



Santa Clara Valley Water District

CONFORMED COPY

File No.: 20-1186

Agenda Date: 1/5/2021
Item No.: 2.5.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve Agreement with COWI North America, Inc. for Construction Management Services for the Anderson Dam Tunnel Project, Project No. 91864005, for a Not-to-Exceed Fee of \$20,465,000 (Morgan Hill) (District 1) (Continued from December 8, 2020).

RECOMMENDATION:

Approve the Agreement with COWI North America, Inc., for Construction Management Services for the Anderson Dam Tunnel Project for a not-to-exceed fee of \$20,465,000.

SUMMARY:

Santa Clara Valley Water District (Valley Water) is undertaking the Anderson Dam Federal Energy Regulatory Commission Order Compliance Project (FOCP) as a result of the February 20, 2020 directive from the Federal Energy Regulatory Commission (FERC) to implement interim risk reduction measures at Anderson Dam. One of those measures is the Anderson Dam Tunnel Project (ADTP).

The ADTP will construct a diversion system to augment the existing outlet, which will consist of a diversion tunnel and outlet structure, a micro-tunnel lake tap, and modifications to Coyote Creek downstream of the project. The Project also includes reservoir bank and rim stability improvements and existing intake structure modification.

Staff recommends the board approve the recommended Agreement for Construction Management Services for the FOCP Anderson Dam Tunnel Project.

Consultant Scope of Services

The Agreement with Consultant COWI North America includes the necessary services for the firm to manage Project construction. A summary of the tasks and budget is presented in Table 1. The basic scope of services includes Project Management, Preconstruction Services, Construction Management, Quality Assurance & Quality Control (QA/QC), Safety Management, Training, Testing, Start-Up and Commissioning, Construction Inspections, Partnering, Claims and Disputes Management, Environmental Compliance Services, Acceptance and Closeout

The Supplemental Services task includes additional services, if necessary, to address required value engineering / risk reduction workshops facilitation, evaluation of alternative technical concepts or alternative construction approaches proposed by the contractor, providing expertise and assistance in the evaluation of rim stability solutions, participating in design modification analyses to accommodate changes to the FOCP, performing special studies and analyses on topics requested by Valley Water and providing resources to augment Valley Water staff for technical or management services in response to changed conditions or additional work scope, and other unforeseen issues. Prior to performing any Supplemental Services, the Consultant will be required to obtain written authorization from Valley Water's Deputy Operating Officer pursuant to an approved Task Order.

Table 1 - Summary of Tasks and Budget		
Task	Description	Not-to-Exceed Fees
1	Project Management	\$4,410,000
2	Preconstruction Services	\$180,000
3	Construction Management	\$3,340,000
4	Quality Assurance and Quality	\$660,000
5	Safety Management	\$1,180,000
6	Training, Testing, Start-Up, and	\$150,000
7	Construction Inspections	\$7,090,000
8	Partnering, Claims and Dispute	\$240,000
9	Environmental Compliance Ser	\$700,000
10	Acceptance and Closeout	\$200,000
11	Supplemental Services	\$2,315,000
Total Not-to-Exceed Fees		\$20,465,000

Consultant Selection Process

On July 22, 2020, a Request for Proposal (RFP) for Construction Management Services for the ADTP (Project) was published on Valley Water's Contract Administration System (CAS) internet portal. The RFP was sent to firms that are registered in CAS, under expertise code CM10 - Construction Management. An optional virtual pre-proposal meeting was held on July 29, 2020 and was attended by representatives of eleven large firms and about twenty-five subconsultants.

Valley Water received proposals from four consultant firms on September 2, 2020; COWI North America, Inc. (COWI), Mott MacDonald, Parsons Transportation Group (Parsons), Inc., and Stantec Consulting Services/Cordoba J.V., (Stantec). An Evaluation Committee (EC), consisting of four (4) subject matter experts, all from Valley Water, ranked the written proposals. Three (3) firms, COWI, Parsons, and Stantec, were invited to participate in the subsequent interviews. Based on the

combined (written and oral) rating scores, the EC recommended that staff undertake contract negotiations with COWI, the highest ranked firm.

