitments:

- SCVWD will host another trail summit
- New trails coordinator for SCVWD will be THE point of contact for all things trails - important to have ONE person
- Each agency in county needs to designate a “trails discussion” person. So you know who to talk to.
- Increase involvement of private sector- need to have SPECIFIC asks for better response
- Need better education about specific trail usage, purpose, and reasoning
- Early consultation with SCVWD as trails are considered and planned

TABLE 4

Breakout Session 1--Issues:

- Social justice:
 - o Disparity in East and West trails (high usage equals planned growth – all in West; needs to change)
- Safety:
 - o Homelessness
 - o No park rangers

Breakout Session 2--Solutions/Commitments:

- Targeted funding for “trail deficient” communities
- Grants or a portion of grants allocated for underserved/overused areas

TABLE 5

Breakout Session 1--Issues:

- Homelessness
- Neighborhood Cooperation
- Inter-jurisdictional coordination
- Land use
- Education

Breakout Session 2--Solutions/Commitments:

- Inter-jurisdictional coordination
 - o Buy-in
 - o Experts in habitat
 - o Early involvement
 - o Empower district trail coordinator

TABLE 6

Breakout Session 1--Issues:

- Funding
- Environmental vs. use
- Homelessness

Breakout Session 2--Solutions/Commitments:

- Education
 - o Need more intergovernmental and inter-agency communication
 - o More summits, more meetings, more events
 - o Hyper local issues and regional
- Sources of funding; direction from sources on what apps are look for specifically
- Community outreach to combat NIMBY-ism
- Elevate ideas to next level to continue conversation; figure out exact ask for organizations

TABLE 7

Breakout Session 1--Issues:

- Community non-support/opposition for trails projects
- Lack of creative problem-solving within our agencies

Breakout Session 2--Solutions/Commitments:

- Community outreach need to be targets with right engagement of people, empower staff, empower electeds; we need the positive to balance out the negative
- Communication with different agencies that is effective problem solving, not just identifying constraints and issues
- Commitment: VTA, OSA, County Parks, SCVWD, and MidPen will develop a vision for the county-wide network of trails and develop an informative, exciting, educational presentation to deliver to electeds, city managers and the community to foster support for the vision.

TABLE 8**Breakout Session 1--Issues:**

- Working across agency boundaries
- Funding

Breakout Session 2--Solutions/Commitments:

- Start early with funding
- Empower county, NPC or VTA
- Regional GIS mapping system for comprehensive analysis of trails in area
- The contact list is a tool, we will network early and often, network over lunch (in Campbell!!)
- Find a way to talk about riparian corridor as value for trails

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Lisa Bankosh

To: Lisa Bankosh
Subject: FW: Regnart Trail Setbacks

From: Linda Wyckoff <lwycckoff2@yahoo.com>
Date: April 19, 2019 at 7:52:30 AM PDT
To: "Board@valleywater.org" <Board@valleywater.org>, Melanie Richardson
<mrichardson@valleywater.org>
Subject: Regnart Trail Setbacks

Esteemed Water District Board Members and Ms. Richardson,

I am writing as a resident who will be deeply affected by the proposed Regnart Creek Trail if it ever comes to fruition. The words I write should apply to **ALL** trails that will be brought forwarding to the Water District. The City of Cupertino is trying to bypass recommended guidelines for setbacks to private residences that border the trail. If they are given this opportunity to bypass guidelines with this project, then they will have been given permission to bypass these guidelines for **all trails** built in the future in **all cities** under your jurisdiction. This loosening of the rules should not be permitted under any circumstance as the entire Regnart Creek Trail is just one big pinch point.

The guidelines were developed to ensure the privacy, security, safety and noise minimization for homeowners. Due diligence was not exercised when this path was originally proposed. Neighbors were not notified of the trail proposed right behind their back fences until at least 15 months after the fact. We had no early input. Our suggestions are still mostly unheeded.

Please uphold the trail guidelines which were brought forth to you previously.

Regards,
Linda Wyckoff

Lisa Bankosh

To: Lisa Bankosh
Subject: FW: Proposed Regnart Creek Trail - Guidelines and Concerns
Attachments: 1555885754124blob.jpg; 1555885754124blob.jpg

From: Ilango <ilangog@yahoo.com>
Date: April 21, 2019 at 3:42:08 PM PDT
To: "Board@valleywater.org" <Board@valleywater.org>
Cc: Melanie Richardson <mrichardson@valleywater.org>
Subject: Proposed Regnart Creek Trail - Guidelines and Concerns

Dear Water District Board Members,

I am a Cupertino resident sharing my property line with the Valley Water District Lands. I read the March 28th, 2019 meeting minutes between the Valley Water and the City of Cupertino on proposed Regnart Creek Trail. **I noticed an inaccurate statement in the minutes noted as made by the District staff.** Here is an excerpt, *"Lisa Bankosh (LB) stated the Regnart Creek Trail design does not appear to deviate from current guidelines."*

<https://www.cupertino.org/home/showdocument?id=24159>

However, the trail does not meet the guidelines including setback to residential properties as set in the Santa Clara County Uniform Trail Design Guidelines.
<https://www.sccgov.org/sites/parks/PlansProjects/Documents/TrailsMasterPlan/Interjurisdictional-Trails-Guidelines-text-and-graphics.pdf>

The trail runs too close to the homes as narrow as 2 feet from the property lines. It does not meet the following guidelines UD 1.1.2, UD 1.1.4, Figs T-5A, T-3, T-4, UD 2.2.2, etc.,

UD 1.1.2 - Trail Setbacks Land Use Category Residential 25 feet

Fig T- 5A - Setback to private property line greater than 10 feet optimum and 3'-6" feet minimum

UD 1.1.4 - In areas where trail routes are adjacent to private property, security fencing or walls should be no closer to the trail than 3'-6".

Fig T-5A – Clearance 3'-6" minimum for tree, sign or other obstructions

UD 2.2.2: Shared-use trails should be designed as paved two-way paths and should have an optimum width of 12 feet.

The residents have raised neighborhood concerns specifically about the setbacks and privacy issues to the water district board and the staff since September 2018. In spite of residents' repeatedly raising this issue, I am disappointed to see an inaccurate statement from the District that states that the trail meets the guidelines when it clearly does not. Please correct the inaccurate statement.

I am aware that the District is in the process of developing a trail policy framework. I request the District to not only look at its maintenance operations but also to ensure trail user safety, privacy & security of adjacent residences while developing trails. If you

allow just 2 feet setback from residential properties, the district will be setting a wrong precedence by approving a trail that runs too close to homes in a dense suburban neighborhood. **Note that the Regnart Trail affects 82 homes within 3/4th of a mile.**

Hence, I request the Board to not enter into a Joint Use Agreement with the City of Cupertino if you cannot mitigate neighborhood concerns or wait until the trail policy framework is developed by the District that is anticipated to be more definitive than existing guidelines. Please don't approve the trail if does not meet the guidelines. I would also encourage the board members to walk the trail to fully understand the residents concerns before making any decisions.

Thanks,
Ilango Ganga
Cupertino Resident

Attached: Regnart Creek Trail alignment image from Google Maps – Yellow line is the creek alignment of 3/4th of a mile that runs close to 82 homes.



Lisa Bankosh

To: Lisa Bankosh
Subject: FW: Proposed Regnart Creek Trail - Safety Concerns

From: Fari Aberg <abergfari@gmail.com>
Date: April 21, 2019 at 6:20:27 PM PDT
To: <Board@valleywater.org>
Cc: <mrichardson@valleywater.org>
Subject: Proposed Regnart Creek Trail - Safety Concerns

Dear Board of Directors,

My name is Fari and I live next to Regnart Creek in Cupertino and I have a wonderful neighbor of 31 years called Santa Clara Valley Water District!

I am writing this email to you, as my immediate neighbor, to express my concerns regarding the proposed Regnart Creek Trail which, if approved at all, will run along my home and 81 other homes. Although it is unfortunate that the Water District trail policy and tool kit is not available yet to be used by the City of Cupertino, I wish the work in progress policy and tool kit guidelines to be enforced when reviewing the proposed trail and **please do not allow the City of Cupertino to bypass any past or known future guidelines.**

You have already heard from my neighbors and friends living next to the Regnart Creek regarding the safety issues for trail users, I am only addressing the homeowner's safety in this email.

The proposed trail which runs too close to our properties and as narrow as 2 ft. in portions of the trail would severely and permanently impact privacy, safety and quality of life of residents living alongside the creek.

Here are some of the many concerns that I have:

Safety:

As per Santa Clara Valley Water District letter sent to the City of Cupertino on Aug 21st, 2018, "Suggest City staff assess sheriff and police availability for the recommended patrol and seek commitment through an agreement with police that they can provide this level of support. We have found, county wide, that Police departments are strapped for resources and cannot provide consistent patrolling".

