

**REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY**

**Tuesday, December 9, 2025 2025 5:00 p.m. adjourned meeting from
Wednesday, November 19, 2025 6:00 p.m.**

**Dublin San Ramon Services District Board Room
7051 Dublin Boulevard
Dublin, California**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Order of Agenda/Acknowledgement of Posting**
(The agenda may be re-ordered by motion of the Board. The agenda has been posted virtually on the Agency's website and physically in the display case outside the DSRSD Building, and, as a courtesy when possible, under the circumstances, at Pleasanton City Hall and Livermore City Hall at least 72 hours prior to a regular meeting and 24 hours prior to a special meeting.)
- 5. Public Comment**
(See text in box below for information on how to observe and submit public comments.)
- Action
Pages 3-11**
6. Consider authorizing the General Manager, on behalf of LAVWMA, to execute a Letter of Intent to Enter into a Power Purchase Agreement with Renewable Energy Partners, Inc. and Endelos Construction LLC, with LAVWMA acting as a Consenting Third-Party Beneficiary
(Receive an update on LAVWMA's efforts to engage an energy provider to install and operate solar panels at the LAVWMA Pump Station and authorize the General Manager, on behalf of LAVWMA as a consenting third-party beneficiary, to execute a Letter of Intent to develop and enter into a Power Purchase Agreement, as well as authorize specified contract extensions and make a finding that this is not a project subject to CEQA.)
- Action
Pages 12-18**
7. Proposed Adjustment to Fiscal Year 2025-26 Capital Budget
(The Board to consider adjusting the Fiscal Year 2025-26 Capital Budget including an increase to account for additional budget required by HydroScience Engineering, Inc. for services related to the San Leandro Sample Station Project and authorizing a corresponding contract amendment.)
- 8. Matters From/For Board Members**
(Board members may make brief announcements or reports on his or her own activities, pose questions for clarification, and/or request that items be placed on a future agenda. Except as authorized by law, no other discussion or action may be taken.)

LAVWMA Regular Meeting of December 9, 2025

- 9. Next Regular Board Meeting, Wednesday, February 18, 2025, 6:00 p.m. at DSRSD**
- 10. Adjournment**

HOW TO SUBMIT PUBLIC COMMENTS:

Written / Read Aloud: Please email your comments to info@lavwma.com, write “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed three (3) minutes at staff’s cadence), prominently write “Read Aloud at Meeting” at the top of the email. All comments received before 12:00 PM the day of the meeting will be included as an agenda supplement on LAVWMA’s website under the relevant meeting date and provided to the Directors at the meeting. Comments received after this time will be treated as live comments and read into the record.

Live Comments: During the meeting, the Board Chair or designee will announce the opportunity to make public comments. Speakers will be asked to provide their name and city of residence, although providing this is not required for participation. Each speaker will be afforded up to 3 minutes to speak.

ACCESSIBILITY INFORMATION:

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should contact Levi Fuller, General Manager, as soon as possible but at least 72 hours before the meeting at (707) 373-7030 or info@lavwma.com. Advanced notification will enable LAVWMA to swiftly resolve such requests to ensure accessibility.

PUBLIC RECORDS:

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time they are distributed to all or a majority of the members of the Board. The Board has designated LAVWMA’s website located at <https://lavwma.com/meetings/> as the place for making those public records available for inspection. The documents may also be obtained by contacting the General Manager.

CEQA NOTICE:

Unless expressly stated otherwise on the agenda (that a negative declaration, mitigated negative declaration, or environmental impact report is being considered), discretionary actions taken on agenda items will include a finding by the Board that the action is exempt under the California Environmental Quality Act (CEQA). More information about the CEQA determination can be found in the corresponding staff report.

ITEM NO. 6 Consider authorizing the General Manager, on behalf of LAVWMA, to execute a Letter of Intent to Enter into a Power Purchase Agreement with Renewable Energy Partners, Inc. and Endelos Construction LLC, with LAVWMA acting as a Consenting Third-Party Beneficiary

Action Requested

The Board is asked to receive an update on the ongoing efforts by LAVWMA and Dublin San Ramon Services District (**DSRSD**) to engage an energy provider to install and operate solar panels at the site of the LAVWMA Pump Station as part of its continued energy conservation efforts. The Board is asked to consider: (a) holding a public hearing, (b) authorizing the General Manager, on behalf of LAVWMA, to execute a Letter of Intent (**LOI**) to develop and enter into a Power Purchase Agreement (**PPA**) with Renewable Energy Partners, Inc. (**REP**), who will work in collaboration with its construction contractor, Endelos Construction LLC (**Endelos**), with LAVWMA acting as a consenting third-party beneficiary to the LOI and DSRSD as the fee owner and primary signatory to the LOI, (c) authorizing the General Manager, in consultation with General Counsel, to extend the term of the LOI for one additional 30-day period if necessary to negotiate the PPA terms, and (d) finding this action is not a project subject to the California Environmental Quality Act (**CEQA**).