On October 6, 2020, Valley Water staff-initiated contract negotiations with COWI North America. The negotiations have now been successfully completed. Staff recommends Board approval of the Agreement with COWI North America, for Construction Management Services for the Anderson Dam Tunnel Project, for a not-to-exceed fee of \$20,465,000.

FINANCIAL IMPACT:

The Agreement with COWI North America Inc. for Construction Management Services has a not-to-exceed fee of \$20,465,000. The Agreement term is for three (3) years. There are adequate funds in the Board-adopted FY2021 budget to encumber the anticipated Consultant effort (\$4 million) through the end of FY2021. Funds to cover the remaining Consultant services in FY2022 will be recommended by staff through the FY2022 budget process. The impact of this Consultant Agreement would be an increase to the total Project costs reflected in the Board adopted FY 2021-2025 Capital Improvement Program (CIP), the increase will be incorporated into the Draft FY 2022-2026 Five-Year CIP.

CEQA:

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

ATTACHMENTS:

Attachment 1: Agreement

UNCLASSIFIED MANAGER:

Christopher Hakes, 408-630-3796

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SCVWD ENACTED COPY
Contract Administration Unit
AGMT: A4418A FILE: 5135
STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)
Terms and Conditions Template
Rev. A [5/11/2020-06/30/2021]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water), and COWI NORTH AMERICA, INC., a Delaware corporation (Consultant), individually the Party or collectively the Parties.

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

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

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

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

2. Consultant Controlled Areas

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

3. Licensing

Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in 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.

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7. Consultant's Key Staff and Subconsultants

- A. Consultant's Key Staff and firms subcontracted by the Consultant (Subconsultants) assigned to perform the Services are identified in Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to 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.

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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 such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
 - 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) Other direct charges and expenses by Service task;
 - 4) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in 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.

1) The monthly progress report shall include:

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

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- 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;
 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.
- G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

Prior to Valley Water executing a Task Order for Services involving public works, as defined herein, 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.

4. Retention

Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by 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.

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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.

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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.

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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 Consultant Agreement Section Four Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three Task Order Template.

14. Good Neighbor

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

15. Governmental Permits and Notifications

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

16. Taxes and Benefits

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

17. Nonwaiver of Rights

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

18. 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

19. 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.

20. 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.

21. 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.

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

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

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

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____

Chair, Board of Directors

Date: _____

ATTEST:

Michele L. King, CMC

Clerk, Board of Directors

COWI NORTH AMERICA
Consultant

By: _____

Jack Gerwick, P.E.
Vice President, West Region

Date: _____

Consultant's Address:

555 12th Street, Suite 1700
Oakland, CA 94607

**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 the construction of the Anderson Dam Tunnel Project (ADTP) 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

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 30% 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 Operating Officer except as delegated to the Assistant Officer and the Unit Manager in the amounts specified in 4.C. and 4.D. below.
- C. Valley Water Assistant Officer is authorized to approve individual Task Orders in an amount not-to-exceed \$200,000.
- D. Valley Water Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$100,000.
- E. The total not-to-exceed amount for any one Task Order shall not exceed \$[NTE Amount]. [NOT USED]

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

A. Alternate Dispute Resolution

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

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

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

3. Negotiations Before and During Mediation

Negotiations to resolve disputes before and during mediation are initiated for settlement purposes only 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.

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**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- c. Proposals made or views expressed by the mediator; and
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

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.

**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].

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

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

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

In addition to certificates, Consultant must furnish Valley Water with copies of all original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by Valley Water before the Agreement is executed.**

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.

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

Certificates of Insurance

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

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

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5135**

IMPORTANT: The agreement or CAS number must be included.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

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

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

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5135**

IMPORTANT: The agreement or CAS number must be included.