I have been personally told by Sheriff that my house will be an easy target for intruders and I should invest in alarm system, security cameras and install motion detector lights all around my property. Who is going to assure our safety if the trail opens?

Fire Hazard:

We have had very dry weather the past several years and with our houses being so close to the proposed trail, it is of great concern that a fire would be literal devastation to the homes located so close to the trail (e.g. danger of cigarettes, and we all know teenagers will try it!)

Noise pollution:

Another issue that does not seem to be adequately considered is the noise. Our houses are not structured to implement such a trail, with houses so close to the proposed trail where noise travels freely. **The City is not providing vegetation buffers or sound walls to mitigate noise.** The noise would be unacceptable for our community. The proposed trail would destroy the very nature of our peaceful neighborhood.

Vandalism issues:

Opening the locked gates will make our properties subject to vandalism. Personally, myself and some of my neighbors had experienced in the past broken windows and backyard full of rocks when arriving home from work/school.

Dangerous Crossings:

The proposed crossings, in particular the one on S. Blaney, which has the highest traffic during school hours, are very dangerous and too close, only a tree separating the crossing and residential driveway with no clear view of the trail and do not adhere to Sight Distance Triangle Guidelines.

As our good neighbor, would you please include our safety, security and privacy before making any decisions on the proposed trail and please do not enter into a Joint Use Agreement with the City of Cupertino if you cannot mitigate neighborhood concerns.

Please protect us!
Thank you!

Regards,
Fari Aberg
Cupertino Resident

Lisa Bankosh

Subject: FW: Regnart Creek - serious safety concerns for the residents and the potential users
Attachments: image002.png

> From: benaifer dastoor [mailto:bddastoor@yahoo.com]
> Sent: Sunday, April 21, 2019 10:30 PM
> To: Board of Directors <board@valleywater.org>
> Cc: Melanie Richardson <mrichardson@valleywater.org>; Usha Chatwani
> <uchatwani@valleywater.org>
> Subject: Regnart Creek - serious safety concerns for the residents and
> the potential users
>
> Dear Valley Water Board members,
>
> I am writing as a resident of La Mar Drive whose home abuts the Regnart Creek.
>
> We understand the SCVWD encourages trails along the creeks wherever possible and we support that policy.
However, different paths and creeks have different geography with respect to width, upstream/downstream, creek wild
life, health of the creek, flood control, proximity to homes - making some creek paths feasible for a trail and others not
so much. The Regnart Creek falls under the latter category.
>
> It is very important that the SCVWD, the owners of the land along the creeks in the county, develop commonsense
trail guidelines to ensure the safety for all – creek health, homeowners along the trail, and the proposed users.
>
> It is disappointing to learn that the SCVWD is granting exception to the Regnart Creek trail being proposed by the City
of Cupertino despite the trail not being compliant with the Santa Clara County Uniform Interjurisdictional Trail Design,
Use, and Management Guidelines (Cupertino city is a signatory to these guidelines).
>
> Here are some major issues concerning Regnart Creek that need to be considered if the SCVWD feels compelled to
enter into the JUA with the City of Cupertino:
>
> 1) The proposed expensive creek path proposed as trail is just 0.8 miles. It is non-contiguous, involves crossing
streets at several points – the most hazardous being the new crossing to be introduced mid Blaney disrupting the
morning commute traffic and endangering children and bicyclists zipping in and out of trail (blind spots for motorist) to
get from one end to another.
> Pg 17 Santa Clara County Uniform Interjurisdictional Trail Design,
> Use, and Management Guidelines UD - 1.1.5 Trail alignments should be selected that minimize intersections with
motorized vehicles.
>
> 2) The Path is very narrow with steep slopes in most sections – La Mar Dr (12 -13 feet), Lozano Lane and DePalma
Lane (10 feet). This would barely provide for setbacks (two feet or less) on the creek side and for the residential
properties abutting the trail and a tread of barely 8 feet for shared use – up and down bicyclists, pedestrians, people
walking their dogs versus a wide street like La Mar Dr which runs parallel to the creek has a width of about 40 feet plus
sidewalks measuring 4.5 feet.
>
> 3) The Creek path is in midst of dense neighborhood – 82 homes along the path and its residents will be directly
impacted. With barely any setbacks, no additional security walls/fences provided by the city to protect the home
owners, the homeowners are left vulnerable – no safety, no privacy.
>

> Pg 16 Santa Clara County Uniform Interjurisdictional Trail Design,
 > Use, and Management Guidelines UD - 1.1.2 (++)* Trails shall generally
 > be sited as far away from occupied dwellings as practical. Where
 > trails are developed in conjunction with high-density residential
 > areas, it may be appropriate to incorporate the trail or access to the
 > trail into the overall circulation of the housing complex. In these
 > situations, the trail alignment should be developed to avoid the
 > creation of alleys and should take into consideration the privacy of
 > residents using setbacks as indicated in Table UD-1. (See also: Figure
 > T-4). Table UD-1: Trail Setbacks Land Use Category(1) Trail Setback
 > (2) Residential 25 feet (7.6 m)
 >
 > UD - 1.1.4 (+)* In areas where trail routes are adjacent to private property, visible fencing shall be employed, if
 requested by the adjacent property owner, to deter users from leaving the trail. Type of fencing should be determined in
 consultation with the property owner(s). Security fencing or walls should be no closer to the trail than 3'-6" (1 m) and no
 lower than 4'-8" (1.4 m). (See also: Guideline UD - 4.11.2, Figures T-4, T-5A, and T-5B).
 >
 > 4) Because of the trail's proximity to the homes without any additional security barriers or fences separating the
 homes from the trail, a cigarette or a joint dropped by a trail user could increase the fire risk to the whole neighborhood,
 in the dry summer months.
 >
 > 5) Last but not the least - I am attaching the SCVWD staff letter which pointed out several flaws in the Regnart Creek
 Trail Feasibility Report presented to the city council for approval in August 2018. The flawed feasibility report with
 material errors was approved by the City Council anyways. The letter sent by your staff corroborates the issues pointed
 out by the residents all along, about the width of the trail, unstable banks, risks to the homeowners, users and this being
 not the most ideal location for creating a trail.
 >
 > I urge you to please evaluate the risks to the residents (your neighbors), the proposed users and to the creek before
 you move further along and grant the permission to open this closed creek to public. Transferring the liability to the city
 with JUA does not absolve the water district who is owner of the land from its civic responsibilities.
 >
 > I would also like to extend the invitation on behalf of all the 82 homes along the creek to walk the creek path and get
 firsthand information for yourself. The residents would love to walk with you and appreciate the opportunity.
 >
 > Thank you,
 >
 > Sincerely,
 > Benaifer Dastoor
 > Resident
 > La Mar Dr.
 > Cupertino, CA
 >
 > <RegnartCreek-Water district letter.pdf> <La Mar homesIMG_1027.JPG>
 > <La Mar - winter 2016-17 IMG_0355.JPG> <image002.png>

Lisa Bankosh

Subject: FW: Regnart Creek Trail Issue
Attachments: IMG_20190330_112648629.jpg; IMG_20190330_112707436_HDR.jpg

From: Tony Fong <tonyfong@sbcglobal.net>
Date: April 21, 2019 at 8:55:51 AM PDT
To: <board@valleywater.org>
Cc: <mrichardson@valleywater.org>, Shekar Pasumarthi <shekar@pcweb.com>, Vicky Yutronic <vyutronic@sbcglobal.net>, Kumar Sarvan <tv_saravanakumar@yahoo.com>, Fung Yee Mak <fungyeemak@hotmail.com>, "Rex and Teresa Tsu" <gowinind@hotmail.com>
Subject: Regnart Creek Trail Issue

Hello Valley Water Board,

My name is Tony Fong and I own the property on 20182 Rodrigues Ave. I am the president of the Longacre Homeowner's Association comprising of six homes that is directly adjacent to the Regnart Creek trail. Our entire HOA is opposed to the creation of the Regnart Creek public trail.

The trail will be too close to our properties. Our current serene environment will be permanently destroyed if the public is allowed to march along our back fences. Our private quiet backyards will become public spaces. The constant noise of trail users will be intrusive and render our backyards unusable. Our windows will have to be permanently draped to prevent people passing by from peering into our living areas.

I have attached several pictures to better illustrate our situation. As you can see from the pictures our backyard abuts the trail and our living quarters are in full view. The existing 6 foot fence does almost nothing to shield us from the trail.

The proposal to upgrade the existing streets (city's alternative plan 4) is more than adequate to address the desires of those requesting a more "friendly" pedestrian experience. Our privacy should not have to be sacrificed to serve the needs of those who would like to walk/bike a few blocks off public streets.