Summary

Consider authorizing the General Manager, on behalf of LAVWMA, to execute a Letter of Intent to Enter into a Power Purchase Agreement with Renewable Energy Partners, Inc. and Endelos Construction LLC, with LAVWMA acting as a Consenting Third-Party Beneficiary.

I. Analysis

a. Background

The cost of electricity is the single largest operating cost for LAVWMA in fulfilling its mission of providing effective operation and maintenance of export facilities. Over the years, staff and the Board have encouraged LAVWMA to evaluate whether solar panels could be added to the Pump Station site to provide an alternative source of energy. Due to improved technology and the use of battery storage, a feasibility study prepared this year demonstrated that there could be some energy cost savings from the installation of solar panels at the LAVWMA Pump Station over a period of 20 years. In addition, solar power could reduce LAVWMA's reliance on the grid and, when combined with battery storage, also allow strategic use of energy from the grid to take advantage of off-peak pricing.

At its regular meeting on November 19, 2025, the Board received an update on staff's continued energy conservation efforts, including: (a) DSRSD's engagement of a renewables consultant, ARC Alternatives, (b) DSRSD's Request for Proposals (**RFP**) for solar and battery storage systems at

the LAVWMA Pump Station and specified DSRSD facilities pursuant to Government Code Section 4217.10 *et seq.*, (c) staff's recommendation of Endelos based on a review of the responses to the RFP, (d) the status of the Investment Tax Credit for the energy provider, and (e) the implementation options. The Board voted to continue the regular meeting to December 9, 2025 to provide for a public hearing on the potential award of a PPA or to authorize an alternative implementation option, such as entering a LOI with the energy provider to allow more time to negotiate the PPA.

b. Letter of Intent

LAVWMA and DSRSD have continued to negotiate the terms and conditions of a PPA with Endelos/REP. Progress is being made, however there is insufficient time before the end of the year for the parties to return to their Boards with a fully negotiated PPA. Endelos/REP has advised that a LOI is sufficient to enable them to take the necessary steps to pursue the Investment Tax Credit while finalizing negotiations and memorializing the PPA.

To that end, the parties have negotiated a LOI for the Board's consideration, which is attached as Attachment 1. The primary terms and conditions of this agreement are as follows:

- The agencies agree to be bound to exclusively negotiate in good faith with Endelos/REP for 90 days on a PPA. The agencies do not agree to be bound by terms that are still under negotiation.
- The commercial terms of the PPA must be consistent with the terms provided in Endelos's proposal in response to the RFP and the requirements of the RFP itself, unless the parties mutually agree otherwise.
- Endelos may conduct due diligence activities on site, but they must be non-invasive activities such as data collection, site visits, photos, etc.
- All parties will negotiate the PPA at their own risk and will not shift liability under the LOI or pay any termination fees or expenses under the LOI.

Note that LAVWMA would be executing the LOI as a consenting third-party beneficiary and not as the primary contracting party. LAVWMA cannot directly execute the LOI or PPA because LAVWMA does not currently hold real property rights to the LAVWMA Pump Station site for the 20-year term contemplated by the PPA. As the fee owner, DSRSD will act on LAVWMA's behalf, if the LAVWMA Board so authorizes and DSRSD's Board agrees. DSRSD will be the primary signatory to the LOI and the PPA unless and until real property rights are conveyed or otherwise arranged. The parties may negotiate assignment provisions that could allow DSRSD to assign the PPA to LAVWMA once the real property interests are secured. For this reason, LAVWMA has a vested interest in these agreements and has been negotiating the terms together with DSRSD.

