

**BOARD OF DIRECTORS
SAN BENITO COUNTY WATER DISTRICT**

Agenda for

October 17, 2024

Special Meeting – 5:00 p.m.

30 Mansfield Road, Hollister, CA 95023

Speakers will be limited to 5 minutes to address the Board

Assistance for those with disabilities:

If you have a disability and need accommodation to participate in the meeting, please call Barbara Mauro, Executive Assistant/Board Clerk, at (831) 637-8218, 48 hours prior to meeting for assistance so the necessary arrangements can be made.

Effective at the April 27, 2022, The Board of Directors is now allowing the public to attend in person at all meetings of the San Benito County Water District Board. We will also continue to offer the meeting via Zoom as well. Regarding virtual participation, members of the public are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Board President.

ZOOM LINK

<https://us06web.zoom.us/j/87112121029?pwd=DYvKCphmng1m85qb8bJMqGGhIBv7Q.1>

Meeting ID

871 1212 1029

Passcode:

166178

Dial Only:

Dial by your location

- +1 669 444 9171 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
 - +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
 - +1 253 205 0468 US
 - +1 305 224 1968 US
 - +1 309 205 3325 US

If you plan to participate in the meeting and need assistance, please call
Barbara Mauro, Executive Assistant/Board Clerk, at (831) 637-8218, 48 hours prior to meeting.

CALL TO ORDER

- a. Pledge of Allegiance to the Flag
- b. Roll Call
- c. Speakers will be limited to 5 minutes to address the Board

AGENDA ITEMS:

1. Discuss and Consider Bond Financing for the Accelerated Drought Response Project (ADRoP) and Approve the following Resolutions necessary for the Bond Financing:
 - a) Resolution Directing Staff to Initiate the Process of Financing Capital Improvements to the Water System
 - b) Resolution Authoring and Directing the Execution of a Joint Exercise of Powers Agreement by and between San Benito County Water District and the California Statewide Communities Development Authority to form the San Benito County Water District Financing Authority
 - c) Resolution Declaring Intention to Reimburse Expenditures from proceeds of Tax-Exempt Obligations
2. Discuss and Consider Approval of Contract with HDR for the Accelerated Drought Response Project (ADRoP), Amendment 27, Amended Scope 2 and Authorize General Manager to sign contract
3. Discuss and Consider Approval of Contract with HDR for Engineering Services during construction related to the West Hills Treatment Plant Expansion Project and Authorize General Manager to sign contract
4. Discuss and Consider Adopting Organizational Chart
5. Discuss and Consider Resolution Authorizing Assistant General Manager to Act on Behalf of the District When the General Manager is Unavailable
6. Discuss and Consider Directing Interim General Manager to Fill the Vacant Position of Assistant General Manager

ADJOURNMENT

<p>All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 30 Mansfield Road, Hollister, California.</p>

**BOARD OF DIRECTORS
SAN BENITO COUNTY WATER DISTRICT**

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 1

Meeting Date: October 17, 2024

Submitted By: Brett Miller

Presented By: Brett Miller

Agenda Title: Discuss and Consider Bond Financing for the Accelerated Drought Response Project (ADRoP) and Approve the following Resolutions necessary for the Bond Financing:

- a) Resolution Directing Staff to Initiate the Process of Financing Capital Improvements to the Water System
- b) Resolution Authoring and Directing the Execution of a Joint Exercise of Powers Agreement by and between San Benito County Water District and the California Statewide Communities Development Authority to form the San Benito County Water District Financing Authority
- c) Resolution Declaring Intention to Reimburse Expenditures from proceeds of Tax-Exempt Obligations

Detailed Description:

Adopt the Resolution approving a joint exercise of powers agreement forming the San Benito County Water District Financing Authority.

Background

In connection with the possibility of financing water system improvements via a long-term publicly-offered financing mechanism, the District's financing team (NHA Advisors, LLC, as municipal advisor, Jones Hall, as bond counsel and Stifel Nicolaus as underwriter) have advised there is a market preference for water revenue bonds, rather than certificates of participation, that should result in lower borrowing costs to the District. In order to issue revenue bonds, the District needs to form a "joint exercise of powers authority" ("JPA") under the California Government Code, and the District has approached the California Statewide Communities Development Authority ("CSCDA") to act as the other party to a joint exercise of powers agreement forming the San Benito County Water District Financing Authority.

By creating the Authority, the District will have an entity that can issue revenue bonds for financings.

Creating the Authority requires the adoption of the attached resolution by the Board of Directors of the District.

The governing board of CSCDA has already approved the agreement, such that upon approval by the Board of Directors of the District, the San Benito County Water District Financing Authority will be formed. Final steps include filing certain documents with the California Secretary of State's office. The District's bond counsel, Jones Hall, has prepared the joint exercise of powers agreement and will handle the Secretary of State filings.

Resolution Declaring Intention to Reimburse Expenditures from proceeds of Tax-Exempt Obligations.

The District needs to comply with certain IRS requirements in order for obligations or another form of District obligation to be issued tax-exempt. The IRS allows an issuer to use the proceeds of its issuance to reimburse expenditures made prior to the time the obligations are issued, but only so long as the District expresses an intent to do so prior to the actual issuance.

A reimbursement resolution is the required expression of intent and is needed if the District will want to use obligation proceeds to reimburse itself for costs it actually pays prior to the issuance of obligations. It then can use the obligation proceeds to reimburse itself for costs of the project paid up to 60 days prior to the date the resolution is adopted, subject to certain limitations, the main one being: reimbursement (obligation issuance) must occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date on which the project is placed in service, but in no event more than 3 years after the expenditure was paid.

In order to reimburse from proceeds of the proposed tax-exempt obligations, the District has been advised by its bond counsel that the Board should adopt a resolution indicating the District's intent to so reimburse. There is no consequence to the District if obligations are ultimately not issued.

The proposed resolution meets the IRS requirement enabling the reimbursement for prior expenditures. The reimbursement will be only from proceeds of the obligations and is not a general obligation of the District.

Prior Committee or Board Action:

Finance Committee Meeting October 16, 2024

Financial Impact: X Yes No

Funding Source/ Recap:

Staff anticipates any legal costs or other costs associated with creating San Benito County Water District Financing Authority will be made a part of the energy improvements financing.

Recommendation:

Approve Bond Issuance, Bond Team, and creating the JPA with California Statewide Communities Development Authority

Action Required: _____ Resolution _____ Motion _____ Review

Board Action

_____ Resolution No. ____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

RESOLUTION NO. 2024-36

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
DIRECTING STAFF TO INITIATE THE PROCESS OF
FINANCING CAPITAL IMPROVEMENTS
TO THE WATER SYSTEM**

WHEREAS, the San Benito County Water District (the “District”) owns and operates a system for the supply, treatment and distribution of water within the service area of the District (the “Water System”); and

WHEREAS, the District desires to finance improvements to the Water System; and

WHEREAS, the Board of Directors of the District desires to authorize District staff to move forward with hiring professionals needed to facilitate the financing of the improvements to the District’s Water System; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District as follows:

1. Financing Professionals. In connection with desired financing, the Board hereby affirms the engagement of NHA Advisors, LLC as municipal advisor to the District. The Board hereby approves, authorizes and ratifies the engagement of Stifel Nicolaus & Co. as underwriter to the District, and Jones Hall, A Professional Law Corporation as bond / disclosure counsel to the District, on such terms as the District’s General Manager deems appropriate, including as to payment of fees and expenses to the municipal advisor, the underwriter and bond / disclosure counsel that such payment shall be contingent on the successful closing of the financing and shall be paid from the proceeds thereof.

2. Official Actions. The General Manager is hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions which are deemed necessary or advisable in order to consummate any of the actions contemplated by this resolution.

3. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District at a special meeting, this 17th day of October, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 2024-37

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
AUTHORIZING AND DIRECTING THE EXECUTION OF A JOINT EXERCISE OF
POWERS AGREEMENT BY AND BETWEEN THE SAN BENITO COUNTY WATER
DISTRICT AND THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT
AUTHORITY TO FORM THE SAN BENITO COUNTY WATER DISTRICT
FINANCING AUTHORITY**

WHEREAS, under the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with section 6500) of the California Government Code (the “JPA Act”), a number of California cities, counties and special districts, entered into a joint exercise of powers agreement pursuant to which California Statewide Communities Development Authority (“CSCDA”) was organized; and

WHEREAS, CSCDA, acting pursuant to the JPA Act, may enter into a joint exercise of powers agreement with one or more public agencies pursuant to which such contracting parties may jointly exercise any power common to them and to exercise additional powers granted under the JPA Act; and

WHEREAS, CSCDA and the San Benito County Water District (the “District”) desire to create and establish the San Benito County Water District Financing Authority (the “Authority”) pursuant to the JPA Act; and

WHEREAS, there has been presented to this meeting a proposed form of Joint Exercise of Powers Agreement (the “Authority Agreement”), by and between CSCDA and the District, which creates and establishes the Authority; and

WHEREAS, under California law and the Authority Agreement, the Authority will be a public entity separate and apart from the parties to the Authority Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of CSCDA, the District or any representative of the District serving on the governing body of the Authority or as an officer of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District as follows:

1. Direction to Facilitate Financings. The Board of Directors hereby approves the Authority Agreement in substantially the form on file with the Board Secretary, together with any changes therein or additions thereto approved by the General Manager, Administrative Services Director, or any of their designees (each, an “Authorized Officer”). The Authorized Officers are hereby authorized and directed for and in the name and on behalf of the District to execute the final form of the Authority Agreement, and the Board Secretary is hereby authorized and directed to attest to the final form of the Authority Agreement. Execution of the Authority Agreement by

an Authorized Officer shall be conclusive evidence of the approval of any changes therein or additions thereto by an Authorized Officer.

2. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District at a special meeting, this 17th day of October, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Barbara L. Mauro
Board Secretary

APPROVED:

Andrew Shelton, President

JOINT EXERCISE OF POWERS AGREEMENT

by and between

the SAN BENITO COUNTY WATER DISTRICT

and

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

creating the

SAN BENITO COUNTY WATER DISTRICT FINANCING AUTHORITY

Dated as of _____ 1, 2024

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated as of _____, 1, 2024, by and between the SAN BENITO COUNTY WATER DISTRICT, a special district organized and existing under and by virtue of the laws of the State of California (the "District"), and CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California ("CSCDA").

DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act") authorizes the District and CSCDA to create a joint exercise of powers entity which has the power to exercise any powers common to the District and CSCDA and to exercise additional powers granted to it under the Act. This Agreement creates such an agency, which shall be known as the "San Benito County Water District Financing Authority" (the "Authority") for the purposes and to exercise the powers described herein.

B. The District is authorized to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to the California Water Code and other laws of the State of California.

C. CSCDA is authorized to buy, sell and lease property and to issue bonds, expend bond proceeds, and borrow and loan money for any of its corporate purposes pursuant to the Act and an Amended and Restated Joint Exercise of Powers Agreement forming the California Statewide Communities Development Authority, dated as of June 1, 1998, as amended, by and among the cities, counties, districts and other political subdivisions that are parties to that agreement.

D. Article 4 of the Act (known as the "Marks-Roos Local Bond Pooling Act of 1985") authorizes and empowers the Authority to issue bonds and to purchase bonds issued by, or to make loans to, the District or CSCDA for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the District or CSCDA. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

"Act" means Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.

"Authority" means the San Benito County Water District Financing Authority created by this Agreement.

In addition, as required by Section 53051 of the California Government Code, within 70 days after the effective date of this Agreement, the Authority shall file with the Secretary of State on a form prescribed by the Secretary of State and also with the County Clerk of Contra Costa County, a statement of the following facts: (1) the full, legal name of the Authority, (2) the official mailing address of the Board, (3) the name and residence or business address of each member of the Board, and (4) the name, title, and residence or business address of the Chair and Secretary of the Authority, and within 10 days after any change in the facts required to be stated pursuant to the foregoing, an amended statement containing such information shall be filed with the Secretary of State on a form prescribed by the Secretary of State and also with the County Clerk of Contra Costa County.

(b) *Governing Board.* The Authority shall be administered by the Board which shall consist of the members of the SBCWD Board. The term of office as a member of the Board shall terminate when such member of the Board ceases to hold his or her respective seat on the SBCWD Board, and the successor to such seat on the SBCWD Board shall automatically become a member of the Board upon assuming such office.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board determines that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

(c) *Meetings of Board.*

(1) Time and Place. Initially, the Board shall conduct regular meetings on the same date, at the same time and at the same location as the regular meetings of the SBCWD Board. Such regular meetings may occur either during or after the regular meetings of the SBCWD Board, but may not commence earlier than the starting time for the regular meetings of the SBCWD Board. The time and place for holding regular meetings may be changed at any time by resolution of the Board. If the Secretary does not post an agenda for a regular meeting pursuant to the Brown Act, then such failure to post shall be deemed to be a determination by the Chair that no items required discussion and, therefore, that the regular meeting has been cancelled, except as otherwise provided in the Brown Act. The Board may hold special meetings at any time and from time to time in accordance with law.

(2) Legal Notice. All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act.

(3) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Members.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(d) *Officers; Duties; Bonds.*

(1) The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer. The Chair shall be the person serving as the President of the

Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(7) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.

(8) The Members hereby confirm their intent and agree that, as provided in Section 4(A) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the District or CSCDA, and they do not intend by the following sentence to impair this provision. Notwithstanding Section 4(A) hereof and the Act, the District and the Authority shall indemnify, defend and hold harmless CSCDA and each of CSCDA's officers, directors, employees, attorneys, Commission members and agents from and against any and all costs, expenses, losses, claims, damages and liabilities directly or indirectly arising out of or in connection with the activities of the Authority, including but not limited to any transaction or series of transactions undertaken by or for the benefit of the District. CSCDA may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by the District. The Authority and the District shall be jointly and severally liable for any indemnity obligation owed to CSCDA or any other indemnified party under this paragraph. Notwithstanding the provisions of section 895.6 of the California Government Code, the District shall not have any right to contribution from CSCDA. This paragraph (8) shall survive the termination of this Agreement.

(9) In any event, the Authority or the District shall cause all records regarding the Authority's formation, existence, operations, any Obligations issued or incurred by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any Obligations issued or incurred by the Authority, whichever is later.

Section 5. Powers. The Authority shall have any and all powers which are common powers of the Members, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Members or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers which are specifically prohibited to the Authority by applicable law. Except as otherwise set forth herein as permitted by law, the Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the District.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue bonds or otherwise incur debts, liabilities or Obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Obligations.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

Indenture(s). The Obligations shall not constitute a debt, liability or obligation of the State or any public agency thereof, including any Member, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including the Members, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Obligations nor shall the State or any public agency or instrumentality thereof, including the Members, in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Obligation or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority or any Member, in his or her individual capacity and no director or officer of the Authority executing a Obligation shall be liable personally on such Obligation or be subject to any personal liability or accountability by reason of the issuance of such Obligation.

Section 11. Agreement not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the District and CSCDA, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Accounts and Reports.

(a) *Books and Records*. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Obligations (to the extent such duties are not assigned to a trustee for owners of Obligations). The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

(b) *Indentures*. The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 12.

(c) *Audits*. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 12, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(d) *Audit Reports*. The Treasurer of the Authority, as soon as practicable after the close of each Fiscal Year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to this Section 12 as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. Funds. Subject to the provisions of each Indenture for outstanding Obligations providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority

Section 20. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 21. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by the Members at any time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Obligations or documents related to any Obligations to which the Authority is a party.

Section 22. Form of Approvals. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of CSCDA, by resolution duly adopted by the Commission of CSCDA, and, in the case of the District, by resolution duly adopted by the SBCWD Board, and, in the case of the Authority, by resolution duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 23. Waiver of Personal Liability. No member, officer, employee, attorney, agent, and, with respect to CSCDA, Commission member, of the Authority, the District or CSCDA shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the District shall defend such members, officers, employees, attorneys, agents, or, with respect to CSCDA, Commission member, against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no member, officer, employee, attorney, agent, or, with respect to CSCDA, Commission member, of the Authority or of any Member shall be personally liable on any Obligations or be subject to any personal liability or accountability by reason of the issuance of Obligations pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 24. Notices. Notices to the District hereunder shall be sufficient if delivered to the General Manager of the District, and notices to CSCDA hereunder shall be sufficient if delivered to CSCDA staff.

Section 25. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 26. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers or officials thereunto duly authorized.

SAN BENITO COUNTY WATER DISTRICT

By _____
General Manager

Attest:

Board Secretary

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By: _____
Authorized Signatory

[Joint Exercise of Powers Agreement - San Benito County Water District Financing Authority]

RESOLUTION NO. 2024-38

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BENITO COUNTY WATER DISTRICT DECLARING INTENTION TO REIMBURSE EXPENDITURES FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS

WHEREAS, the San Benito County Water District (the “District”) owns and operates a system for the supply, treatment and distribution of water within the service area of the District (the “Water System”) and the District wishes to finance capital improvements to the Water System (the “Project”); and

WHEREAS, in order to provide funds to finance the Project, the District will authorize the issuance of an Installment Sale Agreement or other obligation in an aggregate principal amount of approximately \$30,000,000 (the “Obligation”); and

WHEREAS, in order to use the proceeds of the Obligation to reimburse advances made by the District for the Project before the date of issuance of the Obligation, but not more than 60 days before the date of adoption of this Resolution, Section 1.150-2 of the United States Income Tax Regulations (the “Regulations”) requires that Board of Directors of the District (the “Board”) declare its intention to reimburse such advances from the proceeds of the Obligation; and

WHEREAS, it is in the public interest and for the public benefit that the District declare its official intent to reimburse the expenditures referenced herein to implement the financing plan for the Project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District as follows:

1. Declaration of Intent. The Board hereby declares that it reasonably expects to use a portion of the proceeds of the Obligation to reimburse expenditures made by the District for the Project before the date of issuance of the Obligation, and not more than 60 days before the date of adoption of this Resolution. The District anticipates that the Obligation will be issued in an aggregate principal amount which is sufficient to raise funds for the Project in the approximate amount of \$30,000,000.

2. Purposes. The adoption of this resolution shall be solely for the purposes of complying with the Regulations and evidencing the intention of this Board to reimburse certain expenditures from the proceeds of the Obligation, if and when issued, and shall not be deemed a final approval of all or any part of the Project or a final commitment on the part of the District to issue any or all of the Obligation.

3. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

ATTEST:

APPROVED:

Barbara L. Mauro
Board Secretary

Andrew Shelton, President



Agenda

Item

2



October 3, 2024

Mr. Jeffrey Cattaneo, PE
General Manager
San Benito County Water District
P.O. Box 30
30 Mansfield Road
Hollister, CA 95024

RE: Accelerated Drought Response Project, Amendment 27, Amended Scope 2

Dear Mr. Cattaneo:

HDR values the opportunity to work with the San Benito County Water District (District) to advance the design of the District's Accelerated Drought Response Project (ADRoP). In the last 21 months since Notice-to-Proceed in February 2023, the ADRoP project has incurred some scope changes at the request of the District. Also, at the direction of the District, HDR has continued work on ADRoP to advance the ASR well and pipeline preliminary design, the West Hills Water Treatment Plant (WHWTP) expansion design, and the project's environmental documentation.

We prepared the attached amended scope to document the changes incurred (Tasks 12 through 19). The amended scope also includes a few new tasks based on recent discussions:

- Task 20 – San Juan Bautista Pipeline
- Task 21 – Governance Support
- Task 22 – As-Needed Additional Engineering Support.

The amended scope also includes the following tables to summarize the amendment fee:

- Table 1 – Amendment Summary (includes current budget status through August 2024)
- Table 2 – Detailed cost breakdown, divided into three tables based on when the costs were invoiced or will be incurred:
 - Table 2A – Costs invoiced from October thru December 2023.
 - Table 2B – Costs invoiced from January through June 2024.
 - Table 2C – Costs invoiced or will be invoiced from June 2024 through May 2025.



