

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water), and AECOM TECHNICAL SERVICES, INC. (Consultant), incorporated in the State of California, 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 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 section 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 AutoCAD software that is compatible with Valley Water Microsoft Office software and AutoCAD 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 and drafting standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with 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 drawing) and that the standards are retained during the conversion process used by the Consultant.

7. Consultant's Key Staff and Subconsultants

- A. Consultant's Key Staff and firms subcontracted by the Consultant (Subconsultants) assigned to perform the Services are identified in in the Schedule 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 Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.
- H. Consultant's Subconsultants
 - 1) Valley Water Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
 - 2) 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 Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule(s), Fees and Payments, for completion of the associated tasks. Valley Water will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule(s), Fees and Payments. Payments made by 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, unused fees from a completed or cancelled task may be re-allocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced or eliminated. If the Scope of Services of a task is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to 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 address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this

Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:

- 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) Other direct charges and expenses by Service task;
 - 4) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in Attachment One to Schedule(s), Fees and Payments; and
 - 5) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, 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 by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project Schedule in Attachment Two to the Schedule(s), Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.

The monthly progress report shall include:

- 1) An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
- 2) A look-ahead schedule listing deliverables and activities planned for the next two months;
- 3) 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;

- 4) 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;
 - 5) For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - 6) 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;
 - 7) A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
 - 8) Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - 9) Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices as follows:
- 1) Electronic copies to be sent via email: APinvoice5750@valleywater.org; and
 - 2) Hard Copies to be sent to:

Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:
- 1) Agreement Number;
 - 2) Full Legal Name of Consultant/Firm;
 - 3) Payment Remit-to Address;
 - 4) Invoice Number;
 - 5) Invoice Date (the date invoice is mailed); and
 - 6) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific Scope of Services.

- H. 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. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

3. Prevailing Wages

- A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations.
- B. Labor Code §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, at any time during regular business hours, upon written request by Valley Water.

4. 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, the 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.

5. Retention

Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments,

when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by 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. 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 contract close out.

SECTION FIVE SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in the Scope of Services of the attached Schedule(s) to this Agreement upon receipt of the Notice to Proceed (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 Attachment Two to the Schedule(s), 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 Attachment Two to the Schedule(s), 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 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 onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE INSURANCE REQUIREMENTS

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

insurance coverages as detailed in the Standard Consultant Agreement, Appendix Four Insurance Requirements, and comply with all provisions stated therein.

SECTION TEN OWNERSHIP AND REUSE OF DELIVERABLES

1. 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

The Santa Clara Valley Water 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, the Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by Valley Water. Valley Water will refer complaints in writing and Consultant will advise Valley Water in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, Subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

SECTION TWELVE MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of 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) documents as provided in Attachment Four to the Schedule(s), 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 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 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, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about 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. 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 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, Gov. Code §81000 et. seq. and Government Code §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from 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 (Appendix One), and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by 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

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

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

23. Schedule(s) and Attachments

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

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

(SIGNATURES FOLLOW ON NEXT PAGE)

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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

By:


Tony Estremera
Chair, Board of Directors


Date: May 25, 2021

ATTEST:


Michele L. King, CMC
Clerk, Board of Directors

AECOM TECHNICAL SERVICES, INC.
Consultant

By:


Theodore B. Feldsher, PE, GE
Principal-in-Charge / Vice President

Date: 5/15/2021

Consultant's Address:

4 N. Street, Suite 675
San Jose, CA 95113

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**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:

- A. For any agreement to be awarded for construction management or the 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]

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be **[enter percentage]**% or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water Deputy Officer unless delegated to the Unit Manager.
- C. Valley Water Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$150,000.
- D. The total not-to-exceed amount for any one Task Order shall not exceed \$[NTE Amount]. [NOT USED]

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**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by 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 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. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fixed fees or at the hourly rates established in Attachment One to the Schedule(s), Fees and Payments, of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].

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STANDARD CONSULTANT AGREEMENT

APPENDIX THREE TASK ORDER TEMPLATE

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to 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 refer to the insurance requirements listed below.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("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:

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein. All Certificates of Insurance complete with copies of all required endorsements must be sent to: **Contract Administrator, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118.**

In addition to certificates, Consultant must furnish Valley Water with copies of 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 Valley Water before work commences.** In the event of a claim or dispute, Valley Water 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.

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

Required Coverages

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

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

General Liability insurance must include:

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

STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

- F. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Consultant's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by Valley Water, its Directors, officers, employees, agents or volunteers must be in excess of Consultant's insurance and must not contribute to it.

2. Business Auto Liability Insurance with coverage as indicated:

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

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

\$10,000,000 per claim/ **\$10,000,000** 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:
 - 1) Certificate of Insurance shall clearly state that the coverage is claims-made.
 - 2) Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - 3) Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - 4) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

- A. Statutory California Workers' Compensation coverage covering all work to be performed for the District.
- B. Employer Liability coverage for not less than \$1,000,000 per occurrence.

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STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

General Requirements

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

1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and 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 Valley Water.

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** Consultant's insurance must be primary with respect to any other insurance which may be carried by Valley Water, its officer, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages 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 Valley Water's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, 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.
6. **Subconsultants:** Should any of the work under this Agreement be sublet, the Consultant must require each of its subconsultants of any tier to carry the aforementioned coverages, or Consultants may insure subconsultants under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by Valley Water for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.

STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

8. **Coverage to be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees on to waive subrogation against Valley Water to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in Required Coverages above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** Valley Water reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

**Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the Valley Water contact person or unit for the contract.

If your insurance broker has any questions please advise him/her to call Mr. David Cahen, Valley Water Risk Management Administrator at (408) 265-2607, extension 2213.

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STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

CHECKLIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers' Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$10,000,000)	
	B.	Cancellation Endorsement	

Appendix IV ConsultantGL2AL2PL10_rev. 7.20.20/CAS rev. 5.7.21

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**SCHEDULE D
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 must be addressed to the Valley Water Project Manager (VWPM).

Julianne O'Brien (Valley Water Project Manager)
Acting Associate Engineer
Design and Construction Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2680
Email: julianneobrien@valleywater.org

Alec Nicholas (Valley Water Unit Manager)
Capital Engineering Manager
Design and Construction Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2825
Email: anicholas@valleywater.org

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

Phone: (408) 630-2615
Email: rblank@valleywater.org

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

Stephen Huang (Consultant Project Manager)
AECOM Technical Services, Inc.
Senior Project Manager
4 N. Second Street
Suite 675
San Jose, CA 95113

Phone: (408) 961-8419
Email: stephen.huang@aecom.com

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

SCHEDULE D SCOPE OF SERVICES

notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Theodore Feldsher
Vice President
AECOM Technical Services, Inc.
300 Lakeside Drive
Suite 400
Oakland, CA 94612

Phone: (510) 874-3245
Email: theodore.feldsher@aecom.com

2. Scope of Services

- A. This Schedule D, Scope of Services describes the professional design services to be performed by Consultant for Valley Water's Coyote Creek Flood Management Measures Project (CCFMMP) and Coyote Creek Flood Protection Project (CCFPP) (Project). Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant, as engineer-of-record, for construction phase engineering support services. Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.
- B. Design Services for the Coyote Creek Flood Management Measures Project (CCFMMP) (Project A) and the Coyote Creek Flood Protection Project (CCFPP) (Project B) will be composed of two distinct Projects within the same geographic area of Coyote Creek in San José.

3. Project Objectives

- A. 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 Project A and Project B).
- B. Reduce the risk of flooding in San José as a result of water releases from Valley Water's Anderson Dam that may occur after construction of Valley Water's Anderson Dam Tunnel Project (ADTP), scheduled to be completed approximately December 2023 (pertains only to Project B).

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.

SCHEDULE D SCOPE OF SERVICES

- B. The Federal Energy Regulatory Commission (FERC) has jurisdiction over Anderson Dam, located on Coyote Creek in Morgan Hill, and its associated safety measures. 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 December 2023. Valley Water created the CCFMMP in response to the FERC Order.
- C. The 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 any additional flows from the ADTP.

D. Project Elements

Primary elements to be designed:

- 1) Earthen levees
- 2) Floodwalls
- 3) Passive barriers
- 4) Vegetated berms

- E. Measures will be implemented as indicated in the following reaches of Coyote Creek. All lengths and elevations in the Project elements are to be considered approximate and for estimating purposes only.

1) CCFMMP (Project A) Location and Elements

a. Reach 5

- (1) 350 linear feet (LF) of 4-foot tall levee on the south end of the South Bay Mobile Home Park, east of the Union Pacific Railroad (UPRR) tracks
- (2) 350 LF of 2-foot tall floodwall to protect homes located on Notting Hill Drive, on east bank of Coyote Creek
- (3) 2,000 LF of 9-foot tall floodwall between Berryessa Road and UPRR tracks, on west bank of Coyote Creek
- (4) 2,500 LF of 9-foot tall floodwall between Berryessa Road and Mabury Road, on west bank of Coyote Creek

b. Reach 6

1,200 LF of 6-foot tall floodwall on west bank from Mabury Road to Highway 101

c. Reach 7

SCHEDULE D SCOPE OF SERVICES

- (1) Acquire or elevate three properties located on South 17th Street between Santa Clara Street and San Fernando Street
- (2) 550 LF of 5.5-foot tall floodwall behind the backyards of two properties located on South 17th Street just north of Arroyo Way
- (3) Acquire or elevate four properties located east of Arroyo Way
- (4) Acquire or elevate two properties located on South 17th Street between San Carlos Street and San Salvador Street
- (5) 700 LF of 9-foot tall floodwall along the western edge of Coyote Outdoor Classroom
- (6) Acquire or elevate one property located on East William Street, east of South 16th Street
- (7) 400 LF of 4-foot tall floodwall along the backyard perimeter of two properties located at the southern end of William Street Park

2) CCFPP (Project B) Location and Elements

a. Reach 4

- (1) 2,450 LF of 4-foot tall floodwalls on both banks upstream and downstream of Charcot Ave. bridge
- (2) 4-foot tall passive barriers on roadway at ends of bridge

b. Reach 6

- (1) 1,100 LF of 3-foot tall floodwall on east bank adjacent CSJ Mabury Service Yard
- (2) 350 LF of 4-foot tall floodwall along Highway 101
- (3) 75 LF of 5-foot tall passive barrier across Jackson St.
- (4) 1,200 LF of 3-foot tall floodwall at western edge of Watson Park
- (5) 75 LF of 5-foot tall vegetated berm at Watson Park
- (6) 250 LF of 5.5-foot tall floodwall at northern side of Empire Gardens Elementary School
- (7) 850 LF of 2-foot tall floodwall at western edge of Kellogg Co.
- (8) 750 LF of 5.5-foot tall floodwall on east bank at Parkside Terrace Apartments

c. Reach 7

SCHEDULE D SCOPE OF SERVICES

- (1) 100 LF of 3-foot tall floodwall on the backyard of 329 Brookwood Ave.
 - (2) Acquire, demo and return to natural conditions or elevate properties located at 311 Brookwood Ave., 315 Brookwood Ave., and 321 Brookwood Ave.
 - (3) 1,200 LF of 4-foot tall vegetated berm on western edge of William St. Park
 - (4) 150 LF of 3-foot tall passive barrier at entrance of Coyote Outdoor Classroom ramp
 - (5) 950 LF of 5-foot tall floodwall located west of Olinder Elementary School
 - (6) 1,750 LF of 5-foot tall passive barrier at eastern edge of Selma Olinder Park
- d. Reach 8
- (1) 350 LF of 6-foot tall floodwall on west bank, north of Keyes St.
 - (2) 500 LF of 4.5-foot tall floodwall at edge of Rock Springs Park
 - (3) 1,500 LF of 4.5-foot tall vegetated berm east of SJWC station and Bevin Brook Dr.
 - (4) 600 LF of 6.5-foot tall floodwall on east bank, downstream of Tully Rd.

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, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. 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 on all Project deliverables and forward to the 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 Valley Water review process. For

SCHEDULE D SCOPE OF SERVICES

each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting minutes and will 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, the Consultant will perform some of the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, Valley Water Project Manager (DPM) 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 Three, Scope of Services**.

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.

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.

8) Completeness

- a. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.
- b. A Complete Design Set must include all the information required for a constructible set of plans and specifications; include a project cost estimate; and

SCHEDULE D SCOPE OF SERVICES

provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

B. Project-Specific Assumptions and Requirements

- 1) The final work products from this scope shall be plans, specifications, and construction cost estimates (PS&E) to build the two Projects separately. There will be two separate sets of Plans, Specifications, and Engineering Cost Estimates prepared on separate timelines.
- 2) The approved design of, and all associated deliverables for, the CCFMMP (Project A) are to be completed by July 1, 2022, and the approved design of, and all associated deliverables for, the CCFPP (Project B) are to be completed by July 1, 2023. This final schedule is by regulatory order and is not subject to revision, unless modified pursuant to an amendment to this Agreement. Although much of the work for the designs of the CCFMMP and CCFPP is expected to take place concurrently, work on the CCFMMP and CCFPP is to be scheduled in order to meet the deadlines.
- 3) Consultant shall incorporate additional measures in the designs that are necessary to protect multiple environmental resources during the Projects' construction and operation. These measures include storm water pollution prevention Best Management Practices and measures necessary to avoid and minimize impacts on sensitive native fish populations, other aquatic sensitive species, and sensitive native habitat types, and, in particular, *Oncorhynchus mykiss* (steelhead trout) populations and habitat.
- 4) Consultant shall comply with all pertinent requirements of the Mandatory Directive for Construction Projects, Order of The Health Officer of The County of Santa Clara Establishing Mandatory Risk Reduction Measures Applicable to All Activities and Sectors to Address the COVID-19 Pandemic, issued July 2, 2020, and all subsequent orders and directives. These requirements shall also be included in the site-specific Health and Safety Plans (Subtask 2.3A.5 Geotechnical Investigations for CCFMMP and Subtask 2.3B.5 Geotechnical Investigations for CCFPP).
- 5) Consultant is advised that safety and security issues may occur at Project locations. It is the Consultant's responsibility to identify, specify, and take appropriate measures to address such issues. It is recommended that the Consultant coordinate with the City of San José Police Department Secondary Employment Unit (SJPd SEU) for any on-site security during work hours.