The LOI will expire either when it is replaced with a PPA or after 90 days, whichever occurs first. Staff believes that 90 days is sufficient time to develop and negotiate a PPA between the parties. However, we ask that the Board authorize the General Manager to extend the term of the LOI for

one additional 30-day period, in the General Manager's discretion and in consultation with LAVWMA's General Counsel, if necessary to negotiate PPA terms.

c. Public Hearing

Due to the dynamic nature of the negotiations and the newspaper publication cycles, this meeting was noticed as a public hearing under Government Code Section 4217.10 *et seq.*, in the event the parties were able to timely negotiate a PPA and bring it to the Board for authorization. While holding a public hearing is not legally required to enter into a LOI, in deference to the public who may have opted to attend, staff recommends that the Board open the public hearing and accept public comment on the LOI. Staff recommends that the Board close the public hearing after all interested members of the public have had an opportunity to speak. The public will also have an opportunity to participate if the Board considers a PPA.

d. CEQA Compliance

Execution of the non-binding LOI does not constitute approval of a project under the CEQA, as defined in Public Resources Code Section 21065 and CEQA Guidelines sections 156060(c) and 15378. The LOI is solely an expression of mutual intent to continue evaluating the feasibility of a potential PPA and related renewable energy improvements. It does not authorize any construction, commit LAVWMA to a specific project, or otherwise limit LAVWMA's discretion to consider, modify, or reject any future proposal.

Because the LOI does not approve or commit LAVWMA to a definite course of action that may result in a direct or reasonably foreseeable indirect physical change in the environment, it is not a "project" for purposes of CEQA. Any subsequent consideration of a definitive PPA or related construction activities will be subject to separate CEQA review at the time such actions are proposed.

Recommendation

Staff recommends that the Board adopt the following motion (substantially in the form below):

1. Hold the noticed public hearing and receive public comment on the proposed LOI.
2. Authorize the General Manager, on behalf of LAVWMA as a consenting third-party beneficiary, to execute the LOI with REP and Endelos, substantially in the form of Attachment 1, subject to final review and approval by the General Manager in consultation with General Counsel.
3. Authorize the General Manager, in consultation with General Counsel, to extend the term of the LOI for one additional 30-day period if necessary to negotiate PPA terms.
4. Find that execution of the LOI is not a "project" under CEQA for the reasons stated in the Staff Report.

Attachment

Draft Letter of Intent (LOI)

Renewable Energy Partners, Inc.
198 Lewis Ct.
Corona, CA 92882
<https://renewepi.com/>

To: Dublin San Ramon Services District
Attn: Jan Lee, General Manager
7051 Dublin Boulevard
Dublin, CA 94568
jlee@dsrsd.com

Cc: Livermore-Amador Valley Water Management Agency
Attn: Levi Fuller, General Manager
7051 Dublin Boulevard
Dublin, CA 94568
fuller@lavma.com

November 17, 2025

Re: Letter of Intent to Enter into Power Purchase Agreement

Dear Ms. Lee,

Renewable Energy Partners, Inc. (“**REP**”, “**Seller**”, “**us**” or “**we**”), working in collaboration with our construction contractor, Endelos Construction LLC (“**Endelos**”), is pleased to submit this proposal to enter into a Letter of Intent (the “**LOI**” to develop and enter into a long-term solar power purchase agreement (the “**Agreement**”) with Dublin San Ramon Services District (“**DSRSD**” or “**Buyer**”), on behalf of itself and for benefit of the Livermore-Amador Valley Water Management Agency (“**LAVWMA**”) pursuant to which Seller will provide to Buyer behind-the-meter solar energy generation, to be purchased by Buyer in accordance with the general commercial terms described in this LOI, to be used for operation of DSRSD and LAVWMA facilities. Buyer and Seller may be referred to herein as the “**Parties**” and each, a “**Party**”. As an easement holder at the Pump Station site, LAVWMA is a third-party beneficiary to this LOI and potential assignee of the Agreement; LAVWMA may be referred to herein as a “**Consenting Party**”.

The terms set forth in this LOI represent the commercial framework that will govern the relationship between the Parties in connection with the drafting, negotiation and execution of the Agreement, including, in Section II hereof, a summary of the key commercial terms for the Agreement. Notwithstanding any other provisions of this LOI, the Parties acknowledge that:

- (i) Neither Party shall have any legally binding obligations to enter into the Agreement, to consummate any transaction(s) with the other Party, or otherwise with respect to the any of the matters addressed in this LOI except to the extent expressly stated to the contrary herein; and
- (ii) Material provisions of the Agreement are not described herein and will be subject to future negotiations.