As fellow homeowners I hope you can empathize with our plight and reject the Cupertino city's request to build this trail adjacent to our property.

Please save our sanity and property values!

Sincerely,
Tony Fong
President Longacres HOA



Lisa Bankosh

From: Melanie Richardson
Sent: Monday, April 22, 2019 5:28 AM
To: Michele King
Cc: Lisa Bankosh; Norma J. Camacho
Subject: Fwd: Proposed Regnart Creek Trail - Guidelines and Concerns
Attachments: 1555885754124blob.jpg; 1555885754124blob.jpg

And this.

Sent from my iPad

Begin forwarded message:

From: Ilango <ilangog@yahoo.com>
Date: April 21, 2019 at 3:42:08 PM PDT
To: "Board@valleywater.org" <Board@valleywater.org>
Cc: Melanie Richardson <mrichardson@valleywater.org>
Subject: **Proposed Regnart Creek Trail - Guidelines and Concerns**

Dear Water District Board Members,

I am a Cupertino resident sharing my property line with the Valley Water District Lands. I read the March 28th, 2019 meeting minutes between the Valley Water and the City of Cupertino on proposed Regnart Creek Trail. **I noticed an inaccurate statement in the minutes noted as made by the District staff.** Here is an excerpt, *"Lisa Bankosh (LB) stated the Regnart Creek Trail design does not appear to deviate from current guidelines."*

<https://www.cupertino.org/home/showdocument?id=24159>

However, the trail does not meet the guidelines including setback to residential properties as set in the Santa Clara County Uniform Trail Design Guidelines.
<https://www.sccgov.org/sites/parks/PlansProjects/Documents/TrailsMasterPlan/Interjurisdictional-Trails-Guidelines-text-and-graphics.pdf>

The trail runs too close to the homes as narrow as 2 feet from the property lines. It does not meet the following guidelines UD 1.1.2, UD 1.1.4, Figs T-5A, T-3, T-4, UD 2.2.2, etc.,

UD 1.1.2 - Trail Setbacks Land Use Category Residential 25 feet

Fig T- 5A - Setback to private property line greater than 10 feet optimum and 3'-6" feet minimum

UD 1.1.4 - In areas where trail routes are adjacent to private property, security fencing or walls should be no closer to the trail than 3'-6".

Fig T-5A – Clearance 3'-6" minimum for tree, sign or other obstructions

UD 2.2.2: Shared-use trails should be designed as paved two-way paths and should have an optimum width of 12 feet.

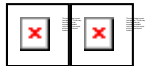
The residents have raised neighborhood concerns specifically about the setbacks and privacy issues to the water district board and the staff since September 2018. In spite of residents' repeatedly raising this issue, I am disappointed to see an inaccurate statement from the District that states that the trail meets the guidelines when it clearly does not. Please correct the inaccurate statement.

I am aware that the District is in the process of developing a trail policy framework. I request the District to not only look at its maintenance operations but also to ensure trail user safety, privacy & security of adjacent residences while developing trails. If you allow just 2 feet setback from residential properties, the district will be setting a wrong precedence by approving a trail that runs too close to homes in a dense suburban neighborhood. **Note that the Regnart Trail affects 82 homes within 3/4th of a mile.**

Hence, I request the Board to not enter into a Joint Use Agreement with the City of Cupertino if you cannot mitigate neighborhood concerns or wait until the trail policy framework is developed by the District that is anticipated to be more definitive than existing guidelines. Please don't approve the trail if does not meet the guidelines. I would also encourage the board members to walk the trail to fully understand the residents concerns before making any decisions.

Thanks,
Ilango Ganga
Cupertino Resident

Attached: Regnart Creek Trail alignment image from Google Maps – Yellow line is the creek alignment of 3/4th of a mile that runs close to 82 homes.



Lisa Bankosh

To: Lisa Bankosh
Subject: FW: Regnart Creek Trail
Attachments: IMG_20190421_110443.jpg; IMG_20190421_110455.jpg; 2019-04-21 (1).jpg

From: Shekar Pasumarthi <shekar@pcweb.com>
Date: April 21, 2019 at 4:59:27 PM PDT
To: <board@valleywater.org>, <mrichardson@valleywater.org>
Subject: Regnart Creek Trail

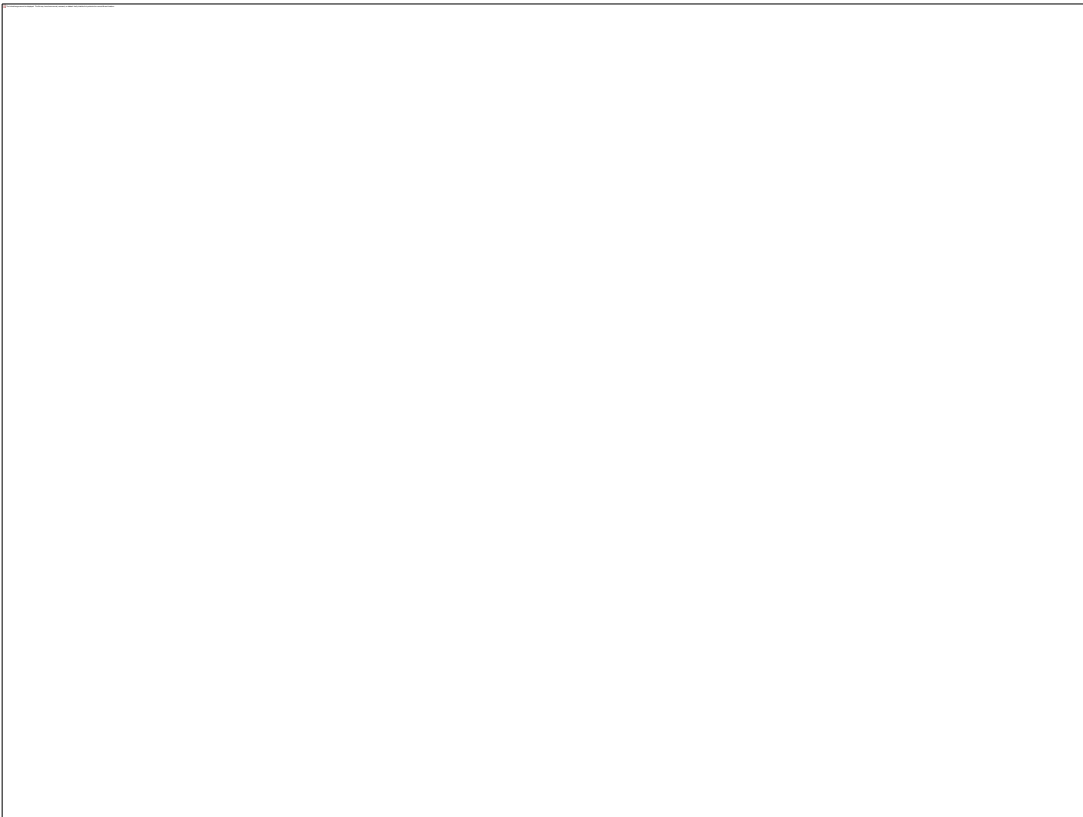
Hello Board,

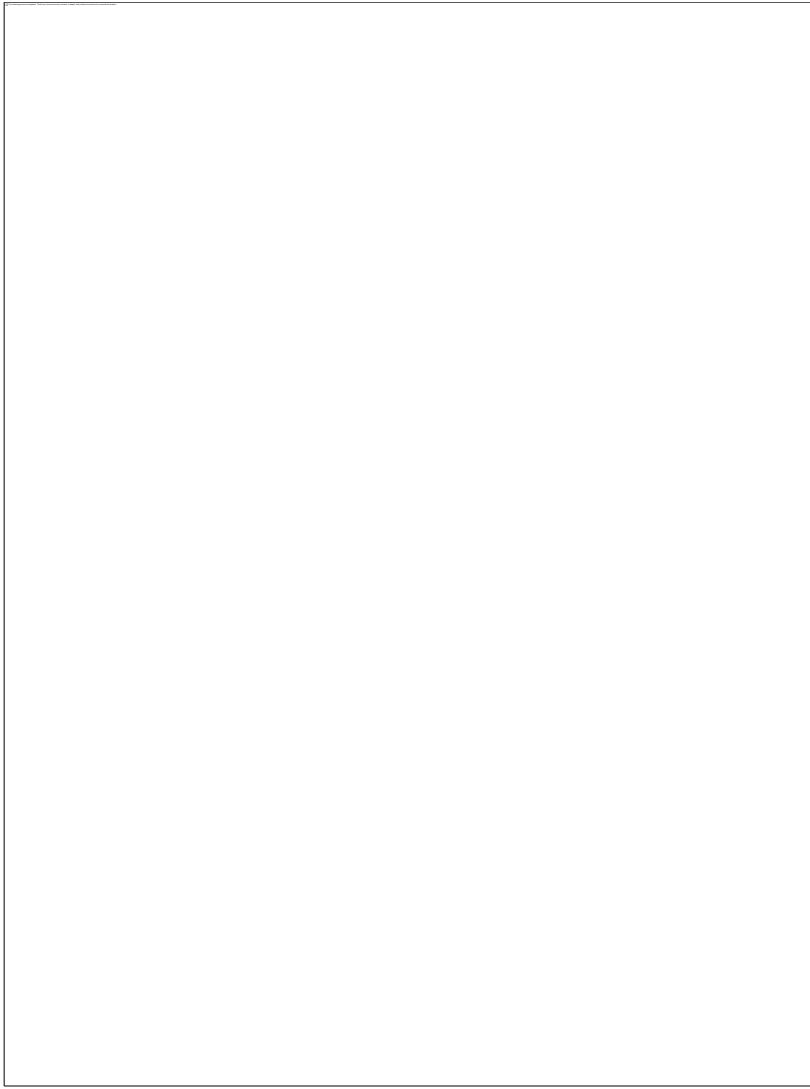
My name is Shekar Pasumarthi and I am a resident of 20192 Rodrigues Ave, Cupertino, CA 95014. My backyard is next to the trail. Here are a few reasons for which I feel it is not an ideal place for the trail.

