



# STANDARD CONSULTANT AGREEMENT

Terms and Conditions Template (Capital)  
1/1/2023 – 12/31/2023

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and GHIRARDELLI ASSOCIATES, INC., a California Corporation (Consultant), individually the Party or collectively the Parties.

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

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

## SECTION ONE

### SCOPE OF SERVICES

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

## SECTION TWO

### DUTIES OF CONSULTANT

#### 1. Performance

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

## **2. Consultant Controlled Areas**

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

## **3. Licensing**

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

## **4. Valley Water's Approval of Deliverables**

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

## **5. Errors and Omissions**

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

## **6. Valley Water Standardization Requirements**

- A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's CADD standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted

CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by Consultant.

## **7. Consultant's Key Staff and Subconsultants**

- A. Consultant's Key Staff and firms subcontracted by the Consultant (Subconsultants) assigned to perform the Services are identified in the Schedule(s), Scope of Services, Attachment Three, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to Valley Water for concurrence.
- C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
  - 1) Consultant must obtain Valley Water's approval of all Subconsultants. Upon Valley Water's request, Consultant must provide copies of all Subconsultant agreements.
  - 2) Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to Terms and Conditions of this Agreement.
- D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of Valley Water, on written notice from Valley Water, Consultant will have 15 calendar days to remove that person from the Project and provide a replacement acceptable to Valley Water.
- F. Consultant will not charge Valley Water for the time it takes Consultant's replacement personnel to obtain Valley Water-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff: Valley Water's authorized representative may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.
- H. Consultant's Subconsultants
  - 1) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
  - 2) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same Scope) or a new Subconsultant is added (to perform new Scope),

provided the firm complies with all insurance requirements established by Valley Water for such work; such approval will be confirmed in writing.

## **8. Compliance with All Laws**

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

## **9. Occupational Safety and Health**

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

## **10. Consultant as Independent Contractor**

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

Agreement, Valley Water exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

## **11. Standard of Care**

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

## **SECTION THREE**

### **DUTIES OF VALLEY WATER**

#### **1. Available Data**

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

#### **2. Review of Deliverables**

- A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.
- C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.

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

### **3. Access to Valley Water Facilities**

Valley Water will facilitate access to Valley Water facilities as required for the Consultant to perform the Services.

## **SECTION FOUR**

### **FEES AND PAYMENTS**

#### **1. Total Fixed Not-to-Exceed Fees**

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to Consultant according to the terms provided for herein and in the Schedule, Attachment One, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services.
- B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, remaining funds previously budgeted for tasks that are completed, reduced, or deleted, may be re-allocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fee is not exceeded. Transferring funds from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced or deleted. If the Scope of Services of a task is reduced or deleted, the portion of the funds attributable to that reduced or eliminated task may be reallocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.



- D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current IRS rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

## 2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
  - 1) Employee classification and name itemized with all labor charges by Service task;
  - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
  - 3) Other direct charges and expenses by Service task;
  - 4) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in Schedule(s), Attachment One, Fees and Payments, and/or Task Orders; and
  - 5) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Consultant will email the complete signed and dated electronic invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic invoice but is intended to reduce potential for re-submittals of electronic invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule,

Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.

1) The monthly progress report shall include:

- a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
  - b. A look-ahead schedule listing deliverables and activities planned for the next two months;
  - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
  - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
  - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
  - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
  - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
  - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
  - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.



- E. Consultant shall email all invoices to: [APinvoice5750@valleywater.org](mailto:APinvoice5750@valleywater.org)

Valley Water mailing address for invoices, if needed:

Santa Clara Valley Water District  
Attention: Accounts Payable  
P.O. Box 20670  
San Jose, CA 95160-0670

- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:

- 1) Agreement Number;
- 2) Full Legal Name of Consultant/Firm;
- 3) Payment Remit-to Address;
- 4) Invoice Number;
- 5) Invoice Date (the date invoice is mailed);
- 6) Detailed description of services provided, including the “distribution account(s)” for those services;
- 7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and
- 8) Beginning and end date for billing period that services were provided.

- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.

- H. Valley Water Project Manager will review Consultant’s written invoice within five Valley Water business days of receipt, address any questions with Consultant’s Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.

I. Invoice Disputes

1. Valley Water may in good faith assert a *bona fide* dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant’s submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute and will describe Valley Water’s reason(s) for disputing each such item.

2. Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the Dispute pursuant to the Standard Consultant Agreement, Appendix Two, Dispute Resolution.
- J. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.
- K. Consultant shall ensure that its personnel performing services pursuant to this Agreement document their time doing so.

### 3. Prevailing Wages

- A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
- B. Labor Code §1720 provides as follows:

"(a) As used in this chapter, "public works" means all of the following:

  - (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."
- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and

Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.

- F. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, in electronic or hard copy format, at Valley Water's discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.
- G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to Valley Water executing a Task Order for Services involving public works, as defined herein, Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by Valley Water, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.

#### 4. Retention

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

### SECTION FIVE

#### SCHEDULE OF COMPLETION

##### 1. Performance of Tasks

Consultant will commence performing the tasks described in this Agreement, in accordance with the attached Schedule(s), Scope of Services, upon receipt of the Notice to Proceed (NTP) issued by Valley Water.

##### 2. Project Schedule Table

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

Water to provide the timeline of all tasks and subtasks, including the site visits, document review, meetings, and deliverables.

### **3. Monitoring of Project Schedule**

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

### **4. Project Delays**

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

### **5. Changes to the Project Schedule**

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

## **SECTION SIX**

### **AGREEMENT MODIFICATIONS**

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

## **SECTION SEVEN**

### **TERM AND TERMINATION**

#### **1. Term & Automatic Termination**

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

#### **2. Valley Water Rights**

- A. Suspension: Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within 90 days from the date of the

notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.

- B. Termination for Convenience: Valley Water may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in Section Seven, Term and Termination, subsection 3. Consultant's Compensation upon Termination or Suspension.
- C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from Valley Water specifying such failure or violation, Valley Water will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
- D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for Valley Water's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- E. The rights and remedies provided herein to Valley Water are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

### **3. Consultant's Compensation upon Termination or Suspension**

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

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

#### **4. Survival**

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

### **SECTION EIGHT**

#### **INDEMNIFICATION**

Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including, without limitation, interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed on the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

### **SECTION NINE**

#### **INSURANCE REQUIREMENTS**

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

### **SECTION TEN**

#### **OWNERSHIP AND REUSE OF DELIVERABLES**

##### **1. Valley Water Ownership**

All deliverables and other materials prepared by Consultant, including computer programs and media developed by the Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven, Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of Valley Water. Consultant will provide Valley Water with such deliverables and material at appropriate times during this Agreement.



Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

## **2. Reuse of Instruments of Service**

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

## **3. Copies of Data**

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

## **4. Computer-Generated Material**

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

## **5. Work for Hire**

Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to Valley Water by Consultant according to the Terms of this Agreement, in or by any medium is deemed to be "work for hire" according to the copyright laws of the United States and the copyright belongs to Valley Water.

## **6. Copyright Claims**

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

# **SECTION ELEVEN**

## **EQUAL OPPORTUNITY**

### **1. Equal Opportunity Employer**

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion,

classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

## **2. Compliance with Applicable Equal Opportunity Laws**

The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

## **3. Investigation of Claims**

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender.

# **SECTION TWELVE**

## **MISCELLANEOUS PROVISIONS**

### **1. Entire Agreement**

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule(s), Attachments to the Schedule(s), and all executed Task Orders, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and its executed Task Orders, which are incorporated herein by this reference, and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

## **2. Formation of Agreement**

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

## **3. No Assignment**

- A. The expertise and experience of Consultant are material considerations for Valley Water's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of Valley Water in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of Valley Water.
- B. In no event shall an assignment of any interest in this Agreement release the Consultant from its duties and responsibilities as described in this Agreement nor shall the Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

#### **4. Reasonableness**

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

#### **5. Gifts**

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

#### **6. Audits**

Consultant agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide Valley Water and its agent(s) with any relevant information requested, in electronic and hard copy format, at Valley Water's discretion, and will permit Valley Water and its agent(s) access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees (alternatively, by phone at Valley Water's discretion) and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit, such as by a government agency, providing Valley Water with grant funds to pay for Consultant's services for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three years after final payment as provided for in this Agreement.

#### **7. Force Majeure**

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

#### **8. Binding Effect**

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

#### **9. Choice of Law and Venue**

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

## 10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.
- D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.
- E. Notwithstanding the aforementioned Confidentiality requirements, upon the request of Valley Water Project Manager, Consultant, and its Subconsultants shall execute Valley Water's most current Non-Disclosure Agreement in effect at that time.
- F. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

## 11. Release of Information Prohibited

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

## 12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or

proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.

- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
  - 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
    - a. Within 30 calendar days of the effective date of this Agreement; or
    - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
  - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a need to correct or change to their disclosure information.
  - 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement that filed an Assuming Office Statement shall file an Annual Statement in a manner prescribed by Valley Water, during Valley Water's annual filing season, as determined by Valley Water;
  - 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement that filed an Assuming Office Statement shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:
    - a. Upon termination of this Agreement; or
    - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code).



- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code §81000 et. seq. and §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s) and subcontractor(s) employee(s) from the Project and provide a replacement acceptable to Valley Water.
- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

### 13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard Consultant Agreement, Appendix Three, Task Order Template). The proposed Task must identify the following:
  - 1) Description of the Services, including deliverables;
  - 2) The total Not-to-Exceed Fees for Consultant to complete the Services, including estimated number of hours per assigned staff to complete the Services;
  - 3) Proposed staff that will be assigned to complete the Services, including resumes if not previously provided to Valley Water's Project Manager;
  - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
  - 5) Schedule for completing the Services; and
  - 6) Copies of applicable state and federal permits required to complete the Services, unless previously provided to Valley Water.
- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard Consultant Agreement, Appendix One, Additional Legal Terms, and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made

for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.

- D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.

#### **14. Good Neighbor**

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

#### **15. Governmental Permits and Notifications**

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

#### **16. Taxes and Benefits**

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

#### **17. Nonwaiver of Rights**

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

#### **18. No Third-Party Beneficiaries**

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim

under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

## **19. Severability**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

## **20. Debt Limitation**

This Agreement is contingent on the appropriation of sufficient funding by Valley Water for the services described in this Agreement. Valley Water is subject to laws or policies which limit its ability to incur debt in future years. Nothing in this Agreement shall constitute an obligation of future legislative bodies of Valley Water to appropriate funds for purposes of this Agreement.

## **21. Notices**

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

VALLEY WATER:

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

CONSULTANT:

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

## **22. Appendices**

The following list of Standard Consultant Agreement Appendices are incorporated herein by this reference as though set forth in full:

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

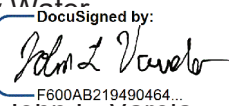
## **23. Schedule(s) and Attachments**

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

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

**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

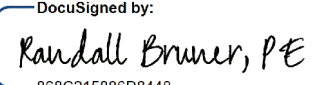
**SANTA CLARA VALLEY WATER DISTRICT**

Valley Water District  
By:   
F600AB219490464...  
John L. Varela  
Chair, Board of Directors

Date: April 25, 2023

ATTEST:  
By:   
7E1632DBD93E40C...  
Michele L. King, CMC  
Clerk, Board of Directors

**GHIRARDELLI ASSOCIATES, INC.**

Consultant  
By:   
868C215886D8448...  
Randall Bruner, P.E.  
President/CEO

Date: 4/10/2023

Consultant's Address:  
2055 Gateway Place, Suite 470  
San Jose, CA 95110

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

**1. Conflict of Interest for Future Services**

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, shall not submit a proposal independently or as part of a team:

- A. For any agreement to be awarded for construction of any project that is related to the Services provided pursuant to this Agreement;
- B. In response to any request for proposal or Valley Water solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- C. For any single or sole source products/services related to the Services pursuant to this Agreement or have a financial stake in any single or sole source products/services resulting from this Agreement.

**2. Dispute Resolution**

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

**3. Small Business Enterprise (SBE) Participation - NOT USED**

**4. Task Order Approvals**

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water Deputy Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.
- C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. [NOT USED]
- D. Valley Water Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. [NOT USED]
- E. The total not-to-exceed amount for any one Task Order shall not exceed \$[NTE Amount]. [NOT USED]

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

**1. Consultant's Questions and Concerns**

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

**2. Dispute Resolution**

**A. Alternate Dispute Resolution**

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

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

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

**3. Negotiations Before and During Mediation**

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

**4. Voluntary Mediation**

**A. Initiation of Mediation**

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

**B. Request for Mediation**

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

**C. Selection of Mediator**

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

**D. Qualifications of a Mediator**

- 1) Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.



**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

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

**E. Vacancies**

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

**F. Representation**

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

**G. Time and Place of Mediation**

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

**H. Identification of Matters in Dispute**

- 1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.
- 2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

**I. Authority of Mediator**

- 1) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute.
- 2) The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

- 3) Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the mediator or the Parties, as determined by the mediator.
- 4) The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

**J. Privacy**

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

**K. Confidentiality**

Except as provided by California or federal law or regulation:

- 1) The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.
- 2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.
- 3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.
- 4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
  - a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;
  - b. Statements made by the other Party in the course of the mediation proceedings;
  - c. Proposals made or views expressed by the mediator; and
  - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

**L. No Stenographic Record**

There shall be no stenographic record of the mediation.

**M. Termination of Mediation**

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

The mediation shall be terminated:

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

**N. Exclusion of Liability**

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

**O. Interpretation and Application of These Mediation Provisions**

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

**P. Expenses**

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

**5. Compensation for Participation in Mediation**

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

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

Task Order No. \_\_\_\_\_

Title: \_\_\_\_\_

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

Valley Water: \_\_\_\_\_

Consultant: \_\_\_\_\_

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

1. Upon full execution of this Task Order No. \_\_\_\_\_, as set forth in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
  - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;
  - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;
  - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and
  - D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and
  - E. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fixed fees or at the hourly rates established in Schedule CM, Attachment One, Fees and Payments. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

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

4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].
5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]
  - A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
  - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

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

\_\_\_\_\_  
DATE

Signature:

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

\_\_\_\_\_  
DATE

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District (District or Valley Water), the Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

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

In addition to certificates, Consultant must furnish District with copies of all original endorsements affecting coverage required by this Appendix Four Insurance Requirements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the Agreement is executed.** In the event of a claim or dispute, District has the right to require Consultant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix Four Insurance Requirements.