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SCHEDULE D SCOPE OF SERVICES

1. Tasks

SUMMARY OF TASKS DESCRIPTIONS			
		Project A	Project B
Task No.	Task Description	Coyote Creek Flood Management Measures Project (CCFMMP)	Coyote Creek Flood Protection Project (CCFPP)
1	Project Management	X	X
2	Data Collection and Investigations	X	X
3	Basis for Design	X	X
4	30 Percent Design Document Preparation	X	X
5	60 Percent Design Document Preparation	X	X
6	90 Percent Design Document Preparation	X	X
7	Final Design Document Preparation	X	X
8	Bid and Award Services	X	X
9	Supplemental Services	X	X

TASK 1 - PROJECT MANAGEMENT

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Attachment One to Schedule D, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule D, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.

1.1 Kickoff Meeting

Consultant's key staff and subconsultants, as determined necessary and appropriate by Consultant, and additional participants, as directed by Valley Water, will attend a kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team members' roles and responsibilities, describe Project procedures, and summarize scope and schedule.

Task 1.1A - Deliverables

1. Kick-off meeting minutes (Draft and Final).
2. Record of minutes and distribution.

Task 1.1B - Deliverables

1. Kick-off meeting minutes (Draft and Final).
2. Record of minutes and distribution.

1.2 Project Design Work Plans

Consultant will prepare Project Design Work Plans in accordance with this Scope of Services.

SCHEDULE D SCOPE OF SERVICES

1.2A - Project Design Work Plan for CCFMMP

1.2B - Project Design Work Plan for CCFPP

- 1.2.1 The Project Design Work Plans shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.
- 1.2.2 Quality Assurance & Quality Control Plans

1.2A.2 - Quality Assurance & Quality Control Plan for CCFMMP

1.2B.2 - Quality Assurance & Quality Control Plan for CCFPP

The Project Design Work Plans shall include Project Quality Assurance and Quality Control (QA/QC) Plans documenting Consultant's procedures to ensure Consultant's services and deliverables meet Valley Water requirements and accepted practices and standards of the Consultant's profession. Valley Water reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.

Consultant shall prepare and include a specific Survey Control Quality Control Plan consistent with the Caltrans Survey Manual, Article 9.6-1, Evaluation and Adjustment (see Attachment Four to Schedule D, Reference Materials) and a report shall be submitted to Valley Water.

Task 1.2A - Deliverables

1. CCFMMP Work Plan including Quality Assurance and Quality Control Plan (Draft, Draft Final, Final).
2. Baseline schedule draft and final (electronic; mmp and pdf).
3. Monthly schedule updates (electronic; mmp and pdf) and expenditures.
4. Significant schedule updates as necessary.
5. Survey Control Quality Control Plan (Draft, Draft Final, Final).

Task 1.2B - Deliverables

1. CCFMMP Work Plan including Quality Assurance and Quality Control Plan (Draft, Draft Final, Final).
2. Baseline schedule draft and final (electronic; mmp and pdf).
3. Monthly schedule updates (electronic; mmp and pdf) and expenditures.
4. Significant schedule updates as necessary.
5. Survey Control Quality Control Plan (Draft, Draft Final, Final).

SCHEDULE D SCOPE OF SERVICES

1.3 Progress Meetings

1.3A - Progress Meetings for CCFMMP

1.3B - Progress Meetings for CCFPP

Valley Water and Consultant's key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, and additional participants, as directed by Valley Water, or at Valley Water's direction, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, including monthly design coordination meetings, regulatory and resource agencies, and review boards, as needed, to review, discuss and progress the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water at least one week prior to the meetings.

Task 1.3A - Deliverables

1. Monthly meeting agendas, minutes, and presentations (Draft and Final).
2. Records of minutes and distribution.

Task 1.3B - Deliverables

1. Monthly meeting agendas, minutes, and presentations (Draft and Final).
2. Records of minutes and distribution.

1.4 One-on-One Meetings with Valley Water

1.4A - One-on-One Meetings with Valley Water for CCFMMP

1.4B - One-on-One Meetings with Valley Water for CCFPP

Consultant Project Manager must provide a brief update of the team's work activities completed within each week, the look-ahead activities, and the issues and actions that require Valley Water's attention. The meeting schedule will be established by Valley Water, weekly/biweekly in person, video conference, or teleconference at Valley Water's discretion.

Task 1.4A - Deliverables

1. Weekly meeting agendas, minutes, and presentations (Draft and Final).
2. Records of minutes and distribution.

Task 1.4B - Deliverables

1. Weekly meeting agendas, minutes, and presentations (Draft and Final).
2. Records of minutes and distribution.

1.5 Coordination and Communication with External Agencies

1.5A - Coordination and Communication with External Agencies for CCFMMP and

1.5B - Coordination and Communication with External Agencies for CCFPP

Consultant will assist the VWPM with coordination and communication with appropriate

SCHEDULE D SCOPE OF SERVICES

regulatory or other agencies, such as City of San José and utility companies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project design activities as requested by Valley Water.

Task 1.5A Deliverables

1. External Agencies Communication and Meetings minutes (Draft and Final).
2. Record of minutes and distribution.

Task 1.5B Deliverables

1. External Agencies Communication and Meetings minutes (Draft and Final).
2. Record of minutes and distribution.

1.6 Public Outreach

1.6A - Public Outreach for CCFMMP

1.6B - Public Outreach for CCFPP

If requested, Consultant will provide support and assistance with Valley Water's public outreach activities. Such assistance may include coordination, preparation, and participation 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 the VWPM.

Task 1.6A - Deliverables

1. Summaries of public comments detailing/categorizing public interests/concerns.
2. Content for outreach-related activities and materials.

Task 1.6B - Deliverables

1. Summaries of public comments detailing/categorizing public interests/concerns.
2. Content for outreach-related activities and materials.

1.7 Project-Specific Sub-Tasks

1.7.1 Additional Review Meetings

Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks, 60% design tasks, 90% design tasks, and other design tasks.

Task 1 - Assumptions

A. Project Management

Consultant shall perform as described below:

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- 1) Supervise, coordinate and monitor design for conformance with standard engineering practice, Valley Water Policies and Procedures, and other governing agency requirements.
- 2) Notify Valley Water of any changes in scope or budget as soon as possible and determine actions, if necessary, to address these changes.
- 3) Maintain communication by being available by phone or e-mail and responding in a timely fashion.
- 4) Maintain Project Files.
- 5) Prepare monthly progress reports and invoices showing budgeted and actual costs versus work progress status and the projected spending versus progress.
- 6) Prepare correspondence and memoranda.
- 7) Perform other project management activities necessary to keep the Project on schedule.

B. Project Design Workplans

- 1) Quality Control must include, but not be limited to, the items listed below:
 - a. Quality control strategy.
 - b. All quality control activities to be conducted.
 - c. Identification of the technical reviewers and the Consultant's Quality Control Team.
 - d. Identification of Consultant's independent QA/QC Team.
 - e. Define roles and responsibilities of those who do work (e.g. project team members, design consultants, etc.), technical reviewers (from Consultant) and the Quality Control Team (from Consultant) relative to ensuring the interim work product and final deliverables meet quality standards.
 - f. Design Review Checklist
 - (1) Work product to be reviewed
 - (2) Scope of the review
 - (3) Reviewers
 - (4) Sign-off and date, remarks

Consultant shall prepare and include a specific Survey Control Quality Control Plan consistent with the Caltrans Survey Manual, Article 9.6-1, Evaluation and Adjustment, and a report shall be submitted to Valley Water.

- 2) All control surveys will be evaluated, checked and adjusted by least squares or compass rule adjustment method, as appropriate, using observation equations before being used as a basis for any project survey.

SCHEDULE D SCOPE OF SERVICES

- a. The project surveyor assembles all research materials and completed field data into a project control survey file. The file then must be evaluated based on the process listed below.
 - (1) Reviewing field notes for completeness and accuracy.
 - (2) Reviewing all closures (residuals), adjustments, and conformance to standards.
 - (3) Reviewing final adjusted horizontal and vertical coordinate values.
 - b. All surveys must be performed under the direction of a Professional Land Surveyor Licensed in the State of California.
- C. Progress Meetings, One-on-One Meetings with Valley Water, Coordination and Communication with External Agencies
- 1) Meetings will be held in-person, in video conference, or in teleconference at the discretion of Valley Water with concurrence of the attendees.
 - 2) The Consultant shall communicate with the Project Team by any of the means listed below:
 - a. Meetings as described in Tasks 1.3 Progress Meetings, 1.4 One-on-One Meetings with Valley Water, and 1.5 Coordination and Communication with External Agencies.
 - b. Telephone communication with subsequent notes.
 - c. Maintenance of a decision log to monitor the impact and source of key decisions.
 - d. Maintenance of outstanding information log.
 - e. Maintenance of an action item log to monitor the status of critical assignments that affect the work progress.
 - f. Monthly status reports for attachment to the invoice, which will outline the work performed, budget and schedule status, earned value update, and any issues to be resolved.
 - 3) Consultant shall perform as described below.
 - a. Meet with Valley Water staff when either Party determines necessary, to review the Project scope of work, schedules, design standards, environmental mitigation measures, and Plans, Specifications, and Estimates (PS&E) requirements for the Project.
 - b. Assist and participate in coordination meetings with the City of San José and regulatory agencies, as directed by Valley Water.
 - c. Conduct utility coordination meetings, as needed, three (3) for each of the CCFMMP and CCFPP.
 - d. The above meetings will be held in-person, in video conference, or in teleconference at the discretion of Valley Water with concurrence of the attendees.

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4) Public Outreach

- a. Public meetings for design, to a maximum of eighteen (18) for each of the CCFMMP and CCFPP, including landscaping design.
- b. Public meetings for aesthetic and similar issues, to a maximum of three (3) for each of the CCFMMP and CCFPP.
- c. Attend and participate in up to twenty-four (24) additional public meetings/workshops for Public Outreach as required by Valley Water.

D. Basis of Level of Effort Estimates

- 1) The kick-off meeting task includes one day preparation and ½ day meeting for the PM, A and B Project Leads, and Discipline Leads.
- 2) The preparation of workplan is based on one draft version and one final version with contribution from PM for overall content and organization of the plan. A and B Project Leads and Discipline leads provide the detailed descriptions of task execution, review and quality control measures for the deliverables.
- 3) Progress meeting task includes twenty-four (24) meetings (assuming a Project duration of 2 years) based on 2 hours of meeting with 4 hours preparation for the PM and commensurately for A and B Project Lead, as well as Discipline leads.
- 4) One-on-one meeting task is based on 120, 1½ hour meeting for the PM; accompanied by either the Project A Lead or the Project B Lead (2 total persons per meeting).
- 5) External agency meeting task is based on a maximum of thirty (30) coordination meetings (preparation, meeting, minutes).
- 6) Public outreach task is based on a maximum of forty-five (45) ½-day outreach meetings/events, including meeting time and support effort.
- 7) Project-Specific Sub-Tasks are based on a maximum of five (5) 1-day meeting/workshop.

TASK 2 - DATA COLLECTION AND INVESTIGATIONS

2A - Data Collection and Investigations for CCFMMP

2B - Data Collection and Investigations for CCFPP

The purpose of this task is to research, review, and use Planning Phase deliverables as a basis for the design, as well as to conduct necessary field investigations (i.e., geotechnical, hydrological, hydraulic, etc.) to establish a Project Base Map, and prepare reports that will inform the design. Consultant is responsible for collecting all the data and conducting all investigations that are needed to complete the final design.

2.1 Research and Review of Available Project Documentation

2.1A - Research and Review of Available Project Documentation for CCFMMP

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2.1B - Research and Review of Available Project Documentation for CCFPP

Consultant will research and review available relevant documents and standards from Valley Water, the City of San José, utilities, and others, including, but not limited to, Valley Water hydraulic and hydrologic modeling and the Planning Study Report (PSR), as-built plans, aerial photos, parcel maps, records of survey, available utility maps, assessor's maps, geotechnical reports and subsurface investigations, Cultural Resource Reports, etc.

Task 2.1A - Deliverables

1. Data request log, updates, and completion information.
2. List of existing data collected.

Task 2.1B - Deliverables

1. Data request log, updates, and completion information.
2. List of existing data collected.

2.2 Project Base Map

2.2A - Project Base Map for CCFMMP

2.2B - Project Base Map for CCFPP

Consultant shall prepare and submit Project Base Maps, survey data, drawings, utility info, etc. and data as necessary to complete required studies and prepare contract drawings for the Project. Base map preparation must conform to Santa Clara Valley Water District Standards for GIS Products (Schedule D, Attachment Four, Reference Materials). Base Map preparation shall include, but not be limited to:

- 2.2.1 Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. Request information, including maps if possible, from the City of San Jose, utilities, and private companies with potential infrastructure conflicts. At critical locations, the Consultant shall pothole existing utilities, pipelines, and other infrastructure as necessary to evaluate for potential conflicts and verify location for design and inclusion in the final drawings. Survey the location, type, and depth of each pothole location.
- 2.2.2 Survey the location and elevation of each geotechnical exploration. A standalone mapping deliverable showing this geotechnical boring data will also be prepared. Survey the location and elevation of each monitoring well and incorporate data into the Base Mapping.
- 2.2.3 Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. Request information, including maps if possible, from the City of San Jose, utilities, and private companies with potential infrastructure conflicts. At critical locations, the Consultant shall pothole existing utilities, pipelines, and other infrastructure as necessary to evaluate for potential conflicts and verify location for design and inclusion in the final drawings. [NOT USED]

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- 2.2.4 Perform land surveying to identify Project site utilities and other features for incorporation into the Project base map as well as support any mapping data collection and validation, including LiDAR. Land surveying will include a GPS survey to establish precise horizontal and vertical coordinates on a local control station. Checkpoints will be surveyed throughout the mapping area to validate existing LiDAR data (if any) and support new LiDAR data collection, if needed. The survey will include horizontal and vertical control stations published by the National Geodetic Survey (NGS) and/or NGS-published Continuously Operating Reference Stations in order to reference the Project to a specified geodetic coordinate system and vertical datum. [NOT USED]
- 2.2.5 Conduct field survey work as necessary to verify and supplement existing topographical data for the Project work. Survey work shall be adequate for preparation of base mapping data as well as any additional mapping data collection, including the LiDAR survey (if needed). The survey work will be conducted at high density and with accuracy capable of supporting 1-foot contours. In addition, aerial photography will be obtained at 1:3600 photo scale to provide 1" = 40' scale mapping and 1-foot contours. LiDAR data together with aerial photography will be used to generate a base map covering the Project work area. [NOT USED]

Task 2.2A - Deliverables

1. Project Base Map.
2. Report of findings including survey data, drawings, and utility Information.

Task 2.2B - Deliverables

1. Project Base Map.
2. Report of findings including survey data, drawings, and utility Information.

Task 2.2 - Assumptions

1. Quality control/quality assurance of all survey deliverables will be performed by a CA LS not in responsible charge of that specific deliverable.
2. Title reports for all acquisition parcels, required for utility easement identification and location, to be provided by Valley Water.
3. Property access notification and coordination to be performed by Valley Water.
4. Any Supplemental Survey Control established shall be consistent with Caltrans Third Order survey procedures, protocols, and requirements.
5. A full underground utility survey utilizing electronic locating equipment and Ground Penetrating Radar (GPR) methods will be performed by Consultant's private utility locator to Quality Level B (Utility Designation) standards along each improvement route. Consultant will survey the location, type, and depth, if ascertainable, of each utility marking. This underground utility data will be incorporated into the Base Mapping.
6. National Flood Insurance Program (NFIP) survey support will be provided in those instances where the property owner wishes to elevate their residence above the base flood elevation

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(BFE) instead of relinquishing their property. Support could include BFE determination, establishment of a site benchmark, finished floor elevation confirmation, and preparation of a Federal Emergency Management Agency (FEMA) NFIP elevation certificate.