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

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Required Coverages

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

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

General Liability insurance must include:

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

2. Business Auto Liability Insurance with coverage as indicated:

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

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

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

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

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

General Requirements

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

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

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

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water.
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 Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of Valley Water 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.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against Valley Water to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** Valley Water reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

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

Appendix IV ConsultantGL2AL2PL10_rev. 7.20.20 rev.12.17.20

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**SCHEDULE CM
SCOPE OF SERVICES**

1. Representatives

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

Bal Ganjoo (Valley Water Project Manager)
Senior Project Manager
Dam Safety Program & Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3117
Email: bganjoo@valleywater.org

Hemang Desai (Valley Water Unit Manager)
Dam Safety Program Manager
Dam Safety Program & Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (510) 432-9220
Email: hdesai@valleywater.org

Christopher Hakes (Division Deputy Operating Officer)
Dam Safety & Capital Delivery Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 604-5819
Email: dhakes@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.

Ron Drake, P.E. (Consultant Project Manager)
COWI North America, Inc.
Sr. Project Manager
555 12th Street, Suite 1700
Oakland, CA 94607

Phone: (805) 440-5777
Email: rndk@cowi.com

**SCHEDULE CM
SCOPE OF SERVICES**

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

Jack Gerwick, P.E. (Consultant Principal Officer)
COWI North America, Inc.
Vice President, West Region
555 12th Street, Suite 1700
Oakland, CA 94607

Phone: (510) 267-7172
Email: jckg@cowi.com

2. Scope of Services

- A. This Schedule CM, Scope of Services describes the professional construction management services to be performed by Consultant for Valley Water **Anderson Dam Tunnel Project (ADTP)** (refer to Section 4. Project Background below).
- B. The ADTP consists of construction of the following:
- 1) An underground tunnel in the right abutment at Anderson Dam to release and regulate water flows from the reservoir. This tunnel will later be used by the larger Anderson Dam Seismic Retrofit project (ADSRP) to facilitate full reservoir drawdown and will be converted into a larger diversion system to bypass flows during removal and replacement of the existing dam.
 - 2) A downstream diversion outlet control structure housing 132-inch diameter fixed cone valves connecting to concrete-enclosed dissipation chambers that discharge into a riprap-lined discharge channel leading into Coyote Creek.
 - 3) Coyote Creek channel and streambank modifications to re-open the northern Coyote Creek channel.
 - 4) Reservoir bank and rim stability improvements which may include a range of physical improvements to protect the reservoir rim from potential landslides due to initial reservoir drawdown and subsequent fluctuations of the reservoir level.
 - 5) Existing intake stabilization improvements to provide greater resistance to deformation due to seismic shaking, if determined to be needed.
 - 6) Concrete weirs, road work, utility relocation, traffic controls/detours, fencing, soil testing as required for off-site disposal, miscellaneous concrete work, other miscellaneous work, revegetation, and community outreach coordination.

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SCHEDULE CM SCOPE OF SERVICES

3. Project Objectives

A. The primary objectives of the ADTP include:

- 1) Allowing Valley Water a way to safely, reliably, and expeditiously draw down Anderson Reservoir to deadpool and maintain lower reservoir elevations to comply with the Federal Energy Regulatory Commission (FERC) Order; see Schedule CM, Attachment Four, Reference Materials;
- 2) Minimizing risks associated with exceeding the restricted reservoir level and undersized outlet structure by designing and constructing a new, low-level outlet tunnel (i.e., Anderson Dam Tunnel);
- 3) Prioritizing the interim downstream protection of residents and property by decreasing immediate potential risks related to fault rupture from the maximum credible earthquake on the Coyote Creek-Range Front Fault Zone and the number of days that the reservoir elevation exceeds the restricted reservoir level by operating the new Anderson Dam Tunnel; and
- 4) Minimizing the public health and safety and environmental impacts of reservoir draw down, Anderson Dam Tunnel construction, and operations necessary to maintain the reservoir at the FERC ordered elevation through the implementation of Avoidance and Minimization Measures (AMMs). This includes lessening potential adverse impacts on reservoir and dam bank stability, the existing outlet, reservoir and downstream aquatic resources, downstream flood risks, and water supply and groundwater recharge, including downstream subsidence that may result from reductions in recharge.