San Benito County Water District

Amended Scope of Services 2

Accelerated Drought Response Project, Amendment 27 October 3, 2024

Since the completion of June 2023 Preliminary Design Report (PDR), an alternative wellfield location, south of the City of Hollister distribution system, was identified. This location had the potential to require less infrastructure and capital cost, so a series of investigations that would eventually lead to a new PDR of Aquifer Storage and Recovery (ASR) wells and pipelines were done. During these investigations, design of West Hills Water Treatment Plant Expansion (WHWTP) proceeded as originally scheduled.

In October 2023, the following scope additions and modifications were anticipated and submitted to the District for advancement of the Accelerated Drought Response project's (ADRoP) southern wells alternative:

- Aid the District in ongoing efforts to evaluate the suitability of an alternative ASR wellfield at the southern location. HDR will perform a water quality analysis based on existing well water quality information and future samples from exploratory boring. This task will also cover geochemical analysis of the samples collected from the exploratory boring.
- Perform an environmental constraints analysis to identify key environmental issues, including biological and cultural resources, for the alternative wellfield southern location.
- Develop surge protection system final design documents for the WHWTP.
- Perform clearwell alternatives evaluation to determine appropriate location and type of Clearwell at the WHWTP. (This evaluation was completed during preliminary design).
- Conceptual design update including the new ASR well locations and pipeline at southern wells location.

In early 2024, the District reaffirmed that the well site near Fallon Road was the preferred alternative due to fatal flaws identified by Todd Groundwater (under separate contract to the District) associated with the inability to recover injected water due groundwater velocities in the area of the southern site.

The additional scope of work associated with the evaluation of the south site, changes associated with the WHWTP expansion, updating the Basis of Design Report for the Fallon Road site, as well as scope to support continued coordination with USBR, NEPA support, stakeholder outreach, and project management are described below.



This analysis will evaluate impacts on the aquifer and support project permitting by analyzing potential adverse effects on drinking water. The State of California Division of Drinking Water (DDW) will require this information as part of the ASR general permit.

Deliverables: Included under task 14 – New ASR Wells Conceptual Design TM

Task 13 – Alternative Well Location Environmental Constraint Analysis (Completed)

Task 13.1 – Biological Resources Analysis

HDR will perform a desktop analysis to investigate threatened, endangered, or otherwise sensitive or protected species in the alternative wellfield location using the U.S. Fish and Wildlife Service species list and California Natural Diversity Database.

- **Southern-Well Alternative Environmental Investigations (completed).**
This task is a retroactive addition to Task 13. HDR continued environmental investigations for the Southern-Well alternative. HDR staff conducted three days of fieldwork to verify and document biological and cultural constraints. A Geographical Information System (GIS) database was set up to facilitate this effort. One draft biological field report and one draft cultural field report were submitted to the District.
- **Southern-Well Preliminary Design (completed).**
HDR continued to advance the preliminary design of the Southern-Well alternative after submitting the Conceptual Design TM on April 4, 2024. The project team visited the potential well sites, discussed site-specific challenges with the District staff, coordinated site limits with the County Park designer and the City's Fire Department, and developed building elevations for the District and County's uses.

Deliverables: Included under Task 13.3.

Task 13.2 – Cultural Resources Analysis

HDR will conduct a Sacred Lands File search with the Native American Heritage Commission (NAHC) to identify interested tribes in the area.

Deliverables: Included under Task 13.3.

Task 13.3 – Environmental Constraints Analysis

HDR will perform a desktop analysis based on the California Environmental Quality Act (CEQA) Guidelines Appendix G Environmental Checklist. The analysis will identify the environmental constraints for each resource area from the CEQA Guidelines Appendix G Environmental Checklist, including a summary of biological resources and cultural resources.

A Draft Environmental Constraints Analysis TM will be submitted to the District for review and finalized per District comments. It is assumed that District comments will be provided within two weeks of the Draft TM submittal.

Assumptions

1. No updates to the site plan, chemical addition system or civil/site design for the ASR wells. This will be performed as part of future preliminary design.
2. No updates on determination of isolation valves, air release valves on the piping
3. No CAD drawings will be developed as part of the conceptual design. PDF figures will be generated to show the location of the new wells and the pipe route from the existing distribution system to the wells.
4. No updates will be made to the hydraulic modeling plan.

This effort was stopped on April 15, 2024, at the request of the District based on the decision to move the ASR wells to the Northern location.

Detailed Scope of Services for Additional West Hills WTP Evaluation

A detailed description of additional scope for Tasks 15 and 16 is provided below.

Task 15 – WHWTP Electrical Surge Protection Design Package

HDR will assist the District in adding electrical surge protection devices (SPD) at the WHWTP.

Task 15.1 – Electrical SPD Design Documents (Completed)

HDR will prepare final design documents to add SPD at the WHWTP. Surge protection devices will be added at four locations:

- Main switchgear
- Mechanical room 480VAC Panel
- Mechanical room 208 VAC Panel
- Administration Building 208VAC panel

HDR will also coordinate with PG&E to check if SPD can be added at the utility service level. HDR's electrical engineer will visit the WTP to assess existing conditions and determine improvements required. HDR will prepare design drawings and technical specifications for the detailed design. The following drawings are anticipated:

- Cover sheet and Index
- Symbols and Legend
- Site Plan
- Main Switchboard Elevation
- MCC Elevation
- 480V Panel Board Elevation
- 208V Panel Board Elevation
- Wiring Diagram
- Installation Details.

6. Clearwell P&ID

The fee credited will be efforts towards 90%, and 100% design deliverables.

Detailed Scope of Services for Return of ASR Wellfield Back to Fallon Road (original location)

The challenges related to the southern well alternative resulted in the District's decision to relocate the wellfield back to its original location (near Fallon Road) on the north side of the City of Hollister.

A detailed description of tasks associated with the relocation of wellfield back to the north and updating of the concept design and preliminary design report are provided below.

Task 19 – Northern Well Conceptual Design Update and Revised Basis of Design Report (BDR)

Task 19.1 – Hydraulic Re-Evaluations (completed/underway)

Since the relocation back to Fallon Road, the District and HDR recognize that the previous hydraulic evaluations of the Northern-Well concept checked project performances against overly stringent criteria, such as peak-hour demands, which led to implications of significant additional infrastructure updates, the re-evaluation will adjust the number of ASR wells in active operation to reduce system impacts and infrastructure upgrades required. The impacts will be checked against average-day demands and maximum-day-demand to bookend the ranges of system impacts to inform the next phase of design and future operation.

This additional scope includes evaluation of the ASR operation in recovery mode (from ASR wells to the City of Hollister's distribution system). The previous evaluations focused only on operation in recharge mode (from WHWTP to the ASR wells). The recharge mode evaluation will consider impacts from Phase 1 operation and the ASR future Phase 2 operation. The additional scope includes coordination with the City of Hollister.

Deliverables:

1. TM summarizing re-evaluation results from the Wallace Group.

Assumptions:

1. Since the northern wells are located away from Fallon Road, additional hydraulic model updates are required beyond the work performed under task 2.6. The additional modeling updates evaluated minimum size for lateral pipes (feeding wells under recharge conditions).
2. Wallace Group proposal to perform the revised hydraulic model scenarios for the Northern Wells is \$15,000.
3. An allowance of \$10,000 is included for the recovery mode evaluation.
4. The recovery mode evaluation will be based on HDR's understanding of the District's anticipated ASR operations.

alignments for the lateral piping from the transmission main (in Fallon Road) to the new well site locations.

Deliverables:

1. The engineering design basemap for the expanded project area, potholing plan, and other task results will be incorporated into the design.

Assumptions:

1. The District will lead the efforts related to access and permits related to field investigation.

EXPANDED UTILITY DOCUMENTATION, ROW, PROPERTY, AND UTILITY RESEARCH

HDR will expand utility research and documentation efforts to align with the latest project boundary using the same method as the original scope.

SURVEY (BY SUBCONSULTANT)

HDR will expand the sub consultant's scope of work to include the expanded project area.

FIELD EVALUATION OF EXISTING UTILITIES (BY SUBCONSULTANT)

HDR will expand the sub consultant's scope; up to three additional potholes will be needed to verify potential utility conflicts.

Task 19.4 – Geochemical Analysis on Northern Well Exploratory Borehole

HDR has been participating in coordination meetings with Todd Groundwater and the District coordinate evaluations of the Northern ASR wells (locations, water quality, well design and development, etc.). As part of this effort, Todd Groundwater performed an exploratory borehole investigation near Fallon Road to assess the nature and thickness of coarse-grained aquifer units in the area, including water quality, and the aquifer's suitability for ASR operations. Todd Groundwater also performed modeling of the ASR operations in the Fallon Road area to understand the potential migration of injected water and its recovery.

Based on recommendations from Todd Groundwater's northern exploratory borehole investigation, they recommended additional geochemical analysis for the northern area. HDR will perform geochemical modeling using water quality information gathered by Todd Groundwater from the northern area's exploratory borehole. This additional geochemical evaluation will assess the following:

- Simulate impacts on native groundwater quality, such as the adsorption of elements from the introduction of treated surface water.
- Simulate changes to the stored recharge water (treated surface water) by exposing it to native groundwater and soil, such as the release of metals.

This analysis will evaluate impacts on the aquifer and support project permitting by analyzing potential adverse effects on drinking water. The State of California Division of Drinking Water (DDW) will require this information as part of the ASR general permit.

Deliverables: Included under Task 19 final BDR.

Task 8.1 – DDW and RWQCB Permitting – Additional Coordination and Preliminary Operations Plan

Based on recommendations from Todd Groundwater and HDR's experience on recent ASR projects, HDR recommends conducting additional coordination meetings with Todd Groundwater to prepare for a pre-application meeting with DDW and RWQCB. During the pre-application meeting, HDR will review the planned ASR well sites and preliminary operations plan. HDR anticipates that Todd Groundwater will present their exploratory borehole report and proposed approach to construct and develop the ASR wells.