- Very short one to be spending the money and time
- I have walked the trail and I feel it is very risky trail and to mitigate the risks it would make it very expensive
- It could open to more litigation for people injured for which the board and city would be liable to.
- Others in the city might like it but us neighbors next to compromise the following
 - serenity
 - privacy
 - security
 - In addition the foundation of our house is about 3 feet below the trail.
 - I am 5' 8" and the picture attached shows when I am on the trail From the house I can see almost upto waist. Additionally, there are picture which show that from the trail I can see into the kitchen and backyard. For this we need to keep the windows always covered.

For for the above reasons, I would request the board to strongly oppose the trail proposal. Which will save a lot of time and money for the city, so they can work on alternates instead of spending away precious resources for short trail.

Thanks
Shekar





From: [llango](#)
To: [Melanie Richardson](#); [Usha Chatwani](#); [Nai Hsueh](#)
Cc: [Board of Directors](#)
Subject: Railings 3 inches and 6 inches from Regnart Creek Bank ?
Date: Sunday, April 28, 2019 10:54:33 AM
Attachments: [Regnart Creek SCVWD letter - August 21, 2018 \(1\).pdf](#)

Hi Melanie,

The residents of Cupertino were shown a design (see attached) for the Railings in the community meeting on April 24th. One of your staff from VW was in attendance.

The drawings by HMM showed the railings were located 3 inches from the edge of the creek bank in parts of the trail and railings located 6 inches from edge of the creek bank in other parts of the trail. The drawings did not mention whether railings are removable or permanent. Also, the City staff mentioned, the railings, "may be " or "will be" allowed by VW, however, it was presented in a way that VW would allow railings through out the creek.

Here is an excerpt from the letter (see attached) from VW to the City of Cupertino dated Aug 21st 2018:

" 6) Page 16, Watershed and Creek Conditions: The feasibility study states the channel has no erosion. The information provided appears to have been taken from an outdated report. We have documented erosion or sediment conditions in all reaches of Regnart Creek from East Estates Drive to Pacifica Drive. The banks in these reaches are unstable. As mentioned earlier, the majority of the study area has significant erosion/ damage/ undercutting and minor repairs are needed. There is also a handful of areas where a larger repair is needed."

Here is an excerpt from meeting minutes dated Nov 28, 2017 between VW and City of Cupertino:

<https://www.cupertino.org/home/showdocument?id=23498>

"2. Erosion of the creek has caused incising of the creek bank."

Here is an excerpt from meeting minutes dated Apr 4th, 2018 between VW and City of Cupertino:

"2. SCVWD opposes railing as it restricts maintenance and contributes to bank instability and erosion.

3. Slope instability and susceptibility to erosion increase as bank slopes increase. "

Here is an excerpt from meeting minutes dated Jul 11th 2018 between VW and City of Cupertino:

"Removable split railing is proposed along the edge of the trail, at least 2' from top of bank to allow for SCVWD maintenance and to not contribute to slope failures of creek bank."

Multiple times since November 2017, VW had raised the issue of erosion, creek bank being unstable and slope failures and railings must be at least 2 feet from top of the bank. However the attached design shown on April 24th, 2019 illustrates railings located at 3 inches and 6 inches from edge of the creek bank. How can you even locate 3 inches from an uneven creek bank? Is this a sound engineering practice when this is an upstream creek and the erosion continues due to high flow of water?

Here is an excerpt from Regnart Creek Feasibility Study: *"In the event that creek side railings needs to be temporarily removed to allow SCVWD to perform maintenance work or construction, the City will initiate trail closures and railing removals within 24 hours of notification as to not impede SCVWD from performing work."*

Will the VW have emergency and non emergency notification systems in place to notify the City of Cupertino for emergency trail closures and to remove railings for emergency and routine maintenance. Will the attached design satisfy these needs?

Has the VW reviewed and accepted the attached designs before the consultant presented to the residents of Cupertino? As noted, many issues have been raised by VW since 2017, are all these issues been addressed in the design?

I appreciate your reply in this regard.

Thanks,
Ilango Ganga
Cupertino Resident

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Michele King

From: Katja Irvin <katja.irvin@sbcglobal.net>
Sent: Tuesday, June 04, 2019 10:29 PM
To: Clerk of the Board; Board of Directors; Lisa Bankosh
Cc: James Eggers; Kit Gordon; Shani Kleinhaus; Trish Mulvey; Alice Kaufman; Eileen McLaughlin; Ldrruff Psychology
Subject: June 11 Agenda Item 6.1 Policy Framework and Outreach Plan for Use of Santa Clara Valley Water District Property for Trails
Attachments: NGO Guidance for Trails Near Creeks.docx

Dear Valley Water Board and Staff,

Please find attached a previous letter to the Santa Clara Valley Water District sent by environmental groups regarding trail development and the District's Stream Stewardship mission. As you develop the *Policy Framework for Use of Santa Clara Valley Water District Property for Trails*, we ask that you keep these important points in mind.

Our organizations wish to be involved in the upcoming stakeholder outreach process. Please keep us apprised of any and all opportunities to provide input on the use of District property for trails.

Thank you for your consideration,

Katja Irvin
Conservation Committee Co-chair
Sierra Club Loma Prieta Chapter



COMMITTEE FOR
GREEN FOOTHILLS



Santa Clara Valley Chapter

January 10, 2017

To: Honorable Chair Barbara Keegan and Santa Clara Valley Water District Directors

cc: Sue Tippets, Norma Camacho

Re: Item 6.2: Balancing Trails and Recreational Uses of District Creek Side Property with Stream Stewardship and Flood Protection Missions. 16-0877

Overview

As human population in Santa Clara Valley has increased, greenways and natural habitats for wildlife have substantially decreased. Desire for recreational access to remaining greenways and open spaces has caused further stress on the diminishing quantity and quality of wildlife habitats and animal corridors. Creekside trails pose an especially strong threat to local wildlife because they degrade vital, rare habitat. Community members are, by and large, unaware that their presence in riparian habitats degrades the very asset they value - nature. Riparian wildlife corridors are becoming bike commuter corridors. Furthermore, trail users feed wildlife and feral animals along creeks, exacerbating the conflicts with native wildlife.

With an extensive trail system already in place along most Valley creeks, there is now intense pressure to connect trail segments by installing trails where the remaining riparian space is too narrow to allow sensible development. Trail installation in these areas could require paving the creek bank, squeezing a trail at the top of the bank or even cantilevering the trail over the creek. We are concerned about biological impacts from these projects. As specified in Guidelines and Standards for Land Use Near Streams, "a biological resource assessment will be required for trail routes along streams or creeks." We ask for a public comment period and biological assessments on all new trail proposals along creeks.

Building trails along every reach of our county creeks is **not** compatible with the District's stream stewardship goal to maintain and improve riparian habitats.