7. The Primary Control Network (PCN), as previously established and currently utilized by the Valley Water Land Surveying and Mapping Unit (LSMU), will be the measurement basis for this project. Following verification of the PCN, a supplemental control survey will be performed along the planned improvement routes to facilitate the field data collection required for this project.
8. As requested by the LSMU, Consultant will perform a verification review of the acquisition parcel resolved boundary locations. Selected property monumentation will be recovered to perform this task. Following boundary verification and as requested by Valley Water, stakeholders, or property owners, Consultant will provide right-of-way (ROW) and proposed ROW staking to field-delineate selected boundary and easement locations to aid in visualization of the planned acquisition or improvements.
9. Utility potholing based on Quality Level A (Potholing) standards at selected locations. These pothole data will be incorporated into the Base Mapping.

2.3 Geotechnical Investigations.

2.3A - Geotechnical Investigations for CCFMMP

2.3B - Geotechnical Investigations for CCFPP

- A. Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. The investigation will be designed to provide adequate data for the engineering analyses, the development of the Geotechnical Data Report and the Basis of Design Report.
- B. The Consultant shall conduct all investigations needed to develop the geotechnical parameters needed for the designs of the various project elements. The Geotechnical Investigation shall be performed by or under the charge of a Geotechnical Engineer licensed in the State of California.
- C. Valley Water will provide all existing geotechnical data for the Project to the Consultant for their evaluation and use. Additional Geotechnical Investigations may be approved by Valley Water with justification, to fill in data gaps identified as the detailed design progresses.
- D. It is possible that the Geotechnical Investigation for both CCFMMP and the CCFPP cannot be completed in sufficient time to meet the CCFMMP final design schedule, because of the mandatory deadline for the CCFMMP final design specified in Article 5. Assumptions and Requirements, B. Project-Specific Assumptions and Requirements. In that case, Consultant shall schedule the aspects of the Geotechnical Investigation for the CCFMMP to be prioritized to meet the schedule. This includes all deliverable analyses and reports for the CCFMMP. Note that CCFPP work may continue concurrently if that does not adversely impact the CCFMMP schedule.

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- E. The field exploration schedule is based on 32 days to perform 56 exploratory auger borings and 11 days to advance 33 Cone Penetration Tests.

2.3.1 Field Work

2.3.1A - Field Work for CCFMMP

2.3.1B - Field Work for CCFPP

- A. Consultant shall conduct Geotechnical/Subsurface Investigations as needed for the design and identified in the Geotechnical Investigations Work Plan. Consultant is responsible for the disposal of spoils generated from the investigations activities and to provide documentation of such disposal actions to Valley Water.
- B. The field work shall be delineated by the following Reaches and further delineated by CCFMMP and CCFPP elements within each Reach as stated in Section 4. Project Background, Subsection D. Project Elements, above.
- 1) Reach 4 Montague Expwy to Old Oakland Road
 - 2) Reach 5 Old Oakland Rd to Mabury Rd
 - 3) Reach 6 Mabury Rd to East Santa Clara St
 - 4) Reach 7 East Santa Clara St to I-280
 - 5) Reach 8 I-280 to Tully Rd

2.3.1A.1 and 2.3.1B.1 Field Work Plan

Prior to commencing field work, the Consultant shall submit a Field Work Plan for Valley Water review and approval for all aspects of the work. This Field Work Plan will include, at a minimum, the elements listed below.

- A. A written narrative of the work to be performed including a description of all permits needed and any special conditions noted for the field work.
- B. Description of drilling and safety equipment and procedures to be used.
- C. Exploration site plan and table showing the Consultant's recommendations for exploration locations, depths, designs, and types of exploration to be performed (e.g., soil borings, cone penetration, piezometer, monitoring well installation, and others).
- D. Permits, regulations and conditions of work including, but not limited to, encroachment, traffic and transportation, noise and vibration limitations, hours of work as required by Valley Water, County of Santa Clara, City of San José, and State of California.
- E. A schedule showing all field work to be performed and who will be doing it.
- F. The cell phone numbers and names for the Consultant and/or a representative to be reached.
- G. A site-specific Health and Safety Plan.

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- H. The Best Management Practices (BMPs) to be followed to protect staff and the public, property, and the environment from harm, damage, or pollution.
- I. The proposed drilling contractor(s) name, address, phone number, and proof of insurance and C-57 license.
- J. The names and qualifications of the individuals logging the borings.
- K. The laboratory proposed for testing and their current accreditations.

Task 2.3.1A.1 - Deliverables

- 1. Draft Field Work Plan.
- 2. Final Field Work Plan within one (1) week after Consultant's receipt of Valley Water comments.

Task 2.3.1B.1 - Deliverables

- 1. Draft Field Work Plan.
- 2. Final Field Work Plan within one (1) week after Consultant's receipt of Valley Water comments.

Tasks 2.3.1 - Assumptions

The number and depths of explorations are based on information made available to Consultant regarding general site and subsurface conditions as they relate to planned improvements.

2.3.1A.2 and 2.3.1B.2 Field Work Coordination, Permits, and Applicable Regulations

Consultant shall coordinate all field work activities with the property owners and residents, public, government agencies, regulatory agencies, and Valley Water. Conformance with all conditions of Valley Water well standards, Best Management Practices listed in the Environmental Impact Report, encroachment permit regulations, applicable noise standards, and all other applicable regulations will be accomplished by Consultant by adhering to the detailed final Field Work Plan. During the field work, Consultant or a representative shall be available to respond to Valley Water and public inquiries within two hours.

Task 2.3.1A.2 - Deliverables

Supporting documentation to the Field Work Plan which is needed to apply for and obtain permits.

Task 2.3.1B.2 - Deliverables

Supporting documentation to the Field Work Plan which is needed to apply for and obtain permits.

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2.3.1A.3 and 2.3.1B.3 Encroachment Permits and Traffic Control Plans

Consultant shall apply for and obtain encroachment permits from the City of San José and Valley Water drilling/well permits as needed for the applicable exploration locations. Consultant shall prepare all traffic control plans and correspondence necessary to obtain the permits. Consultant shall be responsible for ensuring compliance with the traffic control plan and permit requirements.

Task 2.3.1A.3 - Deliverables

Copies of the permit applications and permits.

Task 2.3.1B.3 - Deliverables

Copies of the permit applications and permits.

2.3.1A.4 and 2.3.1B.4 Utility and Access Verification

- A. Prior to initiation of the subsurface exploration work, Consultant's field personnel shall specifically evaluate each location to assess potential issues relating to the timely, safe, and successful completion of the work. This will include contacting each property owner who has granted right-of-entry and discussing any special needs they may have regarding access. Overall safety at each particular exploration location shall be the responsibility of Consultant.
- B. Consultant shall initially identify the locations of utilities and utility corridors during the development and preparation of the Field Work Plan. The ability to access and obtain utility clearance of the proposed exploration locations indicated in the Field Work Plan will first be checked in the field by Consultant during site reconnaissance. The accessibility of each site shall be evaluated by Consultant based on visual observations, the identified property ownership, and right-of-entry constraints, environmental constraints identified by Valley Water, and publicly available information regarding locations of utilities or other third-party improvements. Consultant shall use the Field Work Plan level evaluations as the basis for initial clearance of the locations only and those locations will be subject to formal clearance by USA and Consultant's private utility locator, applicable utility owners, and property or easement owners whether public or private.
- C. Consultant shall complete the final verification using the process for contacting USA as detailed in the California Government Code Sections 4216-4216.9 for marking and clearing of utilities prior to initiating subsurface excavations including drilling. In addition, Consultant shall provide clearance of those utilities excluded under Section 4216(h) through use of a private utility locating service, as necessary.

Task 2.3.1A.4 - Deliverables

Copies of the utility clearance request and response documents and correspondence with utilities, public agencies, and property owners.

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Task 2.3.1B.4 - Deliverables

Copies of the utility clearance request and response documents and correspondence with utilities, public agencies, and property owners.

2.3.1A.5 and 2.3.1B.5 Health and Safety Plan

- A. A draft Health and Safety Plan as defined in California Code of Regulations Title 8, Section 5192(b)(4)(B), shall be prepared by Consultant's Certified Industrial Hygienist will be prepared concurrently with the draft Field Work Plan and will be appended to the draft Field Work Plan by Consultant. The Consultant will modify the draft Health and Safety Plan to reflect Valley Water's comments and the final Health and Safety Plan will be appended to the final Field Work Plan.
- B. Consultant shall provide in this site-specific Health and Safety Plan and comply with all pertinent requirements of the Mandatory Directive for Construction Projects, Order of The Health Officer of The County of Santa Clara Establishing Mandatory Risk Reduction Measures Applicable to All Activities and Sectors to Address the Covid-19 Pandemic, issued July 2, 2020, and all subsequent orders and directives.
- C. Consultant is advised that safety and security issues may occur at Project locations. It is the Consultant's responsibility to identify, specify, and take appropriate measures to address such issues.

Task 2.3.1A.5 - Deliverables

Copies of the draft and final Health and Safety Plans shall be included as appendices to the draft and final Field Work Plan submittals.

Task 2.3.1B.5 - Deliverables

Copies of the draft and final Health and Safety Plans shall be included as appendices to the draft and final Field Work Plan submittals.

2.3.1A.6 and 2.3.1B.6 Survey Work

Following the acceptance of the Field Work Plan by Valley Water, Consultant shall physically locate all planned exploration locations in the field using handheld GPS devices. Consultant shall tabulate the locations indicated in the Field Work Plan using northing and easting data based on the apparent locations determined from the LiDAR maps to be provided by Valley Water. Consultant shall mark the actual proposed locations in the field prior to requesting USA clearance, and Consultant will determine the locations of the markings using portable GPS units that are reported to be accurate within one foot. As required by the results of the USA clearance or other constraints, Consultant shall revise and mark the final locations of the exploration points after completion of the exploration. The final locations of the completed exploration points will be surveyed by Consultant's registered and licensed California Land Surveyor.

Task 2.3.1A.6 - Deliverables

Copies of the survey map depicting and summarizing the locations of the completed

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exploration points will be delivered as a paper copy and as an AutoCAD file.

Task 2.3.1B.6 - Deliverables

Copies of the survey map depicting and summarizing the locations of the completed exploration points will be delivered as a paper copy and as an AutoCAD file.

2.3.1A.7 and 2.3.1B.7 Subsurface Exploration, Classification, Sampling, Backfilling

The Consultant shall provide all necessary labor, materials, tools, and equipment to perform the explorations and subsurface soil sampling.

- A. All borings that are not converted to monitoring wells or piezometers shall be backfilled with cement grout in accordance with Valley Water, City, and Santa Clara County standards including Valley Water Ordinance No. 90-1, *Valley Water Well Standards*, and California Department of Water Resources Bulletin 74-81, *California Well Standards*, and Bulletin 74-90, *Draft Supplement to Bulletin 74-81*.
- B. The Consultant shall be responsible for repair and replacement of fences, landscaping, or other features damaged or removed for drill rig access. While performing the field work, the Consultant shall act in a professional manner at all times and keep the work area neat and clean. The Consultant shall minimize any interference to the adjacent private property owners and adjacent properties during the execution of the work. All field work shall be documented with digital photos.

2.3.1A.7.1 and 2.3.1B.7.1

Consultant shall be responsible for the testing, on-site storage, and disposal of investigation spoils. Three to five drums of spoils per boring have been used to estimate storage and analytical testing quantities.

- A. Consultant shall drum and transport soil cuttings to an on-site storage location designated by Valley Water.
- B. Consultant shall perform the necessary tests of the drummed soil cuttings for disposal in accordance with state, federal and local regulations. The soil cuttings are assumed to be non-hazardous.
- C. Consultant shall be responsible for proper collection, preservation, transportation, and chains of custody of the samples. Samples will be the property of the Consultant.
- D. Consultant shall dispose of the drums in accordance with state, federal, and local regulations.
- E. Consultant shall provide certificate(s) of disposal to Valley Water.

2.3.1A.7.2 and 2.3.1B.7.2 Installation of Monitoring Wells or Piezometers

- A. Some of the borings may need to be converted into piezometers or monitoring wells for medium and long-term monitoring of the groundwater level. Consultant

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shall make recommendations for which borings should be converted. Consultant shall obtain Valley Water Well Permits (<https://www.valleywater.org/contractors/doing-businesses-with-the-district/wells-and-well-owners/well-permits-and-inspections>) for the installation of the piezometers or monitoring wells. Consultant shall be responsible for monitoring the wells and piezometers from the time of installation until submittal and approval of the final 100% PS&E.