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 dams and surface water reservoirs, three water treatments plants, nearly 400 acres of groundwater recharge ponds and more than 275 miles of streams.
- B. One of Valley Water's most critical water supply facilities is the Anderson Dam/Reservoir, which is under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Division of Safety of Dams (DSOD) and must meet their dam safety design standards. FERC has jurisdiction over Anderson Dam safety measures and operations due to licensing a small hydroelectric facility on this reservoir.
- C. In 2011, Valley Water completed a seismic study of Anderson Dam, which indicated that material at the base and foundation of the dam embankment would weaken due to liquefaction in a 7.25 magnitude maximum credible earthquake (MCE) on the Calaveras Fault, located approximately 1.2 miles from the dam or a 6.6 Magnitude MCE on the Coyote Creek fault located directly under the dam. Such an event could significantly deform the dam embankment, risking an uncontrolled release from Anderson Reservoir. The 2011 study also indicated that an MCE could trigger fault offset on the conditionally

SCHEDULE CM SCOPE OF SERVICES

active Range Front Fault traversing under the dam and, which would rupture the existing outlet pipe.

- D. In 2012, Valley Water initiated the Anderson Dam Seismic Retrofit Project to address the seismic deficiencies at the dam. The Project is located near the junction of Cochrane Road and Coyote Road in Santa Clara County, California, 2.5 miles northeast of downtown Morgan Hill, California. The Planning Phase of the Project was completed in July 2013 and the Design Phase is currently underway.
- E. Pursuant to FERC's authority, for public health and safety reasons, on February 20, 2020, the Santa Clara Valley Water District (Valley Water) received an Order from FERC to immediately implement the following interim risk reduction measures: immediately lower and maintain the reservoir operating level no higher than elevation 565 feet; lower the reservoir to elevation 488 feet (deadpool) beginning no later than October 1, 2020, as safely and quickly as possible and maintain deadpool to the extent feasible; immediately design and construct the low-level outlet tunnel (Anderson Dam Tunnel) to more reliably and quickly drawdown the reservoir after an earthquake and/or to better maintain deadpool during significant precipitation; and implement the dam safety directives, including design and construction of the proposed low-level outlet, while securing alternative water supplies and working with FERC staff, and federal, state and local resource agencies to minimize environmental effects.
- F. Pursuant to FERC's Order, Valley Water immediately restricted the reservoir operating level to elevation 565 feet; began defining the interim risk reduction measures; and initiated emergency consultation processes regarding adverse environmental impacts of these interim risk reduction measures with the regulatory agencies, as appropriate. Furthermore, Valley Water proposed the Anderson Dam FERC Order Compliance Project (FOCP).
- G. The FOCP is a set of proposed interim risk reduction measures as set forth in the FERC Order during the interim time period prior to construction and operation of the Anderson Dam Seismic Retrofit Project (ADSRP). The FOCP consists of four broad categories of actions as identified below. Within these broad categories are ten main Project features which are further included within these broad categories.
 - 1) Category I. Reservoir Drawdown
 - 2) Category II. Anderson Dam Tunnel Construction (Included the ADTP)
 - 3) Category III. Anderson Dam Tunnel Operation and Maintenance
 - 4) Category IV. Avoidance and Minimization Measures
 - a) Bank and Rim Stability Improvements. (Included the ADTP)
 - b) Existing Intake Structure Modifications. (Included the ADTP)
 - c) Creek Channel and Bank Erosion Control Modifications. (Included the ADTP)
 - d) Imported Water Releases and Cross Valley Pipeline Releases Extension.
 - e) Coyote Percolation Dam Replacement.
 - f) Coyote Creek Flood Management Measures.
 - g) Implementation of Additional Project-specific Avoidance and Minimization Measures (AMMs).