We support Staff recommendations and urge District leadership to:

- **Uphold the District's responsibility for stream stewardship as higher priority when considering new trail projects**
- **Protect creeks and riparian habitats from excessive trail development**
- **Minimize the number of new bridges**
- **Advocate for trail alignment outside riparian corridors, not below the top-of-the banks, and not cantilevered over creeks**

- **Limit trails and other development to only one side of a creek**
- **Identify and designate “no trail” habitats as vital refugia**
- **Prohibit lighting of trails along creek corridors**
- **Prohibit night use of trails along creek corridors**
- **Work with municipalities to prevent feeding of wildlife and feral animals along creek corridors**
- **Encourage municipalities to place new trail connectivity away from narrow and highly sensitive creek corridors, using city streets instead**
- **Continue to educate creek trail users and municipalities on the impacts of human activity on biodiversity and species survival**
- **Provide biological assessments to the public before planning and construction of trails and bridges, as required in Guidelines and Standards for Land Use Near Streams**
- **Develop and promote clear policy for trail connectivity based on staff recommendations and inputs from stakeholders**

Discussion & Conclusions

Numerous studies document the negative impacts from the presence and activities of humans on riparian and upland habitats – species abundance, diversity, foraging and nesting opportunities, and predation patterns are all adversely affected. Lighting, commuter cyclists, and increased human presence all negatively impact the ecological value in riparian zones. Climate change ecologists emphasize the importance of maintaining *functional* habitat linkages for species survival; in Santa Clara Valley these linkages occur primarily along riparian corridors.

- Riparian systems are one of the rarest habitat types in North America. About 80% of all animals use riparian resources and habitats at some life stage, and more than 50% of breeding birds nest chiefly in riparian habitats (Krueper 1992).
- Riparian systems, because they provide connectivity between habitats and across elevational zones, will be especially important to allow species to respond and adapt to climate change (Seavy et al. 2009).
- Hiking and bicycling trails correlated with a five-fold decline in the density of native carnivores and a substantial increase in nonnative carnivore species (Reed & Merenlender, 2008).
- A related study suggested that bobcats, in particular, were displaced by the disturbance caused by bikers and hikers (George & Crooks, 2006).
- In a survey of birds in the riparian woodlands of Santa Clara County, it was determined that the number of bird species in a riparian area increased with the distance to the nearest buildings and with the width of undisturbed riparian habitat (Rottenborn, 1995).
- Additional studies provided on request (over 25 studies available)

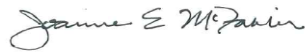
In the past decades, creek side trails were built in riparian habitats along and over almost every creek in the county. Federally endangered steelhead trout, shy bird species, plants and other animals are at increased risk due to human activity in riparian open space. Standard mitigation measures, such as installation of permeable concrete trails, strategic fencing, and planting native plants, have not adequately compensated for the devastating influence of human activity on

wildlife. To truly balance access to trails with wildlife and nature, we must allow the possibility of distancing human activity from creeks and allow some creek sections to exist without trail connections.

Sincerely,



Kit Gordon
Sierra Club



Joanne McFarlin
Senior Ecologist,
Grassroots Ecology



Shani Kleinhaus
Environmental Advocate
Santa Clara Valley Audubon
Society



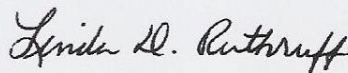
Trish Mulvey
CLEAN South Bay



Alice Kaufman
Legislative Advocate, Committee for
Green Foothills



Eileen McLaughlin
Board Member, Citizens
Committee to Complete the
Refuge



Linda Ruthruff
Conservation Chair, California
Native Plant Society, Santa Clara
Valley Chapter



Santa Clara Valley Water District

File No.: 19-0400

Agenda Date: 6/11/2019

Item No.: 6.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Amendment No. 1 to Agreement No. A4088A with Ghirardelli Associates, Inc., to Increase the Not-to-Exceed Fee and Extend the Term of Agreement for Construction Management Services for the Watersheds Asset Rehabilitation Program, Project No. 62084001.

RECOMMENDATION:

Approve Amendment No. 1 to Agreement No. A4088A with Ghirardelli Associates, Inc., for Construction Management Services for the Watersheds Asset Rehabilitation Program to:

- i. Increase the compensation limit by \$150,000, resulting in a revised total not-to-exceed amount of \$1,376,227; and
- ii. Extend the term of Agreement No. A4088A to December 31, 2020.

SUMMARY:

The purpose of the Watersheds Asset Rehabilitation Program (Program) is to reduce the backlog of Operations and Maintenance (O&M) Division's projects that are identified for restoration of creeks by undertaking erosion repair of existing creeks and levee banks and removal of sediments to maintain design flow capacity. By repairing and maintaining creeks and levee banks, the potential for failure is reduced, water quality impact is minimized due to reduced erosion, and the life cycle of the facilities can be extended or realized. The Program helps to maintain the integrity of existing flood protection facilities.

On July 11, 2017, the Board approved Agreement No. A4088A (Agreement) with Ghirardelli Associates, Inc. (Consultant) for the not-to-exceed amount of \$1,226,227. The Consultant provides construction management (CM) services for five Santa Clara Valley Water District (Valley Water) projects described in the Program. Two of the five projects are stream erosion repair projects and the other three projects are levee erosion repair projects. For all projects, the main scope is to restore each of the facilities to as-built conditions.

To date, construction of four of the five projects have been completed. Amendment No. 1 to this Agreement will increase the not-to-exceed fee by \$150,000 to extend the Agreement level of services required to adequately provide CM services for construction of the remaining Uvas Creek Phase 1 and Phase 2 Projects.

Program Background

The Program was established as a means to plan, design, and construct Watersheds O&M projects. Implementation of projects within the Program is in addition to the routine O&M projects that are designed and constructed by in-house O&M staff during each Stream Maintenance Program season, which occurs from mid-June to as late as November.

This Program was initiated to reduce the backlog of prioritized O&M projects. Work performed pursuant to this Program supplements erosion repair and animal conflict repair work that is normally performed by O&M staff. Identified sites can change from year to year depending on winter storms, associated higher stream flows, and the potential for increased erosion. The scope of work, in general, includes the following items, all facets of which are to maintain and restore the creek channel capacities:

- a. Bank erosion repair for levees and embankments due to rodents/burrowing animals;
- b. Geomorphic channel restoration with bed and bank repair; and
- c. Sediment removal.

Basis for Amendment Recommendation

The Agreement requires the Consultant to provide CM services for five Valley Water projects, including 1) El Camino Storm Drain Erosion Repair Project, 2) Uvas Creek Levee Erosion Repair Project (Uvas Creek Project), 3) Coyote Creek Levee Erosion Repair Project Downstream of Highway 237, 4) Coyote Creek Levee Erosion Repair Project Upstream of Highway 237, and 5) Stevens Creek Erosion Repair Project (Stevens Creek Project).

The original scope of work (SOW) of the Consultant is to perform CM services for the Uvas Creek Project in one phase. However, construction for the Uvas Creek Project is being performed in two separate phases. Similarly, construction for the Stevens Creek Project was performed in two separate phases, compared to one phase described in the original SOW. This increases the level of effort required for CM services beyond the original intent of the Agreement.

Implementation of the Stevens Creek Project was planned to be performed in one phase for permanent repair. However, the Stevens Creek Project was performed in two phases, due to an emergency repair in 2017, followed by the permanent repair in 2018. On August 18, 2017, the CEO declared that the failed condition of the maintenance Access/Trail road and bank condition along Stevens Creek constituted an emergency pursuant to California Public Contract Code section 22050. In November 2017, Valley Water completed emergency bank erosion repairs downstream of Stevens Creek from El Camino Real to mitigate additional erosion damages until a permanent fix could be completed the following year in 2018. The permanent repair for the Stevens Creek Project was initiated on April 2018 and completed on November 2018. Valley Water utilized the Consultant CM services for both emergency and permanent repairs. City of Mountain View reimbursed Valley Water for \$350,678.88 for the trail repair on February 16, 2019. Valley Water staff has submitted a reimbursement request to FEMA and Cal-OES for up to 93% of the total cost of \$2,578,099.21 for both emergency and permanent repairs for the Stevens Creek Project.

Implementation of the Uvas Creek Project was planned to be performed in one phase to repair the inboard and outboard levee slopes in the same construction contract. However, a delay in regulatory permit acquisition for the inboard side of the levee caused the construction of the project to be performed in two phases, one for the outboard phase in 2018-19 (Phase 1) and another for the inboard phase in 2019 (Phase 2).

Although CEQA approval for the inboard and outboard levee slopes (both phases) are covered under the Santa Clara Valley Habitat Plan (VHP), California Department of Fish and Wildlife (CDFW) is claiming jurisdictional rights to the inboard side of the levee (Phase 2) and has required Valley Water to obtain a Streambed Alteration Agreement (SAA). To remain in good faith with project construction schedule and expectations originally conveyed to City of Gilroy and the public, Valley Water pursued implementing advanced construction work for the outboard side of the levee (Phase 1), while staff is coordinating with CDFW to obtain the SAA for Phase 2.