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, District Risk Manager at (408) 630-2213.

### **Certificates of Insurance**

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

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to [valleywater@ebix.com](mailto:valleywater@ebix.com).

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement/PB No. VW0197**

**IMPORTANT: The agreement or CAS number must be included.**



**STANDARD CONSULTANT AGREEMENT  
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In the Description of Operations/Locations/Vehicles/Special Items Box:

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

**If Consultant receives any notice that any of the insurance policies required by this Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Appendix Four Insurance Requirements are canceled or coverage is reduced.**

**Maintenance of Insurance**

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

**Renewal of Insurance**

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

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:

[valleywater@ebix.com](mailto:valleywater@ebix.com)

2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement/PB No. VW0197**

**IMPORTANT: The agreement or CAS number must be included.**

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

**Required Coverages**

1. **Commercial General/Business Liability Insurance** with coverage as indicated:

**\$2,000,000** per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

**STANDARD CONSULTANT AGREEMENT  
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General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

**2. Business Auto Liability Insurance** with coverage as indicated:

**\$2,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

**\$5,000,000** per claim/ **\$5,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
  - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
  - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
  - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
  - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

**4. Workers' Compensation and Employer's Liability Insurance**

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

**General Requirements**

**With respect to all coverages noted above, the following additional requirements apply:**

**1. Additional Insured Endorsement(s):** Consultant must provide an additional insured

## STANDARD CONSULTANT AGREEMENT APPENDIX FOUR INSURANCE REQUIREMENTS

endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
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coverage.

8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**STANDARD CONSULTANT AGREEMENT  
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**CHECK LIST OF DOCUMENTS NEEDED**

<b>General Liability:</b>	A.	Limits <b>(\$2,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Auto Liability:</b>	A.	Limits <b>(\$2,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Umbrella:</b>	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
<b>Workers Comp:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
<b>Professional Liability:</b>	A.	Limits <b>(\$5,000,000)</b>	
	B.	Cancellation Endorsement	

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## **SCHEDULE CM SCOPE OF SERVICES**

### **1. Representatives**

- A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water shall be addressed to Valley Water's Project Manager (VWPM).

Caitlin McAlpine, P.E. (Valley Water Project Manager)  
Associate Engineer  
Design and Construction Unit #1  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-2202  
Email: [cmcalpine@valleywater.org](mailto:cmcalpine@valleywater.org)

Madhu Thummaluru, P.E., G.E. (Valley Water Unit Manager)  
Engineering Manager  
Design and Construction Unit #1  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-2256  
Email: [mthummaluru@valleywater.org](mailto:mthummaluru@valleywater.org)

Bhavani Yerrapotu, P.E.  
Deputy Operating Officer  
Watersheds Design and Construction Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3686

Phone: (408) 630-2735  
Email: [byerrapotu@valleywater.org](mailto:byerrapotu@valleywater.org)

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

Charles Krueger, P.E., QSD  
Division Director – Bay Area  
2055 Gateway Place, Ste. 470, San Jose, CA 95110  
Phone: 510.867.4452  
Email: [charlie@ghirardelliassoc.com](mailto:charlie@ghirardelliassoc.com)

- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 21., Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.



## **SCHEDULE CM SCOPE OF SERVICES**

Randall Bruner, P.E.  
President/CEO  
2055 Gateway Place, Ste. 470, San Jose, CA 95110  
Phone: 408.930.3410  
Email: randy@ghirardelliassoc.com

### **2. Scope of Services**

- A. This Schedule CM, Construction Management Scope of Services describes the professional construction management (CM) services to be performed by Consultant for the Valley Water Coyote Creek Flood Management Measures Project (CCFMMP).
- B. Valley Water may amend the agreement to add construction management services for Coyote Creek Flood Protection Project (CCFPP), another project located in the same geographic area of Coyote Creek in San Jose, and currently in the design phase. If this option is exercised, the specific scope of services would be negotiated and included as an amendment to the agreement. Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for construction management services for CCFPP and/or utilize Valley Water staff to perform such services.
- C. The Project construction scope consists of the following:
  - 1) Clearing and grubbing within the Project limits, including the removal and legal disposal of the designated trees, debris, and other miscellaneous items;
  - 2) Demolition, removal, and disposal/recycle of existing residential structures, other structures, concrete features, fences, rubble, and other debris within project limits;
  - 3) Sheet pile floodwall construction, including welding and use of specialized equipment to limit noise and vibration disturbance to nearby residents and properties, such as Giken Silent Piler equipment or equivalent;
  - 4) Coordination, data collection and monitoring of vibration of adjacent structures during construction;
  - 5) Structural concrete and rebar placement;
  - 6) Earthwork, including excavation and fill placement;
  - 7) Floodgate and flood door installation, including inspections and testing;
  - 8) Glass floodwall construction, including welding;
  - 9) Inspection and monitoring of aesthetic treatment installation on floodwall;
  - 10) Coordination, monitoring and inspection of floodwall tie-in to existing bridges, including Caltrans and City of San Jose;

## **SCHEDULE CM SCOPE OF SERVICES**

- 11) Coordination with adjacent City of San Jose Coyote Creek Pedestrian Pathway and Bridge Construction Project;
- 12) Coordination, monitoring and inspection of existing utility relocation and protection;
- 13) Review, inspection and monitoring of Traffic Control Plan prepared by Contractor;
- 14) Inspection and monitoring of hydroseeding on banks and temporarily disturbed areas and revegetation;
- 15) Inspection and monitoring of plantings, mitigation plantings, in accordance with the Mitigation Monitoring and Reporting Plan, and other plantings during the contractor's establishment period;
- 16) Other miscellaneous construction work and items necessary to satisfactorily complete the demolition and construction work;
- 17) Protection of trees that are not identified to be removed;
- 18) Compliance with the National Pollutant Discharge Elimination System Construction General Permit, available online at [https://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.html](https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.html), and implementation of the approved Stormwater Pollution Prevention Plan;
- 19) Compliance with the Project regulatory permits, copies of which will be provided to Consultant including the California Department of Fish and Wildlife Lake and Streambed Alteration Agreement; San Francisco Bay Regional Water Quality Control Board Water Quality Certification; and Santa Clara Valley Habitat Plan compliance (including avoidance measures and BMPs). For Coyote Creek Flood Protection Project, the US Army Corps of Engineers Section 404 Clean Water Act Permit (CCFPP only).
- 20) Compliance with Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) Loan monitoring and inspecting requirements for Coyote Creek Flood Protection Project (CCFPP only).
- 21) Replacement, in kind, of any existing landscaping that will be disturbed by construction activities. Any landscape, fences or structures, including access points, disturbed by construction shall be replaced in kind.

### **3. Project Objectives**

A. The primary objectives of the Project include:

- 1) Reduce the risk of flooding to homes, schools, businesses, and transportation networks from flood flows associated with a 20-year recurrence interval flood, approximately equivalent to the February 2017 flood event (pertains to CCFMMP and CCFPP).
- 2) Reduce the risk of flooding in San José as a result of water releases from Valley

**SCHEDULE CM  
SCOPE OF SERVICES**

Water’s Anderson Dam that may occur after construction of Valley Water’s Anderson Dam Tunnel Project (ADTP), scheduled to be completed approximately November 2024 (pertains only to CCFMMP).

- B. Valley Water’s intent is to successfully complete the Project while effectively managing and limiting the Project risks, including but not limited to, the cost, schedule, quality, and safety. Consultant is responsible for providing professional construction management services to achieve unified oversight and management of the Project that meets Valley Water’s intent.

**4. Project Background**

- A. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County’s 1.8 million residents and businesses. Valley Water effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. One of Valley Water’s most critical water supply facilities is the Anderson Dam/Reservoir, which is under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Division of Safety of Dams and must meet their dam safety design standards.
- C. Pursuant to FERC’s authority, for public health and safety reasons, on February 20, 2020, Valley Water received an Order from FERC to further reduce risks to public safety by implementing certain risk reduction measures for dam operation and design. The elements identified in this Scope of Services are necessary to be designed and constructed as avoidance and minimization measures in anticipation of the construction of Valley Water’s Anderson Dam Tunnel Project (ADTP), and to prevent flooding within urbanized areas of San José as a result of the water releases from the tunnel after November 2024. Valley Water created the CCFMMP in response to the FERC Order.
- D. CCFPP will construct all the remaining Coyote Creek flood protection elements within the Project geographic area that are necessary to convey flows similar to those that occurred during the February 2017 flood event and additional flows from the stage 2 diversion tunnel built as part of Anderson Dam Seismic Retrofit Project (ADSRP).
- E. Project construction schedule is estimated as follows:

**Coyote Creek Flood Management Measures Project (CCFMMP):**

Description	Dates
Milestone #1: Completion of all civil, special structures, plantings, and all associated work within the project area.	May 2023 – September 2024

## SCHEDULE CM SCOPE OF SERVICES

Milestone #2: Completion of the three-year landscaping and plant establishment maintenance period.	October 2024 – September 2027
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### 5. Assumptions and Requirements

#### A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, as requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, as requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** Valley Water will review and comment in writing on all Project deliverables and forward to Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following a Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to Consultant. The review comments provided by Valley Water staff in writing and during any review workshops shall be documented by Consultant as meeting minutes and shall be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various Valley Water work. If requested, Consultant shall perform some of the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, Valley Water Project Manager (VWPM) will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.
- 6) **Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by Valley Water.

## SCHEDULE CM SCOPE OF SERVICES

- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

### **B. Project-Specific Assumptions and Requirements.**

- 1) Consultant must coordinate with and support Valley Water's Office of Communications in its lead role regarding community outreach.
- 2) Consultant will coordinate with Valley Water's Construction Services Unit regarding any inspection and monitoring of work.
- 3) Consultant will provide construction management services for Milestone 1 through 2 in accordance with Section 4.E. Project Background, from the First Charged Day as stated in the Notice to Proceed through Valley Water's issuance of Milestone 1 and 2 completion letters in accordance with the Contract Documents.

- 4) All Consultant on-site staff will complete Valley Water QEMS awareness training before preparing the Construction Management Plan. Consultant will administer the training from the link below and submit a list of the attendees:

<https://www.youtube.com/watch?v=lgirRMTEoc>

- 5) Consultant may use a proprietary web-based portal for document control. The portal can also interact and utilize a traditional document control system. Consultant's web-based portal will also accommodate file exchange needs for the Project.
- 6) If the Agreement is amended to add CCFPP, there may be a phased overlap period during which the Consultant will need to be able to provide construction management services to both CCFMMP and CCFPP.
- 7) Constructability review and independent cost estimating services were provided by a Standard On-Call Consultant Agreement with OCMI, Inc. prior to award of this Contract.

## **6. Construction Management Phase Tasks**

### **Task 1 - Project Management**

The purpose of this task is for the Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fee limit stated in Schedule CM, Attachment One, Fees and Payments, and in accordance with Project schedule stated in Schedule CM, Attachment

## SCHEDULE CM SCOPE OF SERVICES

Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet the requirements of Valley Water and each Project. The Consultant will perform the following tasks as described below.

- 1.1 Construction Management Work Plan (CMWP).** Consultant will prepare a CMWP in accordance with the scope of services and shall include an organization chart, a list of the roles and responsibilities of each team member as well as subconsultants and their staff, and the Consultant's approach to effectively manage and administer the Construction Contract including processes, procedures, techniques and methods to monitor the construction schedule and the Contractor's budget, communication protocols, document control and other administrative procedures. A construction specific Safety Management plan shall be included with the CMWP (refer to Task 5 Safety Management, 5.1 Safety Program).
- 1.2 Construction Management Action Items and Decisions Log.** Consultant shall establish and maintain a log of Construction Management Action Items and Decisions. This log shall document action items and concerns and issues throughout the term of the Agreement which require resolution by Valley Water and/or Consultant. The log shall contain significant construction management issues requiring a decision or action by Valley Water and/or Consultant. Review of the issue/action-tracking log shall be an agenda item at all meetings chaired by the Consultant. At a minimum, the log shall indicate:
  - a. When the issue/action was first identified;
  - b. A brief description of the issue/action;
  - c. The party responsible for resolving the issue/action;
  - d. The proposed resolution of the issue/action;
  - e. The due date for resolution of the issue/action;
  - f. The current status of resolution of the issue/action;
  - g. The final resolution of the issue/action; and
  - h. The date when the issue/action was resolved.
- 1.3 Construction Contract Monthly Progress Report.** The Monthly Progress Report shall provide an overview of the construction activities and progress toward completion of the construction of the Project. The Report shall be submitted at the same time that the Consultant's monthly invoice for services is submitted.
  - 1.3.1** The Report will summarize the status of the construction of the Project and incorporate the summary into a record of the construction progress, adjustments in contract cost and schedule, and an evaluation of Contractor's Quality Control, and will provide Valley Water with justification for monthly construction contract payment.
  - 1.3.2** The report will provide a detailed breakdown for Contractor payment and status of RFIs and submittals, will inform Valley Water of the construction progress and will consist of summaries of:
    - a. An assessment of actual versus planned progress in completing the work, including a description of the tasks, and deliverables completed to date;



## SCHEDULE CM SCOPE OF SERVICES

- b. For each task, the percentage of services performed versus the percentage of Agreement not-to-exceed fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
- c. For each task, the percentage of the fees incurred for such task compared to the dollar amount allocated to such task;
- d. Identify costs to date and forecast to complete remaining tasks including staffing by task;
- e. Management Action Item and Decision Log to document action items, concerns, and issues throughout the term of this Agreement, which require resolution by Valley Water and/or Consultant;
- f. Disputes;
- g. Public outreach activities;
- h. Potential risk management issues and required actions;
- i. Photographs of ongoing work;
- j. Payment to date for each bid item, and monthly updated cost-loaded schedule (S-Curve);
- k. Status and logs of RFIs and submittals, including Consultant's response times;
- l. Summary of Contractor's quality control activities;
- m. Status of Contract Documents Clarification;
- n. Status and logs of Potential Change Order, Directed Change Order, Change Order and budget;
- o. Summary of trends and/or potential risk costs;
- p. Potential disputes or claims;
- q. Public outreach issues; and
- r. Any changes in Consultant's key staff or subconsultants.