ASR Preliminary Operations Plan Development. HDR recommends preparing a preliminary Operations Plan to facilitate discussions with the RWQCB and DDW. The ASR well Operational Plan will document how the recharge and recovery operations will be adjusted and optimized. The plan will summarize the anticipated operating scenarios to optimize storage of available surface treated water during wet years and the recovery of stored groundwater during extended drought conditions. The Operations Plan is typically prepared to be included in the Final DDW Drinking Water Supply permit after construction is completed.

DDW Domestic Water Supply Permit. HDR will participate with Todd Groundwater in progress meetings with DDW during the final design phase. HDR will contact DDW to schedule meetings and prepare agenda and minutes. Recently submitted design drawings will be submitted to DDW for preliminary review and feedback, which will be addressed in the subsequent design submittal.

RWQCB ASR General Permit. HDR will also participate with Todd Groundwater in progress meetings during the final design phase, especially since no ASR well pilot testing was previously performed. HDR will contact RWQCB to schedule meetings and prepare agenda and minutes. HDR will also coordinate with Todd Groundwater as they develop the technical report required by the ASR General Permit.

RWQCB WDR. The Northern ASR wells were located to be near an existing drainage ditch that runs north and south from the intersection of Fallon Road and Scagliotti Road. For the final ASR well design, the well backwash will be piped to discharge into this existing drainage ditch. Two outfalls into the ditch will be designed: one for north of Fallon Road and one south of Fallon Road. HDR will coordinate with the RWQCB during the final design and will prepare the application (for the District's submittal) to obtain a Waste Discharge Requirement (WDR) permit for waste discharge to land.

Deliverables:

1. Meeting minutes and agenda.
2. WDR permit application.

Assumptions:

1. For the DDW Domestic Water Supply Permit and RWQCB ASR General Permit, the amendment budget and scope are based on:

Deliverables:

1. Revised 30% design drawings in PDF format

Assumptions:

1. HDR will follow the previously considered alignment considered in the January 2022 submittal.
2. District will provide available requested data regarding WHWTP driveway construction drawings.
3. No additional survey and geotechnical investigations will be performed for the alignment under this proposal.

Subtask 20.2 Final Design Package – (To be added to WTP Expansion Package)

Detailed design drawings will build upon subtask 20.1 30% design and addressing District comments on the 30% design. The approach for the final design is summarized below:

- Due to the limited schedule for the final design development, HDR proposes preparing Draft and Final 100% design packages including drawings, specifications, and Opinion of Probable Construction Costs (OPCC).
- Key elements of the Draft 100% design will be presented in a in progress review meeting with District.
- The Final 100% design will address the District's review comments and will be prepared for stamp/signing and inclusion into the WHWTP expansion project.

Drawings will be prepared in AutoCAD 2D utilizing industry standard scales, in English engineering units. The drawing list will be based on recommendations from the 30% design validation. The proposed budget is based on developing a total of 12 drawings, which is similar to the January 2022 design submittal's sheet list.

Specifications will be prepared in Construction Specifications Institute (CSI) format using Microsoft Word. The budget for this subtask assumes that HDR's master specifications will be used as a basis for the technical provisions and will be edited to reflect specific project requirements for Divisions 01 through Division 46.

HDR will prepare an updated OPCC (building upon the OPCC included in the 2021 BODR) for the scoped alignment and based on the draft 100% design submittal. The OPCC will be updated based on the final 100% design submittal.

Task 21– Governance Support

HDR has been supporting the District with the Water Supply and Treatment Program for over a decade. To foster continued progress during the final design phase of the ADRoP Phase 1 work, HDR proposes to continue supporting the District in working collaboratively with MOU Parties (City of Hollister, Sunnyslope County Water District, San Juan Bautista, San Benito County), including communication and meetings with the Management Committee, Governance Committee, and presentations to their respective elected bodies.

The draft project description will also provide a general description of the proposed project's technical, environmental, and construction aspects, including construction sequencing, and will include information regarding the project schedule and adequate evidence to assess the proposed project's potential impacts on the environment. HDR will submit the draft project description electronically to the District for review. HDR will revise the draft project description to incorporate the District's comments and will prepare a final project description.

HDR will develop a joint NEPA/CEQA project description if a joint effort is supported by the NEPA lead agency. The final project description will be included in the Admin Draft CEQA Initial Study and NEPA Environmental Assessment (IS/EA). Up to three meetings with the District and Reclamation are included to develop and finalize the draft project description, including goals and objectives, and purpose and need. It is assumed this information will be used for public scoping effort.

In addition, up to three project alternatives (including one No Action/No Project alternative) selected by the District will be carried through the IS/EA assessment. HDR will prepare a draft environmental alternatives section for those alternatives to be carried forward in NEPA/CEQA documentation. The environmental alternatives analysis will include a description and map for each alternative, findings from technical studies and assessments, alternative's ability to meet project goals and need, and a comparison between alternatives' effects on the environment, including substantive adverse effects and benefits.

Deliverables:

1. Microsoft Word and PDF copy of draft project description and environmental alternatives analysis for review and comments by the District. Final documentation with comments addressed will be incorporated into the IS/EA.

SUBTASK 7.1.4 ADMINISTRATIVE DRAFT IS/EA

The project (new pipelines, five wells, increase at WHWTP to 6.75 MGD) will be assessed at a project level of detail

HDR will use the CEQA Guidelines Appendix G Environmental Checklist as a basis to structure the IS/EA, including preparation of a Mitigated Negative Declaration stating that an EIR is not required, and that mitigation measures necessary to reduce significant impacts to a less than significant level have been incorporated into the project. As required, separate findings to comply with CEQA and NEPA will be included by resource area. Necessary Best Management Practices (BMPs), avoidance strategies, and/or other mitigation strategies to be incorporated into the project to reduce effects below CEQA thresholds of significance will be proposed in the IS/EA following District review and approval.

For each resource, resource record searches, analyses, modeling and survey findings will be summarized and incorporated into the Administrative Draft IS/EA. Records may be attached as appendices to the main document. The primary technical studies that will support design, and the NEPA/CEQA and permitting processes, are outlined below under Subtasks 4.2 and 4.3 In addition, Air Quality and Greenhouse Gas emissions modeling will be required to meet both NEPA and CEQA requirements. Limited noise and/or transportation studies may also be

Due to the uncertainties associated with the level of effort needed to respond to comments, HDR has provided a contingency estimate of 160 hours for this effort. HDR assumes no changes to the project description, technical analyses, or substantial modifications will be necessary for preparation of the Administrative Final IS/EA. It is also assumed that preparation of an EIR/EIS will not be required due to the public and agency comments received. HDR will submit the Administrative Final IS/EA electronically to the District and Reclamation for review. HDR will revise the Administrative Final IS/EA/IS/EA. HDR will submit the Final IS/EA electronically to the District and Reclamation for approval.

Assuming that the project is approved by the District, HDR will finalize the Mitigated Negative Declaration and prepare a Notice of Determination (NOD) and document and prepare for the District Board to adopt the Mitigated Negative Declaration (MND). HDR will submit the MND and NOD to the District for review and signature.

As required under CEQA, and upon receipt of the fully executed MND from the District, HDR will assist the District with filing the MND and NOD, with the San Benito County Clerk and the State Clearinghouse through CEQAnet. The California Department of Fish and Wildlife (CDFW) filing fees for adoption of an EIR/EIS must accompany the NOD when filing it with the San Benito County Clerk and will be the responsibility of the District. Filing of the NOD must be completed within five days following approval/certification by the District Board.

Once the NOD is filed with the San Benito County Clerk and the CDFW filing fees are paid, HDR will submit the NOD, receipt of acceptance of the NOD by the San Benito County Clerk, and receipt of payment of the CDFW filing fees to the State Clearinghouse on CEQAnet for compliance with CEQA. HDR assumes that the District will be responsible for paying filing fees.

It is anticipated that Reclamation will file the NEPA documentation in compliance with CEQ regulatory guidelines.

Deliverables:

1. Microsoft Word and PDF copies of Administrative Final IS/EA, Final IS/EA, and MMRP for review and approval by the District and Reclamation, as appropriate; PDF copy of the executed NOD/MND package to District and filing of documentation with CEQAnet; and PDF copy of IS/EA.

Assumptions:

1. HDR is not responsible for additional CEQA or NEPA documentation except as detailed above.
2. Scope includes cultural and biological studies as outlined in Sections 4.2 and 4.3. Air quality and greenhouse gas emissions modeling will be required and is included in scope/fee for up to 60 hours of effort; noise and traffic studies are included in scope with a limit of 40 hours of effort for each. No other studies, modeling, or surveys are included in this scope of work outside of what is listed in scope. Specifically, it is assumed that no formal Hazards Phase I study will be conducted as part of this scope.
3. Results of geotechnical, utility, hydrologic/hydraulic and other engineering studies, performed by HDR or other District consultants, will be used in development of EIR/EIS,

- Endangered Species Act (ESA) Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS)
- California Department of Fish and Wildlife (CDFW) 2081 Incidental Take Permit
- Fish and Game Code Section 1602 Lake and Streambed Alteration Agreement (1602 permit)

In support of permitting, HDR will conduct a biological resources assessment, as well as an aquatic resources delineation to support the CEQA/NEPA and environmental permitting efforts.

SUBTASK 7.2.1 BIOLOGICAL RESOURCES ASSESSMENT

HDR will conduct a biological resources assessment to inventory botanical, fish, and wildlife species and sensitive habitats that may be affected by the proposed project. The initial phase of the assessment will involve a desktop analysis of the project site, including both those areas that will be assessed at a project-level of detail, and those areas where construction could occur as part of future phases of expansion, which will be assessed under this scope at a programmatic level of detail. A separate memo of desktop findings and constraints will be drafted for the programmatic features that would be included in EIR/EIS; level of detail will be dependent on available information on potential future siting of future expansion. During this phase, applicable data from the U.S. Geological Survey, NMFS, USFWS, CDFW, California Native Plant Society, and other publicly available data will be reviewed, compiled, and analyzed. These data will then be used to develop preliminary delineations of onsite land uses, and further refine special-status species with the potential to occur in the project vicinity.