Amendment No. 1 will allow the Consultant to continue to provide CM services for the completion of the existing Uvas Creek outboard levee repair and the upcoming Uvas Creek inboard levee repair. In the future, new full-time employees (FTEs) at Valley Water will provide CM services for the upcoming San Tomas Aquino Creek Erosion Repair Project and other projects. At this stage of the project, the project team believes that it would be more cost-effective to have the Consultant continue to provide CM services for the Uvas Creek levee repairs rather than have new staff learn and provide CM services for this project.

Consultant Work Performed to Date

The CM services Agreement with Consultant for the Program includes the following tasks:

- Task 1 - Project Management
- Task 2 - Preconstruction Services
- Task 3 - Construction Contract Management -
Documentation and Coordination
- Task 4 - Construction Contract Management -
Change Management and Administration
- Task 5 - Inspections, Special and Specialty Inspections
- Task 6 - Safety Management
- Task 7 - Training, Testing, Start-up, and Commissioning [NOT USED]
- Task 8 - Claims and Disputes Management
- Task 9 - Acceptance and Close-Out
- Task 10 - Supplemental Services

To date, budgets for Tasks 1 through Task 6 have been fully expended. There is \$38,700 remaining for Task 8, \$32,700 for Task 9 and \$254,400 for Task 10 to complete the construction of Phase 1 in September 2019.

To continue CM services for the Program, Amendment No. 1 will allocate additional funds to Tasks 3 and 5. With the addition of \$150,000 and remaining money in other tasks, adequate CM services will

be provided for completion of Phase 1 and Phase 2 Uvas Creek Projects.

Amendment No. 1 Additional Scope of Services

Staff recommends amending the Agreement to increase the fees for CM documentation/coordination and inspections, and to extend the Agreement term to allow sufficient time to perform the additional services.

The proposed amount for Amendment No. 1 is \$150,000 and the tasks are summarized below:

1. Additional CM documentation/coordination for Task 3: \$60,000
2. Additional inspections for Task 5: \$90,000

Board approval is recommended so that the Consultant can perform the above-described services for the duration of the construction. The current not-to-exceed fee for this Agreement is \$1,226,227. Approval of this proposed amendment would increase the not-to-exceed fee to \$1,376,227.

The current Agreement with the Consultant expires on January 31, 2020. Staff's recommendation is to extend the term of the Agreement to December 31, 2020 to provide CM services for all project phases in the Program.

A summary of the tasks and fees for the proposed amendment is presented in Table 1.

Table 1 - Summary of Tasks and Fees for Amendment No. 1

Task	Description	Original Agreement	Amendment No. 1	Total
1	Project Management	\$20,000	-	\$20,000
2	Preconstruction Services	\$30,000	-	\$30,000
3	Construction Contract Management-Documents and Coordination	\$200,000	\$60,000	\$260,000
4	Construction Contract Management-Change Management and Administration	\$120,000	-	\$120,000
5	Inspections, Special and Specialty Inspections	\$503,191	\$90,000	\$593,191
6	Safety Management	\$20,000	-	\$20,000
7	Training, Testing, Start-up, and Commissioning-NOT USED	-	-	-
8	Claims and Disputes Management	\$40,000	-	\$40,000
9	Acceptance and Close-Out	\$32,720	-	\$32,720

10	Supplemental Services	\$260,316	-	\$260,316
Total Not-to-Exceed Fees		\$1,226,227	\$150,000	\$1,376,227

FINANCIAL IMPACT:

Amendment No. 1 to Agreement No. A4088A with Ghirardelli Associates, Inc., for CM services for the Watersheds Asset Rehabilitation Program will increase the not-to-exceed fee by \$150,000 from \$1,226,227 to \$1,376,227. There are adequate funds in the Project's FY 2019 Board-Approved Budget to encumber the requested additional funds.

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: Agreement

UNCLASSIFIED MANAGER:

Ngoc Nguyen, 408-630-2632

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**AMENDMENT NO. 1 TO AGREEMENT A4088A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GHIRARDELLI ASSOCIATES, INC.**

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 A4088A (Agreement) dated July 11, 2017 between SANTA CLARA VALLEY WATER DISTRICT (District) and GHIRARDELLI ASSOCIATES, INC. (Consultant), a company incorporated in the State of California, individually the Party or collectively the Parties.

WHEREAS, Consultant is currently performing construction management services for the District's Watersheds Asset Rehabilitation Program (Program), which includes the El Camino Storm Drain Erosion Repair Project, Uvas Creek Levee Erosion Repair Project, Coyote Creek Levee Erosion Repair Project Downstream of Highway 237, Coyote Creek Levee Erosion Repair Project Upstream of Highway 237, and Stevens Creek Erosion Repair Project; and

WHEREAS, implementation of the Stevens Creek Erosion Repair Project was planned to be performed in one phase, however, due to a necessary emergency repair in 2017 and the permanent repair completed in 2018, construction of the project was performed in two phases, which increased the level of effort for construction management services; and

WHEREAS, implementation of the Uvas Creek Levee Erosion Repair Project was planned to be performed in one phase, however, a delay in regulatory permit acquisition caused the construction of the project to be performed in two phases, which increases the level of effort for construction management services for the outboard phase in 2018-19 and the inboard phase in 2019; and

WHEREAS, the Parties desire to extend the term of the Agreement to provide sufficient time for Consultant to complete all required tasks; increase the Total Not-To-Exceed fee to provide funds for Consultant to perform construction management services through construction completion of all projects in the Program; and to amend the Agreement to incorporate administrative changes; and

WHEREAS, the Agreement currently expires on January 31, 2020; and

WHEREAS, the Parties desire to extend the term of the Agreement to allow Consultant to perform construction management services through construction completion of all projects in the Program.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and notwithstanding anything to the contrary in the Agreement, the District and Consultant hereby agree to amend the Agreement as follows:

1. STANDARD CONSULTANT AGREEMENT, SECTION TWELVE, MISCELLANEOUS PROVISIONS, subsection 20. Appendices. is amended to state:

“20. Appendices. The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One – Additional Legal Terms (Unchanged)
Appendix Two – Dispute Resolution (Unchanged)

**AMENDMENT NO. 1 TO AGREEMENT A4088A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GHIRARDELLI ASSOCIATES, INC.**

Revised Appendix Three – Task Order Template (Revised)
Revised Appendix Four – Insurance Requirements (Revised)”

2. STANDARD CONSULTANT AGREEMENT, SECTION TWELVE, MISCELLANEOUS PROVISIONS, subsection 21. Schedule(s) and Attachments. is amended to state:

“21. Schedule(s) and Attachments. Schedule Construction Management (CM) Scope of Services, and the following Attachments are incorporated herein by this reference as though set for in full:

Revised Attachment One to Revised Schedule CM – Fees and Payments (Revised)
Revised Attachment Two to Revised Schedule CM – Schedule of Completion (Revised)
Attachment Three to Revised Schedule CM – Consultant’s Key Staff and Subconsultants (Unchanged)
Attachment Four to Revised Schedule CM – Reference Materials (Unchanged)”
3. Appendix Three to the Standard Consultant Agreement, Task Order Template is amended as stated in Revised Appendix Three to the Revised Standard Consultant Agreement, Task Order Template, attached hereto and incorporated herein by reference.
4. Appendix Four to the Standard Consultant Agreement, Insurance Requirements is amended as stated in Revised Appendix Four to the Revised Standard Consultant Agreement, Insurance Requirements, attached hereto and incorporated herein by reference.
5. Schedule CM (Construction Management) Scope of Services, Section 7. Attachments. is amended to state:

“7. Attachments. The following listed Attachments are incorporated herein by this reference as though set forth in full:

Revised Attachment One to Revised Schedule CM – Fees and Payments (Revised)
Revised Attachment Two to Revised Schedule CM – Schedule of Completion (Revised)
Attachment Three to Revised Schedule CM – Consultant’s Key Staff and Subconsultants (Unchanged)
Attachment Four to Revised Schedule CM – Reference Materials (Unchanged)”
6. Attachment One to Schedule CM, Fees and Payments, is amended as stated in Revised Attachment One to Revised Schedule CM, Fees and Payments, attached hereto and incorporated herein by this reference.

**AMENDMENT NO. 1 TO AGREEMENT A4088A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GHIRARDELLI ASSOCIATES, INC.**

7. Attachment Two Schedule CM, Schedule of Completion is amended as stated in Revised Attachment Two to Revised Schedule CM, Schedule of Completion, attached hereto and incorporated herein by this reference.
8. All other terms and conditions of Agreement A4088A, not amended herein, remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4088A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
District

GHIRARDELLI ASSOCIATES, INC.
Consultant

By: _____
Linda J. LeZotte
Chair, Board of Directors

By: _____
Randall Bruner
President/CEO

Date: _____

Date: _____

ATTEST:

Firm Address:
2055 Gateway Place, Suite 470
San Jose, CA 95110

Michele L. King, CMC
Clerk, Board of Directors

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**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED APPENDIX THREE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
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, Section Twelve, subsection 13., Task Orders, and the issuance of a Notice to Proceed by the District Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to the District.
 - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification.
 - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees.
 - D. 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 Attachment One to Revised Schedule CM, 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 will become effective on the date of full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].