**1.4 Management Meetings.** The Consultant will organize and conduct the following meetings at a frequency mutually agreed upon or as directed by Valley Water. Consultant will prepare agendas and minutes for these meetings.

1.4.1 Monthly progress meetings with the Consultant and Valley Water Project Manager to review the monthly invoice and progress report (refer to the Standard Consultant Agreement, Section Four, subsection 2. Consultant Monthly Invoices, paragraph C.), risk management issues, action items and decision logs, other issues and concerns.

1.4.2 One-on-one weekly meetings with Valley Water to provide a brief update of the Consultant's activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention, in a weekly/bi-weekly meeting/conference call with the Valley Water Project Manager.

**1.5 Coordination and Communication with External Agencies.** Consultant will assist Valley Water Project Manager with coordination and communication with appropriate regulatory or other agencies, elected officials, City of San José staff, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Construction Management activities and other related issues as requested by Valley Water. Consultant shall report on these activities in the monthly progress report.

## SCHEDULE CM SCOPE OF SERVICES

**1.6 Public Outreach.** If requested, the Consultant will provide support and assistance to Valley Water's public outreach activities including preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by Valley Water Project Manager.

1.6.1 Consultant will report on these activities in the monthly progress report. Consultant will provide public outreach information input for periodic newsletters and public meetings, apprising the public of progress made, problems solved, and safety records achieved as well as other information related to the Project; attend public outreach meetings and arrange and attend press conferences; provide information for materials for public outreach to be prepared by Valley Water's neighborhood liaison.

**1.7 Neighborhood Communications.** Consultant will assist Valley Water with neighborhood communications with communication strategies that may include message planning, proactive positive communication and building strong relationships within the community, working with Valley Water's neighborhood communications staff to monitor Contractor activities, and assist with responses to inquiries from neighbors. Consultant will report on these activities in the monthly progress report. Consultant will:

1.7.1 Assist Valley Water with maintaining positive relationships with the neighborhoods surrounding the project site and effectively communicate issues related to the impacts of construction; track, manage, and respond to public inquiries and complaints, using a public web-based software program acceptable to Valley Water.

1.7.2 Assign a contact person to assist Valley Water in providing information for public interface to quickly address any complaints and answer any questions that may arise.

1.7.3 Immediately direct any public and media inquiries to Valley Water's assigned Public Information Representative.

1.7.4 Immediately inform Valley Water's Project Manager of any and all interactions with the public and media (e.g., if approached at the construction site, if received a phone call, etc.).

1.7.5 Provide construction status, schedule updates and relevant technical information as required by Valley Water; provide updates on status of outreach inquiries at weekly progress meetings and summarize outreach issues and decisions in Construction Contract Monthly Progress Report. Provide monthly photos of the construction site to Valley Water's Project Manager and Public Information Representative for use on the Project website, social media accounts and other outreach materials.

1.7.6 Monitor sensitive neighborhood issues, including but not limited to, noise, dust, vibration, Contractor's working hours, truck traffic, Contractor deliveries, and off-haul of debris.

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### **1.8 Project-Specific Subtasks**

1.10.1 Not Used.

#### **Task 1 - Deliverables**

1. Construction Management Work Plan (Draft and Final)
2. Monthly Invoice
3. Monthly Progress Report to be provided with Monthly Invoice
4. Construction Contract Monthly Progress Reports
5. Construction Management Action Item and Decision Log
6. Construction status, schedule updates, and relevant technical information
7. Attendance at One-on-One Meetings, Construction Management Meetings, and Workshops
8. Weekly or Bi-weekly Meetings/Conference Calls attendance and notes. Frequency of meetings and calls will be at Valley Water's discretion
9. Meeting Agendas, Minutes and Action Items List
10. Outreach materials such as graphic images
11. Provide information regarding neighborhood inquiries or communication to Valley Water's neighborhood liaison
12. Report containing information regarding neighborhood issues, noise, dust, vibration, contractor working hours, truck traffic, deliveries, and off-haul of debris

#### **Task 1 - Assumptions**

1. Monthly progress report is described in the Standard Consultant Agreement, Section Four, Fees and Payments, and Task 4 Construction Administration and Change Management for CCFMMP. Construction Contract Monthly Progress Report to be provided by Consultant with monthly invoice.
2. Weekly or bi-weekly meetings/conference calls attendance and notes. Frequency and type of meetings and calls (in person or by phone) will be at Valley Water's discretion.
3. Valley Water will lead public outreach activities with support from Consultant. The assumed extent of Consultant's level of effort is eight hours per month related to public outreach and assistance at meetings. Additional public outreach assistance may be performed pursuant to Task 10 Supplemental Services, subtask 10.2.10 Additional public outreach services.
4. Consultant will support Valley Water's efforts with neighborhood communications.

#### **Task 2 - Preconstruction Services**

- 2.1 Bidding Assistance.** Consultant will assist Valley Water with its Contractor bidding process by reviewing and analyzing all bids submitted.

2.1.1 Consultant shall review bids, check Contractor references and prepare bid analyses.

#### **2.2 Preconstruction Conferences**

2.2.1 The preconstruction conference serves as a kick-off for construction of the Project. Prior to the preconstruction conference, it will be issued to the Contractor.

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- 2.2.2 Organize and conduct preconstruction conferences with Valley Water Project staff, the Valley Water Contracts and Support Unit, Contractor, and applicable federal, state, local, and other regulatory agency representatives, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. The first conference will serve as a kick-off meeting for construction of the Project. Valley Water will provide a list of invitees.
- 2.2.3 Review and become familiar with the construction Contract Documents, including, but not limited to, performing field site visits, conferring with Valley Water staff on the intent of and details for the Project, and developing a list of required Contractor submittals.
- 2.2.4 Participate in the preconstruction conference with Valley Water and prepare an agenda and meeting minutes for distribution.
- 2.2.5 Develop agenda to discuss Project requirements, constraints, and construction procedures that consist of:
  - a. Reinforce the goals of the Project;
  - b. Review the rules for working within Valley Water's right of way, including within temporary rights of way secured by Valley Water;
  - c. Permit requirements, quality control, site safety, site security, and maintaining Valley Water's good-neighbor policy;
  - d. Review the checklist of activities that must be confirmed before Contractor's construction activities may begin such as: layout of Contractor's offices, construction staging, sequencing of the work, submittal and RFI processes, change order processes, and cooperation of Contractor with Valley Water operations staff; and
  - e. Specific location, and environmental, access, and other site limitations.
- 2.2.6 Record draft and final meeting minutes and, upon Valley Water approval, distribute minutes to attendees.

### **2.3 Project-Specific Subtasks**

- 2.5.1 Not Used.

### **Task 2 - Deliverables**

- 1. Preconstruction meeting agenda
- 2. Preconstruction meeting minutes

### **Task 2 - Assumptions**

- 1. Valley Water will provide the most current Construction Contract Documents to Consultant

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immediately after this Agreement has been executed by both Parties.

### Task 3 - Construction Management

Consultant will coordinate the activities of the Project and facilitate communications, organize progress and coordination meetings, provide a document control system and internet-based communication system, maintain the record documents, provide a quality assurance and quality control program, and the following tasks as described below.

**3.1 Coordination and Communications.** Consultant will coordinate the activities of the Project participants including Valley Water management and operations and maintenance staff, and the construction Contractor. Consultant will balance the objectives of each stakeholder in pursuit of successful completion of construction, startup and commissioning while managing the construction risks including cost, schedule, quality, and safety.

Consultant will utilize all forms of available communication to facilitate teamwork and achieve common goals for the construction. Consultant will also facilitate coordination of team members to efficiently complete tasks without significant disruption of plant operations and will generate and maintain a clear and concise record, that consists of construction activities, communications, quality of performance, negotiations, and payments. Consultant will:

- 3.1.1 Provide effective, efficient, and coordinated communications as necessary among all the participants in the Project, including but not limited to VW staff, Contractor and Subcontractors, City staff, and property owners, by directing all communications through the Consultant's representative at the project site, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Participants include, but are not limited to, Contractor and Valley Water.
- 3.1.2 Serve as the primary point of communication for coordination between the Contractor, Valley Water, and other parties; receive Contractor correspondence, prepare draft responses, and transmit Valley Water-approved responses. Consultant will document all such coordination and communications in the coordination and communications report.
- 3.1.3 Establish and maintain a log of construction risk management issues, action items and decisions, such as Construction Risk Management Issues, Action Items and Decisions. The log will contain risk management issues, consisting of safety, contract compliance, schedule, cost, coordination, and potential disputes requiring a decision or action by Valley Water, Consultant, Contractor, and/or other entity or party. Review of the issue/action-tracking log will be an agenda item on all regular weekly Progress meetings. At a minimum the log will indicate for each issue/action:
  - a. When the issue/action was first identified;
  - b. A brief description of the issue/action;
  - c. The party/parties responsible for resolving the issue/action;
  - d. Proposed resolution of the issue/action;
  - e. The due date for resolution of the issue/action;

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- f. The current status of resolution of the issue/action;
- g. The final resolution of the issue/action; and
- h. The date when the issue/action was resolved.

- 3.1.4 Establish, implement, and manage a master calendar of all significant events and meetings for the construction. The Master Calendar will be accessible electronically by all team members.
- 3.1.5 Establish, implement, and maintain a master Project directory listing all Project participants, their roles on the Project, addresses, phone numbers, email addresses, and other pertinent information. The master Project directory will be accessible electronically by all team members.
- 3.1.6 Initiate correspondence with and respond to correspondence from Contractor, Valley Water, and other entities as may be required to assist in administering the Project.
- 3.1.7 Provide drafts of all project-related correspondence to Valley Water as required for approvals.
- 3.1.8 Provide written correspondence and required responses to correspondence to Valley Water's Project Manager within two (2) business days after receipt of the copy of the Contractor's correspondence unless response time is extended per Valley Water's approval.

**3.2 Progress and Coordination Meetings.** The Consultant will organize, coordinate, and lead progress and coordination meetings. The Consultant will provide Project team with agendas, meeting notes, action items, and identify follow-up activities. The weekly meetings will include review of recent activities and agenda items, exchange of new information, and planning and coordination of upcoming construction and related activities. Consultant will:

- 3.2.1 Organize and conduct regular weekly Progress Meetings with Contractor, Valley Water, and other participants as necessary to discuss construction progress and planned work, coordination with Valley Water operations, submittals, RFIs, construction issues, safety concerns, potential change orders.
- 3.2.2 Organize and conduct all periodic and special meetings to resolve issues with Contractor, utilities (e.g., PG&E, San Jose Water Company, Comcast, Chevron), regulators, and local agencies having jurisdiction (Bay Area Air Quality Management District, etc.), Valley Water operations and maintenance staff and contractors, and any other participants as necessary and appropriate.
- 3.2.3 Identify construction, safety, compliance, schedule and/or cost, coordination and potential dispute issues and recommend an approach for resolving issues.
- 3.2.4 Prepare agendas, and produce meeting minutes with a summary of meeting discussion, action items and decision logs; and



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3.2.5 If required, attend other periodic and/or special meetings organized by Valley Water.

**3.3 Document Control and Internet-Based Communication System.** The Consultant will provide a web-based Document Control System (DCS) with internet connectivity to facilitate efficient communication and maintain Project data and records. The DCS will include features to log and track documents (submittals, RFIs PCO, etc.) as well as store electronic copies. It will provide secure viewing levels which will be controlled by Valley Water, and it will be configured and monitored by the Consultant who will train Project participants on its use.

A primary objective of the DCS is to provide the Project team with a centralized document exchange portal to communicate technical and other Project-related information. The Consultant will post Project information, logs and reports, meeting agendas and notes, QA reports and other similar information. The DCS will provide a repository for the Project data and records; its electronic database will be archive-able and will provide for a protected record of the Project history. Consultant will:

- 3.3.1 Maintain complete, current files utilizing Valley Water's Project directory on all construction-related records including correspondence, construction and public outreach photographs, public outreach tracking inquiries, project files, submittals, shop drawings, requests for information, Contract Documents clarification, potential change order documentation, directed change order documentation, change order and potential change order documentation, issue/action tracking log, claims, nonconformance reports, stop-work notices, daily inspection diaries, weekly inspection summary report, field memos, claims management files, warranty/guarantee files, as-built drawings and specs, shop drawings, training plan, qualification records, material test reports, construction payment estimates and records, certified payrolls, manpower utilization reports, insurance, bonds, status reports and meeting minutes, all in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate.
- 3.3.2 Establish a secure on-site document management system for the timely logging, filing, and tracking of construction-related correspondence to assure timely responses, and to enable efficient retrieval and establish the chronology of events.
- 3.3.3 Procure, develop, and maintain a secure, internet-based communication system which can be asked to share information among team members and track construction communication by date, subject, and status and contract specification number.
- 3.3.4 Allow the use of the internet-based communication system to connect the construction controls system to the project site, central construction personnel, and Valley Water managers.
- 3.3.5 Provide, as part of the secure internet-based communication system, three levels of access as follows:

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- a. Level 1 - accessible to Contractor, Consultant, and Valley Water (read only and transmit): information such as issued change orders, requests for information which have been responded to, signed correspondence transmitted between Consultant and Contractor, returned submittals, and certain construction-related information as deemed appropriate by Valley Water and Consultant;
  - b. Level 2 - accessible only to Valley Water and Consultant: information accessible according to Level 1, plus all construction-related information as deemed appropriate by Valley Water and Consultant; and
  - c. Level 3 - as determined by Valley Water.
- 3.3.6 Provide training for Valley Water, Consultant, and Contractor as appropriate for proper use of internet-based communication system.
- 3.3.7 Provide copies of all project-related correspondence to Valley Water as required.
- 3.3.8 At completion of the construction, provide the complete Project database of construction management documentation to Valley Water in a format that does not need the internet-based system to review.
- 3.4 Record Documents.** Consultant will maintain a set of Contract Documents recording all the addenda, design clarifications, and other modifications implemented during the construction. At the conclusion of the construction, the Consultant will combine this information with additional documentation from the Contractor's as-built drawings. These compiled specifications and drawings will provide a complete field record of the Contract Documents and their revisions.
  - 3.4.1 The Consultant will provide its own Record Documents, which are the marked-up plans and specifications, to Valley Water, who will use them to update Valley Water's Contract Documents and create Owner Record Drawings for the Project. The Consultant's documents will be accurate and complete as they are a critical Project record for Valley Water's ongoing maintenance and operations activities.
  - 3.4.2 Consultant will, throughout the construction and otherwise as appropriate during individual phases of construction:
    - 3.4.2.1 Maintain a control and record set of plans and specifications with any changes as a result of RFIs, Potential Change Orders, Directed Change Orders, Change Orders, or field memos.
    - 3.4.2.2 Verify on a monthly basis the accuracy and completeness of the Contractor's records against the control and record set of plans and specifications.
    - 3.4.2.3 Review and maintain records of marked-up as-built drawings and specifications so that the Record Documents will be consistent with the construction in progress; the marked-up as-built drawings and specifications will be neat, clean, and accurately reflect work as

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constructed. The marked-up as-built drawings will include accurate graphical representations of construction changes, including redlines, detailed drawings, sketches, callouts, and notes. The marked-up specifications will include redlines and text describing the specific changes. Just referencing RFIs, submittals, design clarifications, or change order documents on the marked-up as-built drawings and specifications will not be sufficient or acceptable.