- B. To characterize the groundwater environment for CCFMMP, three monitoring wells/piezometers will be installed in each Reach (5, 6, and 7) for a total of 9 wells. To characterize the groundwater environment for CCFPP, three monitoring wells/piezometers will be installed in each Reach (4 and 8) for a total of 6 wells. Locations of monitoring wells/piezometers proposed in Reaches 6 and 7 will be positioned in relation to planned improvements of Project A and Project B.

Task 2.3.1A.7 - Deliverables

1. Field work documentation, including digital photographs.
2. Copies of spoils disposal certificates.
3. Monitoring well and/or piezometer readings.

Task 2.3.1B.7 - Deliverables

1. Field work documentation, including digital photographs.
2. Copies of spoils disposal certificates.
3. Monitoring well and/or piezometer readings.

2.3.2 Laboratory Testing Program

2.3.2A - Laboratory Testing Program for CCFMMP

2.3.2B - Laboratory Testing Program for CCFPP

2.3.2A.1 and 2.3.2B.1 Laboratory Testing Plan

- A. Prior to commencing laboratory testing for all aspects of the work, Consultant shall submit a Laboratory Testing Plan for Valley Water review and approval. This testing plan shall include a list of selected soil samples and proposed testing for the sample. Include the name(s) and credentials of the proposed testing laboratory(ies) to be used by Consultant. A reputable laboratory, which has been accredited by the AASHTO Materials Reference Laboratory or by the US Army Corps of Engineers for the required soil tests shall perform the soils testing.
- B. Anticipated laboratory testing will include sieve analysis, moisture content and unit weight, Atterberg limits (plasticity index), consolidation, unconfined compression, triaxial shear strength, corrosion tests and R-value tests for selected samples.

2.3.2A.2 and 2.3.2B.2 Laboratory Testing and Results

Laboratory work shall include testing of selected soil samples to determine relevant

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engineering properties, corrosion characteristics, and classifications of the soils. Consultant shall submit all Laboratory Testing Results to Valley Water as they become available.

Task 2.3.2A - Deliverables

1. Laboratory Testing Plan
2. Laboratory Testing Results

Task 2.3.2B - Deliverables

1. Laboratory Testing Plan
2. Laboratory Testing Results

2.3.3 Engineering Analysis, Evaluation, And Recommendation

2.3.3A - Engineering Analysis, Evaluation, and Recommendation for CCFMMP

2.3.3B - Engineering Analysis, Evaluation, and Recommendation for CCFPP

2.3.3A.1 and 2.3.3B.1 Engineering Analyses

- A. Consultant shall perform all necessary engineering analyses to determine all soil parameters needed for the design of the various project elements. This should include evaluating slope stability, seepage, bearing capacity, pile load capacity, settlement, lateral earth pressure, liquefaction potential and any other elements considered necessary by Consultant. Consultant shall also develop conclusions and recommendations for design and construction of the project structures as described in project description.
- B. Analysis and evaluation shall be submitted as a part of the geotechnical design report and shall include, but not be limited to, the following:
 - 1) Site characterization and evaluation of engineering properties of the soils;
 - 2) Any unusual subsurface materials and foundations issues;
 - 3) Groundwater conditions at all sites and requirements for drainage;
 - 4) Design criteria for cut and fill slopes;
 - 5) Potential usability of onsite materials as fill and/or the usability of nearby material sources;
 - 6) Foundation recommendations and design criteria for required structures;
 - 7) Evaluation of potential geological hazards including liquefaction, lateral spreading, differential seismic compaction, fault rupture and ground shaking;
 - 8) Recommendations for lateral earth pressures (active, passive, and seismic), filter materials, geo-textiles and temporary slope inclinations for construction;

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- 9) Seismic design criteria;
- 10) Corrosion protection;
- 11) Design criteria for erosion control measures;
- 12) CBR or R-values to be used in the design of pavements for roads and parking areas; and
- 13) Preparation of inclusive Geotechnical Investigation Report including recommendations.

2.3.3A.2 and 2.3.3B.2 Plans and Specifications Review

Geotechnical Engineer shall review and revise 60%, 90%, and 100% PS&E in order to ensure that the intent of the geotechnical recommendations and design criteria are accurately reflected in the PS&E. Reviews shall be concurrent with Valley Water 60%, 90%, and 100% reviews.

Task 2.3.3A - Deliverables

1. Description of analysis to be performed, including assumptions.
2. Analysis results to be included in the Geotechnical Report, Task 2.3.4 Geotechnical Report.
3. 60%, 90%, and 100% plan and specification geotechnical reviews and revisions.

Task 2.3.3B - Deliverables

1. Description of analysis to be performed, including assumptions.
2. Analysis results to be included in the Geotechnical Report, Task 2.3.4 Geotechnical Report.
3. 60%, 90%, and 100% plan and specification geotechnical reviews and revisions.

2.3.4 Geotechnical Report

2.3.4A - Geotechnical Report for CCFMMP

2.3.4B - Geotechnical Report for CCFPP

- A. Consultant shall develop a Geotechnical Report which will document the investigations performed and present the data obtained and the results of the field exploration and laboratory testing work completed as well as other the results of other investigations previously completed relating to this Project. The report shall also include detailed descriptions of the methodologies followed, a summary of the soil and geologic conditions, previous and current investigations and explorations, materials encountered, and the laboratory testing program as listed below.
- B. The Geotechnical Report shall include a Geotechnical Design/Baseline Report that provides an analysis, assessment and interpretation of the existing subsurface conditions. The report will also provide appropriate design recommendations for the basis of design, final design and construction. It will also provide information to the contractor and guidance to Valley Water in the management and monitoring performance during construction. The report shall reference other geotechnical

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studies previously performed on the Project and other historical studies from the site vicinity.

2.3.4A.1 and 2.3.4B.1 Preliminary Geotechnical Recommendations, 2.3.4A.2 and 2.3.4B.2 Geotechnical Report

Consultant shall prepare Draft 60%, 90%, and 100% Geotechnical Reports and Final Geotechnical Reports for the CCFMMP and the CCFPP separately. Comments on the draft reports shall be addressed in the subsequent reports. Reports shall be stamped and signed by the Geotechnical Engineer. The reports shall be prepared as technical reports and include, but not be limited to, the items from the list below.

- A. Table of Contents.
- B. Introduction including site location, description and purpose of investigation.
- C. Description of field investigation including field methods and equipment.
- D. Laboratory results including methods and calculations.
- E. Vicinity map and exploration locations map with pertinent geology, including the approximate location of previous exploration performed by others.
- F. Description of physical properties and characteristics of the subsurface materials including groundwater level and possible seasonal variations in the level.
- G. General site geology and seismicity including seismic design criteria in accordance with current design standards.
- H. Discussion of liquefaction potential.
- I. Potential usability of on-site materials.
- J. Logs of the exploratory borings and other investigation, and included in 60%, 90%, and 100% plans.
- K. Recommendations for excavation and site earthwork, including procedures for subgrade preparation and proper placement of fill and backfill.
- L. Recommendations and design criteria for floodwalls and retaining walls including lateral earth pressures.
- M. Recommendations for corrosion protection.
- N. Recommendations for erosion control measures, if applicable.
- O. Foundation recommendations for planned structures.
- P. Pavement design recommendations, if applicable.

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Task 2.3.4A - Deliverables

1. Analysis and Recommendations.
2. Any additional documentation including site visits, meetings (assume three (3) site visits and three (3) meetings in-person, teleconference, or video conferencing for CCFMMP).
3. Draft 60%, 90%, and 100% Geotechnical Reports for CCFMMP.
4. Final Draft Geotechnical Reports, three (3) copies for CCFMMP.

Task 2.3.4B - Deliverables

1. Analysis and Recommendations.
2. Any additional documentation including site visits, meetings (assume three (3) site visits and three (3) meetings in-person, teleconference, or video conferencing for CCFPP).
3. Draft 60%, 90%, and 100% Geotechnical Reports for CCFPP.
4. Final Draft Geotechnical Reports, three (3) copies for CCFPP.

2.4 Review to Confirm or Modify Valley Water Hydrology & Hydraulic (H&H) Model Results

Valley Water (VW) performed hydrology and hydraulics modeling to determine design water surface elevations (WSE) for the preliminary design of the Coyote Creek Flood Protection Project (CCFPP). The purpose of this task is to review the VW modeling and, if appropriate, make changes and modify design WSEs. As part of this review Consultant will conduct the following tasks.

- A. Obtain HEC-RAS model developed by Valley Water for Project A and Project B and run to confirm existing design water surface elevations.
- B. Review survey data collected for both Project A and Project B and compare to what was used in the Valley Water's hydraulics model. Modify topography/cross-sections as necessary.
- C. Confirm size and elevation of design elements in the hydraulic model.
- D. Develop water surface profiles for each design element. Modify elevations of design elements as necessary.
- E. Attend meetings/conference calls.
- F. Draft memorandum on H&H study (part of Basis of Design report).
- G. Final memorandum on H&H study.

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Task 2.4 - Assumptions

1. Valley Water will provide HEC-RAS model used for initial design.
2. Hydrology is acceptable to VW so will not be reviewed or modified.

TASK 3 - BASIS FOR DESIGN

3A - Basis for Design for CCFMMP

3B - Basis for Design for CCFPP

The purpose of this Task is to perform the engineering analyses, calculations, and interpretations that are required to support and develop the Basis of Design for the Project. Consultant is responsible for developing a comprehensive scope of work and performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others to achieve this purpose. The supporting analyses, calculations, and other standards and detailed design information shall be used to prepare a biddable and constructible set of Plans and Specifications and Engineering Cost Estimates for the Project.

3A.1 and 3B.1

Consultant shall perform design analysis to establish basis for final design of all project elements.

3.1 Design Criteria Memorandum

The Design Criteria Memorandum (DCM) will define the basic criteria and guidance that will be utilized during design. It will include Valley Water basic operations requirements, Project performance requirements, and other stakeholders' design criteria as identified by Valley Water. It will include known relevant constraints such as environmental restriction dates, etc. It will document geotechnical, civil, structural, electrical, mechanical, hydrologic and/or hydraulic standards to be used in the analyses and design. Pertinent codes and references will be cited. The Design Criteria Memorandum will be issued in Draft form and updated as design progresses through the various design stages.

3.2 Basis of Design Report

Consultant shall prepare a full Basis of Design Report to define the technical requirements and parameters for the entire Project including the fields of civil, geotechnical, structural, hydrologic, hydraulic, mechanical, electrical, controls, instrumentation, maintenance, and others, as appropriate.

- 3.2.1 The Basis of Design Report may include but is not limited to the following: description of the general arrangement of existing and new Project facilities; summary of the pertinent findings of field investigations; basis for material properties for use in analyses; construction materials source assessment (on-site and commercial); foundation characterization to assess excavation requirements and foundation acceptance criteria; groundwater dewatering requirements; civil and geotechnical design of the Project elements for analyses; design of disposal sites; hydraulic and structural design of various elements; mechanical and electrical facilities design; and access roadwork.

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3.2.1.1 Consultant shall complete any design work that forms the basis for what is shown and specified in the 30% Plans and Specifications (P&S). Design analysis and/or calculations shall confirm that the design as shown in the 30% P&S is valid and constructible and be completed prior to finalizing the 30% P&S for Valley Water review. Design analysis and calculations shall include the following:

- A. Project name and number.
- B. Table of contents if more than one item is being calculated.
- C. Purpose of the analysis and calculations at the beginning of the document.
- D. Summary of the results (or highlight clearly in the calculations).
- E. Citation of any references such as other technical memoranda, codes, reports, standards used in the analysis and calculations.
- F. Clearly documented assumptions.
- G. Explanations and unit measures for what each parameter in each formula is used.

3.2.2 The Basis of Design Report is to be updated throughout the design phase, if required. Upon completion of final design, the Basis of Design Report shall be updated to reflect any changes or additions that occurred over the course of the design development as detailed in the final design document preparation.

Task 3 - Deliverables

- 1. Design Criteria Memorandum. (Multiple Drafts and Final).
- 2. Basis of Design Report (Draft and Draft Final).

Task 3 - Assumptions

Nominal effort assumed for the Design Criteria Tech Memo and the Basis of Design Report to allow Project A deliverables to be updated and refined for Project B.

TASK 4 - 30-PERCENT DESIGN DOCUMENT PREPARATION

4A - 30-Percent Design Document Preparation for CCFMMP

4B - 30-Percent Design Document Preparation for CCFPP

The 30% design set shall establish primary drawings and specifications for all major Project components and shall include newly developed design details and/or refinement of the preliminary design prepared during the planning phase. The 30% design set will incorporate requirements and criteria identified in the Basis of Design documents and describe the construction scope in more detail. The level of completeness shall be Partially Complete to Substantially Complete.

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4.1 Sample Drawings and Specifications

Consultant shall prepare, and submit to Valley Water, sample drawings and specifications for Valley Water review and approval to ensure that Drafting Standards are being adopted into the plan set and the specifications also follow Valley Water Specification standards.

- 4.1.1 The sample drawings shall include an index drawing numbering scheme, file naming labeling, layout, and format.
- 4.1.2 For specification development, the Consultant shall use Valley Water's Standard Provisions (boilerplate) and Valley Water's Special Provisions format. Consultant shall recommend edits and additions to Valley Water Provisions where appropriate.
- 4.1.3 Consultant shall submit a recommended format for the Technical provisions, for review and approval by Valley Water.

4.2 30% Plans, Specification and Cost Estimate

Consultant shall prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specifications shall include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate.

- 4.2.1 Valley Water has a separate bid proposal package/template for which the Consultant shall provide input, as requested by Valley Water. Multiple, intermediate submittals of Special Provision sections to Valley Water are anticipated to reconcile referencing and formatting issues.

4.3 Right of Way

The 30% plans shall also include clear delineation of existing property lines and take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access.

4.4 Review Meetings

Consultant will conduct a 30% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded pursuant to sub-task 1.3 One-on-One Meetings with Valley Water.

4.5 Additional Review Meetings

Consultant shall identify and attend meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks. This sub-task is funded pursuant to

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sub-task 1.6.1 Additional Review Meetings.