SCHEDULE CM SCOPE OF SERVICES

- H. The construction improvements necessary to complete the FOCF broad categories of proposed interim risks measures have been grouped into five construction sub-projects as follows:
- 1) FOCF Anderson Dam Tunnel, Reservoir & Creek Modifications;
 - 2) FOCF Coyote Percolation Dam Replacement;
 - 3) FOCF Cross Valley Pipeline Extension;
 - 4) FOCF Coyote Creek Flood Management Measures; and
 - 5) FOCF Coyote Creek Stream Augmentation Fish Protection Measure.
- I. The FOCF Anderson Dam Tunnel Reservoir & Creek Modification referred to as the Anderson Dam Tunnel Project (ADTP) have the following major items of work:
- 1) The Anderson Dam Tunnel will be installed at Anderson Dam to release and regulate water flows from the reservoir. This system will later be used by the ADSRP to facilitate full reservoir drawdown and will be converted into a larger diversion system to bypass flows during removal and replacement of the existing dam. The Anderson Dam Tunnel will consist of (3) sections of tunnel and pipeline arrangements:
 - a) 400-foot long, 8-foot diameter “lake tap” pipe upstream of the dam; connected to
 - b) 100-foot long micro-tunnel boring machine launch chamber, connected to a 925-foot long, 19-foot diameter reinforced concrete lined, within a 24-foot diameter tunnel; connected to
 - c) 375-foot long, 13-foot diameter steel pipeline within an 18.5-foot diameter horseshoe tunnel.
 2. The 13-foot diameter steel pipeline will end at the downstream diversion outlet control structure housing (2) 132-inch diameter fixed cone valves connecting to a concrete-enclosed dissipation chambers that discharges into an 86-foot wide, 330-foot long riprap-lined discharge channel leading into Coyote Creek. The outlet control structure will also include a 24-inch diameter sleeve valve to control low flow releases. Also, a realignment of 530 linear feet of the Anderson Force Main will be installed to avoid the outlet control structure and Coyote Creek channel and streambed modifications.
 3. The Coyote Creek channel and streambank modifications will re-open the northern Coyote Creek channel and consist of a 600-foot long channel with a 50 feet wide channel bottom. The banks will be protected against erosion with biotechnic stabilization that will allow for revegetation. Distribution of flow between the re-opened northern channel and existing southern channel will be achieved by construction of a 72-foot wide sharp-crested weir at the northern channel and a 5-foot-wide U-shaped channel invert at the southern channel.
 4. The reservoir bank and rim stability improvements may include a range of physical improvements to protect the reservoir rim from potential landslides due to initial reservoir drawdown and subsequent fluctuations of the reservoir level. This work may consist of one or some combination of installing drainage improvements, slope regrading, buttressing, retaining walls, or soil anchors within the reservoir to prevent progressive failures from impacting properties at Holiday Estates. Based on limited information that is currently available, the physical improvements for the Boat

SCHEDULE CM SCOPE OF SERVICES

Marina slide may include a 200-foot-long tie-back anchor retaining wall and drainage improvements and the Hoot Owl Way slide may include a combination of drainage improvements, slope regrading, and soil anchors. Repairs due to slide caused damage to East Dunne Avenue will include filling roadway cracks or overlaying the existing pavement.

5. The existing intake stabilization improvements to provide greater resistance to deformation due to seismic shaking, if determined to be needed, could consist of one or some combination of installation of rock anchors or drilled piles throughout most of the slope on both sides of the sloping intake structure above the lowest port, thickening of structural concrete sections, regrading of slopes above the boat ramp, and replacement of mechanical systems with more robust equipment.
- J. The ADTP construction is comprised of the following milestones:
- 1) Milestone 1: Completion of the Coyote Creek channel improvements as defined in Specifications.
 - 2) Milestone 2: Completion of excavation of the 18.5-foot diversion tunnel, 24-foot tunnel, and the MTBM launch chamber as defined in Specifications.
 - 3) Milestone 3: Completion of the 8-foot MTBM lake-tap as defined in Specifications.
 - 4) Milestone 4: Delivery of the two 132-inch butterfly valves and two 132-inch fixed cone valves as defined in Specifications.
 - 5) Milestone 5: Completion of the diversion system including all testing as defined in Specifications.
 - 6) Milestone 6: Completion of the Project, including the one-year landscape establishment period as defined in Specifications.
- K. Project construction schedule is tentatively estimated as follows:

DESCRIPTION	APPROXIMATE DATES
Construction Notice to Proceed	April 2021
Mobilization	April 2021 to June 2021
Construct Diversion Portal	July 2021 to November 2021
Construct Diversion Outlet Foundation	July 2021 to December 2021
Construction of Tunnel	December 2021 to October 2023
Construction of Outlet Structure	September 2022 to November 2023
Construction of Coyote Creek Channel Improvements	April 2022 to October 2022
Construction of Reservoir Bank and Rim Stability Improvements	April 2021 to August 2021
Construction of Existing Intake Stabilization Improvements	May 2022 to September 2022
Restorations	October 2022 to December 2023

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SCHEDULE CM SCOPE OF SERVICES

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 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 2. 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.

SCHEDULE CM SCOPE OF SERVICES

B. Project-Specific Assumptions and Requirements

- 1) The Consultant will provide CM services as follows:
 - a) Milestone One thru Milestone Six in accordance with Section 4. J. Project Background, from the First Charged Day as stated in the Notice to Proceed through Valley Water's issuance of Milestone One thru Six completion letters in accordance with the Contract Documents.
- 2) Consultant must coordinate with and support Valley Water's Office of Communications lead role regarding community outreach.

6. Construction Management Phase Tasks

Task 1 - Project Management

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

- 1.1 Construction Management Work Plan (CMWP).** Consultant will prepare a CMWP in accordance with the scope of services and shall include an organization chart, a list of the roles and responsibilities of each team member as well as subconsultants and their staff, and the Consultant's approach to effectively manage and administer the Construction Contract including processes, procedures, techniques and methods to monitor the construction schedule and the Contractor's budget, communication protocols, document control and other administrative procedures. A construction specific Safety Management plan shall be included with the CMWP (refer to Task 5 Safety Management, 5.1 Safety Program).
- 1.2 Consultant Services Quality Assurance and Quality Control (QA/QC) Plan for CM Services.** Consultant will prepare a QA/QC Plan of the Consultant's CM services and procedures to monitor the performance and provision of the services and deliverables to meet Valley Water requirements, accepted industry and construction management professional practices, and standard of care.
- 1.3 Construction Contract Weekly and Monthly Progress Report.** The Construction Contract Weekly and Monthly Progress Report shall provide an overview of the construction activities and progress toward completion of the construction of the Project.
 - 1.3.1** Consultant will develop a weekly progress report template that will be used to report on the weekly construction progress. The report will include but not be limited to a summary of the construction activities of the week (inspectors and their daily/weekly summary reports, Contractor's weekly reports, an analysis of the cost and schedule performance metrics, mitigation measures, updates to risks and their status, a summary report for the Contractor payments, a summary report for RFIs, Submittals, PCOs, COs, DCOs).

SCHEDULE CM SCOPE OF SERVICES

- 1.3.2** Consultant will prepare a monthly progress report that will be a high-level summary of the month's activities with an overall analysis of the Project's progress including the issues and concerns and a look-ahead schedule for the following month's activities.
- 1.4 Management Meetings.** The Consultant will organize and conduct the following meetings at a frequency mutually agreed upon or as directed by Valley Water. Consultant will prepare agendas and minutes for these meetings.
- 1.4.1** Monthly progress meetings with the Consultant and DPM to review the monthly invoice and progress report (refer to the Standard Consultant Agreement, Section Four, subsection 2. Consultant Monthly Invoices, paragraph C.), risk management issues, action items and decision logs, other issues and concerns.
- 1.4.2** Weekly construction progress meeting with the Contractor, Valley Water and other participants as necessary to discuss construction progress and planned work, submittals, RFIs, construction issues, potential change orders, safety, the review of recent activities and agenda items, exchange of new information, planning and coordination of upcoming construction and related activities, as well as any other areas for discussion.
- 1.4.3** Special technical meetings to resolve issues with Contractor, utilities (e.g., Pacific Gas & Electric), regulators, and local agencies having jurisdiction (including Department of Health Services, fire department, Bay Area Air Quality Management District), Valley Water's operations staff and contractors, and any participants.
- 1.4.4** One-on-one meetings with Valley Water to provide a brief update of the Consultant's activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention, in a weekly/bi-weekly meeting/conference call with the DPM.
- 1.5 Coordination and Communication.** If requested, Consultant will assist Valley Water with the coordination and communication with external agencies and Project participants, including Valley Water's management and operations staff, Valley Water Designer, and the Contractor, including support in drafting correspondence related to the Consultant's Construction Management activities and other related issues.
- 1.5.1** Serve as the primary point of communication for coordination between the Contractor, and Valley Water, Valley Water's Designer, and other parties; receive Contractor correspondence prepare draft responses; and transmit Valley Water-approved responses.
- 1.5.2** Consultant shall establish, implement, manage and maintain a Master Calendar of all significant events and meetings for the construction, and a Master Project Directory listing all Project participants, their role on the Project, address, phone number(s), email address, and other pertinent information, which shall be accessible by all team members.