3.4.3 After confirming the completeness, coordinate the transmittal of Record Documents to Valley Water.

3.4.4 Secure from Contractor, after confirming the completeness, review of compliance with the Contract Documents, and transmit to Valley Water the required guarantees, warranties, bonds, waivers, all keys, manuals, as-built drawings, maintenance stocks, and originals of all other Contract Documents and papers, including correspondence.

**3.5 Quality Assurance/Quality Control Program (QA/QC Program).** Consultant will develop and implement a QA/QC program. The objective of the Consultant's QA/QC Program is to document the Consultant's procedures so that the Consultant's services and deliverables meet Valley Water requirements and accepted practices and standard of the Consultant's profession, and also to monitor and report whether Contractor is in compliance with the Contract Documents and permit requirements.

3.5.1 Consultant will develop a Quality Management Plan (QMP) detailing how quality assurance and quality control (QA and QC, respectively, and QA/QC, collectively) will be applied to ensure results of construction activities are obtained that achieve the construction contract requirements. In addition to construction activities, the QMP will include quality auditing procedures for the construction management team. The QMP will be consistent with Valley Water Work Instruction W-730-116, Construction Phase Descriptions and Instructions. The QMP must define the approach that the Consultant will use to deliver a quality Project through construction.

3.5.2 The first step in employing the standards outlined in the QMP will be to educate those individuals who will be involved in the Project, both at the outset and throughout the life of the Project. Consultant will conduct an initial orientation and follow that training with periodic re-training for new team members and specific quality-oriented training for critical topics. Consultant will develop a statement that will be signed by all team members, including all subconsultants, that conveys that the individual is aware of the QMP, has reviewed it and is committed to following it for all aspects of their work.

3.5.3 The QA/QC Program will address all aspects of the Consultant and Contractor's work requirements. Consultant will:

3.5.3.1 Perform thorough QC and QA inspections to identify and address potential defects in construction. Both Contractor's QC and QA inspections provided by the Consultant will be documented in daily

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reports, tests and certifications to provide confirmation of work quality. To document work quality, the Contractor's QC report will be submitted monthly and the Consultant's inspection reports will be logged into the DCS daily. The materials and specialty inspection tests reports will be provided to the Consultant by testing agencies as they are performed and then entered into the DCS.

- 3.5.3.2 Develop, coordinate, manage, and implement a QA/QC Program identifying the roles of the Contractor and Consultant on QA/QC that includes policies and specific inspection procedures, to monitor and report whether construction is performed according to the construction Contract Documents, as well as in compliance with applicable codes, standards, and regulations.
- 3.5.4 Establish the Field Quality Assurance Program, including development of a Field Quality Assurance Manual (FQAM), to provide procedures and guidelines to enforce Contractor's QA/QC activities, and to monitor and report whether construction is performed according to the construction Contract Documents, as well as in compliance with applicable codes, standards, and regulations.
  - 3.5.4.1 Develop and implement as part of the Field Quality Assurance Program the procedures and guidelines that consist of:
    - a. Review and approval of Contractor's QA/QC Plan;
    - b. Field design change control;
    - c. Monitoring of special processes;
    - d. Material control;
    - e. Inspections; special and specialty inspections;
    - f. Verification and calibration of measuring and test equipment;
    - g. Quality assurance records;
    - h. Control of deficiencies;
    - i. Control of nonconformance; and
    - j. Intermediate and final surveys.
  - 3.5.4.2 Establish the Field Quality Control Program, including development of a Field Quality Control Manual, to describe the methods for conducting and verifying the required Special Inspections and tests are performed according to the construction contract drawings and specifications, as well as in compliance with applicable codes, standards, and regulations.
  - 3.5.4.3 Develop and implement as part of the Field Quality Control Program the methods for inspections and verifications that consist of:
    - a. Inspection of civil work, including excavation and backfill, pile driving, concrete construction, and paving;
    - b. Inspection of structural work;
    - c. Special and Specialty Inspections.

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3.5.4.4 Verify the Contractor's compliance with QC plan including materials testing requirements in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate.

3.5.4.5 Provide for and coordinate QA/QC verification testing by specialty firms or sub-consultants provided by Consultant.

### **3.6 Project-Specific Subtasks**

3.6.1 Not Used

#### **Task 3 – Deliverables**

1. Coordination and communications report
2. Construction Risk Management Issues, Action Item and Decisions log, decision log
3. Master Calendar
4. Master Project Directory
5. Correspondence drafts and finals
6. Progress Coordination Meeting agenda, minutes
7. Construction data and communications as compiled within the Document Control System
8. Automated secure, internet-based Document Control System and website including protocols, instructions, and training on use of the DCS and affiliated systems
9. Construction Manager's marked-up (redline) record documents
10. Verification documentation of Contractor's records
11. QA/QC Program, Field Quality Assurance Program, Field Quality Assurance Manual, Field Quality Control Program, and Field Quality Control Manual
12. QA Verification Test Reports and QA Verification Non-Conformance Reports
13. QC Test Reports and QC Non-Conformance Reports

#### **Task 3 – Assumptions**

1. On-site progress meetings and safety meetings, with the option for teleconference meetings at the discretion of Valley Water, with the Contractor and Valley Water will occur weekly through completion of Milestone 1 and monthly afterwards through completion of Milestone 2.
2. Separate teleconference meetings with Valley Water biweekly through completion of Milestone 1 and monthly afterwards through completion of Milestone 2.
3. The Consultant will maintain a set of Contract Documents recording all the addenda, design clarifications, and other modifications implemented during the construction using their in-house web-based DCS portal. At the conclusion of the construction, the Consultant will combine this information with additional documentation from the Contractor's as-built drawings, including completed surveys, CAD and other digital models derived from the data. These compiled specifications and drawings will provide a complete field record of the Contract Documents and their revisions.
4. Consultant will implement a QA Program to assure performance of the Contractor's QC Program. Consultant's QA Program will provide the methods to assure Contractor Quality Controls.

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### **Task 4 - Construction Administration and Change Management**

Consultant will perform the construction administration and change management, the coordination and management of the submittal process, coordination and management of the submittal and request for information process, manage construction scheduling; review of Contractor's invoices and payment recommendations, and tasks as described below.

**4.1 Document Clarification.** The Consultant will perform services relating to changes to the Contract Documents, including change orders and potential change orders (PCOs).

Consultant will:

- 4.1.1 Develop a Change Management Process to manage and control changes to the Contract Documents, including claims, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. This process will also include the preparation and continuous updating of all relevant information maintained in the dispute file by Consultant.
- 4.1.2 Manage timely processing of documents in accordance with the construction Contract Documents.
- 4.1.3 Work with Contractor to mitigate field conditions that could result in added work or completion schedule delays.
- 4.1.4 Institute a screening process for change requests initiated by Valley Water, or Contractor.
- 4.1.5 Initiate appropriate negotiation, approval, payment, and documentation of changes to be shown in the construction contract monthly progress reports.

**4.2 Change Administration.** Consultant will administer the changes as follows:

- 4.2.1 Review Valley Water's Contract Documents Clarifications (CDCs), provide technical input, and provide comments related to conformance of the CDCs with the original design concept, the drawings, and the specifications, and to log these CDCs in the construction contract monthly progress report to Valley Water.
- 4.2.2 Evaluate the contractual basis of the CDCs, and determine, in consultation with Valley Water, if a CDC may result in a potential change order.
- 4.2.3 Upon Valley Water's approval, issue CDCs or PCOs as appropriate.
- 4.2.4 If PCOs are issued, request Contractor prepare a proposal to perform the PCO work.
- 4.2.5 Prepare and reconcile with Valley Water, Consultant's independent cost estimate and schedule analysis for PCO work; Consultant's independent cost estimate and schedule analysis will be signed and dated by the individual who prepared the



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estimate.

**4.3 Potential Change Orders.** For each PCO, Consultant will log the PCO activities as appropriate in the construction contract monthly progress report and will:

- 4.3.1 Receive Contractor's proposal and perform technical analysis for negotiation on entitlement and if necessary, final terms and price.
- 4.3.2 Analyze Contractor's requests for time extensions with analytical software; generate an independent fragnet schedule; and prepare findings of fact for extending or not extending time.
- 4.3.3 Perform an independent cost estimate for the Change Order work and verify the reasonableness of the change order with field work status and inspection reports.
- 4.3.4 Compare and evaluate Contractor's proposal with Valley Water's cost estimate and schedule analysis.
- 4.3.5 Upon Valley Water's approval, negotiate with Contractor the cost and any time extensions associated with the PCO work; if mutually agreeable terms cannot be negotiated in a Change Order, submit to the Valley Water Project Manager all pertinent facts and a recommendation of what action should be taken.
- 4.3.6 For any Change Order on which agreement has not been reached on the entitlement to, or amount of equitable adjustment, prior to commencing work, Consultant will inspect Contractor performance, and make detailed records of equipment, material, and labor utilized, the impact of changed and unchanged work, and other data or information pertinent to a possible determination of the amount of equitable adjustment of contract price and time of performance.
- 4.3.7 For any Change Order on which agreement has been reached, prepare a change order package for approval and execution by Valley Water and Contractor. For each change order package, prepare and submit to Valley Water, a Change Order Negotiation Memorandum. The Memoranda will document:
  - a. Scope of the change;
  - b. Reason for the change;
  - c. Contractual basis meriting or not meriting the change;
  - d. Price reasonableness of the change;
  - e. Agreed cost and time modifications; and
  - f. Other information regarding the Change Order, as relevant and appropriate.
- 4.3.8 Issue Directed Change Order to Contractor for the purpose of unilaterally modifying the Contract Documents if:
  - a. Contractor fails to submit a proposal for PCO work within the time specified;
  - b. When Valley Water and Contractor cannot agree on entitlement to, or the terms and conditions of PCO work within a reasonable amount of time as determined by Valley Water and Consultant; or

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- c. When in the judgment of Valley Water, it is impractical because of the nature of the change or for any other reason, such as the best interests of Valley Water or the public, for Valley Water and Contractor to determine and agree on the costs and schedule impacts before the change must be performed.

4.3.9 Prepare a draft Directed Change Order with a cover letter for the Valley Water Project Manager's approval before issuing.

4.3.10 Negotiate with Contractor mutually acceptable terms and conditions of a Change Order to replace a Directed Change Order, if deemed appropriate by Valley Water.

**4.4 Construction Change Order Management System.** Consultant will establish and implement a Construction Contract Change Order management system to track the status of proposed and executed changes in the work of the Contractor, in a format acceptable to, or prescribed by, Valley Water. In the Monthly Progress Report, Consultant will prepare and distribute a Change Order Report. The Report will list all Valley Water's approved and pending Change Orders by identification number (ID), provide a brief description of the Change Order work, indicate the Consultant's independent estimate of the value of the Change Order, and state the cost proposed by the Contractor or negotiated for the Contractor change.

4.4.1 Consultant will maintain a record of all modifications to the Contract Documents and submit copies to Valley Water with Monthly Report.

4.4.2 Consultant will keep Valley Water informed of potential changes. All changes affecting Project design, quality, schedule, or costs are subject to approval by Valley Water.

**4.5 Submittal Process.** Consultant will develop for Valley Water's approval a procedure for review and approval of the submittals. The Project design requires specialized materials, equipment, and performance of tasks which are specified in the Contract Documents. The submittal process will provide an understanding between the Contractor, Valley Water, and the Consultant of the acceptability of products or procedures proposed by the Contractor.

Upon approval of the submittal procedure, Consultant will coordinate and manage the submittal review process and hold all parties, including Consultant, accountable and responsible to follow the procedure and meet the review schedule. All submittals will be included in the Weekly or Bi-weekly meeting/Conference Call notes by Consultant in a submittal log, and all documents related to the submittal will be kept as part of the Project Documents.

4.5.1 Product information or proposed procedures will be submitted to the Consultant and processed with reviews by Valley Water, and the Consultant. Submittals will be reviewed and stamped (approving or not approving) in accordance with the Contract Documents, with the comments provided. Submittals not meeting specification requirements will be returned to the contractor for correction. Complete submittals when approved will be distributed to all parties and provide for a common understanding of the acceptable materials to be incorporated into the construction. Consultant's review of all submittals will be in accordance with Valley

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Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Consultant will, as part of the submittal log, review Contract Documents and prepare anticipated submittal list.