I. IDENTITY OF REP

Renewable Energy Partners, Inc. is a full-service renewable energy company founded in 2012 and headquartered in Corona, California. REP specializes in the development, financing, construction, operation, and maintenance of clean energy projects, with a primary focus on solar photovoltaic systems and energy storage solutions.

REP provides comprehensive turn-key renewable energy solutions to commercial and institutional clients, offering services from initial feasibility studies through long-term operations & maintenance. The company’s expertise encompasses project development, system integration, financing coordination, construction management, and ongoing monitoring services, delivering reliable solar energy solutions that meet industry standards and client requirements.

II. SUMMARY OF COMMERCIAL TERMS

The Parties acknowledge and agree that the Agreement (i) will be drafted in a manner consistent with general market standards for transactions of a similar type negotiated in an arms-length transaction with a public agency buyer; (ii) will be based on the terms and conditions of the Request For Proposals (RFP) issued by Dublin San Ramon Services District (DSRSD) on June 18, 2025 and Endelos' proposal submitted in response to the RFP dated June 18, 2025; and, (iii) shall not contain any provisions which, in either Party's reasonable discretion, would (a) present a material impediment to Seller's ability to obtain project financing on commercially reasonable terms or (b) present a material impediment to Buyer's ability to achieve the Project Objectives as defined by the RFP.

The table below sets forth key commercial details and economic terms relating to the Agreement. Such terms may be modified only by the mutual agreement of the Parties.

<i>System Description</i>	Site One (District Office): 132.6 kW PV Site Two (Field Operations Facility): 177.1kW PV Site Three (WWTP): 576.2 kW and 800 kW/1600 kWh BESS Site Four (LAVWMA): 1,233.2 kW PV and 1200 kW/2400 kWh BESS
<i>Location</i>	Site One (District Office): 7051 Dublin Blvd, Dublin, CA 94568 Site Two (Field Operations Facility): 7035 Commerce Cir, Pleasanton, CA 94588 Site Three (WWTP): 7399 Johnson Dr, Pleasanton, CA 94588 Site Four (LAVWMA): 7176 Johnson Dr, Pleasanton, CA 94588
<i>Equipment Selection</i>	Tier 1 equipment for all major components.
<i>Construction & Financing of the System</i>	The System will be constructed by Endelos with REP serving as general contractor. REP will have full financial responsibility for the cost of labor and materials for the design, engineering, permitting, procurement, construction, installation, interconnection, testing and commissioning of the System.
<i>Energy Price</i>	Site One (District Office): \$0.1670/kWh, escalating at 0% annually Site Two (Field Operations Facility): \$0.1990/kWh, escalating at 0% annually Site Three (WWTP): \$0.2810/kWh, escalating at 0% annually Site Four (LAVWMA): \$0.1790/kWh, escalating at 0% annually
<i>Estimated First Year System Production</i>	Site One (District Office): 238,261 kWh Site Two (Field Operations Facility): 276,296 kWh Site Three (WWTP): 922,402 kWh Site Four (LAVWMA): 2,024,839 kWh
<i>Target Commercial Operation Date</i>	July 31 st , 2027
<i>Term of the Agreement</i>	20 years, commencing on the commercial operation date of the System, with the option to extend for two additional 5 year periods.

<i>Entitlement to Renewable Energy Credits</i>	Entitlement to all RECs and other environmental attributes will accrue to Buyer. For the avoidance of doubt, all U.S. federal tax credits will be claimed by Seller as the owner of the Project.
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<i>Purchase Option</i>	Option granted to Buyer to purchase the System at year 6 of the Agreement term, at an amount equal to the higher of the fair market value of the System and the applicable amount set forth in the Termination Schedule.
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<i>RFP Requirements</i>	Except as mutually agreed otherwise, the System shall operate and Seller shall perform in a manner consistent with the requirements of the RFP issued June 18, 2025 and Endelos' Response dated July 31, 2025, including, but not limited to, the insurance, legal requirements, and technical specifications therein.
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III. EXCLUSIVITY

It is acknowledged and agreed by the Parties that time is of the essence. In order to induce REP to incur material costs (including the procurement of equipment) relating to the transactions contemplated hereby, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, during the period (the “**Exclusivity Period**”) commencing on the execution date of this LOI (that being the date of execution by the second party to this LOI) (the “**Effective Date**”) until the earlier of (a) the execution of the Agreement or (b) ninety days from the Effective Date, Buyer and Consenting Party shall, and shall cause its representatives, agents, affiliates, advisors, consultants, directors, officers and employees (each, including Buyer and Consenting Party, a “**Designated Party**”), (i) not to engage in any discussion or enter into any agreement (whether verbal or written) with any third party solar provider, and (ii) to cease any and all existing discussions with any third party solar provider, in each case, relating to the installation of solar photovoltaic and/or battery storage facilities at the Site and/or the execution of a power purchase agreement, net metering agreement or any similar commercial arrangement or transaction to serve the electrical load at the Site.