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1.6 Project-Specific Subtasks

1.6.1 Risk Management Plan. If requested, Consultant will review the draft risk management plan that includes the identification of known risks, potential impacts and probability, risk response strategies, and mitigation measures which will minimize or resolve impacts to the Project. Consultant will participate in and/or conduct periodic risk register review meetings with Valley Water staff, Contractor, and Valley Water's Designer. Results of these meetings will be documented to reflect any changes in contingency requirements necessary to address the identified risk exposure. The risk review meetings will be conducted quarterly or more frequently if requested.

1.6.2 Public Outreach. If requested, the Consultant will provide support and assistance to Valley Water's public outreach activities related to participation and attendance at meetings, developing responses to questions, and other tasks as directed by the DPM.

1.6.3 Neighborhood Communications. If requested, Consultant will assist Valley Water's neighborhood liaison with neighborhood communications including proactive positive communication and building strong relationships within the community, working with Valley Water's neighborhood communications staff to monitor Contractor activities and other as directed by the DPM.

Task 1 - Deliverables

1. Construction Management Work Plan. [1.1]
2. Quality Assurance and Quality Control Plan [1.2]
3. Construction Contract Weekly & Monthly Progress Reports. [1.3]
4. Agenda & Minutes for meetings. [1.4]
5. Master Calendar & Master Project Directory. [1.5.2]

Task 1 - Assumptions

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

Task 2 - Preconstruction Services

Consultant shall review the ADTP construction documents prior to advertisement and provide written comments to Valley Water identifying any constructability concerns for Valley Water's consideration. Consultant will organize and conduct pre-construction conferences, coordinate with Valley Water on community outreach, including public meetings, and the following tasks as described below.

2.1 Constructability Review Report Template. Consultant shall develop a constructability review report template for review and approval by the DPM. The report shall include but not limited to sequencing, milestones, risk allocation, bid analysis, potential claim risks, drawings and specifications conflicts, errors, omissions, inconsistencies, etc.