- 4.5.2 Receive, log, confirm compliance with submittal requirements, and distribute for review, and monitor the submittals to achieve timely return to Contractor;
- 4.5.3 Review submittals for format, compliance, and general completeness prior to forwarding to Valley Water;
- 4.5.4 Forward or return all submittals within two (2) business days from time of receipt by Consultant;
- 4.5.5 Prepare the submittal tracking log in accordance with Valley Water standards;
- 4.5.6 Maintain a computerized submittal base showing submittal number, description, date received, dates forwarded to and returned from Valley Water, date returned to Contractor and approval status;
- 4.5.7 Develop a tracking procedure to enable follow-up on the status of materials and equipment through the entire duration of the construction;
- 4.5.8 Develop lists and monitor status of manufacturer's certificates, services, spare parts, manuals, and warranties;
- 4.5.9 Receive, log and file manufacturer's certificates, including warranties; review for compliance with Contract Documents; and
- 4.5.10 Receive, log, and turn over spare parts to Valley Water.

**4.6 Request for Information (RFI) Process.** Consultant will coordinate and manage a formal Request for Information (RFI) review and approval process. RFIs submitted by the contractor will be processed into the DCS by the Consultant and routed to Valley Water for information and comment. The review comments of the Consultant and Valley Water will be coordinated, and a response logged into the DCS and provided to the Contractor. All RFIs will be included in the Weekly or Bi-weekly meeting/Conference Call notes by Consultant in an RFI log, and all documents related to the RFI will be kept in the Project Documents.

- 4.6.1 Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
  - 4.6.1.1 Receive, review, analyze, log and distribute for review, and monitor the RFIs to achieve timely return to Contractor;
  - 4.6.1.2 Determine required response return date to avoid Contractor delay;
  - 4.6.1.3 Track the status of all RFIs and advise Valley Water of unusual site conditions affecting RFI review;

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- 4.6.1.4 Review RFIs for appropriateness, format, content, and completeness prior to forwarding to Valley Water; and
  - 4.6.1.5 Forward or return all RFIs within three (3) business days from time of receipt by Consultant.
- 4.6.2 Develop and maintain a computerized RFI database stating RFI number, general description, date received, responsible party or parties, dates forwarded to and returned from party or parties, date returned to Contractor, and disposition status; continually monitor status of RFIs to ensure timely responses and/or compliance with contract-specified response deadlines, as applicable.
- 4.6.3 If an RFI is a request for a change, or a response to an RFI results in change, provide input based on the contractual merit of the request or response.
- 4.6.4 Monitor status of responses for compliance with agreed or contract-specified turn-around times.
- 4.6.5 Track reasons for each RFI including unforeseen conditions, design issue, and whether the RFI is answerable in existing Contract Documents.
- 4.7 Contract Compliance Verification.** The Consultant will administer the construction Contract Documents to verify contractor compliance with its terms and conditions including prosecution and progress of work, quality control administration, daily documentation of work, and measurement and payment. Consultant will:
  - 4.7.1 When necessary and appropriate, consult and coordinate with Valley Water regarding interpretation of the Contract Documents; notify Valley Water in writing in cases of disagreements regarding such interpretations that require resolution. Consultant will analyze such disagreements and provide input to Valley Water.
  - 4.7.2 Verify Contractor-obtained permits, licenses, insurance, bonds, warranties, and guarantees in accordance with the Contract Documents.
  - 4.7.3 Monitor and verify that all documentation required from Contractor is received in a timely manner and that Project records are complete.
  - 4.7.4 Review and document compliance with the Contract Documents.
- 4.8 Construction Schedule Monitoring.** Consultant will manage contract time through the implementation of Project controls on the construction schedule as follows:
  - 4.8.1 Consultant will thoroughly review the Contractor's preliminary and baseline construction schedules prior to commencement of work to verify that the full scope of construction work is included and properly sequenced, and that adequate time is provided for the performance of construction activities.
  - 4.8.2 Detailed monthly reviews and monitoring of Contractor's construction schedule and

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progress will provide early feedback on deviations from the baseline schedule and identify trends which could lead to construction delay.

- 4.8.3 To validate the construction schedule for measuring work progress, the Consultant will confirm the schedule updates provided by the Contractor are consistent with the work actually performed.
- 4.8.4 In order to maintain an accurate accounting of construction time from the issuance of the Notice to Proceed to completion of the Project, each schedule update will be compared with previous submissions, noting its progress compared to observations of current and planned work activities.
- 4.8.5 Negotiated adjustments in contract time and schedule will be evaluated by analyzing each PCO and change order for its impact.
- 4.8.6 Include and evaluate rain delays, work disruptions and other impacts to contractor's schedule for adjustments to construction completion.
- 4.8.7 Incorporating the baseline schedule with the time adjustments made during change management will provide a basis for evaluating timely completion, evaluating potential assessment of liquidated damages, and the resolution of potential claims.
- 4.8.8 Review construction baseline schedule and monthly updates for conformance with the Contract Documents with regard to activity sequencing, logic, milestones, constraints, etc., in accordance with the Valley Water Construction Manual and Consultant's CM best practices as applicable and appropriate; check for proper preparation and accuracy of the Contractor's schedule and recommend acceptance or rejection to Valley Water.
- 4.8.9 Review monthly construction schedule updates and evaluate progress and associated effect on construction cost.
- 4.8.10 Monitor and verify actual start and finish dates.
- 4.8.11 Verify individual activity duration and sequencing through comparisons with daily inspector's reports.
- 4.8.12 Identify critical and sub-critical activities, including Valley Water operational requirements; check that Work is scheduled in an acceptable sequence with reasonable manning, and includes appropriate time for shop drawing preparation, review, material fabrication and shipping, complete installation, finishing, and delivery of third party's material and equipment; verify that all submittals are included in the schedule and that schedule indicates milestone completion for each separate portion and/or phase of Work.
- 4.8.13 Review activities that interface or tie-in within the same construction contract, or with other construction contracts or Valley Water activities to facilitate adequate preparation for the coordination of these interfaces or tie-ins.

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- 4.8.14 Verify that initial schedules submitted by Contractor pending complete schedule submittal are adequate to pursue initial construction work.
- 4.8.15 Conduct a pre-schedule submission meeting with Contractor to inform the Contractor of its Contract responsibilities regarding the development and submission of the preliminary and baseline schedules.
- 4.8.16 After prior approval by the Valley Water Project Manager, Consultant will require Contractor to prepare and submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to demonstrate completion of the Work within the contract time. Consultant will review Contractors' Recovery Schedule for compliance with the Contract Documents and coordination with the overall Project and submit it to the Valley Water Project Manager with written recommendation for acceptance or rejection as part of the Construction Contract Monthly Progress Report.
- 4.8.17 On a monthly basis as part of the Construction Contract Monthly Progress Report, review the progress of construction, evaluate the percentage complete of each construction activity as indicated in the Contractor's Updated Schedule, review such percentages with Contractor, and prepare Construction Schedule Report. The Construction Schedule Report will be included in the Construction Contract Monthly Progress Report to be prepared by Consultant and distributed to Valley Water.
- The report will include narrative and schedule summary of construction completed to date and indicate the actual progress compared to scheduled progress and will address any significant deviations from the most recently approved schedule. Consultant will advise and make recommendations to Valley Water concerning actions required to keep the Project on schedule.
- 4.8.18 After Valley Water's acceptance, use the accepted Contractor's Updated Schedule to monitor progress. When significant changes are made to the Contract Documents or when time extensions are granted, Consultant shall direct Contractor to immediately revise the schedule based on the changed conditions. Progress payments can be withheld if Contractor has not furnished an acceptable schedule or revision to the schedule.
- 4.8.19 Review and complete an analytical program run on the Contractor schedule updates which are required to be submitted with each request for payment; and monitor the progress of Contractor relative to established schedules and recommend approval/disapproval of each schedule update as part of the Construction Contract Monthly Progress Report.
- 4.8.20 Develop system/methods for overseeing progress achieved by Contractor; the system should compare actual progress to the master construction schedule, as modified. Consultant will document this method as part of the Construction Contract Monthly Progress Report. The schedule oversight system should take into consideration progress of construction, staffing levels, progress payments, submittal status reports, phasing, or any other time sensitive activities. Consultant



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should constantly be aware of the status of actual construction progress as compared to planned progress.

4.8.21 Evaluate potential delays and advise Valley Water accordingly. Consultant will highlight such matters during each weekly progress meeting.

4.8.22 Observe the Contractor's progress with the construction and evaluate whether completion will occur within the specified time and will conform with the requirements of the Contract Documents. If a delay in the construction is identified or it appears that the construction is not progressing such that the construction can be completed within the specified time, or if the construction is beyond the completion date and still not complete, inform Valley Water promptly, in writing, giving details of pertinent facts, applicable Contract Documents provisions including an assessment of the impact of the delay and a determination if the delay is excusable or not, and recommend appropriate course(s) of action to overcome or mitigate the delay and Consultant's recommendation as to action to be taken by Valley Water.

4.8.23 If delays continue and it appears likely that the Contractor is not cooperating in correcting the problem, Consultant will immediately consider and recommend appropriate contract enforcement actions to Valley Water.

**4.9 Contractor Invoices and Payment Recommendations.** Consultant will review the Contractor's proposed Schedule of Values for reasonableness and ease of monitoring in processing payments. Changes will be negotiated as needed to provide for accurate valuation, ease of verification and processing payments. Once approved, the schedule of values will be entered into Valley Water standard payment forms and submitted for Valley Water approval. The approved payment form will be used by the Consultant and Contractor in preparing monthly payment requests. The progress payments will incorporate Contract Documents changes, payment for materials on hand, and retentions withheld.

4.9.1 In reviewing the Contractor's payment request, Consultant will consider compliance with permits, SBE participation (if applicable), prevailing wages, quality of work, current insurance certificates, and other items. Each month the Consultant will review the progress payment with the Contractor to confirm progress of the work and its conformance with the Contract Documents and will document its work in the Monthly Progress Report.

4.9.2 Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:

4.9.2.1 Review the Contractor's initial cost breakdown (Schedule of Values) for reasonableness and ease of monitoring; examine the Schedule of Values to verify no front-loading; that the Work is sufficiently itemized to determine appropriate progress payments; and the Work item values are realistic;

4.9.2.2 Provide an independent assessment of progress, quantities of materials placed based upon acceptability of work;

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4.9.2.3 Verify Contractor has updated record drawings and provided monthly construction schedule update;

4.9.2.4 Review applications for payment with Contractor for compliance with Contract Documents requirements and verify that payment requested comprises payment due based on work completed as related to the schedule of values, and materials and equipment furnished but not incorporated into the Work;

4.9.2.5 Prepare payment recommendations, and submit Contractor's invoices with payment recommendations to Valley Water;

4.9.2.6 Provide contract compliance support which includes checking certified payrolls, monitoring SBE performance (if applicable), and monitoring contractor's certificates of insurance;

4.9.2.7 Prepare monthly progress payment using Valley Water's standard form. The payment application review period will comply with review period requirements established in the Contract Documents; and

4.9.2.8 Prepare monthly cost reports showing total-to-date payments for each item on the schedule of values, change orders, etc., and effect on the construction budget.

**4.10** Review of Potential Contract Documents Modifications. Consultant will review potential revisions to the Contract Documents during Project construction. The review will include analysis and recommendations for design modifications, and possible impacts to construction costs and schedule.

### **4.11 Project-Specific Subtasks**

4.11.1 Not Used

### **Task 4 - Deliverables**

1. Change Management Process
2. CDC log (include in weekly progress meeting documentation)
3. Change Order log identifying PCO's, CO's and Directed CO's (include in weekly progress meeting documentation)
4. Change Order reports and records including but limited to the Change Order Negotiation Memorandums and issued CO's and issued Directed CO's
5. Independent fragnet schedule and findings of fact
6. Submittal log (include in weekly progress meeting documentation). Submittal records including responses
7. RFI log (include in weekly progress meeting documentation)
8. RFI records
9. Dated master construction schedule reflecting Contractor's updates
10. Contractor's preliminary and baseline schedule analysis

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11. Contractor's Recovery Schedule with Consultant's analysis and recommendation
12. Consultant's notes regarding verification of payment records for Construction Contract Monthly Progress Report
13. Consultant's notes regarding Contractor's monthly progress payment applications in the Construction Contract Monthly Progress Report
14. Analysis and recommendation regarding proposed changes to Contract Documents that may result in a change order

### Task 4 - Assumptions

1. The Consultant will facilitate processing of changes and assist Valley Water in management of the budget impacts relating to changes.
2. Progress payment requests are processed monthly.

### Task 5 - Safety Management

Consultant will perform services relating to safety management of the work site.

- 5.1 Safety Program.** Consultant will prepare and coordinate the Consultant's safety program with Valley Water safety rules and Contractor's safety program and shall implement these practices to provide for a coordinated approach to construction safety.
- 5.2 Safety Training.** Safety training will be provided to all members of Consultant's staff and subconsultants present on the Project site, in accordance with Cal/OSHA requirements and along with routine refresher training. Each member of the team and visitors to site will have appropriate personal protection equipment (PPE) and be provided with safety instructions. Training and safe work records will be maintained and posted at the construction site to promote safety and make working safely a visible and important part of the daily work responsibilities.
- 5.3 Consultant Safety Activities.** Consultant will document all of Consultant's Safety Activities in Consultant's safety oversight records and will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
  - 5.3.1 Review, monitor and adhere to Contractor's safety program and work activities for compliance with the Contract Documents and safety regulations such as Cal/OSHA's, including mandated tailgate meetings.
  - 5.3.2 Implement safety oversight activities as identified in Consultant's construction specific Safety Management Plan portion of the CMWP.
  - 5.3.3 Ensure that Consultant's own field employees are trained in accordance with the applicable Cal/OSHA regulations.
  - 5.3.4 Ensure that Consultant's employees when first engaged in the project be provided with safety instructions in accordance with Cal/OSHA's General Safety Orders prior to exposure to hazards of the project site. This includes the Consultant's own subconsultants and others providing services including Valley Water staff who may

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frequently or occasionally visit the site to conduct business related to the construction.

- 5.3.5 Maintain records of training on file for all persons working or entering the site relating to work on the construction.
- 5.3.6 At all times comply with all safety rules and regulations enacted or implemented by Valley Water and any local, state or federal agency that are applicable to Consultant's Services.
- 5.3.7 Monitor, identify, and promptly notify Contractor and Valley Water of any potential safety issues; comply with all applicable required safety provisions and requirements.