If any Designated Party violates the restrictions set forth in this “Exclusivity” section or otherwise fails to negotiate in good faith during the Exclusivity Period, REP shall have the option to terminate the LOI, in addition to all other remedies available to REP at law or in equity or otherwise. Notwithstanding the foregoing, neither Party is entitled to payment or reimbursement for procurement of materials, equipment, or services prior to the execution of the Agreement contemplated and described in this LOI; all such procurement shall be considered at the risk of the Party.

IV. DUE DILIGENCE

During the Exclusivity Period, REP and Endelos, and their respective employees, agents, contractors, and consultants, shall have the right, upon reasonable advance notice to Buyer, to enter upon the Site during normal business hours to conduct such visual and informational inspections and non-invasive studies as REP may deem necessary or advisable to evaluate the feasibility of constructing, installing, operating, and interconnecting the System, which shall exclude geotechnical, environmental, structural, electrical, and utility interconnection assessments (collectively, “**Due Diligence Activities**”). Buyer shall cooperate with and assist REP in connection with such Due Diligence Activities, including by providing REP with copies of all relevant and available property records, utility bills, electrical diagrams, structural reports, environmental assessments, and other documentation reasonably requested by REP. REP shall conduct all Due Diligence Activities in a commercially reasonable manner. REP’s liability in connection with Due Diligence Activities shall be limited to direct damages proximately caused by REP’s negligence or willful misconduct.

V. BINDING EFFECT

Except as to the “Summary of Commercial Terms”, “Exclusivity”, and “Due Diligence” sections, this LOI does not create any binding commitments or legally enforceable agreements and imposes no obligations upon the Parties hereto, nor does it grant the Parties any rights with respect to the Agreement or the transactions contemplated thereby.

VI. LIMITATION OF LIABILITY

Except as set forth in the “Due Diligence” section, in no event shall either Party or its affiliates, directors, officers, or shareholders be liable to the other Party or its affiliates, directors, officers, or shareholders for any damages or liabilities of any type, whether arising in contract or tort or otherwise, to the extent arising out of this LOI, including any failure of the Parties to execute a long term solar power purchase agreement. This LOI is intended for the benefit of the Parties hereto, including the Consenting Party, and is not intended to and does not confer any benefit on any other third party.

VII. TERMINATION OF LOI

Unless extended by mutual, written agreement of the Parties, this LOI shall terminate, and be of no further force and effect, upon the earlier of (i) execution of the Agreement, or (ii) the expiration of the Exclusivity Period.

VIII. COMMUNICATION

Any communication in relation to this LOI and/or to the Agreement shall be addressed to:

Luke Emard, CEO
Renewable Energy Partners, Inc.
Email: luke.emard@renewepi.com

Samuel Egendorf
Range Renewables
Email: Samuel@rangerenewables.com

Jan Lee, General Manager
Dublin San Ramon Services District
Email: jlee@dssrd.com

Levi Fuller
Livermore-Amador Valley Water Management Agency
Email: fuller@lawwma.com

IX. GOVERNING LAW

This LOI, any other relevant correspondence and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of California and any proceedings arising from such correspondence will be subject to the exclusive jurisdiction of the state or federal courts located in Alameda County, California.

X. ADDITIONAL INFORMATION

Except as expressly provided for herein, each of the Parties hereto shall bear its own costs and expenses incurred in connection with the negotiation and execution of the Agreement.

Sincerely,



12/15/2025

Renewable Energy Partners, Inc.
Luke Emard, CEO
Date:

Agreed and Accepted:
Dublin San Ramon Services District

By: _____
Name: Jan Lee
Title: General Manager

Item No. 6 - Attachment

Date:

Consenting Party:
**Livermore-Amador Valley Water
Management Agency**

By: _____

Name: Levi Fuller

Title: General Manager

Date:

**ITEM NO. 7 – PROPOSED CAPITAL BUDGET ADJUSTMENT FOR FISCAL YEAR
2025/2026 - REVISED****Action Requested**

Approve and adopt an amendment to the FY 2025/2026 Budget.