**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED APPENDIX THREE TO THE
REVISED STANDARD CONSULTANT AGREEMENT
TASK ORDER TEMPLATE**

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 the Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
 - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

NAME OF CONSULTANT FIRM
[PRINT NAME]
[PRINT TITLE]

DATE

Signature:

SANTA CLARA VALLEY WATER DISTRICT
[PRINT NAME]
[PRINT TITLE]

DATE

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**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED APPENDIX FOUR TO THE
REVISED STANDARD CONSULTANT AGREEMENT
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.

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 **Insurance.Certificates@valleywater.org**.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4781**

IMPORTANT: The agreement or CAS number must be included.

**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED APPENDIX FOUR TO THE
REVISED STANDARD CONSULTANT AGREEMENT
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:

Insurance.Certificates@valleywater.org

2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4781**

IMPORTANT: The agreement or CAS number must be included.

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

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**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED APPENDIX FOUR TO THE
REVISED STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

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. If coverage is claims-made:
 - 1) Certificate of Insurance shall clearly state that the coverage is claims-made.
 - 2) Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - 3) Policy must allow for reporting of circumstances or incidents that might give rise to future claims.

**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED APPENDIX FOUR TO THE
REVISED STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

- 4) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

GENERAL REQUIREMENTS

With respect to all coverages noted above, the following additional requirements apply:

- 1. Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement pursuant to a written agreement between the Consultant and 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. Editions dated 07/04 are not acceptable.
- 2. Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
- 3. Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
- 4. Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
- 5. Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED APPENDIX FOUR TO THE
REVISED STANDARD CONSULTANT AGREEMENT
INSURANCE REQUIREMENTS**

- 6. Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work.
- 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. 1 TO AGREEMENT A4088A
REVISED APPENDIX FOUR TO THE
REVISED STANDARD CONSULTANT AGREEMENT
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)	

Appendix IV ConsultantGL2AL2PL5_rev. 10.23.18

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**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED ATTACHMENT ONE
TO REVISED SCHEDULE CM
FEES AND PAYMENTS**

1. Total Authorized Funding.

Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of **\$1,376,227** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown.

The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed or fees paid by the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Revised Schedule CM, Scope of Services.

3. Terms and Conditions.

Payments for services performed, as defined in this attached Schedule, which applies to the specific Services, will be based on the following terms:

- A. The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. The stated hourly and unit rates listed in the Hourly/Unit Rate Table are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the Effective Date of this Agreement, 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 Effective 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 3.0% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Supply Division Deputy Operating Officer.

C. Reimbursable Expenses

- 1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by the District Project Manager will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that

**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED ATTACHMENT ONE
TO REVISED SCHEDULE CM
FEES AND PAYMENTS**

the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.

2. Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
3. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

4. Additional Fees and Payments Language.

For staff with rates exceeding \$250.00 per hour, the Consultant shall obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

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**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED ATTACHMENT ONE
TO REVISED SCHEDULE CM
FEES AND PAYMENTS**

COST BREAKDOWN

Task	Description	Original Agreement	Amendment No. 1	Total
1	Project Management	\$20,000	-	\$20,000
2	Preconstruction Services	\$30,000	-	\$30,000
3	Construction Contract Management—Documentation and Coordination	\$200,000	\$60,000	\$260,000
4	Construction Contract Management—Change Management and Administration	\$120,000	-	\$120,000
5	Inspections, Special and Specialty Inspections	\$503,191	\$90,000	\$593,191
6	Safety Management	\$20,000	-	\$20,000
7	Training, Testing, Start-up, and Commissioning—NOT USED	-	-	-
8	Claims and Disputes Management	\$40,000	-	\$40,000
9	Acceptance and Close-Out	\$32,720	-	\$32,720
10	Supplemental Services	\$260,316	-	\$260,316
Total Not-to-Exceed Fees		\$1,226,227	\$150,000	\$1,376,227

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**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED ATTACHMENT ONE
TO REVISED SCHEDULE CM
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF TITLES	ORIGINAL EFFECTIVE 7/11/2017	ADMINISTRATIVE CHANGE EFFECTIVE 6/1/2018	AMENDMENT NO. 1 EFFECTIVE 7/11/2019
Consultant: Ghirardelli Associates, Inc.			
Resident Engineer	\$190.00	\$195.70	\$201.57
Construction Inspector - Straight Time	\$156.74	\$161.44	\$166.28
Construction Inspector - Overtime	\$190.76	\$196.48	\$202.37
Construction Inspector - Double Time	\$224.78	\$231.52	\$238.47
Scheduler	\$225.00	\$231.75	\$238.70
Subconsultant: BSK Associates			
Group I Special Inspector - Straight Time	\$133.43	\$137.43	\$141.55
Group I Special Inspector - Overtime	\$155.21	\$159.87	\$164.67
Group I Special Inspector - Double Time	\$176.99	\$182.30	\$187.77
Group 2 Special Inspector - Straight Time	\$127.30	\$131.12	\$135.05
Group 2 Special Inspector - Overtime	\$148.08	\$152.52	\$157.10
Group 2 Special Inspector - Double Time	\$168.86	\$173.93	\$179.15
Group 3 Engineering Technician - Straight Time	\$108.50	\$111.76	\$115.11
Group 3 Engineering Technician - Overtime	\$126.21	\$130.00	\$133.90
Group 3 Engineering Technician - Double Time	\$143.92	\$148.24	\$152.69
Group 4 Engineering Technician - Straight Time	\$92.47	\$95.24	\$98.10
Group 4 Engineering Technician - Overtime	\$107.57	\$110.80	\$114.12
Group 4 Engineering Technician - Double Time	\$122.66	\$126.34	\$130.13
Project Manager - Straight Time	\$150.21	\$154.72	\$159.36
Project Manager - Overtime	\$174.73	\$179.97	\$185.37
Project Manager - Double Time	\$199.25	\$205.23	\$211.39
Senior Materials Engineer - Straight Time	\$161.98	\$166.84	\$171.85
Senior Materials Engineer - Overtime	\$188.42	\$194.07	\$199.89
Senior Materials Engineer - Double Time	\$214.86	\$221.31	\$227.95

**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED ATTACHMENT ONE
TO REVISED SCHEDULE CM
FEES AND PAYMENTS**

CLASSIFICATION/STAFF TITLES	ORIGINAL EFFECTIVE 7/11/2017	ADMINISTRATIVE CHANGE EFFECTIVE 6/1/2018	AMENDMENT NO. 1 EFFECTIVE 7/11/2019
Administrative Assistant - Straight Time	\$64.63	\$66.57	\$68.57
Administrative Assistant - Overtime	\$75.18	\$77.44	\$79.76
Administrative Assistant - Double Time	\$85.73	\$88.30	\$90.95
Subconsultant: Keish Environmental			
Sr. Environmental Engineer - Straight Time	\$231.00	\$237.93	\$245.07
Sr. Environmental Engineer - Overtime	\$286.00	\$294.58	\$303.42
Sr. Environmental Engineer - Double Time	\$341.00	\$351.23	\$361.77
Environmental Inspector - Straight Time	\$92.40	\$95.17	\$98.03
Environmental Inspector - Overtime	\$114.40	\$117.83	\$121.36
Environmental Inspector - Double Time	\$136.40	\$140.49	\$144.70
Jr. SWPPP Inspector/QSP-in-training - Straight Time	\$80.85	\$83.28	\$85.78
Jr. SWPPP Inspector/QSP-in-training - Overtime	\$100.10	\$103.10	\$106.19
Jr. SWPPP Inspector/QSP-in-training - Double Time	\$119.35	\$122.93	\$126.62

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**AMENDMENT NO. 1 TO AGREEMENT A4088A
REVISED ATTACHMENT TWO
TO SCHEDULE CM
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on December 31, 2020, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
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 and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Preconstruction Services	Duration of Agreement
3	Construction Contract Management— Documentation and Coordination	Duration of Agreement
4	Construction Contract Management—Change Management and Administration	Duration of Agreement
5	Inspections, Special and Specialty Inspections	Duration of Agreement
6	Safety Management	Duration of Agreement
7	Training, Testing, Start-up, and Commissioning—NOT USED	-----
8	Claims and Disputes Management	Duration of Agreement
9	Acceptance and Close-Out	Duration of Agreement
10	Supplemental Services	Duration of Agreement

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Santa Clara Valley Water District

File No.: 19-0567

Agenda Date: 6/11/2019

Item No.: 7.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Recommendations on Federal Legislation: H.R. 2473 (Harder) - Securing Access for the Central Valley and Enhancing (SAVE) Water Resources Act; and Other Legislation That May Require Urgent Consideration for a Position by the Board.