### **5.4 Project-Specific Sub-Tasks**

- 5.4.1 Not Used

### **Task 5 – Deliverables**

- 1. Review of Contractor's safety program, including compliance with Cal/OSHA and District safety program standards
- 2. Submittal comments on Contractor's safety program
- 3. Consultant's safety oversight records maintained on site
- 4. Logs of Consultant and subconsultant staff safety training
- 5. Construction Safety Report documenting incidents and non-compliance and resolutions

### **Task 5 - Assumptions**

- 1. Construction Safety Report is only required when there is an incident or non-compliance issue.

### **Task 6 - Construction Inspections**

The Consultant will perform services relating to construction inspection, special and specialty inspection services and will provide immediate feedback to Valley Water and Contractor on construction activities, site and operational safety conditions, and will document the work performed in detailed daily reports. The reports will be logged and will be readily available for viewing by Valley Water. The inspection reports will provide a detailed accounting of the work performed and serve to determine whether work is completed in accordance with the Contract Documents. Consultant will utilize the inspection reports in preparing the monthly progress payments to identify work progress on the schedule of values and address any items of nonconforming work.

#### **6.1 Inspections.** During inspections, Consultant will:

- 6.1.1 Have qualified staff present during construction work hours to verify whether work is accomplished in accordance with the Contract Documents.

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- 6.1.2 Provide for monitoring of the construction work and field verification of contractor's QC Program.
  - 6.1.3 Plan and coordinate with the Contractor, inspections of construction work to provide the needed special and specialty inspections. Inspections will focus on Contractor compliance with the Contract Documents, permit requirements, and coordination with affected properties.
  - 6.1.4 Provide periodic checks of work quality which will include monthly surveys to verify compliance with line, grade and coordinates.
  - 6.1.5 Provide with the inspection reports a written and photographic record of observations including weather conditions, Contractor work force and equipment, and significant material or equipment deliveries.
  - 6.1.6 Verify work quality with the Consultant inspection staff through visual inspection, materials testing, and as-needed special and specialty inspections.
  - 6.1.7 During inspections, advise the Contractor of any nonconforming work observed and, if not corrected within designated timeframes, Valley Water will be notified.
- 6.2 Nonconforming Work.** Nonconforming work, corrected or not corrected in accordance with designated timeframes, will both be recorded on deficiency lists and addressed in QA/QC meetings as well as the monthly progress meetings. Consultant will:
- 6.2.1 Provide sufficient qualified, experienced inspection staff to monitor all major work activities associated with work performed on all shifts and days worked by Contractor, and to perform all inspections, special and specialty inspections as required per the QA/QC Program.
  - 6.2.2 Inspect materials, equipment, construction procedures, work in progress, and completed work for compliance with the Contract Documents.
  - 6.2.3 Monitor Contractor's look-ahead schedule and confer with Contractor so that qualified personnel including specialty inspectors are scheduled on an as- needed basis to inspect and monitor quality control for all major work activities.
  - 6.2.4 Inspect completed work for contract compliance and generate appropriate deficiency lists.
  - 6.2.5 Prepare Daily and Weekly Inspection Reports detailing weather conditions, status of work, and the location and type of work performed by Contractor, in accordance with the Valley Water Construction Manual and Consultant's CM best practices as applicable and appropriate. These reports should include:
    - a. For each work activity, document the number and classification of craft labor, supervision, equipment (including idle equipment), and materials used;
    - b. Note material and equipment deliveries or off-hauls, any non-adherence to safety procedures along with corrective action taken, delays - including cause

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of delay, equipment breakdowns or other field problems, visitors, and other pertinent observations. Augment reports with sketches and digital photographs; and

c. Maintain a chronological photographic record of construction.

- 6.2.6 Perform frequent checks, at least monthly or as the construction and other conditions dictate pursuant to the Valley Water Construction Manual and construction management best practices, of line and grade for structures to verify in-progress and as-built coordinates, prior to structures being backfilled; and perform as-built surveys at end of construction and document these activities in the monthly progress report.
- 6.2.7 Verify baseline survey points prior to and after construction and document these activities in the monthly progress report.
- 6.2.8 Verify progress of work for payment purposes and determine whether Contractor's progress payment request, including change order extra work request, reflects the submitted schedule of values and the work actually performed and document these activities in the monthly progress report.
- 6.2.9 Develop and implement a written communication system and database notifying Contractor of all nonconforming work and safety violations.

**6.3 Construction Division 1 and Special Provisions Compliance.** The Special Provisions section of the Contract Documents sets forth work requirements for the construction, including phasing and sequencing, construction coordination with operations and maintenance, permit compliance, and issues such as restrictions on work hours, traffic control, and limiting impacts to surrounding neighborhood.

- 6.3.1 Consultant will monitor Contractor compliance with the Special Provisions and mitigation measures. Key areas of monitoring by the Consultant include the Stormwater Pollution Prevention Plan (SWPPP), environmental compliance, wildlife protection, and disruption to the neighborhood.
- 6.3.2 Consultant will provide the Contractor with written notification when the Consultant observes work activities or project conditions violating requirements of the Special Provisions. These noncompliance notifications will be logged into the DCS and notification will be provided to the Contractor and Valley Water. These concerns will be followed up at weekly construction meetings and at QA/QC meetings to assure the Contractor mitigates previous actions and performs work in accordance with Special Provisions.
- 6.3.3 Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
  - a. Monitor Contractor compliance with all Division 1 and Special Provisions specifications consisting of mitigation commitments, wildlife protection and environmental permits, discharge permits and erosion and sedimentation control requirements;



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- b. Monitor Contractor's noise, vibration, traffic, and odor control mitigation plans for contract requirements;
- c. Provide written notification to Contractor and Valley Water of a compliance concern; and
- d. Provide immediate notification to Contractor and Valley Water of noncompliance with specifications and permits.

**6.4 Special and Specialty Inspections.** Special and specialty inspections require certifications, professional registrations, or professional experience, in accordance with California Building Code and governing regulations. Consultant will provide such certifications or registrations for the Project. Consultant will, based on and in accordance with Valley Water's Construction Manual, the Special and Technical Provisions of the Project Contract Documents, applicable ASCE and ASTM Codes and relevant industry standards and best practices, provide, conduct, and/or verify the compliance with and completion of special inspections, as applicable and appropriate. At a minimum, Consultant will provide, conduct, and/or verify compliance with, and completion of all special and specialty inspections as follows:

- 6.4.1 Inspections of Asphalt Concrete and Portland Cement Concrete. As necessary, inspection of unanticipated asphalt repair or additional concrete inspection may be performed pursuant to Task 10 Supplemental Services, Task 10.2.6 Re-inspection of unanticipated asphalt repair of Contractor-damaged facilities or structures.
- 6.4.2 Soils Testing. Consultant will verify all fill compaction work based on and in accordance with the Contract Documents, relevant industry standards, and best practices, as applicable and appropriate.
- 6.4.3 Biotechnical Planting Inspection. Biotechnical planting will include pole cuttings installation and container plantings. Consultant will verify all biotechnical planting, based on and in accordance with the Contract Documents, relevant industry standards, and best practices, as applicable and appropriate. The Consultant's arborist/biologist will provide initial training and inspection; remaining inspections will be performed by the Resident Engineer.
- 6.4.4 Floodgate and flood door Installation Inspection. Consultant will verify floodgate and flood door installation based on and in accordance with the Contract Documents, relevant industry standards, and best practices, as applicable and appropriate.
- 6.4.5 Floodgate and flood door Testing. Consultant will monitor testing of floodgate and flood door.
- 6.4.6 Sheet pile wall installation inspection. Consultant will verify use of specialized equipment for floodwall installation based on and in accordance with the contract documents, relevant industry standards, and best practices, as applicable and appropriate.

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6.4.7 Vibration Monitoring. Consultant will inspect, review and confirm contractor's construction vibration monitoring with a geophone (seismograph) at selected locations.

6.4.8 Road Condition Scans and Damage Evaluation. Consultant will perform pre-construction and post-construction pavement scans of all identified haul routes in and around the Project site and adjacent properties to document the condition of the pavement prior to and following completion of Project construction. Scanning will be of sufficient sensitivity to document existing conditions, post-construction activity condition, and a means of recording both. Consultant shall prepare a map of haul routes to be scanned.

**6.5 Permit-Required Training.** Consultant will attend and complete necessary training identified in all Project permits. As required by the San Francisco Bay Regional Water Quality Control Board permit certification, all personnel who engage in construction activities or have oversight at the Project site must attend trainings on the conditions of the permit certification and any amendments and how to perform their duties in compliance with those conditions.

### **6.6 Project-Specific Sub-Tasks**

6.6.1 Not Used

### **Task 6 - Deliverables**

1. Maintain Daily Inspection Reports
2. Monthly surveys to verify Contractor compliance with line, grade and coordinates
3. Maintain weekly inspection summary reports
4. Photographic records (in both digital and printed forms)
5. Notifications of non-conformance to the Contractor and Valley Water
6. Special Inspection verification reports
7. Specialty Inspection verification reports
8. Written communication system and database notifying Contractor of all nonconforming work and safety violations
9. Maintain compliance records with Daily Inspection Reports  
Maintain compliance records that all personnel engaging in construction activities are aware of all permit requirements and conditions, including the regulatory permits included in the Project Specifications, and take the necessary training
10. Maintain records of correspondence to Contractor regarding compliance issues
11. Maintain records regarding special inspections
12. Maintain records regarding specialty inspections
13. Provide and maintain records regarding haul route inspections

### **Task 6 - Assumptions**

1. Photographs will be taken daily by inspection staff during regular inspection hours and included in Daily Inspection Reports.
2. Consultant will satisfactorily complete the necessary environmental, biological, safety training required to complete the Agreement tasks in accordance with federal, state, and local laws,

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- regulations, and ordinances required for the construction of the Project.
3. Construction Contractor will conduct all biological inspections, monitoring, and reporting. Consultant will provide regulatory compliance oversight to confirm Contractor's work and verify compliance with Project permits and Specifications.
  4. Valley Water will be the point of contact with the regulatory agencies.
  5. Regulatory compliance violations will be reported by the Consultant to the Valley Water immediately upon discovery.
  6. Special inspections for Soil (Grading, Excavation, and Backfill) and sheet pile installation will be completed on an intermittent, part-time basis at the discretion of the Consultant and/or the direction of Valley Water, and in accordance with the Specifications.
  7. Additional special inspection and/or testing of asphalt concrete and Portland cement concrete may be performed pursuant to Task 10 Supplemental Services, Task 10.2.2
  8. Additional Special Inspection/Re-Testing Services and inspection of unanticipated asphalt repair may be performed pursuant to Task 10 Supplemental Services, Task 10.2.6 Re-inspection of unanticipated asphalt repair of Contractor-damaged facilities or structures.

### Task 7 - Partnering, Claims, and Disputes Management

Consultant will facilitate a claims management process to address potential construction claims and disputes, which will include reasonable efforts to address disputes. A claims and disputes management plan will be included in the CMWP to provide strategies for identifying, organizing, managing, and addressing potential claims.

- 7.1 Partnering.** Consultant will attend partnering sessions, which will include the initial partnering session and follow-up sessions, after construction commences, as directed by Valley Water.
- 7.2 Claims Management.** Consultant will perform services relating to claims and management of disputes. Beginning with commencement of this Agreement, Consultant will identify key risks and implement proactive strategies to address potential claims and disputes before they occur. One method of addressing disputes that may arise during construction is through implementation of a Dispute Review Board (DRB). Consultant will:
  - 7.2.1 Implement Valley Water-approved procedures including processes for analyzing claims, coordination and communication on disputed issues with Project team, and tracking progress of claims and disputes.
  - 7.2.2 Participate with Valley Water in the Dispute Review Board process, including:
    - 7.2.2.1 Coordinate selection of Valley Water's DRB member;
    - 7.2.2.2 Attend DRB meetings and update the DRB on construction progress and any potential issues that require DRB's resolution; and
    - 7.2.2.3 Prepare written "position papers" to be reviewed by Valley Water and which may be used for presentation(s) to the DRB as needed.
  - 7.2.3 Implement a claims and disputes management plan, with regard to issues remaining unresolved, as identified in Consultant's CMWP in accordance with

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Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Consultant will implement prescriptive procedures from the CMWP and coordinate continued efforts to resolve the claims or disputes with Valley Water and Project team, including notification, compiling supporting documentation and records and claims analysis.

- 7.2.4 Apply its management skills to avoid or minimize claims during construction by maintaining positive working relationship with the Contractor and making all reasonable efforts to review and resolve disputes on behalf of Valley Water as approved by Valley Water.
- 7.2.5 Identify and resolve claims for additional compensation early and equitably.
- 7.2.6 Apply procedures for enabling work to proceed in the event differences arise over the responsibility for, or cost of, added work.
- 7.2.7 Document events and activities accurately to provide a reliable basis for investigation at a later date.
  - 7.2.7.1 Maintain documentation and records on all relevant decisions and facts relating to disputes on an ongoing basis; and
  - 7.2.7.2 Maintain said records in an orderly manner and make available to Valley Water Project personnel upon request.
- 7.2.8 Analyze claims for additional compensation submitted by Contractor and prepare responses.
- 7.2.9 Perform claims administration, including coordination and monitoring, perform claims resolution negotiations, log and track claims status, and inform Valley Water on the status of claims or potential claims.
- 7.2.10 When Contractor files a notice of potential claim or dispute in accordance with the Contract Documents, Consultant will:
  - 7.2.10.1 Promptly notify the Contractor the Notice was received;
  - 7.2.10.2 Notify Valley Water of the dispute; and
  - 7.2.10.3 Assign a dispute tracking number to the dispute and create a dispute file.
- 7.2.11 The following information will be prepared and continuously updated and maintained in the dispute file by Consultant:
  - a. All formal data, pertinent data, and records such as daily Contractor reports, progress pay reports, special meeting notes, reports, summaries, etc.;

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- b. Summary of the dispute, by issue, clearly stating the Contractor's position on each issue:
  - 1) A summary sheet with a chronological listing of events and/or items such as letters to Contractor, meetings, etc., and a brief statement of content;
  - 2) Documentation of pertinent conversations with Contractor;
  - 3) All pertinent inspection reports; and
  - 4) Captioned and dated photos and video tape.
- c. Additional documents such as:
  - 1) Drawings, shop drawings and Technical Specifications with the areas in question highlighted or noted by other appropriate means;
  - 2) Correspondence between Consultant and Contractor, Consultant and Valley Water, etc.; and
  - 3) Any other documentation that supports the position of the Contractor and Consultant etc.