4.6 Project-Specific Sub-Tasks

4.6.1A and 4.6.1B

- A. Consultant shall develop a Type Selection Report.
- B. Project alternatives shall be presented in detail, are reviewed, and the recommended alternative is presented. The review and report shall be in accordance with the Caltrans Information and Procedures Guide, June 2019 or latest version (Schedule D, Attachment Four, Reference Materials).

4.6.2A and 4.6.2B

- A. Consultant shall perform a Control Survey in accordance with the Caltrans Survey Manual, Chapter 9, Control Surveys, (Schedule D, Attachment Four, Reference Materials) and prepare a Survey Control Report.
- B. The Survey Control Report shall contain the following at a minimum:
 - 1) Introduction
 - 2) Purpose
 - 3) Project Coordinate System
 - 4) Methods
 - 5) Network Adjustment Results
 - 6) Positional Accuracy Results
 - 7) Recommendations
 - 8) Surveyor's Statement
- C. Survey support will include the verification review of the acquisition parcel resolved boundary linework. Supplemental control points, work control points, recovered property monumentation and control point tables thereof will be shown on the 30% design submittal.

Task 4A - Deliverables

- 1. Sample Drawings and Specifications
- 2. Quantity take-offs
- 3. Technical memorandum detailing design analysis
- 4. Type Selection Report
- 5. Draft 30% Plans (11" x 17") and Specifications
- 6. 30% AACE Class 4 Construction Cost Estimate
- 7. Review Meeting/Workshop draft and final minutes
- 8. Survey Control Report

Task 4B - Deliverables

- 1. Sample Drawings and Specifications
- 2. Quantity take-offs
- 3. Technical memorandum detailing design analysis

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4. Type Selection Report
5. Draft 30% Plans (11" x 17") and Specifications
6. 30% AACE Class 4 Construction Cost Estimate
7. Review Meeting/Workshop draft and final minutes
8. Survey Control Report

Task 4 - Assumptions

1. Consultant shall prepare 30% Design Plan Set in AutoCAD in accordance with Valley Water CADD Standards and include appropriate elements from the Coyote Watershed Aesthetic Guidelines (Schedule D, Attachment Four, Reference Materials).
2. At a minimum, these sheets shall include the following:
 - a. Cover/Title sheet
 - b. Index map and sheet
 - c. General Notes, Abbreviations and Legend sheets
 - d. General site plan sheet
 - e. Survey control points and table
 - f. Plan and Profile sheets
 - g. Cross sections
 - h. Typical Sections
 - i. Contractor layout, staging, access, and work areas
 - j. Valley Water existing fee and permanent easement and temporary construction easements
 - k. Additional temporary construction easements required to construct the Projects
 - l. Preliminary Landscaping and Revegetation plans and details
3. Special Provision articles shall describe key implementation strategies that will impact future design work. Technical Provisions shall be prepared at the 60% stage.
4. Drawings shall be marked as "Preliminary" until approved by Valley Water.
5. For budgetary purposes, the level of effort for design documentation was developed based on an estimated sheet count for each design phase deliverable and an assumed number of hours per sheet to prepare the design documents for each phase of design. Consultant will advise Valley Water at the monthly meetings if the level of effort estimates are commensurate with the budgetary assumptions. See Table 7-1 Summary of Estimated Sheet Count for Projects A and B, which provides a summary of the estimated sheet count for Projects A and B.

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TASK 5 - 60 PERCENT DESIGN DOCUMENT PREPARATION

5A - 60 Percent Design Document Preparation for CCFMMP

The 60% design set shall incorporate additional requirements, criteria, and details that were not included in the 30% design set. It shall address the comments received and reflect necessary revisions and resolved issues from the 30% design set. It shall be ready for agency permitting review. The level of completeness shall be Substantially Complete to Virtually Complete and ready for permitting agency review.

5.1 60% Plans, Specification and Cost Estimate

Consultant shall prepare and submit 60% drawings, specifications, and an AACE Class 3 construction cost estimate. The drawings, sections, and details must be substantially completed. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates based on assumed productivity, equipment, and labor spreads for the activities. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate. The submittal shall address the review comments in the 30% Design Comment Resolution Document.

5.2 Review Meetings

Consultant will conduct a 60% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3 - One-on-One Meetings with Valley Water.

5.3 Additional Review Meetings

Consultant shall identify and attend design input meetings, workshops and consultations with Valley Water as needed to complete the 60% design tasks. This sub-task is funded in sub-task 1.7.1 - Additional Review Meetings.

5.4 Draft Bid Items

Consultant shall prepare draft bid items at the 60% level of design, including a Technical Memorandum that explains the basis for the bid items and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.

5.5 Project Completion

Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone are to be included in the Project specifications.

5.6 Project-Specific Sub-Tasks

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5.6A.1 and 5.6B.1 Tree Survey

Consultant shall conduct a tree survey within the Project boundary. The tree survey shall be performed, and the resulting report prepared by an ISA-certified arborist or ASCA consulting arborist.

5.6A.1.1 and 5.6B.1.1 Conduct Tree and Shrub Inventory of the Project

The inventory shall include the following:

- A. Identification of all trees and shrubs (e.g. elderberry and willow) greater than 2 inches Diameter at Breast at Height (DBH) in project reach by species. Mark each tree and shrub with a tree tag using a unique identifier.
- B. Information including species, height, DBH, whether regionally native or not, and condition (tree/shrub health such as dead and/or diseased).
- C. A detailed map showing location of all trees and shrubs along the project reach. Locations should be recorded using a GPS unit with sub-meter accuracy.

5.6A.1.2. and 5.6B.1.2 Identify City of San José Heritage Trees

Identify on map any trees that meet the City of San José definition of a heritage tree.

5.6A.1.3 and 5.6B.1.3 Tree Survey Report

The tree survey report shall include a list of all mapped trees and shrubs in tabular form with species, height, DBH, whether regionally native or not, whether a Heritage Tree, and condition, as well as a map of all tagged trees/shrubs. Include representative photos of each dominant species. Include GPS shapefile(s) of locations of tagged individuals, along with appropriate metadata. Include findings and recommendations for tree protections (for example, trees that should/can be reasonably avoided), removals, and rationale. Consultant shall include an Excel table of survey results.

5.6A.1.4 and 5.6B.1.4 Tree Demolition Plan Sheets

Consultant shall prepare tree demolition plan sheets, including tabular survey results. Plan sheets shall be included in 60% PS&E plan submittals.

Task 5.6A - Deliverables

1. Statement of Qualifications for ISA-certified Arborist or ASCA Consulting Arborist.
2. Tree survey report.
3. Tree demolition plan sheets for inclusion in 60% Design Plan Set.
4. Revised quantity take-offs.
5. AACE Class 3 Construction Cost Estimate.

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6. Draft 60% Plans.
7. Draft 60% Special and Technical Specifications.
8. Review meetings Agendas and 60% Design Comment Resolution Document draft and final minutes.
9. Draft Bid Items & Supporting Technical Memorandum.

Task 5.6B - Deliverables

1. Statement of Qualifications for ISA-certified Arborist or ASCA Consulting Arborist.
2. Tree survey report.
3. Tree demolition plan sheets for inclusion in 60% Design Plan Set.
4. Revised quantity take-offs.
5. AACE Class 3 Construction Cost Estimate.
6. Draft 60% Plans.
7. Draft 60% Special and Technical Specifications.
8. Review meetings Agendas and 60% Design Comment Resolution Document draft and final minutes.
9. Draft Bid Items & Supporting Technical Memorandum.

Task 5 - Assumptions

1. Prepare 60% Design Plan Set in AutoCAD following Valley Water design standards. At a minimum, these sheets shall include the following:
 - a. Cover/Title sheet
 - b. Index map
 - c. General notes, Abbreviations, and Legend sheet
 - d. General site plan sheet
 - e. Drawing index sheet
 - f. Plan and Profile sheets
 - g. Cross Sections
 - h. Typical Sections
 - i. Demolition sheets
 - j. Civil/Detail, including grading details sheets, hazardous material locations
 - k. Traffic Control and Detour Plans
 - l. Contractor layout and work area diagram
 - m. Structural Sheets
 - n. Landscape, Tree Demolition, Revegetation Plans and Details
 - o. Irrigation Plans and Details
 - p. Right of Way Layout and Control sheets

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- q. Standard Details sheets
 - r. Sheets(s) of geotechnical investigation logs
 - s. Supplemental sheets as required
2. Prepare 60% Special and Technical Provisions. The specifications shall contain the following:
- a. Cover sheet
 - b. Title sheet
 - c. Table of Contents
 - d. Special Provisions
 - e. Technical Provisions
3. Incorporate in the Plans and in the Specifications locations and specifics of areas in which the Construction Contractor may encounter hazardous materials or waste during construction.
4. Specifications that are not the approved 60% specifications but are working copies shall be marked "Preliminary" and dated.
5. Coordinate for potholing and verification, preparation of high-risk utility certifications, assisting Valley Water with utility agreements, inclusion of utility designs with PS&E, incorporating utility and agency requirements in the PS&E and final Right-of-Way certification.
6. Perform 60% level quantity take offs and update engineer's estimate for the Project and revise quantities/cost calculations as required per review comments.
7. Drawings shall be marked as Preliminary until approved by Valley Water.
8. For budgetary purposes, the level of effort for design documentation was developed based on an estimated sheet count for each design phase deliverable and an assumed number of hours per sheet to prepare the design documents for each phase of design. Consultant will advise Valley Water at the monthly meetings if the level of effort estimates are commensurate with the budgetary assumptions. See Table 7-1 Summary of Estimated Sheet Count for Projects A and B, which provides a summary of the estimated sheet count for Projects A and B.

TASK 6 - 90 PERCENT DESIGN DOCUMENT PREPARATION

The 90% design set shall reflect the revisions and resolutions required from the comments received for the 60% design set. It shall also incorporate any permit conditions established by regulatory agencies. The level of completeness shall be Complete.

6A - 90 Percent Design Document Preparation for CCFMMP

6B - 90 Percent Design Document Preparation for CCFPP

6.1 90% Plans, Specification and Cost Estimate

- A. Consultant shall prepare and submit 90% drawings, specifications, and an AACE Class 2 construction cost estimate. The submittal shall be a complete drawing and

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specification set at or near the level of completion for construction. The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 90% plans and specifications. The submittal shall address the comments in the Design Comment Resolution Document.

- B. Consultant shall review 60% PS&E Submittal comments and prepare responses. Coordinate and resolve design comments and issues from comments received from Valley Water and resource/regulatory agencies.
- C. Consultant shall coordinate design with all agencies and update PS&E, cost/quantity take-offs by incorporating comments from 60% review. This submittal represents complete checked plans, specifications, quantities and cost estimates, ready for final Valley Water final review. This submittal stage is for Valley Water to perform final check.
- D. Design calculations shall include all analysis and computations that were necessary in designing the structures or elements of both Projects. Independent check calculations shall include all analysis and computations that are necessary to independently check all aspects of the design shown on the unchecked details. Results from the check calculations shall be compared with the design. Discrepancies shall be resolved between the designer and checker and the resolutions documented.
- E. Design and check calculations shall conform to the following additional requirements:
 - 1) Must be bound separately from each other for each structure or element.
 - 2) Must be labeled with whether they are design or check calculations
 - 3) Must bear the State of California Registered Professional Engineer Registration seal with the signature, license number, and registration certificate expiration date of the design engineer and independent check engineer.
 - 4) Must contain a table of contents that refers to page numbers--all pages must be numbered.
 - 5) Must be legible and organized so that the design logic can be easily followed.
 - 6) Must contain only final computer runs including input and output sheets.
 - 7) Must contain enough notes on calculation sheets, computer input/output, and on other documentation to clearly show the design logic.
 - 8) Must contain copies of design charts with the specific entries highlighted that were used in the design.
 - 9) Must document all assumptions and conclusions.
- F. An independent check shall be performed by a third party, not previously involved with the Project, for the design calculations, plans, specifications, and estimate prior

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to the 90% submittal. Independent check and primary design team(s) shall prepare a comment resolution form detailing comments and responses.

G. Consultant shall prepare 90% Design Plan Set in AutoCAD following Valley Water design standards.

H. If major comments are received and these comments result in significant rework/revisions, the Consultant shall address the comments and resubmit the 90% Design Submittal for review before proceeding to finalize the contract documents.

6.2 Mitigation and Permitting

Consultant shall identify all applicable mitigation requirements in the certified CEQA document and incorporate the requirements into the 90% design documents. Consultant shall assist Valley Water in preparing submittals or other supporting documents during the permit acquisition process.

6.3 Review Meetings

Consultant will conduct a 90% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3 - One-on-One Meetings with Valley Water.

6.4 Additional Review Meetings

Consultant shall identify and attend design input meetings, workshops, and consultations with Valley Water as needed to complete the 90% design tasks. This sub-task is funded in sub-task 1.7.1 - Additional Review Meetings.

6.5 Technical Design Document Update

Consultant shall prepare and/or update the Basis of Design Report, Design Criteria (Technical) Memorandums, analyses, calculations, etc., as identified in previous task.

6.6 Draft Bid Items

Consultant shall update the draft bid items to the 90% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.

6.7 Constructability/Sequencing Requirements for the Contractor

Consultant shall prepare/update a Construction Sequencing Plan and/or Specification, which will identify key milestone dates to be met during construction and will include specific provisions for incorporation into the Contractor's plan, as needed.

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6.8 Operation and Maintenance Manual

6.8.1 Consultant shall prepare an Operations and Maintenance (O&M) Guidance Manual in order to communicate key Project information to Operations and Maintenance staff to ensure proper operation and appropriate maintenance of the facility and long-term protection of the asset. Since the elements of CCFMMP and CCFPP are similar and locations contiguous, one O&M Guidance shall be prepared covering both Projects. Specific elements shall be identified by Project.

6.8.2 The information below shall be included:

- A. Project background.
- B. Project description and major features.
- C. Major design criteria.
- D. Operational control strategy and system capabilities and limitations.
- E. Special conditions, terms and requirements pertaining to operation and maintenance of the facility, including maintenance triggers.
- F. Agreement and/or permit requirements that are the responsibility of O&M to ensure compliance.