Move to:

1. Approve an increase to the FY 2025/2026 Capital Budget in the amount of \$149,197 for HydroScience Engineering, Inc. for engineering, construction management, and construction inspection services for the San Leandro Sample Station Project.
2. Approve a contract amendment increasing HydroScience Engineering, Inc.'s total project contract amount to \$519,757.

Overall Capital Program Analysis

This adjustment would increase the LAVWMA's capital budget for FY 2025-2026 from \$4,426,500 to \$4,575,697, an increase of 3.37%.

Background and Updates

At the November 19, 2025 LAVWMA Board meeting, Item 9 addressed a proposed increase to the FY 2025/26 Capital Budget for the San Leandro Sample Station Project (**Project**), including increasing the not-to-exceed amount (**Cost Ceiling**) in the Agreement with HydroScience Engineering, Inc. (**HydroScience**) for construction management and inspection services by an additional \$179,197. This would have brought the Cost Ceiling in the Agreement with HydroScience to \$549,757 and increased the overall Project budget to \$1,577,354, a 14.1% increase.

At the Board's request, this item is being revisited at this meeting. An updated and reduced amendment request from HydroScience is attached as Attachment 1.

In response to the Board's concerns about the percent increase in HydroScience's original construction management and inspection budget, HydroScience revised their Amendment #4 proposal by removing the additional hours previously requested for Bill Slenter (Project Manager/Principal-in-Charge). Instead, the revised proposal requests only additional hours for Kyle Fooks, Construction Manager, and his inspection and engineering support team. Bill Slenter will continue to provide senior oversight and support to Kyle Fooks and the team but is not seeking fee coverage for those hours.

Key Reductions

- Total HydroScience hours requested decreased from 810 hours in the original proposal to 705 hours in the revised proposal—a reduction of 105 hours.
- The Cost Ceiling under the Agreement decreased from \$549,757 in the original proposal to \$519,752 in the revised proposal—a reduction of \$30,005.

The following summarizes factors for the significant increase in construction management and inspection effort for the Project, as compared to the original proposed scope:

- **Schedule:** The original scope assumed all field work would be completed in Summer 2024, and the total duration of field activities would be less than three months.
- **Coverage level:** The original scope was based on a lean construction management and inspection approach involving part-time field presence. A total of 180 hours of construction manager and inspection time were budgeted. This was believed to be sufficient to monitor the contractor's field activities and enforce the contract documents, given the nature of the work and assuming the contractor would, for the most part, plan the work and submit acceptable documentation in accordance with the Contract Documents.
- **Unanticipated challenges:** The Project is facing two years of delay due to a variety of reasons including fabrication and shipping delays on the 30" control valve, numerous resubmittals by the contractor (including insufficient System Outage Requests (SORs)), and other documented issues. Nine SORs have been processed to date when only around three were originally anticipated, and most required multiple rounds of revisions. HydroScience prepared five letters addressing contractual matters and concerns. It is anticipated that further correspondence with the contractor will be required prior to Project close-out. These types of issues were not originally budgeted for or expected.

HydroScience fully understands that the Project challenges have resulted in additional unanticipated costs. As the Owner's Representative, HydroScience is working diligently and in close coordination with LAVWMA to minimize those costs and evaluate potential remedies available to LAVWMA.

Bill Slenter from HydroScience is here to address any Board questions.

Attachment

1. Amendment Request #4 – Construction Phase Services for San Leandro Sample Station Improvement Project

November 29, 2025

Levi Fuller
 General Manager
 Livermore-Amador Valley Water Management Agency
 7051 Dublin Boulevard
 Dublin, CA 94568

HydroScience Engineers, Inc.
 10569 Old Placerville Road
 Sacramento, CA 95827
 T: 916.364.1490
 F: 916.364.1491

Subject: Amendment Request #4– Construction Phase Services for San Leandro Sample Station Improvements Project

Dear Levi:

HydroScience provides construction phase engineering services for the subject project. HydroScience requests a project budget amendment to address out-of-scope work associated with our engineering services during construction (ESDC), construction management (CM), and construction inspection (CI) roles on the Project. The following presents the current budget status, describes the out-of-scope work, and presents the requested amendment amounts.