7.2.12 If a potential claim is not resolved as of the time the Project is complete, Consultant will prepare a formal claims report stating the Consultant's recommendation for resolution of the dispute or claim. The claims report will be prepared in the appropriate format and solely to assist Valley Water Legal Counsel.

### **7.3 Project-Specific Sub-Tasks**

7.3.1 Not Used

#### **Task 7 - Deliverables**

- 1. Organize Dispute Review Board and generate DRB agenda and meeting minutes
- 2. Maintain documentation regarding potential and actual disputes to provide for a reliable basis for investigation
- 3. Maintain a Dispute File for actual disputes
- 4. Claim status reports (draft and final)
- 5. Claim analysis reports (draft and final)
- 6. Formal claims report as needed (draft, draft final, final)
- 7. Written position statements, verbal presentations, regular updates on progress of Project to DRB

#### **Task 7 - Assumptions**

- 1. Consultant has budgeted for five (5) half-day partnering sessions.
- 2. Consultant has budgeted for forty (40) hours of meetings for dispute resolution.

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### **Task 8 - Environmental Compliance Services**

- A. Consultant will comply with the Environmental Compliance Monitoring Plan, which will be developed by Valley Water and will detail the rules, procedures, and limits regarding regulatory constraints. The plan will lay out the proper planning and sequencing of the required monitoring activities with a mindfulness towards the construction schedule to keep the Project on track and avoid unnecessary delays.
- B. The Environmental Compliance Monitoring Plan will reflect the regulatory requirements for the Project. The Plan will include a table that summarizes the Project's environmental permit requirements, applicable CEQA mitigation, and BMPs, including identifying the party responsible for completing, schedule for completion, and status.
- C. The Consultant will inspect and monitor the Contractor's compliance with environmental documents, permits and mitigation measures to be implemented by the Contractor during construction including implementation of Storm Water Pollution Prevention Plans and Asbestos monitoring.
- D. Consultant will monitor compliance with Division 1 Specifications including mitigation commitments, wildlife protection and environmental permits, discharge permits, and erosion and sedimentation control requirements.
- E. The Consultant will also monitor the Contractor's noise, vibration and traffic, and odor control mitigation plans for compliance with Contract Documents. Consultant will provide the Contractor and Valley Water with written notification of compliance concerns.

### **Task 8 – Deliverables**

- 1. Monitoring and compliance with the Environmental Compliance Monitoring Plan
- 2. Notifications of environmental non-conformance to the Contractor and Valley Water
- 3. Records of Compliance correspondence with Contractor
- 4. Daily Reports of Permit violations

### **Task 8 – Assumptions**

- 1. Consultant's level of effort for environmental compliance services includes 160 hours of contractor monitoring and compliance support.
- 2. Consultant's level of effort for environmental compliance includes 80 hours for Arborist and Archeological Consulting services.
- 3. Valley Water will prepare the Environmental Compliance Monitoring Plan.

### **Task 9 - Acceptance and Closeout**

Prior to completion of each milestone, the Consultant will meet with the Contractor and develop deficiency lists based on records of inspection and observed non-compliant work and document such activities in the weekly progress report. The Consultant will regularly follow up with the Contractor to address the deficient work items.



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**9.1 Acceptance and Contract Closeout.** The Consultant will begin the process of milestone acceptance near the conclusion of Milestones #1 and #2. The Consultant will begin the process of construction acceptance and Construction Contract closeout near the conclusion of the construction, Milestone #2. The Consultant will implement the steps listed in Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Each step will be documented and include a complete review of contract administration, quality assurance and inspection, Special Provisions, and regulatory agency permit conditions.

9.1.1 A complete review of the DCS will be made to identify any unresolved issues for RFIs/submittals/deliveries/warranties services or certifications. Documentation for each step of the closeout process will be assembled along with a calendar of inspection and follow up activities. This information will be incorporated into a Milestone Completion Report and a Final Project Report prepared by the Consultant recommending acceptance of the milestone and the completion of the construction, respectively. This will include confirmation activities, submitting final photos for each milestone and assisting Valley Water staff with preparation of recommendation for milestone acceptance and construction acceptance.

9.1.2 Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:

9.1.2.1 Manage deficiency list process;

9.1.2.2 Coordinate the efforts of Valley Water, regulatory agencies, and all relevant parties to develop the Deficiency List;

9.1.2.3 Coordinate with Contractor, Valley Water, regulatory agencies, and all relevant parties to correct the deficiencies including a description of the final disposition of the deficiency in the Milestone Completion Report and Final Project Report;

9.1.2.4 Conduct an inspection of the completed work for each milestone, and of the entire project site, and review all documents to determine if all construction efforts are in compliance with the Contract Documents;

9.1.2.5 Verify closure/completeness/delivery of all RFIs, submittals, training and testing activities, operations and maintenance manual(s) including those for floodgates and flood doors, record documents, construction photographs, warranties, guarantees, bonds, non-conformance reports;

9.1.2.6 Provide Valley Water with complete documentation required for each milestone acceptance and the final construction acceptance and closeout of the Construction Contract;

9.1.2.7 Coordinate warranty services with Contractor and Valley Water through completion of each milestone as required and through final completion and acceptance of the construction; and

## SCHEDULE CM SCOPE OF SERVICES

- 9.1.2.8 Provide Valley Water with warranty calendars with recommended warranty inspection dates prior to warranty expirations.

### 9.2 Project-Specific Sub-Tasks

- 9.2.1 Not Used

#### Task 9 - Deliverables

1. Milestone Completion Report
2. Final Project Report
3. Manage Deficiency List process
4. Documentation required for final acceptance and closeout of the construction contract, including one (1) digital copy and two (2) printed copies of all construction photographs organized by location and by construction timeline
5. Warranty calendars

#### Task 9 - Assumptions

1. For budgeting purposes, it is assumed that Consultant will perform all services.

#### Task 10 - Supplemental Services

Valley Water may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, Consultant must receive an approved Task Order issued by Valley Water and executed by both Parties. Refer to the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and Appendix Three, Task Order Template.

- 10.1 **Specific Supplemental Services.** If requested, Consultant will perform supplemental tasks. Specific examples of possible Supplemental Services include, but not limited to:

- 10.1.1 Value Engineering/Risk Reduction. Consultant will facilitate value engineering and risk reduction workshops.
- 10.1.2 Assist Valley Water in the evaluation of alternative technical concepts or alternative construction approaches proposed by the Contractor.
- 10.1.3 Perform special studies and analyses on topics requested by Valley Water.
- 10.1.4 Provide resources to augment Valley Water staff for technical or management services in response to changed conditions or additional work scope.

- 10.2 **Additional Services.** Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 9 as Task 10 Supplemental Services, to include, but not be limited to:

## **SCHEDULE CM SCOPE OF SERVICES**

- 10.1.2 Additional Special Inspection / Re-Testing Services. Includes special inspection of materials not listed in Task 6.4 Special and Specialty Inspections and re-testing of fill placement beyond the limits identified in Task 6.4.2. Soils Testing.
- 10.1.3 Re-Monitoring and Re-Inspection of Contractor's Environmental Compliance. Includes environmental monitoring and inspections beyond the limits identified in Task 8 Environmental Compliance Services.
- 10.1.4 Additional Claims Management. Provide claims management assistance beyond the limits identified in Task 7 Partnering, Claims and Disputes Management For CCFMMP.
- 10.1.5 Additional Arborist and Archeological Consulting. Provide specialized arborist and archeological consultation beyond the limits identified in this Agreement.
- 10.1.6 Re-Inspection of unanticipated asphalt repair of Contractor-damaged facilities or structures.
- 10.1.7 Additional meetings (in-person or teleconference calls).
- 10.1.8 Additional status/progress reports.
- 10.1.9 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications.
- 10.1.10 Additional public outreach services.
- 10.1.11 Additional engineer field coverage at the Project Engineer rate.
- 10.1.12 Additional Partnering sessions.
- 10.1.13 Additional environmental compliance services.

### **Task 10 – Assumptions**

1. None.

### **7. Attachments**

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

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

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**1. Total Authorized Funding**

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$5,592,563**. Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

**2. Cost Breakdown**

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

<b>Task</b>	<b>Description</b>	<b>Total Not-to-Exceed Fees</b>
1	Project Management	\$267,461
2	Preconstruction Services	\$29,614
3	Construction Management	\$1,017,128
4	Construction Administration and Change Management	\$963,022
5	Safety Management	\$73,808
6	Construction Inspections	\$2,022,512
7	Partnering, Claims, and Disputes Management	\$293,620
8	Environmental Compliance Services	\$89,501
9	Acceptance and Closeout	\$106,432
10	Supplemental Services	\$729,465
<b>Total Not-to-Exceed Fees</b>		<b>\$5,592,563</b>

**3. Terms and Conditions**

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

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

1. Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
2. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

**B. Reimbursable Expenses**

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager will be billed on a monthly basis at actual cost linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.
2. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
3. Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager (VWPM). For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

economy model, unless prior approval has been obtained from Valley Water Project Manager (VWPM) for a different type of vehicle.

4. Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.
- C. For staff with rates exceeding the rate of \$[RATE LIMIT]/hr., the Consultant must obtain written approval from Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

**D. Prevailing Wage Requirements**

- 1) The Scope of Services described in Tasks 3 and 6 are considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
- 2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**HOURLY/UNIT RATE TABLE**

<b>CLASSIFICATION</b>	<b>HOURLY/UNIT RATE</b>
<b>Consultant: Ghirardelli Associates, Inc.</b>	
Resident Engineer	\$280.28
Assistant RE	\$205.06
Office Engineer	\$191.44
Scheduler	\$270.53
Project Engineer/Structures	\$255.00
Construction Inspector	\$185.44
<b>Subconsultant: Alpha CM</b>	
Construction Inspector	\$186.18
<b>Subconsultant: Circlepoint</b>	
Sr. Project Manager/Sr. Advisor	\$202.97
<b>Subconsultant: Keish</b>	
Sr. Environmental Engineer	\$288.26
Sr. Environmental Specialist	\$230.96
Environmental Engineer II	\$217.35
Environmental Engineer I	\$149.45
Environmental Inspector	\$110.22
<b>Subconsultant: DZC</b>	
Principal Archaeologist/PM III	\$155.03
<b>Subconsultant: Dokken</b>	
Arborist/Associate Environmental Planner 2	\$138.01
<b>Subconsultant: Geocon Consultants, Inc.</b>	
Engineering Assistant/Laboratory Technician	\$90.00
Engineering Field Technician/Special Inspector I	\$130.00
Engineering Field Technician/Special Inspector II	\$140.00
Engineering Field Technician/Special Inspector III/Equipment Operator	\$150.00
Word Processor/Technical Editor/Draftsman	\$85.00
Research Assistant/Technical Illustrator/Senior Draftsman	\$100.00
Project Coordinator/GIS Specialist	\$110.00
Staff Engineer/Geologist/Scientist/Field Supervisor	\$125.00
Senior Staff Engineer/Geologist/Scientist	\$135.00
Project Engineer/Geologist/Scientist/Construction Supervisor	\$145.00
Senior Project Engineer/Geologist/Scientist	\$160.00

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION</b>	<b>HOURLY/UNIT RATE</b>
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist	\$175.00
Associate Engineer/Geologist/Scientist	\$200.00
Principal Engineer/Geologist/Scientist/Litigation Support	\$240.00
Vehicle Mileage	Current IRS Rate
Pick-up Truck	\$125/day
Equipment Truck	\$200/day
Direct-Push Rig/Operator	\$185/hour
Direct-Push Rig/Operator (Prevailing Wage)	\$225/hour
Direct-Push Sample Liner	\$10 each
Equipment Trailer	\$100/day
Coring Machine	\$200/day
Generator or Air Compressor	\$150/day
GPS Unit	\$160/day
Drive-Tube Sampler or Hand Auger	\$50/day
Soil Sample Tube	\$10 each
Water Level Indicator	\$40/day
Battery-Powered Pump	\$75/day
55-gallon drum	\$65/day
Naturally Occurring Asbestos (CARB 435)	\$90 each
Asbestos PLM	\$20 each
Asbestos 1,000-pt Count	\$80 each
48-hr/24-hr Turnaround Time	60%/100% Surcharge
4-inch mold (D1557/D698)	\$225 each
6-inch mold (D1557/D698)	\$225 each
Resistance Value, R-Value (D2844/CAL301)	\$300 each
R-Value, Treated (CAL 301)	\$325 each
#200 Wash (D1140/C117)	\$90 each
Wet Sieve Analysis to #200 (D422/CAL202)	\$120 each
Dry Sieve Analysis, 1.5"+ Aggregate (D6913)	\$350 each
Hydrometer Analysis (D422)	\$165 each
Sieve Analysis with Hydrometer (D422)	\$200 each
Specific Gravity, Soil (T100)	\$100 each
Specific Gravity Coarse Aggregate (C127)	\$60 each
Specific Gravity Fine Aggregate (C128)	\$75 each
Moisture Determination, tube sample (D2216)	\$20 each
Moisture Determination and Unit Weight (D2937)	\$40 each
Atterberg Limits: Plasticity Index (D4318)	\$200 each
Sand Equivalent (D2419/CAL217)	\$100 each
pH and Resistivity (CAL643)	\$120 each