6.9 Project-Specific Sub-Tasks

6.9.1 SWPPP

6.9A.1 - SWPPP for CCFMMP

6.9B.1 - SWPPP for CCFPP

- A. Consultant will note that separate subtasks apply to the CCFMMP and the CCFPP.
- B. Consultant shall prepare a preliminary Storm Water Pollution Prevention Plan (SWPPP) that includes short- and long-term construction and post-construction erosion control and pollution prevention methods. The draft SWPPP will include a description of interim and permanent stabilization practices for the Projects' locations, including a schedule of when the practices will be implemented. Site plans shall show that existing vegetation is preserved where possible and that disturbed portions of the site are stabilized. Use of impervious surfaces for stabilization will be avoided. SWPPPs shall be in accordance with the Project Risk Level requirements of the *State Water Resources Control Board Order No. 2009-0009-DWQ as amended (Construction General Permit), National Pollutant Discharge Elimination System (NPDES) No. CAS000002*.
- C. In preparing the SWPPP, the Consultant shall perform the following:
 - 1) Determine the Risk Level of the project.
 - 2) Evaluate existing data regarding soil and runoff quality.

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- 3) Develop plans to disturb the smallest area possible and avoid sensitive areas.
- 4) List potential pollution sources in construction areas.
- 5) List all soil-disturbing activities.
- 6) Prepare a pollution prevention site map that delineates surface waters, steep slopes, areas of soil disturbance, and post construction storm water discharge locations.
- 7) Prepare preliminary plan sheets outlining locations and elements of pollution prevention.
- 8) Select BMPs for the site that are compliant with the California Stormwater Quality Association's Construction Best Management Practices Handbook to be located on the preliminary plan sheets.

Task 6A - Deliverables

1. Responses to Comments.
2. Design analyses and calculations and other reports (Calculations electronic and in one loose-leaf binder).
3. Draft 90% PS&E.
4. Applicable mitigation requirements to be included in the Draft CCFMMP 90% PS&E.
5. Design Review Workshop.
6. Independent check comments on 60% PS&E, including independent design and quantity calculations and comment resolution form.
7. Design Review Workshop draft and final minutes.
8. Draft SWPPPs for the CCFMMP.
9. Preliminary SWPPP Plan Sheets for the CCFMMP to be included in the Draft CCFMMP 90% PS&E.
10. Draft Operations and Maintenance Guidance Manual.
11. Design Review Workshop draft and final minutes.
12. Draft Bid Items & Supporting Technical Memorandum.
13. 90% Plans, Specifications, and AACE Class 2 Construction Cost Estimate (Draft and Final).
14. Agenda and 90% Design Comment Resolution Document (Draft and Final).
15. Updated Basis of Design Report (Draft and Draft Final).

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16. Design Criteria Technical Memoranda, and all supporting analyses and calculations, as identified in this Scope of Services (Draft and Final).
17. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final).
18. 90% Construction Sequencing Plan and Specification (Draft and Final).
19. Draft CCFMMP Operations and Maintenance Guidance Manual.

Task 6B - Deliverables

1. Responses to Comments.
2. Design analyses and calculations and other reports (Calculations electronic and in one loose-leaf binder).
3. Draft 90% PS&E.
4. Applicable mitigation requirements to be included in the Draft CCFMMP 90% PS&E.
5. Design Review Workshop.
6. Independent check comments on 60% PS&E, including independent design and quantity calculations and comment resolution form.
7. Design Review Workshop draft and final minutes.
8. Draft SWPPPs for the CCFPP.
9. Preliminary SWPPP Plan Sheets for the CCFMMP to be included in the Draft CCFMMP 90% PS&E.
10. Draft Operations and Maintenance Guidance Manual.
11. Design Review Workshop draft and final minutes.
12. Draft Bid Items & Supporting Technical Memorandum.
13. 90% Plans, Specifications, and AACE Class 2 Construction Cost Estimate (Preliminary and Final).
14. Agenda and 90% Design Comment Resolution Document (Draft and Final).
15. Updated Basis of Design Report (Draft and Draft Final).
16. Design Criteria Technical Memoranda, and all supporting analyses and calculations, as identified in this Scope of Services (Draft and Final).
17. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final).
18. 90% Construction Sequencing Plan and Specification (Draft and Final).

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19. Draft CCFPP Operations and Maintenance Guidance Manual.

Task 6 - Assumptions

1. Survey support will be provided as needed.
2. For budgetary purposes, the level of effort for design documentation was developed based on an estimated sheet count for each design phase deliverable and an assumed number of hours per sheet to prepare the design documents for each phase of design. Consultant will advise Valley Water at the monthly meetings if the level of effort estimates are commensurate with the budgetary assumptions. See Table 7-1 Summary of Estimated Sheet Count for Projects A and B, which provides a summary of the estimated sheet count for Projects A and B.

TASK 7 - FINAL DESIGN DOCUMENT PREPARATION

The 100% Design Set shall be a fully completed, signed, and sealed set of Plans, Specifications and Cost Estimate that is ready for construction bidding. The 90% design set will be revised, as necessary, to address any remaining permitting agency comments.

7A - Final Design Document Preparation for CCFMMP

7B - Final Design Document Preparation for CCFPP

7.1 100% Plans, Specifications, Cost Estimate and Engineering Documents

- 7.1.1 Consultant shall prepare and submit 100% Design and Contract Documents for Valley Water review, including:
 - A. 100% Plans and Specifications that address 90% submittal comments and design modifications or clarifications, as required, prepare responses, and coordinate design with all agencies. This submittal represents complete checked plans and submittal of the original drawings, ready for bidding, with incorporation of changes as required from the 90% PS&E review. Perform independent quality control review for constructability. Submit original tracings and AutoCAD electronic files to Valley Water. Submit project specifications in Microsoft Word format. Provide independent check on any revisions to the PS&E made since the previous independent check.
 - B. Consultant shall prepare Project Status Report, which will include a list of Project contacts, memos to the Resident Engineer, quantity calculations for use in releasing progress payments, utility agreements, permits, right-of-way contracts, and copies of relevant report.
 - C. Consultant shall prepare Surveyor's File including slope staking data, rough grading data, finish grading data, and bridge construction control data. Prepare cutsheets as required. Include control line traverses and ties to right-of-way lines.
 - D. Consultant shall prepare permit applications for the City of San José and/or the County of Santa Clara and/or as necessary for construction permits (local construction permits).

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- E. Consultant shall prepare a draft Notice of Intent (NOI) in accordance with the State Water Resources Control Board's General Permit to Discharge Storm Water Associated with Construction Activity, Water Quality Order 2009-0009-DWQ, as amended by 2010-0014-DWQ and 2012-0006-DWQ.

7.1.2 100% Class 2 Engineer's Estimate as defined by AACE.

7.1.3 The Final Basis of Design Report with all revisions incorporated.

7.1.4 All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.

7.1.5 100% Design Comments Resolution Form.

7.2 Bid Set

Prepare and submit Bid Set.

7.2.1 Consultant shall prepare final plans and specifications (signed and stamped by responsible engineers and managers), Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues. Bid set shall include final digital AutoCAD plans, a pdf set, and hard copy (mylar), all signed and stamped by responsible engineers and managers. The mylars shall be populated with Records Document Numbers to be provided by Valley Water.

7.3 Design-to-Construction Phase Transition Report

Consultant shall prepare a Design-to-Construction Phase Transition Report.

Task 7A - Deliverables

1. 100% Plans, Specifications, AACE Class 2 Cost Estimate and Engineering Documents.
2. AutoCAD (.dwg) files for plans.
3. Permit applications and permits.
4. Microsoft Word file of project specifications.
5. Project Status Report.
6. Surveyor's File including slope staking data, rough grading data, finish grading data, and bridge construction control data.
7. Final review comments with responses.
8. Draft NOI.

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9. Independent check comments on revisions to 90% PS&E, including independent design and quantity calculations and comment resolution form.
10. Final calculations package for design and cost estimate, stamped and signed.
11. Final Technical Report and other reports including stamped structural, hydraulic and geometric quantity take-off calculations.
12. Bid Set that includes Final Plans and Specifications (signed and stamped), including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other bid documents.
13. Design-to-Construction Phase Transition Report (Draft, Draft Final and Final).
14. Final Basis of Design Report, including Engineering Analysis and Calculations.
15. 100% Comment Resolution Document.
16. Local construction permit applications.

Task 7B - Deliverables

1. 100% Plans, Specifications, AACE Class 2 Cost Estimate and Engineering Documents.
2. AutoCAD (.dwg) files for plans.
3. Permit applications and permits.
4. Microsoft Word file of project specifications.
5. Project Status Report.
6. Surveyor's File including slope staking data, rough grading data, finish grading data, and bridge construction control data.
7. Final review comments with responses.
8. Draft NOI.
9. Independent check comments on revisions to 90% PS&E, including independent design and quantity calculations and comment resolution form.
10. Final calculations package for design and cost estimate, stamped and signed.
11. Final Technical Report and other reports including stamped structural, hydraulic and geometric quantity take-off calculations.
12. Bid Set that includes Final Plans and Specifications (signed and stamped), including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to

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Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other bid documents.

13. Design-to-Construction Phase Transition Report (Draft, Draft Final and Final).
14. Final Basis of Design Report, including Engineering Analysis and Calculations.
15. 100% Comment Resolution Document.
16. Local construction permit applications.

Task 7 - Assumptions

1. Drawings and documents for approval shall be marked as Preliminary until approved by Valley Water.
2. For budgetary purposes, the level of effort for design documentation was developed based on an estimated sheet count for each design phase deliverable and an assumed number of hours per sheet to prepare the design documents for each phase of design. Consultant will advise Valley Water at the monthly meetings if the level of effort estimates are commensurate with the budgetary assumptions. See Table 7-1 Summary of Estimated Sheet Count for Projects A and B, which provides a summary of the estimated sheet count for Projects A and B.
3. Table 7-1 provides a summary of the estimated sheet count for Projects A and B.

**TABLE 7-1
Summary of Estimated Sheet Count for Projects A and B**

Drawing Sheet Description	Sheet Count Project A	Sheet Count Project B
Cover/Title Sheet	1	1
Index Map and Sheet	1	1
General Notes, Abbreviations and Legend sheets	1	1
General site plan sheet	1	1
Drawing index sheet	1	1
Survey control points and table	1	2
Plan and Profile sheets Geotechnical	13	18
Plan and Profile sheets Structural	25	30
Plan and Profile sheets Civil	13	18
Cross sections	11	18
Typical Sections	2	6
Demolition	3	1
Traffic Control Plans	3	4

SCHEDULE D SCOPE OF SERVICES

Drawing Sheet Description	Sheet Count Project A	Sheet Count Project B
Contractor layout, staging, access, and work areas	2	3
Landscape, Tree Demolition, Revegetation Plans and Details	15	20
Irrigation Plans and Details	15	20
Valley Water existing fee and permanent easement and TCEs	8	9
Additional TCEs required to construct the Project	2	3
Other drawings needed for 100% submittal	7	8
Total:	125	165

TASK 8 - BID AND AWARD SERVICES

8A - Engineering Support during Bidding for the CCFMMP

8B - Engineering Support during Bidding for the CCFPP

Upon Valley Water's request, Consultant shall assist during the Project bidding process as described below.

8.1 Bidder's Questions

Responding to bidders' questions pertaining to the Bid Set within two business days of receipt of Valley Water's written request. Consultant will maintain a log of bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.

8.2 Pre-Bid Meeting

Attending the pre-bid conference, including a site visit, and assisting with preparation of documents to be distributed at the conference.

8.3 Addenda

Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:

- 8.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.
- 8.3.2 Consultant shall sign and stamp changes to the drawings and provide within five (5) business days of the written request from Valley Water.
- 8.3.3 During preparation of each addendum, Consultant shall determine any construction schedule and cost impact of the addendum and submit to Valley Water for consideration prior to finalizing addendum.

SCHEDULE D SCOPE OF SERVICES

8.4 Conformed Contract Documents

Preparing a Conformed Set of construction Contract Documents after construction bids are received for use during construction.

Task 8 - Assumptions

1. Valley Water will receive all bidders' questions, convey those questions related to Consultant's work to Consultant, and disseminate the responses to bidders.
2. Valley Water will be responsible for generating pre-bid conference notes and disseminating the notes to bidders.
3. Valley Water will be responsible for reproducing and distributing bid documents and addenda documents.

Task 8A - Deliverables

1. Written responses to bidders' questions and associated log.
2. Attendance at pre-bid conference including site visit and preparation of minutes.
3. Assist Valley Water in preparing addenda.
4. Electronic versions of stamped and signed conformed set of Contract Documents.
5. Stamped and electronic- or wet-signed conformed set of construction contract (electronic and hard copy) for use during project construction.

Task 8B - Deliverables

1. Written responses to bidders' questions and associated log.
2. Attend pre-bid conference including site visit and preparation of minutes.
3. Assist Valley Water in preparing addenda.
4. Electronic versions of stamped and signed conformed set of contract documents.
5. Stamped and electronic- or wet-signed conformed set of contract documents (electronic and hard copy) for use during project construction.

TASK 9 - 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.

SCHEDULE D SCOPE OF SERVICES

9.1 Specific examples include the following:

9.1.1 Services for the Native Landscaping Restoration for Acquired Residential Parcels

9.1.1A - Services for the Native Landscaping Restoration for Acquired Residential Parcels within the CCFMMP

9.1.1B - Services for the Native Landscaping Restoration for Acquired Residential Parcels within the CCFPP

A. Consultant shall develop and provide Landscaping Plans, Specifications, and Cost Estimates which shall be incorporated into Task 5 - 60 Percent Design Document Preparation, Task 6 - 90 Percent Design Document Preparation, and Task 7 - Final Design Document Preparation. The properties are within the CCFMMP for Task 9.1.1A and within the CCFPP for Task 9.1.1B. Tasks shall include, but not be limited to:

- 1) Restoration of natural conditions for properties acquired by Valley Water (including seeding and planting, demolition, during and post-project erosion control, bank restoration of restored property);
- 2) Irrigation system required for establishment; and
- 3) Site specific Establishment Maintenance for 3 years.
- 4) The restoration PS&E will include, at a minimum, planting and seeding plans, legends and details; irrigation plans, legends, flow rate and pipe sizing calculations and details; cross-sections of typical soil profiles and proposed topography indicating pervious and impervious soil layers, slopes, berms and their dimensions based on engineering grading plans.