Current budget status:

The table below summarizes the budget status for the HydroScience ESDC, CM, and CI tasks as of the date of this letter. Subconsultant tasks are not included in the table and to date have not been impacted by extra work. This status table includes invoiced amounts plus work-in-progress not yet billed to LAVWMA.

Task	Current Task Budget	Billed + Work in Progress	Budget Remain/(Over)	Budget % Spent	Budget % Remain
102 Bid/ESDC (HSE)	\$124,003	\$142,474	(\$18,471)	115%	OVER
103 CM/Insp (HSE)	\$124,507	\$224,148	(\$99,641)	180%	OVER

Background:

The prior Amendment Request #3, dated May 2, 2024, requested additional budget due to procurement delays, contractor compliance issues with the contract, and an extended construction duration. The revised completion date for the contract was assumed to be January 31, 2025 for budgeting purposes. At the time, this appeared to be an achievable date.

That amendment request included 55 hours of additional construction management time to cover additional coordination and meetings over the extended project duration ending January 31, 2025. The amendment request also included 182 hours of additional field inspection time, assuming 30% field presence (inspector on site 30% of the time the contractor is working) over 69 total working days of field activities.

November 29, 2025

Amendment Request #4 – Construction Phase Services for San Leandro Sample Station Improvements Project

Extended project duration:

Since the approval of Amendment #3, McGuire & Hester (M&H) has encountered significant additional delays that were not previously anticipated. The 30" EBDA ball valve arrived this month, after the end of dry weather. It is in storage awaiting installation next year.

Other aspects of the improvements at the San Leandro Sample Station (SLSS) were only partially completed by the end of the 2025 dry weather season. Panel modifications and full automation and testing are delayed until Summer 2026, along with all work at the 30" valve and flowmeter near the connection to EBDA. HydroScience will need to review SORs and oversee all this remaining work in 2026.

Increased contractor oversight and inspection:

HydroScience has responded to numerous unexpected project challenges by increasing the levels of CM coordination and CI field presence. This increase was required to adequately enforce the contract documents, coordinate field activities and outages, anticipate and mitigate risks, and ensure ongoing operations are protected. The number of hours per week of CM time, and the percent of field presence for our CI, have substantially increased from the assumed burn rates addressed by Amendment #3 and covered by our original scope of work. Additional efforts will be required this year related to contractual matters, and additional CM and inspection will be required in 2026 when work resumes after May 1. The following summarizes the major issues leading to the need for greater HydroScience involvement.

- **Schedule pressure related to summer outage restrictions:** The Contract Documents require outage work to be completed prior to October 1, 2025 - the end of the dry weather season. Because of long lead item delivery delays, M&H did not begin field work until August 12, 2025. This late start put significant schedule pressure on the entire project team to take all possible steps to expedite reviews of submittals and RFIs, assist with addressing deficiencies, hold additional meetings, and coordinate closely with all parties to maximize the potential for completing all outage work prior to October 1.
- **Service Outage Requests (SOR):** M&H struggled to plan for and prepare SORs that fully met contract requirements and could be approved by DSRSD. HydroScience coordinated closely with M&H to comment on these SORs and push them to address deficiencies. HydroScience then coordinated with DSRSD on SOR reviews. A significant amount of coordination via emails, phone calls, and meetings was required to move the SOR process forward. Additionally, M&H broke up the work into a high number of individual SORs, totaling eight so far. Some system outages such as the control panel modifications, testing and startup, and electrical work were not adequately planned for as the SORs required HydroScience to request an expedited review. HydroScience's effort to review and coordinate SORs has been significantly greater than originally budgeted.
- **Inspection Presence:** During initial inspections of the field work, HydroScience observed multiple instances of M&H failing to adhere to contract requirements, approved submittals, and approved SORs. Issues included insufficient traffic control, non-conformance with City of San Leandro encroachment permit requirements, non-approved materials such as flange bolts, unapproved closing of isolation valves, and working outside of the bounds of approved SORs. M&H is also submitting extra work tags for several items that will likely become the basis for change order requests. As a result of these issues, HydroScience has increased our inspection presence to 100% level of coverage to adequately monitor

November 29, 2025

Amendment Request #4 – Construction Phase Services for San Leandro Sample Station Improvements Project

the work, flag compliance issues, and independently verify labor and equipment for work that may be subject to a change order request. We expect and recommend this level of field presence going forward while M&H is working on site.