The second phase of the assessment will be to conduct thorough field surveys of the project area for those features to be considered at a project-level of detail. These surveys serve to ground-truth and refine data collected during the desktop analysis. Data collected during field surveys result in the description and mapping of land use patterns on and adjacent to the project, and the identification and classification of the suitability of those land uses to be inhabited by special-status species. These data will be used to prepare a biological resources assessment that will summarize the existing conditions in the proposed project area, in addition to the CEQA biological resources section and permitting packages. The draft version of the biological resources assessment will be submitted electronically to the District for review and comment. Comments and edits will be addressed, and the final version of the document will be prepared and submitted to the District and used in subsequent permitting efforts.

Assumptions:

1. Access to the entire project area will be granted such that two HDR biologists can complete requisite field work in three 12-hour days.
2. No other site visits or coordination will be required to complete this task.
3. Field surveys, as defined in this subtask, do not include protocol-level surveys for special-status species to confirm presence, but do include general habitat surveys and recording of incidental sightings of invasive species cover, special-status plant species, and wildlife species.

will prepare a Water Quality Certification application package. The application will include a brief description of the project, identify best management practices, and other pertinent project information as required. The draft version of the application will be submitted electronically to the District and Reclamation for review and comment. Comments and edits will be addressed, and the final version of the permit application package will be submitted by HDR to the Water Board on the client's behalf.

Assumptions:

1. Only one round of comments on the Section 401 package will need to be addressed in order to finalize this deliverable.
2. No coordination with the Water Board is included in this task.
3. The agency coordination required to obtain permits is provided below.
4. This task will commence once the 60% design milestone has been achieved.
5. Associated permit fees will be paid by the District.

SUBTASK 7.2.5 USFWS ESA SECTION 7 CONSULTATION

Section 7(a)(2) of the ESA requires federal agencies to consult with USFWS to verify that the activities they authorize, fund, or carry out do not jeopardize the continued existence of federally protected species or their critical habitats. Federally listed species habitat occurs in the proposed project location; therefore, HDR will prepare a biological assessment in accordance with agency standards. Data provided in previous project documentation will be utilized to the greatest extent practicable; however, a habitat assessment will be conducted concurrently with aquatic resources delineation to capture data gaps needed to complete the biological assessment. The BA will analyze potential impacts on federally listed or candidate species along with the appropriate avoidance, minimization, and conservation measures. The draft version of the biological assessment will be submitted to the District and Reclamation for review. Comments and edits will be addressed, and the final version of the BA will be prepared for submission to Reclamation to initiate USFWS consultation or with the Corps PCN package to facilitate their consultation with USFWS.

Assumptions:

1. Only one round of comments on the biological assessment will need to be addressed in order to finalize this deliverable.
2. No coordination with USFWS is included in this task.
3. Agency coordination required to obtain permits is provided below.
4. This task will commence once the 60% design milestone has been achieved.

SUBTASK 7.2.6 CDFW 2081 INCIDENTAL TAKE PERMIT

Section 2081 subdivision (b) of the Fish and Game Code allows CDFW to authorize take of species listed as endangered, threatened, candidate, or a rare plant, if that take is incidental to otherwise lawful activities and if certain conditions are met. State-listed species have the potential to occur at the proposed project location; therefore, HDR will prepare a 2081 incidental take permit application package in accordance with agency standards. Data provided in previous project documentation will be utilized to the greatest extent practicable; however, a

- Up to two, one-hour virtual post-application coordination meetings with each resource agency – Corps, Water Board, CDFW, and USFWS – to reconcile comments on the proposed project and permit applications.
- 40 hours of post-application submittal coordination time for each resource agency – Corps, Water Board, CDFW, and USFWS – to provide written responses to resource agency comments necessary to deem the applications complete.

Deliverables: HDR has included draft and final versions of the following deliverables in this scope of work:

1. Biological resources assessment
2. Aquatic resources delineation report
3. Corps PCN Package
4. Water Board 401 Water Quality Certification application
5. USFWS biological assessment
6. CDFW 2081 permit notification
7. CDFW 1602 permit notification

Assumptions:

1. Reclamation will serve as the lead federal agency for ESA compliance. If additional federal regulations compliance is required for the project including the National Historic Preservation Act (NHPA) or NEPA, Reclamation will also serve as the lead federal agency and will complete necessary documentation or consultation.
2. Federal and State permits would be anticipated to limit approvals to the first phase of expansion scope that will be assessed in EIR/EIS at project level of review. Programmatic future phases will be described, but additional consultation with agencies would likely be required when future phase designs reach 60% design.

Subtask 7.3 – Cultural and Tribal Cultural Resources

HDR's approach to the proposed project will be designed to identify and evaluate, to the extent possible, previously recorded and/or newly discovered archaeological sites and historic built environment resources. The cultural resources study will be conducted so as to satisfy the requirements of both CEQA and federal Section 106 of the NHPA.

Prior to fieldwork, HDR will request an archaeological records search from the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS) at Sonoma State University to identify previously conducted studies and previously recorded archaeological sites and built environment resources. The field survey will follow the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* and will be conducted assuming 15-meter-wide survey transects. Documentation of encountered sites and built resources will follow the California Office of Historic Preservation's (OHP's) *Instructions for Recording Historical Resources*, utilizing Department of Parks and Recreation (DPR) 523 series forms.

Amendment Fee

Table 1 summarizes the fee breakdown for the new and revised tasks. This table also includes information on the current budget status (through August 2024).

Table 2 is the detailed fee breakdown by role. The cost breakdown is divided into three tables based on when the costs were invoiced or will be incurred:

- Table 2A – Costs invoiced from October thru December 2023.
 - These costs were based on the 2023 billing rate schedule.
- Table 2B – Costs invoiced from January through June 2024.
 - These costs included a 3% escalation from the 2023 billing rates.
- Table 2C – Costs invoiced or will be invoiced from June 2024 through May 2025.
 - These costs reflect a mid-year adjustment for some team members due to merit promotions.

Table 1 - Amendment Summary by Task

Task No.	Task Description	Original Budget	Billed to Date (July 2024)	August 2024 Invoice	Remaining Budget (as of 8/24/24)	Southern Well Amend (Oct 2023) (billed to date)	Northern Well Amend (April-Aug 2024) (billed to date)	Additional Amendment (Sept 2024 to May 2025)	AMENDMENT TOTAL	AMENDED TOTAL
Task 1 - Project Management										
1.1	Project Management	\$ 97,859						\$ 40,705	\$ 40,705	\$ 138,563
1.2	QA/QC	\$ 16,179						\$ -	\$ -	\$ 16,179
	Subtotal Task 1	\$ 114,038	\$ 71,956.97	\$ 10,785.40	\$ 31,296			\$ 40,705	\$ 40,705	\$ 154,743
Task 2 - Preliminary Design										
2.1	Kickoff, Deliverable Review & Progress Meetings	\$ 30,348							\$ -	\$ 30,348
2.2.1	Preliminary Design - ASR Wellfields	\$ 32,107							\$ -	\$ 32,107
2.2.2	Preliminary Design - Offsite Transmission & Dist. Pipe	\$ 20,197							\$ -	\$ 20,197
2.2.3	Preliminary Design - WHWTP Expansion	\$ 71,861							\$ -	\$ 71,861
2.3	Utilities Documentation, ROW, Property & Utility Research	\$ 9,763							\$ -	\$ 9,763
2.4	Survey	\$ 103,258							\$ -	\$ 103,258
2.5	Field Evaluation of Exis. Utilities	\$ 22,788							\$ -	\$ 22,788
2.6	Hydraulic Modeling	\$ 24,873							\$ -	\$ 24,873
2.7	Draft and Final BODR	\$ 99,895							\$ -	\$ 99,895
	Subtotal Task 2	\$ 415,091	\$ 373,965.53		\$ 41,126				\$ -	\$ 415,091
Task 3 - Geotechnical Testing, Analysis and Report										
3.1	Geotechnical Testing, Analysis and Report	\$ 113,301							\$ -	\$ 113,301
	Subtotal Task 3	\$ 113,301	\$ 7,402.50		\$ 105,899				\$ -	\$ 113,301
Task 4 - Final Design Package 1 - WTP Expansion										
4.1	Progress & Deliverable Review Meetings	\$ 28,855							\$ -	\$ 28,855
4.2.1	Drawings	\$ 789,268							\$ -	\$ 789,268
4.2.2	Specifications	\$ 98,963							\$ -	\$ 98,963
4.2.3	OPCC	\$ 29,104							\$ -	\$ 29,104
	Subtotal Task 4	\$ 946,190	\$ 863,774.18		\$ 82,415				\$ -	\$ 946,190
Task 5 - Final Design Package 2 - ASR Wellfields										
5.1	Progress & Deliverable Review Meetings	\$ 12,384			\$ 12,384				\$ -	\$ 12,384
5.2.1	Drawings	\$ 659,310		\$ 21,019.73	\$ 638,291				\$ -	\$ 659,310
5.2.2	Specifications	\$ 69,026			\$ 69,026				\$ -	\$ 69,026
5.2.3	Cost Estimate	\$ 19,225			\$ 19,225				\$ -	\$ 19,225
	Subtotal Task 5	\$ 759,946	\$ -	\$ 21,019.73	\$ 738,926				\$ -	\$ 759,946
Task 6 - Final Design Package 3 - ASR Pipeline										
6.1	Progress & Deliverable Review Meetings	\$ 9,206			\$ 9,206				\$ -	\$ 9,206
6.2.1	Drawings	\$ 209,180		\$ 22,242.85	\$ 186,937				\$ -	\$ 209,180
6.2.2	Specifications	\$ 30,920			\$ 30,920				\$ -	\$ 30,920
6.2.3	Cost Estimate	\$ 10,386			\$ 10,386				\$ -	\$ 10,386
	Subtotal Task 6	\$ 259,693	\$ -	\$ 22,242.85	\$ 237,450				\$ -	\$ 259,693
Task 7 - Environmental and Permitting Support										
7.1	CEQA Documentation, incl. GIS/Accessibility Regs/QC	\$ -							\$ -	\$ -
7.1.1	NOI/NOP/Scoping/PIP	\$ 30,804							\$ -	\$ 30,804
7.1.2	Geotechnical/Utilities CatEx/NOE	\$ 11,266							\$ -	\$ 11,266
7.1.3	Project Description/Alternatives Analysis	\$ 53,382							\$ -	\$ 53,382
7.1.4	Admin Draft EIR/EIS (QC, 508, Admin Rec)	\$ 90,131							\$ -	\$ 90,131
7.1.5	Public Review Draft EIR/EIS (QC, 508, filing docs)	\$ 38,711							\$ -	\$ 38,711
7.1.6	Final EIR/EIS/RTC/NOD/ROD/MMRP (QC, 508, filing docs, Admin Rec)	\$ 65,700							\$ -	\$ 65,700
7.2	Biological Resources, including Endangered Species consultation	\$ 283,058							\$ -	\$ 283,058
7.3	Cultural Resources (incl EPA Section 106 consultation)	\$ 59,630							\$ -	\$ 59,630
	Subtotal Task 7	\$ 632,683	\$ 236,933.72	\$ 53,287.05	\$ 342,462				\$ -	\$ 632,683
Task 8 - DDW, RWQCB, and Encroachment Permitting										
8.1	DDW and RWQCB Permitting - Additional Coordinations, Preliminary Operations Plan, RWQCB WDR for ASR Well BW Outfalls (2 locations)	\$ 16,493						\$ 110,709	\$ 110,709	\$ 127,202
8.2	Encroachment Permitting	\$ 8,649							\$ -	\$ 8,649
	Subtotal Task 8	\$ 25,142	\$ 3,969.03	\$ 2,842.80	\$ 18,330			\$ 110,709	\$ 110,709	\$ 135,851