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION</b>	<b>HOURLY/UNIT RATE</b>
Cut/Extract Shelby Tube	\$100 each
Unconfined Compression (D2166)	\$100 each
Direct Shear (3 pts.) (D3080)	\$325 each
Unconsolidated-Undrained Triaxial Shear (D2850)	\$125/point
Unconsolidated-Undrained Triaxial Staged (D2850)	\$175 each
Consolidated-Undrained Triaxial Shear (D4767)	\$300/point
Consolidated-Undrained Triaxial Staged (D4767)	\$375 each
Consolidated-Drained Triaxial Shear (EM1110)	\$400/point
Consolidated-Drained Triaxial Staged (EM1110)	\$500 each
Consolidation (D2435)	\$60/point
Sieve Analysis to #200 (C136)	\$120 each
Durability Index (D3744/CAL229)	\$165 each
Fine Aggregate Angularity (CAL234)	\$125 each
Flat and Elongated Particles (D4791/CAL235)	\$150 each
Percent Crushed Particles (CAL205)	\$150 each
Compressive Strength, Cast Cylinders (C39)	\$30 each
Compressive Strength, Cores (C42)	\$60 each
Flexural Strength Beam (C78/C293)	\$80 each
Splitting Tensile Test (C496)	\$80 each
DSA Masonry Shear (DSA-207)	\$75 each
Shotcrete Panel Coring and Comp. Strength (C1140)	\$80 each
Rebar Tensile/Bend (up to #11)	\$200 each
Rebar Tensile/Bend (#11 and Larger)	\$250 each
CMU Compressive Strength (C140)	\$100 each
Compressive Strength, Grout (C1019/UBC 21-19)	\$30 each
Compressive Strength, Mortar (C109/UBC 21-15,16)	\$30 each
CMU Unit Wt., Dimen., Absorption (C140)	\$75 each
Compressive Strength, Masonry Prism (C1314)	\$250 each
HMA Air Voids, Gyratory (T269)	\$525 each
Hamburg Wheel Tracker (T324)	\$1,000 each
Theoretical Max. Specific Gravity (D2041/CAL309)	\$175 each
Ignition/Sieve Analysis (C136/CAL202)	\$220 each
HMA Core Unit Weight (D1188/CAL308)	\$100 each
% Asphalt, Ignition Method (D6307/CAL382)	\$125 each
% Asphalt, Ignition Calibration (D6307/CAL382)	\$400 each
Tensile Strength Ratio (T283)	\$1,000 each
Laboratory Testing (Rush Turnaround)	2x surcharge
<b>Subconsultant: Towill, Inc.</b>	

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION</b>	<b>HOURLY/UNIT RATE</b>
Principal Land Surveyor	\$255.00
Survey Project Manager	\$230.00
Project Surveyor	\$177.00
Associate Surveyor	\$163.00
Office Survey Technician	\$133.00
Survey CAD Technician	\$110.00
Party Chief	\$165.00
Chainman	\$150.00
Apprentice Chainman	\$135.00
2 Man Crew	\$315.00
Crew Travel	\$66.00
Vehicle Mileage	Current IRS rate
<b>Subconsultant: Inspection Services, Inc.</b>	
Group #1 Union Inspector	\$155.55
Group #2 Union Inspector	\$149.97
Group #3 Union Inspector	\$130.15
Group #4 Union Inspector	\$113.72
Group #5 Union Inspector	\$92.73
Group #6 Union Inspector	\$85.57
Project Manager	\$170.28
Sieve Fine/Coarse Aggregates	\$118 each
Materials Finer than #200 Sieve by Washing	\$108 each
Gradation	\$190 each
Sp. Gravity/Absorption of Coarse Agg	\$97 each
Sp. Gravity/Absorption of Fine Agg	\$133 each
Bulk Density (Unit Weight) and Voids of Agg	\$118 each
Clay Lumps and Friable Particles in Agg	\$77 each
Cleanness Value of Coarse Agg	\$195 each
Aggregate Durability Index	\$370 each
Percent Crushed Particles	\$242 each
Fine Aggregate Angularity	\$133 each
Materials Finer than #200 Sieve	\$108 each
Liquid Limit, Plastic Limit and PI	\$211 each
Particle Size Analysis of Soils	\$190 each
Hydrometer Analysis, incl. Sp. Gravity	\$448 each
Soil Classification	\$473 each
Specific Gravity of Soils	\$195 each
Moisture Content of Soil/Agg	\$41 each

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION</b>	<b>HOURLY/UNIT RATE</b>
Moisture Content & Density of Soil from Borings	\$77 each
Sand Equivalent for Soils/Fines	\$169 each
Lab Compaction (Standard) A/B (4" Mold)	\$288 each
Lab Compaction (Standard) C (6" Mold)	\$345 each
Lab Compaction (Modified) A/B (4" Mold)	\$288 each
Lab Compaction (Modified) C (6" Mold)	\$345 each
Oversize Correction for Lab Compaction	\$77 each
Unconfined Comp. Strength inc. MD	\$154 each
Density/Unit Weight by Sand Cone Method	\$46 each
R-value of Compacted Soils w/no Addt	\$525 each
California Impact Test Max Wet Density	\$401 each
Maximum Index Density on Vibratory Table	\$391 each
LA Abrasion Resistance	\$267 each
Aggregate Soundness Sodium Sulfate	\$139 each
R-Value of Compacted Soils w/Field Addt	\$561 each
R-Value of Compacted Sils w/Lab Addt	\$648 each
Flat & Elongated Particles	\$226 each
CTB Compressive Strength	\$144 each
Moisture Content of Asphalt Mixture	\$72 each
Bulk Specific Gravity of Bituminous Mixture	\$77 each
Theoretical Maximum Sp. Gravity and Density	\$139 each
Asphalt Content by Vacuum Extraction	\$128 each
Asphalt Content by Ignition Method	\$216 each
Asphalt Content by Nuclear Method	\$108 each
Stabilometer Value	\$169 each
Recommending Optimum Bitumen Content	\$2,781 each
Optimum Bitumen Content of Open Grade	\$798 each
QC Plan for Caltrans QC/QA projects	\$1,699 each
Tensile Strength Ratio	\$1,452 each
Marshall Compacted Sample (set of 3)	\$288/set
Marshall Stability and Flow, Air Voids	\$118 each
Bulk Specific Gravity of Core Sample	\$82 each
Theoretical Max Specific Gravity (Rice)	\$144 each
Sieve Analysis of Extracted Aggregate	\$190 each
Marshall Mix Design	\$2,781 each
Bulk Specific Gravity of Compacted Samples	\$118 each
Swell of Bituminous Mixtures	\$144 each
Moisture Vapor Susceptibility of Mixture	\$267 each
Centrifuge Kerosene Equivalent and ABR	\$221 each

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION</b>	<b>HOURLY/UNIT RATE</b>
Lab Test Maximum Density	\$473/set
Compression Test 3"x6" or 4"x8" Cyl	\$61 each
Compression Test of Shotcrete/Concrete Core	\$113 each
Unit Weight of Freshly-Mixed Concrete	\$56 each
Density, Absorption, Voids in Hard Concrete	\$92 each
Unit Weight of Controlled Density Material	\$72 each
Compressive Strength of Insulating Concrete	\$72 each
Density of Lightweight Concrete	\$113 each
Compression Test 6"x12" Cyl	\$82 each
pH Value Determination	\$15 each
Concrete Maturity Sensors	\$77 each
Compression Test of Plaster Cylinder or Cube	\$77 each
Drying Shrinkage of CMU Units	\$242 each
Compression Test 2"x2" Cube	\$77 each
Compression Test 2"x4" Mortar or Grout	\$61 each
Compression Test 4"x4" Grout Prism	\$77 each
Compression Test Masonry Prism	\$200 each
Compression Test Masonry Block	\$128 each
Tensile Test of Miscellaneous Steel	\$128 each
Tensile and Bend Test of Miscellaneous Steel	\$159 each
Mechanical Properties of HSB w/nuts/ Washers	\$324/set
Mechanical Properties of End-Welded Studs	\$149 each
QC/QA Engineering Consulting Services	\$185/hour
Pavement Design/Consulting	\$200/hour
Soil Compaction Test Review	\$200/hour
Asphalt Mix Design Review	\$212 each
Nuclear Gauge Compaction Testing Equipment	\$10/hour
Sandcone Compaction Testing Equipment	\$10/hour
Coring Rig Equipment	\$75/hour

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**SCHEDULE CM  
ATTACHMENT TWO  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires **December 31, 2028**, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

**PROJECT SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Duration From Notice to Proceed (months)</b>
1	Project Management	Duration of Agreement
2	Preconstruction Services	2
3	Construction Management	Duration of Agreement
4	Construction Administration and Change Management	Duration of Agreement
5	Safety Management	Duration of Agreement
6	Construction Inspections	Duration of Agreement
7	Partnering, Claims, and Disputes Management	Duration of Agreement
8	Environmental Compliance Services	Duration of Agreement
9	Acceptance and Closeout	Duration of Agreement
10	Supplemental Services	Duration of Agreement

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**SCHEDULE CM  
ATTACHMENT THREE  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

1. Consultant's Key Staff assigned to the Project are as follows:

<b>Team Member</b>	<b>Classification and Project Role</b>	<b>Contact Information</b>
Charles Krueger, PE, QSD	Project Manager/Resident Engineer	2055 Gateway Place, Ste. 470 San Jose, CA 95110 <a href="mailto:charlie@ghirardelliassoc.com">charlie@ghirardelliassoc.com</a> 510.867.4452
Neil Hannan, PE, QSD, CPESC	Assistant Resident Engineer	2055 Gateway Place, Ste. 470 San Jose, CA 95110 <a href="mailto:nhannan@ghirardelliassoc.com">nhannan@ghirardelliassoc.com</a> 408.477.9986
Scott Buckley, PE, PMP	Project Manager/ Resident Engineer/ Structures Representative	2055 Gateway Place, Ste. 470 San Jose, CA 95110 <a href="mailto:sbuckley@ghirardelliassoc.com">sbuckley@ghirardelliassoc.com</a> 925.989.3806
David Eldridge	Scheduler	2055 Gateway Place, Ste. 470 San Jose, CA 95110 <a href="mailto:deldridge@ghirardelliassoc.com">deldridge@ghirardelliassoc.com</a> 510.604.710910
Lesha Kubacki	Construction Inspector	2055 Gateway Place, Ste. 470 San Jose, CA 95110 <a href="mailto:lkubacki@ghirardelliassoc.com">lkubacki@ghirardelliassoc.com</a> 408.660.5545

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

<b>Subconsultant Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Alpha CM, Inc.	Assistant Resident Engineer, Inspection, Scheduling Support	Dave Latona 2223 Santa Clara Avenue, Ste. B8 Alameda, CA 94501 <a href="mailto:dlatona@alphacmnc.com">dlatona@alphacmnc.com</a> 707.337.6798
Circlepoint	Public Outreach Support	Ivy Morrison 200 Webster Street, Ste. 200 Oakland, CA 94607 <a href="mailto:i.morrison@circlepoint.com">i.morrison@circlepoint.com</a> 510.333.4742
Dokken Engineering	Arborist/Biologist	Sarah Holm 110 Blue Ravine Road, Ste. 200 Folsom, CA 95630 <a href="mailto:sholm@dokkenengineering.com">sholm@dokkenengineering.com</a> 916.990.3034

**SCHEDULE CM  
ATTACHMENT THREE  
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

<b>Subconsultant Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
DZC Archaeological & Cultural Resource Consulting, Inc.	Archaeological	Dimitra Zalarvis-Chase 2370 Lindstrom Avenue Fairhaven, CA 95564 <a href="mailto:dimitra@dzcarc.com">dimitra@dzcarc.com</a> 707.599.9842
Geocon Consultants, Inc.	Materials Testing and Special Inspection	Jacob Bishop-Moser 6671 Brisa Street Livermore, CA 94550 <a href="mailto:bishopmoser@geoconinc.com">bishopmoser@geoconinc.com</a> 510.266.2020
Inspection Services, Inc.	Materials Testing and Special Inspection	Jay Lorenzo 1798 University Avenue Berkeley, CA 94703-1514 <a href="mailto:jlorenzo@inspectionsservices.net">jlorenzo@inspectionsservices.net</a> 510.900.2100
Keish Environmental, PC	Environmental Compliance	Rachael Keish 2033 Gateway Place, Ste. 556 San Jose, CA 95110 <a href="mailto:rachael@keishenv.com">rachael@keishenv.com</a> 408.592.0223
Towill, Inc.	Surveying/Staking/Drone	John May 2300 Clayton Road, Ste. 1200 Concord, CA 94520-2176 <a href="mailto:john.may@towill.com">john.may@towill.com</a> 510.857.7143

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**SCHEDULE CM  
ATTACHMENT FOUR  
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	Santa Clara Valley Water District (District) Standards for GIS Products April 2021 version <a href="http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf">http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf</a>
3	Valley Water Construction Manual, January 2023
4	Guidelines for Contractor's As-Built Mark-Ups or Engineer's Record Drawings.pdf, December 2009
5	Clean Water Act Section 401 Water Quality Certification Project No. 91864005 FERC Project No. 5737 <sup>1</sup> , November 2020 and the Condition 7 Compliance Plan, November 2022. for the Coyote Creek Flood Management Measures Project, Santa Clara County, California State Water Resources Control Board.
6	Lake and Streambed Alteration Agreement, Notification No. 1600-2020-0236-R3 <sup>2</sup> , July 12, 2021, and 1600-2020-0236-R3 Amendment 2 January 23, 2023, Coyote Creek Flood Management Measures Project, California Department of Fish and Wildlife.
7	FOCP Valley Habitat Agency Reporting File Number: SVWD-2021-006 <sup>3</sup> , Coyote Creek Flood Management Measures Project, June 2021
8	Santa Clara Valley Water District, Draft 100% Construction Contract Documents for the Coyote Creek Flood Management Measures Project, provided to Consultant, October 2022.
9	Santa Clara Valley Water District 100% Contract Bid Documents for the Coyote Creek Flood Management Measures Project, provided to Consultant March 2023.
10	Santa Clara Valley Water District, Date TBD, 100% "Conformed Set" of Contract Documents for the Coyote Creek Flood Management Measures Project, to be provided to Consultant upon issuance of the "Conformed Set" by Valley Water.

<sup>1,2,3</sup> Permits for all projects under the FERC Order Compliance Project (FOCP) applicable to this project are specified as Coyote Creek Flood Management Measures Project.