- **Vault Lid Issue:** On September 17, M&H submitted RFI 45 which advised that the precast SLSS vault lid was too tall to fit within the sidewalk. HydroScience discovered that the contractor ordered the vault without a fully approved submittal, and HydroScience's comments on the last round of that submittal included providing verified field measurements to assure fit, which never were submitted. A significant amount of office and field effort was required to review a proposed temporary solution to restore the road and sidewalk until a new vault lid could be ordered. The final resolution of this will need to be addressed next year.
- **Interim Testing:** HydroScience worked with DSRSD to plan and complete interim testing for the SLSS components installed. This required additional effort in the office and field.
- **Contractual matters and change orders:** HydroScience is working on correspondence to M&H regarding compliance issues, non-excusable delays, and corrective actions. HydroScience is reviewing a number of change order requests from M&H and the potential for additional ones exists. HydroScience has expended additional effort on these issues and expects further work will be needed.
- **Work in 2026:** LAVWMA has determined that aspects of project work shall be deferred until 2026, given that M&H cannot complete all outage-related work by the September 30, 2025 end of dry weather operation, particularly the EBDA valve and flowmeter upgrades. Budget needs to be allocated for HydroScience to provide CM and CI services in 2026 to observe the remaining work, run meetings, manage SORs, plus perform all close out services including close-out submittals, punchlist walks, negotiation of change orders, and as-built drawings.

HydroScience developed a proposed budget augmentation in **Attachment A** based on the following findings and future expectations:

- As of the date of this letter, HydroScience's unbilled labor is \$118,112 over the existing budget.
- We expect the contractor's outage related field work to resume in the next summer outage window in 2026. This work will involve installation and testing of the EBDA components and completion of the SLSS panel work, automation, and testing. HydroScience will need to provide construction management and inspection.
- Other ongoing and future work will include: review of SORs associated with EBDA work, negotiating change orders to date, negotiating a contract time extension until 2026, addressing the contractual matters discussed previously, reviewing close-out submittals, and preparing as-built drawings. We are expecting aspects of these negotiations will be challenging.

The proposed budgetary amendment to address this additional scope is **\$149,192**. This amendment would increase our total contract amount to \$519,752. Attachment A provides a detailed breakdown of the proposed fee and hours to address the above tasks.

We appreciate your consideration of this request. Please contact me at bslenter@hydroscience.com or (916) 273-6035 with any questions.

Sincerely yours,

November 29, 2025

Amendment Request #4 – Construction Phase Services for San Leandro Sample Station Improvements Project

HYDROSCIENCE ENGINEERS



Bill Slenter, PE
Project Manager

Attachment A: Amendment Fee Detail

ATTACHMENT A

Amendment Request #4

LAVWMA Engineering Services for San Leandro Sample Station Improvements Project

November 7, 2025

Task	Description	Curtis Lam	Bill Slienter	Eric Jones	Kyle Fooks	Design Support & CM/Ci	Eya Founas	Thinh Le	Drafting	HSE Hours	HSE Fee	Travel and Repro	VE Solutions Structural	BSK Materials Testing	Direct Charges Markup	Expense Subtotal with Markup	Total Fee	
		Princ	Princ	E-VI	E-II	E-III	E-VI	CAD Mgr										
		\$305	\$305	\$253	\$204	\$215	\$253		\$160									
3	Bid Support and ESDC Amendment																\$19,398	
	General Coordination & PM			4						4	\$1,012							\$1,012
	Submittal Review			12	8	20	18			58	\$13,522							\$13,522
	RFI Response			4	4		12			20	\$4,864							\$4,864
	Contractual and Change Order Support									0	\$0							\$0
4	Construction Mgmt & Inspection Amendment																\$129,794	
	Construction Meetings			4	30		4			38	\$8,144							\$8,144
	Construction Management				310		14			324	\$66,782							\$66,782
	Inspection				245		16			261	\$54,028	\$800						\$54,868
SUBTOTAL		0	0	24	597	20	64	0	705	\$148,352	\$800	\$0	\$0	\$40	\$840		\$149,192	

Change to Contract Total

Original Contract Amount	\$185,000
Amendment #1	\$44,800
Amendment #2	\$54,814
Amendment #3	\$85,946
This Amendment #4	\$149,192
Revised Contract Amount	\$519,752