Table 1 - Amendment Summary by Task

Task No.	Task Description	Original Budget	Billed to Date (July 2024)	August 2024 Invoice	Remaining Budget (as of 8/24/24)	Southern Well Amend (Oct 2023) (billed to date)	Northern Well Amend (April-Aug 2024) (billed to date)	Additional Amendment (Sept 2024 to May 2025)	AMENDMENT TOTAL	AMENDED TOTAL
Task 9 - Bid Period Assistance										
9.1	Pre-bid Meetings	\$ 13,645			\$ 13,645				\$ -	\$ 13,645
9.2	Bidding Services	\$ 66,815			\$ 66,815				\$ -	\$ 66,815
9.3	Conformed Plans and Specifications	\$ 34,738			\$ 34,738				\$ -	\$ 34,738
	Subtotal Task 9	\$ 115,198	\$ -		\$ 115,198				\$ -	\$ 115,198
Task 10 - ROW and Land Acquisition Support										
10.1	ROW and Land Acquisition Support	\$ 44,846			\$ 44,846				\$ -	\$ 44,846
	Subtotal Task 10	\$ 44,846	\$ -		\$ 44,846				\$ -	\$ 44,846
Task 11 - Public Outreach and Coordination Meetings										
11.1	Public Outreach Meetings	\$ 20,632			\$ 20,632				\$ -	\$ 20,632
11.2	Inter-Agency Coordination Meetings	\$ 25,455			\$ 25,455				\$ -	\$ 25,455
11.3	Other Agency Coordination Meetings	\$ 13,238			\$ 13,238				\$ -	\$ 13,238
	Subtotal Task 11	\$ 59,325	\$ -		\$ 59,325				\$ -	\$ 59,325
Task 12 - ASR Well Southern Location, WQ, & Geochem Analysis (COMPLETED)										
12.1	Alternative Well Location and WQ Analysis				\$ -	\$ 13,283			\$ 13,283	\$ 13,283
12.2	Geochemical Analysis				\$ -	\$ 11,587			\$ 11,587	\$ 11,587
	Subtotal Task 12		\$ 24,869.91		\$ (24,870)	\$ 24,870			\$ 24,870	\$ 24,870
Task 13 - Alt Well Location Env Constraint Analysis (COMPLETED)										
13.1	Biological Resources Analysis				\$ -	\$ 13,036			\$ 13,036	\$ 13,036
13.2	Cultural Resources Analysis				\$ -	\$ 30,706			\$ 30,706	\$ 30,706
13.3	Environmental Constraints Analysis				\$ -	\$ 6,123			\$ 6,123	\$ 6,123
	Subtotal Task 13		\$ 49,801.94	\$ 64.38	\$ (49,866)	\$ 49,866			\$ 49,866	\$ 49,866
Task 14 - Alt (New Southern) ASR Wells and Pipeline Concept Design (COMPLETED)										
	Desktop Analysis				\$ -	\$ 9,205			\$ 9,205	\$ 9,205
	ASR and Pipeline Conceptual Design Update				\$ -	\$ 93,299			\$ 93,299	\$ 93,299
	Draft Conceptual Design TM				\$ -	\$ 14,827			\$ 14,827	\$ 14,827
	Subtotal Task 14		\$ 113,020.73	\$ 4,310.55	\$ (117,331)	\$ 117,331			\$ 117,331	\$ 117,331
Task 15 - Surge Protection Device for West Hills WTP (COMPLETED)										
15.1	WHWTP Surge Protection Addition				\$ -	\$ 13,619			\$ 13,619	\$ 13,619
	Subtotal Task 15		\$ 13,619.49		\$ (13,619)	\$ 13,619			\$ 13,619	\$ 13,619
Task 16 - WHWTP Clearwell Additional Alternatives Evaluation Scope; Final Design Credit										
16.1	Clearwell Alternatives Evaluation and Credit for Final Design				\$ -	\$ 13,065			\$ 13,065	\$ 13,065
16.2	Clearwell Final Design Credit				\$ -	\$ (26,702)			\$ (26,702)	\$ (26,702)
	Subtotal Task 16		\$ 13,721.85	\$ -	\$ (13,722)	\$ (13,637)			\$ (13,637)	\$ (13,637)
Task 19 - Northern Well Concept Update										
19.1	Hydraulic Re-Evaluation (Northern Wells ASR Recharge and Recovery)				\$ -		\$ 25,715	\$ 35,962	\$ 61,677	\$ 61,677
19.2	BDR Update				\$ -		\$ 34,493	\$ 9,797	\$ 44,290	\$ 44,290
19.3	Expanded Survey, Utility Locating Investigations				\$ -		\$ -	\$ 57,399	\$ 57,399	\$ 57,399
19.4	Geochemical Analysis on Northern Well Exploratory Borehole							\$ 11,577	\$ 11,577	\$ 11,577
19.5	Grant Funding Assistance				\$ -		\$ 9,811	\$ 30,231	\$ 40,041	\$ 40,041
	Subtotal Task 19		\$ 57,396.97	\$ 12,622.66	\$ (70,020)		\$ 70,019	\$ 133,388	\$ 214,984	\$ 203,407
Task 20 - San Juan Bautista Pipeline (WHWTP to Union Rd)										
20.1	Validation of Preliminary Design							\$32,146	\$ 32,146	\$ 32,146
20.2	Final Design (Plans, Specifications, OPCC)							\$92,179	\$ 92,179	\$ 92,179
	Subtotal Task 20							\$ 124,326	\$ 124,326	\$ 124,326
Task 21 - Governance Support										
	Goverance Response Support							\$50,079	\$ 50,079	\$ 50,079
	Subtotal Task 21							\$ 50,079	\$ 50,079	\$ 50,079
Task 22 - As-Needed Additional Engineering Support										
	As-Needed Additional Engineering Support							\$100,000	\$ 100,000	\$ 100,000
	Subtotal Task 22							\$ 100,000	\$ 100,000	\$ 100,000
PROJECT TOTAL		\$ 3,485,453	\$ 1,830,432.82	\$ 127,175.42	\$ 1,527,844	\$ 192,048	\$ 70,019	\$ 559,207	\$ 832,851	\$ 4,306,726

Table 2A - Cost (Actual 2023)