RECOMMENDATION:

Adopt a position of "Support and Amend" on H.R. 2473 (Harder) - Securing Access for the Central Valley and Enhancing (SAVE) Water Resources Act.

SUMMARY:

H.R. 2473 (Harder) - Securing Access for the central Valley and Enhancing (SAVE) Water Resources Act

Recommendation: Support and Amend

Priority: 1

This bill is an effort to address the continued need for new water supply and improved water infrastructure in California and throughout the arid West. With the Water Infrastructure Improvements for the Nation (WIIN) Act expiring in 2021 and much of the funding having already been exhausted, this bill would extend some of the WIIN Act provisions and authorize new funding. Specifically, the bill includes new funding for WIIN Act storage projects and Title XVI water recycling and desalination projects; requires an evaluation of potential groundwater storage and recharge opportunities; and creates a new Reclamation Infrastructure Finance and Innovation Pilot (RIFIA) Program modeled after the Water Infrastructure Finance and Innovation Act (WIFIA) Program to finance large wastewater, drinking water, and other water resources infrastructure projects.

Status:

The bill was introduced on May 2, 2019, and was referred to the House Committee on Natural Resources. Among the cosponsors is Rep. Jimmy Panetta (D-CA-20).

Proposed Amendments:

In order to better promote the interests of Santa Clara County residents, Valley Water recommends the following amendments to the bill:

1. Include language that will automatically enable State-led projects (defined under Sec. 4007 of the WIIN Act) that have been funded through a competitive process and have received some

minimum amount in state funds (e.g., \$200 million) to become automatically eligible to receive WIIN Act funding. This would create a clear path for the Pacheco Reservoir Expansion Project (Pacheco Project) to access WIIN Act funding.

2. Increase the amount of funding authorized for new surface or groundwater storage projects above \$100 million.
3. Under the RIFIA Pilot Program, strike the provision in current law that automatically imposes a senior lien - a lien that has repayment priority over other liens - on pledged revenues and/or assets in the event of default leading to bankruptcy, insolvency, or liquidation. At a minimum, Valley Water suggests including a clause to enable a waiver under certain circumstances. Existing financing rules prohibit Valley Water from providing a senior lien; thus, borrowing under the RIFIA Program could create a legal problem if Valley Water were to default on the loan.
4. Amend the list of projects for which Reclamation must expedite the feasibility studies to include the Pacheco Project and the Pacheco Alternative under the San Luis Low Point Improvement Project.

Importance to Valley Water:

This bill would authorize new funding for water storage and recycling projects, both of which are important Valley Water priorities that would benefit the residents of Santa Clara County by improving our resilience to drought. While the bill does not, as written, identify a clear path to funding for the Pacheco Project, it does include additional WIIN Act storage and recycled water funding, as well as a new RIFIA pilot program, all of which Valley Water could potentially access to fund our water supply projects. Staff recommends supporting the bill and proposing the aforementioned amendments to improve its value to the people and environment in Santa Clara County.

Pros:

- Includes the “San Luis Reservoir” among the list of projects for which Reclamation would be required to complete the feasibility study. This could be interpreted to include both the Pacheco Reservoir Expansion Project and the San Luis Low Point Improvement Project.
- Includes the entirety of H.R. 1162, the Water Recycling Investment and Improvement Act authored by California Representative Napolitano, which includes much-needed funding (\$500 million) for Title XVI recycled water projects under the WIIN Act, strikes the requirement that projects must be named in appropriations bills, and makes the WIIN Act Title XVI program permanent (it is currently set to expire in 2021). The Board previously adopted a position of “Support” on H.R. 1162.
- Includes new funding for WIIN Act storage projects (\$100 million). As Congress has already appropriated all prior authorized appropriations for these projects, the significant unmet demand demonstrates the need for new funds.
- Includes a new RIFIA Pilot Program modeled after the WIFIA Program to provide low-interest loans solely for large water supply projects in Reclamation states, plus Alaska and Hawaii.

Cons:

- Does not, as written, include a clear path forward for the Pacheco Reservoir Expansion Project:
 - Does not identify a path for the Pacheco Project to access WIIN Act funding; and
 - Does not, as currently written, specifically include the Pacheco Reservoir Expansion Project or the San Luis Low Point Improvement Project in the list of projects for which Reclamation would be required to complete the feasibility studies. Without specification, Reclamation could interpret the language as not requiring expedited feasibility studies for those two projects.
- As written, the level of funding for new water storage projects (\$100 million) is insufficient to meet demand.
- As written, the RIFIA section does not amend the springing lien provision under current law that imposes a senior lien on pledged revenues and/or assets in the event of default leading to bankruptcy, insolvency, or liquidation.

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:

Rachael Gibson, 408-630-2884

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Santa Clara Valley Water District

File No.: 19-0531

Agenda Date: 6/11/2019

Item No.: 8.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Resolution Establishing Appropriations Limit for Fiscal Year 2019-20.

RECOMMENDATION:

- A. Select the cost-of-living factor to establish the Santa Clara Valley Water District's Appropriations Limit; and
- B. Adopt the Resolution ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2019-20.

SUMMARY:

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

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

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

For fiscal year (FY) 2019-20 the percentage change over the prior year in population for Santa Clara County is 0.33% and the percentage change in the California per capita personal income is 3.85%. The FY 2019-20 Appropriations Limit is \$160,192,290 as set forth in the attached Resolution along with the comparison to the FY 2019-20 proceeds of taxes to demonstrate that Valley Water is expected to be within the FY 2019-20 Appropriations Limit by \$127,015,990.

In accordance with Government Code Section 7910, the documentation used in calculating the FY2019-20 annual Appropriation Limit was made available for public review at least 15 days prior to

the meeting date, by posting a copy at the Valley Water Headquarters Building, 5700 Almaden Expressway, San Jose, CA.

FINANCIAL IMPACT:

By adopting the resolution, Valley Water will have complied with SAL and set its FY 2019-20 appropriations limit at \$160,192,290.

CEQA:

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

ATTACHMENTS:

Attachment 1: Resolution

UNCLASSIFIED MANAGER:

Darin Taylor, 408-630-3068

**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 19-

ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2019-20

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

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

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

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

NOW, THEREFORE BE IT RESOLVED that the Appropriations Limit for Fiscal Year 2019-20 is hereby established at \$160,192,290 by applying the percentage change in California per capita personal income of 3.85 percent and, the Santa Clara County population percentage change over prior year of 0.33 percent as shown on Exhibit A. This limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution.

BE IT FURTHER RESOLVED that any judicial action or proceeding to attack, review, set aside, void, or annul the Fiscal Year 2019-20 Appropriations Limit established by this resolution shall be commenced within forty-five (45) days from the date of this resolution in accordance with Section 7910(b) of the Government Code.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on June 11, 2019:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

LINDA J. LEZOTTE
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors

EXHIBIT A COVERSHEET

FISCAL YEAR 2019-20 APPROPRIATIONS LIMIT ON THE PROCEEDS OF TAXES

No. of Pages: 1

Exhibit Attachments: None

EXHIBIT A
Santa Clara Valley
Water District
Fiscal Year 2019-20
Appropriations Limit on the Proceeds of Taxes *

	FY 2018-19 Appropriations Limit	Ratio of Change	FY 2019-20** Appropriations Limit	FY 2019-20 Budgeted Proceeds of Taxes	Amount Under/(Over) Limit
Watershed & Stream Stewardship	\$153,750,158	1.0419	\$160,192,290	\$33,176,300	\$127,015,990

Article XIII B of the California Constitution specifies that local jurisdictions may select either the percentage change in California per capita personal Income or the percentage change in the local assessment roll due to the addition of local non-residential new construction. The percentage change in the California per capita personal income has been selected by Valley Water and is 3.85%.

The population percentage change minus exclusions as reported by the State Department of Finance and prepared pursuant to Government Code Section 7901 (b) is calculated for Santa Clara County for the period from January 1, 2018 to January 1, 2019 to be used in setting the Appropriations Limit for Fiscal Year 2019-20. That change is 0.33%.

Per Capita Personal Income:	3.85%	converted to a factor	= 1.0385
Population: (Santa Clara County)	0.33%	converted to a factor	= <u>1.0033</u>
	Ratio of Change:	(1.0385 x 1.0033)	= 1.0419

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

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

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