B. Tasks 9.1.1A and 9.1.1B shall be performed by a qualified, licensed landscape architect or architecture firm. The following qualifications are the minimum required qualifications that shall be met:

- 1) The Consultant or Consultant's employees shall have at least 10 years of experience in native habitat restoration planning and design.
- 2) The Contractor or Contractor's employees shall have the following certifications, licenses or affiliations: Licensed Landscape Architect.
- 3) The Contractor shall possess knowledge of regulations and codes regarding in-water riparian Projects and shall be familiar with local conditions relating to riparian, wetland, and upland vegetation in Santa Clara County.
- 4) Note that these qualifications may be subject to approval by permitting resource agencies.

C. Consultant shall:

SCHEDULE D SCOPE OF SERVICES

- 1) Develop the soil specifications (texture, nutrients, compaction, etc.) for project areas where restoration/planting will occur.
- 2) Coordinate design with Valley Water biologists and environmental planner, including meetings and updates as necessary.
- 3) Develop the 60%, 90%, and 100% PS&Es for the agreed-upon approach.
- 4) Participate in a series of three (3) meetings with residents, stakeholders, City of San José and Valley Water to arrive at an agreed-upon approach for landscape designs in restored areas
- 5) Prepare a Mitigation Monitoring and Reporting Program for this project element. Required format is a matrix showing impacts, mitigation measures, timing, status and document references.
- 6) Coordinate with the Valley Water Environmental Planning Consultant.
- 7) Identify all applicable mitigation requirements in the CEQA compliance documents, and Environmental Permits, as they relate to native riparian landscaping, habitat restoration and mitigation and incorporate the requirements into the design documents.
- 8) In developing the native landscape restoration design, consider the project site conditions such as geotechnical and soil conditions, existing vegetation, hydrology, climatic conditions, slope aspects, project needs and ecological functions, etc.
- 9) Mitigation design must focus on restoration of ecological processes and functions on the banks of Coyote Creek by placing native, locally sourced native plants, pole cuttings and seed in the most appropriate microhabitats of each of the restoration sites, allowing them to thrive and expediently provide key riparian functions essential for compliance with natural resource agencies' imposed performance standards such as vegetation cover, shaded riverine habitat, erosion protection, bank stabilization, nutrient cycling and production, habitat creation, water retention and many others.
- 10) Follow the Standard Assessment Methodology (SAM) criteria for re-establishment, rehabilitation and enhancement of anadromous fish riverine and riparian habitats.
- 11) Prepare a detailed landscape construction schedule aligned with the overall project construction schedule.

Task 9.1.1A - Deliverables

1. Statement of Qualifications for Landscape Architect.
2. Agendas, minutes, and presentation materials for all meetings with residents, stakeholders, City of San José; in-person, by video conference, or by teleconference.
3. 60%, 90%; and 100% Landscaping PS&E incorporated into Consultant's Task 5A

SCHEDULE D SCOPE OF SERVICES

- 60 Percent Design Document Preparation for CCFMMP, Task 6A - 90 Percent Design Document Preparation for CCFMMP and Task 7A - Final Design Document Preparation for CCFMMP submittals.

Task 9.1.1B - Deliverables

1. Statement of Qualifications for Landscape Architect.
2. Agendas, minutes, and presentation materials for all meetings with residents, stakeholders, City of San José; in-person, by video conference, or by teleconference.
3. 60%, 90%, and 100% Landscaping PS&E incorporated into Consultant's Task 5B
- 60 Percent Design Document Preparation for CCFPP, Task 6B - 90 Percent Design Document Preparation for CCFPP and Task 7B - Final Design Document Preparation for CCFPP submittals.

9.1.2 Services for Designs to Elevate Residential Structures

9.1.2A - Services for Designs to Elevate Residential Structures within the CCFMMP

9.1.2B - Services for Designs to Elevate Residential Structures within the CCFPP

A. Services shall be those of Task 5 - 60 Percent Design Document Preparation, Task 6 - 90 Percent Design Document Preparation, and Task 7 - Final Design Document Preparation that pertain to this task, including the submittals of 60%, 90%, and 100% PS&E for elevating incorporated into the submittals in those Articles. Before beginning any design, Consultant shall determine the feasibility of elevating any structure specified by Valley Water and provide a feasibility report. Task 9.1.2A is for properties that are within the CCFMMP. Task 9.1.2B is for properties that are within the CCFPP.

- 1) The design shall elevate the lowest floor of the structure to the 20-year recurrence elevation plus one foot of freeboard.
- 2) Designs shall be consistent with FEMA Publication P-259, Engineering Principles and Practices for Retrofitting Flood-Prone Residential Structures, 2012 (Attachment Four to Schedule D, Reference Materials) or subsequent, with FEMA floodplain requirements, and with the National Flood Insurance Program (NFIP);
- 3) Designer shall be knowledgeable in the programs and documents cited above;
- 4) Consultant shall identify and acquire any and all permits and certifications for the design and construction of the elevating from the City of San José, the Historic Preservation Commission, and other permit issuing entity; and
- 5) Elevation plan designer shall be a licensed architect or engineer with no less than 5 years' experience in the design and construction of residential house elevating for the purposes of flood protection.

B. Design shall reflect the following considerations at a minimum:

SCHEDULE D SCOPE OF SERVICES

- 1) Adjoining properties
- 2) Site elevation and topography
- 3) Parcel configuration and access
- 4) Building footprint and orientation
- 5) Parking and circulation
- 6) Landscape elements
- 7) Neighborhood context, including neighbor privacy and impacts
- 8) Elevation alternatives
- 9) Historic building types
- 10) Composition and scale
- 11) Stairs/Access
- 12) Fences and walls
- 13) Entrances, porches, and balconies
- 14) Foundation design guidelines
- 15) National Flood Insurance Program
- 16) Elevation requirements
- 17) Flood zones
- 18) Elevation aesthetics
- 19) Architectural considerations
- 20) Foundation screening systems
- 21) Building Codes and Code Upgrades
- 22) Permit requirements

C. Consultant shall:

- 1) Designer shall participate in three (3) public meetings.
- 2) Develop a systematic method of raising the homes to achieve flood protection while designing aesthetically pleasing individual properties for five properties in Project A and one property in Project B.
- 3) Establish base-line information and code requirements to apply to each property, verify feasibility of raising the home, design a proper exterior appearance, and develop the PS&E to support the permitting and eventual construction of the Projects. Historic building issues will be identified early on, so as to segment the design and review processes for historic vs. non-historic properties.
- 4) Coordinate site visits to each property with Valley Water and homeowners.
- 5) Assume for all homes that are to be raised, building permit submittals will be batched for same day submission, including for properties of limited slab on grade,
- 6) Include plans, specifications and engineer's estimate for all work necessary for elevating structures, including, but not be limited to, mechanical, electrical, and plumbing engineering services.
- 7) Assume Valley Water to provide historic determinations for all properties. If Consultant is required to perform historic resource evaluation, the cost is estimated to be \$4,500 each.

SCHEDULE D SCOPE OF SERVICES

- 8) Prepare, for the purposes of City of San José building and other permits, individual plan sets for all properties consisting of plans and documents to comply with City of San José Plan Review Submittal Package, including cover sheet, plot plan, grading and drainage plans, landscaping plan, architectural plans, structural plans, detail sheet, and plumbing, mechanical, and electrical plans. See the Submittal package at <https://www.sanjoseca.gov/home/showpublisheddocument?id=25959>.

Task 9.1.2A - Deliverables

1. Statement of Qualifications for Designer.
2. Feasibility Report(s) for each structure specified by Valley Water.
3. Agendas, Minutes, and presentation materials for all meetings with residents, stakeholders, City of San José; in-person, by video conference, or by teleconference.
4. 60%, 90%, and 100% PS&E incorporated into Consultant's Task 5A - 60 Percent Design Document Preparation for CCFMMP, Task 6A - 90 Percent Design Document Preparation for CCFMMP and Task 7A - Final Design Document Preparation for CCFMMP submittals.
5. Perform historic resource evaluation, if necessary.

Task 9.1.2B - Deliverables

1. Statement of Qualifications for Designer
2. Feasibility Report(s) for each structure specified by Valley Water
3. Agendas, Minutes, and presentation materials for all meetings with residents, stakeholders, City of San José; in-person, by video conference, or by teleconference
4. 60%, 90%, and 100% PS&E incorporated into Consultant's Task 5B - 60 Percent Design Document Preparation for CCFPP, Task 6B - 90 Percent Design Document Preparation for CCFPP and Task 7B - Final Design Document Preparation for CCFPP submittals

9.1.3 Costs and Feasibility for Design and Construction to Elevate A Specific Residential Structure to NFIP Requirements to Remove the Structure from the 100-Year Floodplain

9.1.3A - Costs and Feasibility to Elevate a Structure to NFIP Requirements within the CCFMMP

9.1.3B - Costs and Feasibility to Elevate a Structure to NFIP Requirements within the CCFPP

Some residents may wish to elevate their residences in order to comply with NFIP requirements to remove the structure from the floodplain, including 1 foot of freeboard above the base flood elevation. Consultant shall provide costs for the extra design effort and construction beyond the cost for elevating to the 20-year water elevation. Costs shall be those increases that will be required if a property owner wishes to elevate to the 100-year from the 20-year elevation. Consultant shall determine the feasibility of

SCHEDULE D SCOPE OF SERVICES

constructing the additional elevation. Valley Water will identify the properties to be considered. Task 9.1.3A is for properties within the CCFMMP. Task 9.1.3B is for properties within the CCFPP.

Consultant shall:

- A. Evaluate the feasibility and cost of increasing the elevation of property to the 100-year elevation.
- B. Prepare feasibility report documenting findings based on design efforts for structural engineering and architectural design as well as their estimated cost.

Task 9.1.3A - Deliverables

Additional design and construction costs and feasibility for increasing elevation for each property identified.

Task 9.1.3B - Deliverables

Additional design and construction costs and feasibility for increasing elevation for each property identified.

9.1.4 Phase II HSLA

9.1.4.1 Phase II HSLA Work Plan

Prepare a Draft and Valley Water-approved Final Phase II HSLA Work Plan and coordinate with District staff in obtaining applicable regulatory agency approvals.

9.1.4.2 Potential Sources of Contamination

Confirm potential sources of on-site or off-site surface or subsurface contamination or on-site and off-site releases, or substantial threats of such releases, of hazardous substances or of any pollutants or contaminants which may adversely impact the environment or public health or welfare, or possible future District use of the Property. Assume 18 properties would require Phase II assessment for Project A, and 23 properties for Project B.

9.1.4.3 Drilling and Sampling

Characterize subsurface contamination by drilling shallow or deep soil borings, and by installing ground water wells, and sampling the contamination resulting from the on-site and off-site releases, or substantial threats of such releases, of hazardous substances or of any pollutants or contaminants which may adversely impact the environment or public health or welfare, or possible future District use of the Property. Manage storage, testing, transportation, and disposal of Investigative-Derived-Waste generated from soil borings and ground water monitoring wells.

9.1.4.4 Evaluate Environmental Condition, Potential Liabilities and Impacts on Use of Property

Evaluate the data collected and provide professional opinions on the environmental

SCHEDULE D SCOPE OF SERVICES

condition, the potential liabilities, and the potential impacts to Valley Water's possible use of the Property, being as specific and comprehensive as the available data allows.

9.1.4.5 Recommendations for Remediation or Risk Assessment

Evaluate the data collected and provide professional opinions on the need for and recommendations for the scope of site remediation or risk assessment.

9.1.4.6 Additional Environmental Site Assessment

Evaluate the data collected and provide professional opinions on the need for and justification for recommendations for the scope of any recommended additional environmental site assessment and site remediation or risk assessment and estimated costs thereof.

9.1.4.7 Phase II HSLA Report

Submit a draft Phase II HSLA Report including but not limited to the aforementioned, documenting the findings, conclusions, and recommendations from the Phase II HSLA. Submit a final Phase II HSLA Report addressing Valley Water comments on the Draft Phase II HSLA Report.

Task 9.1.4 - Deliverables

1. Draft Phase II HSLA Work Plan (electronic) for Valley Water review
2. Final Phase II HSLA Work Plan (electronic) addressing Valley Water comments on the Draft Phase II HSLA Work Plan
3. Draft Phase II HSLA Report (electronic) for Valley Water review
4. Final Phase II HSLA Report (electronic) addressing Valley Water comments on the Draft Phase II HSLA

9.2 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 8 as Task 9 Supplemental Services, to include, but not be limited to:

9.2.1 Additional meetings;

9.2.2 Additional time allotted for meetings;

9.2.3 Additional status/progress reports;

9.2.4 Additional phone conference calls;

9.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and

SCHEDULE D SCOPE OF SERVICES

9.2.6 Additional public outreach visual materials.

7. Attachments

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

Attachment One to Schedule D - Fees and Payments

Attachment Two to Schedule D - Schedule of Completion

Attachment Three to Schedule D - Consultant's Key Staff and Subconsultants

Attachment Four to Schedule D - Reference Materials

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**SCHEDULE D
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 **\$9,985,313.24** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by 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.