Task No.	Task Description	Principal/ QA/QC	Project Manager	Tech Advisor (WTP)	Tech Advisor (Wells/ Pipeline)	Process Engineer	Pipeline Engineer	Staff Engr	Staff Engr, EIT	Engineer In-Training	Hydrogeolo gist	Mech Engr	Elect Engr	Sr. Env Planner	Env Chemist	Env. Planner	Biologist	Biologist	Cultural Res. Spl	CADD Tech 1	CADD Tech 5	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Exp w/ 5% Mark-up	Total HDR Subs w/ 5% Mark-up	Total Cost (\$)
		Kennedy/ Nguyen	Pappas	Stratton	Petit/ Kohagura	Xu	Ravi/ Sham	Shan	Babayev	Ragnev/ Dennis	Dwyer	Cheung	Genato/ McComb/ Vasquez	Edwards/ Lloyd	Wilson	Bashore	McNamara/ Ruth	Schlein/ Kalaskar	Clinnick	Lari	Agnew	Wolfe/ Winkler					
Task 1 - Project Management																											
1.1	Project Management																						0	\$0			\$0
1.2	QA/QC																						0	\$0			\$0
Subtotal Task 1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Task 1 - Additional Project Management (NOT EXECUTED)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
Task 12 - Alt Well Location, WQ & Geochemical Analysis																											
12.1	Alternative Well Location and WQ Analysis			1.5			18	36	17														73	\$13,283			\$13,283
12.2	Geochemical Analysis			3			12							16									32	\$7,073			\$7,073
Subtotal Task 12		0	0	5	0	0	18	48	17	0	0	0	0	16	16	0	0			0	0	0	104	\$20,356	\$0	\$0	\$20,356
Task 13 - Alt Well Location Env Constraint Analysis																											
13.1	Biological Resources Analysis						8							6	1		3	24					42	\$7,845			\$7,845
13.2	Cultural Resources Analysis																		39				39	\$5,850			\$5,850
13.3	Environmental Constraints Analysis																						34	\$5,150			\$5,150
Subtotal Task 13		0	0	0	0	0	8	0	0	0	0	0	0	6	1	0	3	58	39	0	0	0	115	\$18,845	\$0	\$0	\$18,845
Task 14 - Alt ASR Wells and Pipeline Concept Design																											
	Desktop Analysis		2.5				7	9															18	\$3,898			\$3,898
	ASR and Pipeline Conceptual Design Update									40													40	\$5,200			\$5,200
	Draft Conceptual Design TM																						0	\$0			\$0
Subtotal Task 14		0	3	0	0	0	7	9	0	40	0	0	0	0	0	0	0	0	0	0	0	0	58	\$9,098	\$0	\$0	\$9,098
Task 15 - Surge Protection Device for West Hills WTP																											
15.1	WHWTP Surge Protection Addition						7			7.5			0.5										15	\$2,873			\$2,873
Subtotal Task 15		0	0	0	0	0	7	0	0	8	0	0	1	0	0	0	0	0	0	0	0	0	15	\$2,873	\$0	\$0	\$2,873
Task 16 - WHWTP Clearwell Additional Alternatives Evaluation Scope, Final Design Credit																											
16.1	Clearwell Alternatives Evaluation						26			50													76	\$13,065			\$13,065
16.2	Clearwell Finan Design Credit	(2)	(2)	(4)		(8)	(20)	(40)				(6)								(70)			(152)	-\$26,702			(26,702)
Subtotal Task 16		(2)	(2)	(4)	0	(8)	6	(40)	0	50	0	(6)	0	0	0	0	0	0	0	(70)	0	0	(75)	(13,637)	\$0	\$0	(13,637)
AMENDMENT GRAND TOTAL		-2	1	1	0	-8	46	17	17	98	0	-6	1	6	17	0	3	58	39	-70	0	0	217	\$ 37,533	\$ -	\$ -	\$ 37,533

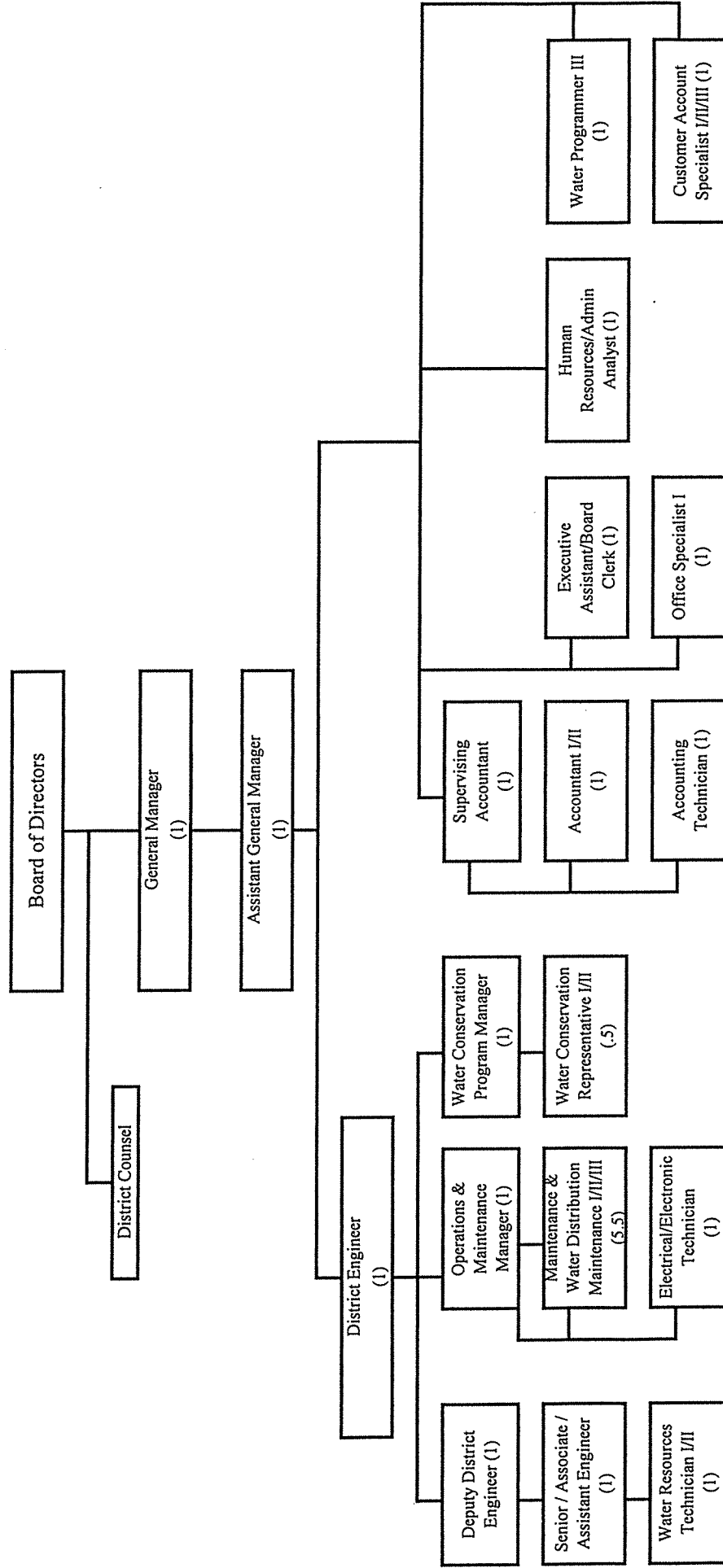
Table 2B - Cost (Jan-June 2024)

Task No.	Task Description	Principal/ QA/QC	Project Manager	Tech Advisor (WTP)	Tech Advisor (Wells/ Pipeline)	Process Engineer	Pipeline Engineer	Staff Engr	Staff Engr, EIT	Engineer In-Training	Hydrogeologist	Architect	Mech Engr	Elect Engr	Sr. Env Planner	Tech Advisor - Environ	Env Chemist	Env. Planner	Biologist	Biologist	Biologist	Cultural Res. Spl	CADD Tech 1	CADD Tech 5	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Exp w/ 5% Mark-up	Total HDR Subs w/ 5% Mark-up	Total Cost (\$)
		Kennedy/ Nguyen	Pappas	Stratton	Peti/ Kohagura/ Calderwood	Xu/ Statser	Ravi/Sham	Shan	Babayev	Ragnev/ Dennis	Dwyer	Lambert	Cheung	Genato/ McComb/ Vasquez	Edwards/ Lloyd	Lagerquist	Wilson	Bashore	McNamara/ Ruth	Schlein/ Kalaskar	White/ Raney	Clinnick	Lari	Agnew	Wolfe/ Winkler					
Task 1 - Project Management																										0	\$0			\$0
1.1	Project Management																									0	\$0			\$0
1.2	QA/QC																									0	\$0			\$0
Subtotal Task 1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 1 - Additional Project Management (NOT EXECUTED)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -
Task 12 - Alt Well Location, WQ & Geochemical Analysis																										0	\$0			\$0
12.1	Alternative Well Location and WQ Analysis																									24	\$4,514			\$4,514
12.2	Geochemical Analysis			3.5				20.5																		24	\$4,514			\$4,514
Subtotal Task 12		0	0	4	0	0	0	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$4,514	\$0	\$0	\$4,514
Task 13 - Alt Well Location Env Constraint Analysis																										16	\$5,191			\$5,191
13.1	Biological Resources Analysis				16																					16	\$5,191			\$5,191
13.2	Cultural Resources Analysis																19									148	\$24,856			\$24,856
13.3	Environmental Constraints Analysis			1.5	1.5																					3	\$973			\$973
Subtotal Task 13		0	0	2	18	0	0	0	0	0	0	0	0	0	0	0	19	0	0	0	0	128	0	0	0	167	\$31,021	\$0	\$0	\$31,021
Task 14 - Alt ASR Wells and Pipeline Concept Design																										33	\$5,307			\$5,307
	Desktop Analysis		1.5				1	3												0.5	5	21.5				33	\$5,307			\$5,307
	ASR and Pipeline Conceptual Design Update		2.5		60			91	111		15				16.5					8	0.25	5.5	19			331	\$66,934			\$66,934
	Draft Conceptual Design TM														18					5	18	13	19	15		95	\$14,827			\$14,827
Subtotal Task 14		0	4	0	60	0	1	94	111	0	15	0	0	0	34	0	0	0	13	18	18	46	34	0	8	458	\$87,067	\$0	\$0	\$87,067
Task 15 - Surge Protection Device for West Hills WTP																										36	\$10,747			\$10,747
15.1	WHWTP Surge Protection Addition		11.5	11	0		3	0	0		1	10														36	\$10,747			\$10,747
Subtotal Task 15		0	12	11	0	0	3	0	0	0	1	10	0	0	0	0	0	0	0	0	0	0	0	0	0	36	\$10,747	\$0	\$0	\$10,747
Task 16 - WHWTP Clearwell Additional Alternatives Evaluation Scope, Final Design Credit																										0	\$0			\$0
16.1	Clearwell Alternatives Evaluation																									0	\$0			\$0
16.2	Clearwell Finan Design Credit																									0	\$0			0.00
Subtotal Task 16		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	0
Tasks 12 to 16 - Jan to June 30, 2024 Amend Subtotal (NOT EXECUTED)		0	16	16	78	0	4	115	111	0	16	10	0	0	34	0	19	0	13	18	18	174	34	0	8	685	\$ 133,349	\$ -	\$ -	\$ 133,349
Task 19 - Northern Well Concept Update and Grant Funding Assistance																										20	\$4,571			\$4,571
19.1	Hydraulic Re-Evaluation		2		7			11																		92	\$21,838	352.97		\$22,191
19.2	PDR Update		4	1	39	4		24	21																	0	\$0			\$0
19.3	Expanded Survey, Utility Locating Investigations	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0.00	\$0	\$0
1	Expanded Utility Re-loc. Determination and Research																									0	\$0			\$0
2	Expanded Survey																									0	\$0			\$0
3	Expanded Field Evaluation of Ex Utilities (up to 2 locations in dirt, 1 location in asphalt pavement)																									0	\$0			\$0
19.4	2024 Grant Funding Assistance																									0	\$0			\$0
Subtotal Task 19		0	5	1	46	4	0	35	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	111	\$26,409	\$353	\$0	\$26,762
Task 19 Amendment Subtotal (NOT EXECUTED)		0	5	1	46	4	0	35	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	111	\$ 26,409	\$ 353	\$ -	\$ 26,762
AMENDMENT GRAND TOTAL		0	21	17	123	4	4	150	132	0	16	10	0	0	34	0	19	0	13	18	18	174	34	0	8	797	\$ 159,758	\$ 353	\$ -	\$ 160,111