COST BREAKDOWN

Task	Description	Project A	Project B	Not-to-Exceed Fees
1	Project Management	\$339,839.50	\$339,839.50	\$679,679.00
2	Data Collection and Investigations	\$965,679.93	\$1,274,337.09	\$2,240,017.02
3	Basis for Design	\$127,752.06	\$25,889.92	\$153,641.98
4	30 Percent Design Document Preparation	\$511,769.74	\$460,007.93	\$971,777.67
5	60 Percent Design Document Preparation	\$881,495.81	\$1,007,064.01	\$1,888,559.82
6	90 Percent Design Document Preparation	\$611,249.52	\$696,496.23	\$1,307,745.75
7	Final Design Document Preparation	\$403,316.80	\$444,129.35	\$847,446.15
8	Bid and Award Services	\$111,578.02	\$111,578.02	\$223,156.04
9	Supplemental Services	\$1,106,302.60	\$566,987.21	\$1,673,289.81
Total Not-to-Exceed Fees:		\$5,058,983.97	\$4,926,329.25	\$9,985,313.24

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:

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,

**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

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 plus 0% 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.
2. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. 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. 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 economy model, unless prior approval has been obtained from Valley Water Project Manager 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 the District Project Manager as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

D. Prevailing Wage Requirements

1. The Scope of Services described in Tasks 2 through 8 is 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 D
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: AECOM	
Principal	\$305.00
Project Manager	\$280.00
Senior Manager	\$260.00
Senior Project Engineer/Scientist	\$224.91
Project Engineer/Scientist	\$184.54
Senior Engineer/Scientist	\$155.70
Staff Engineer/ Scientist	\$118.22
Sr. GIS/CADD/ Graphic	\$167.24
GIS/CADD/ Graphic	\$129.75
Editor	\$144.17
Contract Administrator	\$138.40
Administrative Assistant/Typist	\$100.92

CLASSIFICATION	HOURLY/ UNIT RATE
Subconsultant: Kleinfelder, Inc.	
Senior Principal Professional	\$286.40
Program Manager	\$262.11
Principal Professional	\$245.03
Project Manager III	\$247.64
Project Manager I	\$153.11
Project Professional	\$153.11
Staff Professional II	\$130.09
Staff Professional I	\$118.80
Senior CADD Designer	\$130.09
Staff Professional I, II- Prevailing Wage RT	\$165.97
Staff Professional I, II- Prevailing Wage OT	\$220.41
Subconsultant: Ruggeri-Jensen-Azar	
Principal	\$305.00
Survey Project Manager	\$230.00
Project Surveyor	\$171.10
Field Survey Manager	\$132.44
2-Person Survey Crew (RJA)	\$248.06
3-Person Survey Crew (RJA)	\$363.69

**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	HOURLY/ UNIT RATE
Subconsultant: Cal Engineering and Geology	
Sr. Principal Engineer/Geologist	\$277.00
Principal Engineer/Geologist	\$208.00
Associate Engineer/Geologist	\$169.00
Senior Engineer/Geologist	\$138.00
Project Engineer/Geologist	\$120.00
Staff Engineer/Geologist	\$ 95.00
Senior GIS/CADD Specialist	\$106.00
Project Assistant	\$ 86.00
Subconsultant: Horizon Water and Environment	
Principal	\$235.13
Subconsultant: MGE	
Supervising Structural Engineer	\$255.00
Senior Structural Engineer	\$231.11
Senior Engineer	\$190.00
CADD	\$136.00
Administrative Assistant	\$91.00
Subconsultant: M Lee Corporation	
Chief Estimator	\$255.60
Lead Estimator	\$222.97
Senior Estimator	\$198.50
Cost Estimator	\$135.96
Subconsultant: Garavaglia Architecture	
Principal	\$205.21
Sr. Project Manager	\$134.08
Sr. Architectural Historian	\$284.13
Architectural Conservator	\$113.84
Job Captain/Senior Drafter	\$ 94.74
Architectural Historian	\$ 63.14
Subconsultant: Duquette Engineering	
Principal	\$252.00
Project Engineer	\$175.00
Staff Engineer	\$141.00
CAD/Engineering Assistant	\$122.00
Administrative Assistant	\$102.00

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**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	HOURLY/ UNIT RATE
Subconsultant: Bess Test Labs	
Operator	\$125.69
Laborer	\$ 91.55
Subconsultant: EROCK Associates LLCs	
Engineer	\$184.00
Operator	\$135.00
Staff	\$121.00
SUBCONTRACTORS / DRILLERS	
Classification	Unit Rate
Subcontractor: Bay Area Traffic Solutions, Inc. (BATS)	
Traffic Control, 2 man 8-hour weekday rate	\$1,590.00/day
Traffic Control, Time Exceeding 8-hour, per traffic tech	\$135/hour
Engineer Stamped Traffic Control Plans (3-4 Business day turnaround), up to 3 sheets	\$500/each
Subcontractor: BESS Testlab, Inc.	
1-Person Traffic Control w/Arrow Truck	\$1,840/per day
Clearance of Bore Locations	\$150/each
Subcontractor: CERCO Analytical	
Quality Assurance Reports	\$10/per report
Reproduction	\$0.25/each
ASTM Corrosivity Test Methods (with Brief Evaluation) - Redox, pH, sulfate, resistivity (100% saturation) & chloride	\$250/each

CLASSIFICATION	UNIT RATE
Subcontractor: Exploration Geoservices	
8-hour day, 3 man crew, prevailing wage	\$455/hour
Overtime, 3 man crew, prevailing wage	\$692/hour
Grout	\$7/foot
Visqueen Roll	\$\$100/roll
Mud Trailer	\$85/day
Travel, 3-man crew, OT	\$363/hour
Spoils Drums	\$93/each
Drum Offhaul and Disposal	\$190/each
Drum (Composite) Analytical Testing	\$405/each
Support Truck	\$140/day

**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	UNIT RATE
Subcontractor: McCampbell Analytical	
Multi-Range TPH	\$67/each
SW6020 (CAM17)	\$123/each
SW8260B (VOCs)	\$100/each
Sample Disposal Fee	\$2/each
Subcontractor: Taber Drilling (CPTs)	
Mobilization	\$1,200/each
Travel, Weekend	\$950/each
CPT Truck, 2-man crew	\$325/hour
Per Diem, 2-man crew	\$400/day
Travel, Weekday	\$200/hour
Cement	\$8/bag
Subcontractor: Pitcher Drilling, Inc.	
Mob/demob Truck drill, support truck & Liftgate truck	\$1,400/each
Mob/demob Track drill & Liftgate truck	\$1,800/each
Mob/demob Track support carrier (Morooka)	\$600/each
HSA/SolidFlitAugur/MR Truck drill, 36 borings, 9 hr. shifts	\$4,200/day
Truck drill, install 8-2" Standpipe Piezometers to 45'	\$4,200/day
HSA/MR Track Drill, 18 borings, 9 hrs. shifts	\$4,600/day
Track Drill, install 4-2" Standpipe Piezometers to 45'	\$4,600/day
OPTION Track Support Vehicle (Morooka)	\$500/day
Drilling Additives	\$3/hour
Portland cement grout (MR or HSA borings)	\$5/foot
Standpipe Piezometers Materials	\$14/foot
Monitoring Well Box Installations (Heavy duty)	\$350/each
55 gallon drums	\$65/each
2.5" Liners & caps	\$8/each
Shelby Tubes & Caps	\$45/each
Additional Field Technician	\$1,150/day
Liftgate Truck Rental	\$400/each
OT Truck drill (2 man crew)	\$580/hour
OT Track drill (2 man crew)	\$620/hour
OT Additional technician	\$180/hour
Drill Spoils Analysis and Profiling Fee	\$1,200/each
Drill spoils Transport	\$1,400/each
Drill Spoils Disposal	\$149/each
Taxes on Materials (9%)	9% total

**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION	UNIT RATE
Integrated Waste Management	
Drill Spoils Analysis and Profiling Fee	\$1,200/each
Drill spoils Transport	\$1,400/each
Drill Spoils Disposal	\$149/each

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**SCHEDULE D
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 **June 30, 2023**, 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

Task	Description	Project A *Duration From Notice to Proceed (months)	Project B *Duration From Notice to Proceed (months)
1	Project Management	20	30
2	Data Collection and Investigations	9	15
3	Basis for Design	4	10
4	30 Percent Design Document Preparation	4	10
5	60 Percent Design Document Preparation	8	16
6	90 Percent Design Document Preparation	10	20
7	Final Design Document Preparation	12	24
8	Bid and Award Services	14	26
9	Supplemental Services	20	30

*Above durations are estimates and will be updated as the Project progresses.

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

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

Team Member	Classification	Project Role	Contact Information (Address, Phone and Email)
Stephen Huang	Project Manager	Project Manager	4 N. Second Street, San Jose, CA 95113 Phone: 408-961-8419 Cell: 650-814-2682 Stephen.Huang@aecom.com
Theodore Feldsher	Principal	Principal-in-Charge	300 Lakeside Dr., Ste 400, Oakland, CA 94612 Phone: 510-874-3245 Theodore.Feldsher@aecom.com
Paul Boddie	Principal	Principal Technical Reviewer	4 N. Second Street, San Jose, CA 95113 Phone: 408-297-9585 Paul.Boddie@aecom.com
Michael Hughes	Senior Manager	Project B Lead	2020 L Street, Ste 400, Sacramento, CA 95811 Phone: 916-679-2260 Michael.Hughes02@aecom.com
Juan Sorensen	Senior Manager	Project A Lead	2020 L Street, Ste 400, Sacramento, CA 95811 Phone: 916-679-2012 Juan.Sorensen@aecom.com
Mourad Attalla	Principal	Floodwall and Levee Design Lead	300 Lakeside Dr., Ste 400, Oakland, CA 94612 Phone: 925-698-5411 Mourad.Attalla@aecom.com
Rekha Nanduri	Sr Project Engineer / Scientist	Civil Design Lead	2020 L Street, Ste 400, Sacramento, CA 95811 Phone: 916-679-2250 Rekha.Nanduri1@aecom.com
Anne-Marie Moore	Sr Project Engineer / Scientist	Data Collection & Investigation Lead	4 N. Second Street, San Jose, CA 95113 Phone: 408-297-9585 Anne-marie.Moore@aecom.com

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

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

Firm	Project Role	Contact Information (Address, Phone and Email)
Bess Test Labs, Inc.	Utility locator	Michael Bohorquez 2463 Tripaldi Way Hayward, CA 94545 510-432-8841 michael@besstestlab.com
Cal Engineering & Geology, Inc.	Geotechnical Investigation	Dan Peluso 785 Ygnacio Valley Rd., Walnut Creek, CA, 94596 925-433-5018 dpeluso@caleng.com
Duquette Engineering	Structural Engineer	Steven P Duquette 1171 Homestead Road, Suite 275, Santa Clara, CA 95050 408-615-9200 spd@duquette-eng.com
EROCK Associates, LLC	UAV	Eric Bennett 116 W. Main Street, Suite 6 Grass Valley, CA 95945 530-460-1848 eric@erockllc.com
Garavaglia Architecture, Inc.	House elevation architect	Michael Garavaglia 582 Market Street, Suite 1800, San Francisco, CA 94104 415-391-9633 mike@garavaglia.com
Horizon Water and Environment, LLC ¹	Environmental permitting compliance	Ken Schwarz 266 Grand Ave., Suite 210; Oakland CA 94610 510-986-1851 ken@horizonh2o.com
Kleinfelder, Inc	Geotechnical Investigation	Andrea Traum 380 N 1st St Suite A, San Jose, CA 95112 408-595-3275 atraum@kleinfelder.com
M Lee Corporation	Cost Estimating	Franklin Lee 601 Montgomery Street, Suite 2040, San Francisco, CA 94111 415-693-0236 flee@MLEECorp.com

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

Firm	Project Role	Contact Information (Address, Phone and Email)
MGE Engineering, Inc.	Structural Designer	Robert Sennett 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831 916-421-1000 rsennett@mgeeng.com
Ruggeri Jensen Azar	Survey	Scott Shortlidge 4690 Chabot Drive, Suite 200, Pleasanton, CA 94588 925-249-5010 sshortlidge@rja-gps.com
Bay Area Traffic Solutions (BATS) B.A.T.S.	Traffic Control	Tammy Ta A 44800 Industrial Drive, Fremont, CA 94538 510-657-2543 Ext 231 tta@gobats.net
CERCO Analytical, Inc.	Analytical Testing	Darlene Langford 1100 Willow Pass Court, Suite A, Concord, CA 94520-1006 925-462-2771 darlene@cercoanalytical.com
JDH Corrosion Consultants, Inc.	Corrosion Testing	J. Darby Howard 1100 Willow Pass Court, Concord, CA 94520 925 927-6630, ext. 120 dhoward@jdhcorrosion.com
McCampbell Analytical	Analytical Testing	Beverlyn Madrigal 1534 Willow Pass Road, Pittsburg, CA 94565 925-252-9262 Beverlyn.Madrigal@mccampbell.com
Exploration Geoservices, Inc.	Drilling	John Collins, 1535 Industrial Avenue, San Jose, CA 95112 408-483-9026 john@explorationgeo.com
Gregg Drilling, LLC	Drilling and/or CPT	Tim Boyd 950 Howe Road, Martinez, CA 94553 925-708-2036 tboyd@greggdrilling.com

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

Firm	Project Role	Contact Information (Address, Phone and Email)
Pitcher Services, LLC	Drilling	Terry Shewchuk 218 Demeter Street, E. Palo Alto, CA 94303 650-328-8910 tshewchuk@pitcherservicesllc.com
Taber Drilling	Drilling and/or CPT	Brian Young 536 Galveston St., West Sac. CA 9569 530-304-3191 byoung@taberdrilling.com

NOTE:

1. Services to be performed by Horizon Water and Environment, LLC, listed as a subconsultant in Schedule D, Attachment Three, Consultant's Key Staff and Subconsultants, are subject to prior approval by VWPM.

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**SCHEDULE D
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 (Valley Water) Standards for GIS Products, April 2021 version
3	Location Maps, as of June 2020
4	Coyote Watershed Aesthetic Guidelines, December 23, 2000
5	Caltrans Information and Procedures Guide, June 2019
6	Caltrans Survey Manual, July 2018
7	Engineering Principles and Practices for Retrofitting Flood Prone Residential Structures (Third Edition), FEMA-259, January 2012
8	Preliminary Geotechnical Report by Kleinfelder, Inc. dated February 27, 2020 for the Coyote Creek Flood Protection Project Reaches 4 and 5, STA 3+33 to STA 145+50, San Jose, Santa Clara County, California, prepared for the Santa Clara Valley Water District
9	Final Notice of Exemption for the Federal Energy Regulatory Commission Order Compliance Project (FOCP), File Date: June 29, 2020
10	Best Management Practices Handbook, W-751-037, Santa Clara Valley Water District, September 25, 2014
11	Easement-Fee Maps, as of September 2020
12	Inundation and Breakout Maps, February 2017
13	TM FERC Flood Measures, June 24, 2020

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