Table 2C -Cost (July'24-May'25)

Task No.	Task Description	Principal/ QA/QC	Project Manager	Tech Advisor (WTP)	Tech Advisor (Wells/ Pipeline)	Process Engineer	Pipeline Engineer	Staff Engr	Engineer In-Training	Hydrogeolo gist	Elect Engr	Sr. Env Planner	Senior Biologist	Env Chemist	Env. Planner	Cultural Res. Spl	CADD Tech 1	CADD Tech 5	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Exp w/ 5% Mark-up	Total HDR Subs w/ 5% Mark-up	Total Cost (\$)
		Kennedy/ Nguyen	Pappas	Stratton	Petit/ Kohagura	Xu	Shan/ Sham	Babayev	Dennis	Dwyer	Dela Cruz/ Doorenbos	Edwards/ Lloyd	Lagerquist	Wilson	Bashore	Clinnick	Lari/ Rivera	Agnew	Wolfe/ Winkler					
Task 1 - Project Management																								
1.1	Project Management (additional 8 months)	10	52		44														32	138	\$40,705			\$40,705
	Subtotal Task 1	10	52	0	44	0	0	0	0	0	0	0	0	0	0	0	0	0	32	138	\$40,705	\$0	\$0	\$40,705
Task 1 - Additional Project Management (NOT EXECUTED)		10	52	0	44	0	0	0	0	0	0	0	0	0	0	0	0	0	32	138	\$ 40,705	\$ -	\$ -	\$ 40,705
Task 8 - DDW, RWQCB, and Encroachment Permitting																								
8.1	DDW and RWQCB Permitting - Additional Coordination		3	12	12	24		30					32		32				6	151	\$38,178			\$38,178
	ASR Preliminary Operational Plan Development	4	12	12	24	30		40		16			16	8	16				4	182	\$46,444			\$46,444
	RWQCB WDR for ASR Well Backwash Outfalls (2 locations)		3		12			34					24		32				6	111	\$26,087			\$26,087
	Subtotal Task 8	4	18	24	48	54	0	104	0	16	0	0	72	8	80	0	0	0	16	444	\$110,709	\$0	\$0	\$110,709
Task 8 - Additional DDW, RWQCB, and Encr. Permitting (NOT EXECUTE)		4	18	24	48	54	0	104	0	16	0	0	72	8	80	0	0	0	16	444	\$ 110,709	\$ -	\$ -	\$ 110,709
Task 12 - Alt Well Location, WQ & Geochemical Analysis																								
12.1	Alternative Well Location and WQ Analysis																			0	\$0			\$0
12.2	Geochemical Analysis																			0	\$0			\$0
	Subtotal Task 12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 13 - Alt Well Location Env Constraint Analysis																								
13.1	Biological Resources Analysis																			0	\$0			\$0
13.2	Cultural Resources Analysis																			0	\$0			\$0
13.3	Environmental Constraints Analysis																			0	\$0			\$0
	Subtotal Task 13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 14 - Alt ASR Wells and Pipeline Concept Design																								
	Clearwell Finan Design Credit																			0	\$0			\$0
	ASR and Pipeline Conceptual Design Update		2		60			7												69	\$21,166			\$21,166
	Draft Conceptual Design TM																			0	\$0			\$0
	Subtotal Task 14	0	2	0	60	0	0	7	0	0	0	0	0	0	0	0	0	0	0	69	\$21,166	\$0	\$0	\$21,166
Task 15 - Surge Protection Device for West Hills WTP																								
15.1	WHWTP Surge Protection Addition																			0	\$0			\$0
	Subtotal Task 15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 16 - WHWTP Clearwell Additional Alternatives Evaluation Scope, Final Design Credit																								
16.1	Clearwell Alternatives Evaluation																			0	\$0			\$0
16.2	Clearwell Finan Design Credit																			0	\$0			0.00
	Subtotal Task 16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0
Tasks 12 to 16 - From July 2024 - Amend Subtotal (NOT EXECUTED)		0	2	0	60	0	0	7	0	0	0	0	0	0	0	0	0	0	0	69	\$ 21,166	\$ -	\$ -	\$ 21,166
Task 19 - Northern Well Concept Update and Grant Funding Assistance																								
19.1	Hydraulic Re-Evaluation (Northern Wells Recharge)				9			16												25	\$5,395		\$15,750	\$21,145
	Hydraulic Re-Evaluation (Northern Well Recovery Mode)				16		48	48												112	\$25,462		\$10,500	\$35,962
19.2	PDR Update (Draft)		3	1	11			41			4									59	\$12,302			\$12,302
	PDR Update (Final)				6			16											8	46	\$9,797			\$9,797
19.3	Expanded Survey, Utility Locating Investigations	0	0	0	2	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	300.00	\$57,099	\$57,399
3.1	Expanded Utility, RoW Documentation and Research																			0	\$0			\$0
3.2	Expanded Survey																			0	\$0	150.00	\$36,624	\$36,774
3.3	Expanded Field Evaluation of Ex Utilities (up to 2 locations in dirt, 1 location in asphalt pavement)																			0	\$0	150.00	\$26,475	\$26,625
19.4	Geochemical Analysis on Northern Well Exploratory Borehole		2		2			28						22						54	\$11,577			\$11,577
19.5	2024 Grant Funding Assistance (Billed Thru Aug 2024)				15			30												45	\$9,811			\$9,811
	Additional Grant Funding Support	20	20		14			30				20								104	\$30,231			\$30,231
	Subtotal Task 19	20	25	1	74	0	80	209	0	0	4	0	20	22	0	0	0	0	8	444	\$104,574	\$300	\$83,349	\$188,223
Task 19 - From July-Dec 2024 Amend Subtotal (NOT EXECUTED)		20	25	1	74	0	80	209	0	0	4	0	20	22	0	0	0	0	8	444	\$ 104,574	\$ 300	\$ 83,349	\$ 188,223
Task 20 - San Juan Bautista Pipeline (WHWTP to Union Rd)																								
20.1	Validation of Preliminary Design	4	4	8	8		40	16	40				2		8		16	2	5	153	\$32,146			\$32,146
20.2	Final Design (Plans, Specifications, OPCC)	6	16	16	16		80		160				16		60		88	6	5	469	\$92,179			\$92,179
	Subtotal Task 20	10	20	24	24	0	120	16	200	0	0	0	18	0	68	0	104	8	10	622	\$124,326	\$0	\$0	\$124,326
Task 20 - San Juan Bautista Pipeline (Sept-Dec 2024) (NOT EXECUTED)		10	20	24	24	0	120	16	200	0	0	0	18	0	68	0	104	8	10	622	\$ 124,326	\$ -	\$ -	\$ 124,326
Task 21 - Additional Stakeholder and Governance Support																								
	Governance Response Support	100	35		12															147	\$50,079			\$50,079
	Subtotal Task 21	100	35	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	147	\$50,079	\$0	\$0	\$50,079
Task 21 - Addn Stakeholder/Governance Support (NOT EXECUTED)		100	35	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	147	\$ 50,079	\$ -	\$ -	\$ 50,079
Task 22 - As-Needed Additional Engineering Support																								
	As-Needed Additional Engineering Support	8	16	16	24	36	50	50	46	16	16		20		36	10	40	8	10	402	\$94,000		\$6,000	\$100,000
	Subtotal Task 22	8	16	16	24	36	50	50	46	16	16	0	20	0	36	10	40	8	10	402	\$94,000	\$0	\$6,000	\$100,000
Task 22 - As-Needed Additional Engineering Support (NOT EXECUTED)		8	16	16	24	36	50	50	46	16	16	0	20	0	36	10	40	8	10	402	\$ 94,000	\$ -	\$ 6,000	\$ 100,000
AMENDMENT GRAND TOTAL		152	167	65	286	90	250	386	246	32	20	0	130	30	184	10	144	16	76	2,266	\$ 545,558	\$ 300	\$ 89,349	\$ 635,207

San Benito County Water District Organization Chart





Agenda

Item

5

RESOLUTION NO. 2024-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
AFFIRMING THAT IN THE ABSENCE OF THE GENERAL MANAGER,
THE MANAGER OF ADMINISTRATION, FINANCE AND BUSINESS SERVICES
HAS THE SAME POWERS/DUTIES/AUTHORITY
AS THE GENERAL MANAGER
IN REGARD TO DISTRICT OPERATIONS**

WHEREAS, the General Manager may be absent from the District, and;

WHEREAS, the District needs regular operations to continue while the General Manager is unavailable, and;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District, that the District hereby affirms that, when the General Manager is absent from the District, otherwise unavailable, or where there is a vacancy, the Assistant General Manager has the same power, duties, and authority as the General Manager in regard to District operations.

BE IT FURTHER RESOLVED that the President of the Board is authorized to sign said Resolution, on behalf of this Board and District.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District at a Special Meeting, this 17th day of October, 2024, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

(Signature of presiding Board member)

*Attested by Board Secretary
Resolution #2024-XX)*

Andrew Shelton
President

ATTEST:

Barbara L. Mauro
Board Secretary

DRAFT