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- 2.2 Construction Contract Documents Review.** Consultant will conduct constructability reviews of the construction contract documents (Contract Documents) prior to construction contract bidding and provide written comments to Valley Water identifying any constructability concerns for Valley Water's consideration. The review will identify key issues and challenges that can be eliminated with adjustments to the design and identify challenging areas of the Project. Based on this review, Consultant will perform the services listed below.
- 2.2.1 Familiarize itself with the site and the Contract Documents, including the draft Risk Management Plan (see Schedule CM, Attachment Four, Reference Materials), and perform an independent constructability review and evaluate potential claim risks.
 - 2.2.2 Facilitate the constructability reviews with Consultant-provided experts, Valley Water staff, Valley Water Designer, and other participants as directed by Valley Water.
 - 2.2.3 Review and provide written comments on the Construction Risk Management Plan Updates, if available, prepared by Valley Water Designer.
 - 2.2.4 Prepare a constructability review written report, based on the approved template in 2.1.
- 2.3 Preconstruction Conferences.** Consultant will coordinate and conduct preconstruction conferences.
- 2.3.1 Organize and conduct preconstruction conferences with Valley Water, Valley Water Designer, Contractor, and applicable federal, state, local, and other regulatory agency representatives, in accordance with Valley Water's Construction Manual (see Schedule CM, Attachment Four, Reference Materials), and Consultant's CM best practices as applicable and appropriate. The first conference will serve as a kick-off meeting for construction of the Project.
 - 2.3.2 Review and become familiar with the Contract Documents, including but not limited to, performing field site visits, conferring with Valley Water staff on the intent of and details for the Project, and developing a list of anticipated Contractor submittals.
 - 2.3.3 Participate in the preconstruction conference with Valley Water and Valley Water's Designer and prepare an agenda and meeting minutes for distribution.
 - 2.3.4 Develop an agenda to discuss Project requirements, constraints, and construction procedures that consist of:
 - a. Reiteration of the goals of the Project;
 - b. A review of the rules for working within Valley Water's right of way, including within temporary rights of way secured by Valley Water;
 - c. Permit requirements, quality control, site safety, site security and maintaining Valley Water's good-neighbor policy; and
 - d. Review the checklist of activities that must be confirmed before Contractor starts construction activities, such as: layout of Contractor's offices, construction staging, sequencing of the work, and cooperation of Contractor with Valley Water staff.

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2.3.5 Record draft and final meeting minutes and distribute minutes to attendees.

2.4 Review Reports and Infrastructure

2.4.1 Consultant will review the geotechnical baseline report and geotechnical data report to adhere to subtask 2.1 Constructability Review Report Template, Construction Contract Documents Review, and provide written comments.

2.4.2 Consultant will prepare the pre-bid site summary report to include photographs.

2.4.3 Consultant will identify existing infrastructure within or adjacent to the Project limits and recommend what infrastructure to be included in the Project specifications for the Contractor's required preconstruction surveys.

Task 2 - Deliverables

1. Construction review report template
2. Constructability review written report
3. Notes regarding Construction Risk Management Plan updates
4. Notes regarding Consultant's bid analysis and recommendations
5. Notes regarding Contractor pre-qualification recommendations
6. Pre-bid and site visit(s) written meeting minutes and notes
7. Pre-bid site summary report
8. Draft Notice to Begin Work
9. Preconstruction meeting agenda
10. Preconstruction meeting minutes

Task 2 - Assumptions

1. Assumes adequate time is available for the Consultant to perform pre-construction services before Valley Water solicits bids from the prequalified contractors. For budgeting purposes, it is assumed that Consultant will perform all services.

Task 3 - Construction Management

Consultant will develop construction management processes, and plans using the Consultant's construction management expertise, best industry practices, and/or in accordance with Valley Water's Construction Manual, as applicable and appropriate. Consultant shall use these processes and plans to perform Contractor's contract administration such as coordination and management for RFIs, Submittals, changes to Contract Documents, review, process and recommend approval of Contractor invoices, as well as manage construction scheduling.

3.1 Construction Management Processes. Consultant will develop/update:

- 3.1.1 Request for Information (RFI) Process that will include, but not be limited to, receiving, reviewing, analyzing, determining required response suspense date, logging, routing, distribution, timely response, tracking, compiling a listing/database, and reporting. Consultant will coordinate and manage the RFI review and approval process in a timely manner. The RFI Process document is an engineering document and therefore requires a licensed professional engineer's signature;

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- 3.1.2 Submittal Process that will include, but not be limited to, receiving, confirming compliance with submittal requirements, reviewing, analyzing, logging, routing, distribution, timely response, tracking, compiling a listing/database, and reporting. Consultant will coordinate and manage the Submittal review and approval process in a timely manner. The Submittal Process document is an engineering document and therefore requires a licensed professional engineer's signature;
- 3.1.3 Change Management Process to manage and control changes to the Construction Contract Documents. This will include, but not be limited to, procedures for Contract Document Clarifications (CDC), Potential Change Orders (PCO), Change Orders (CO), Directed Change Orders (DCO), Construction Memos and time and materials expenditures for force account or extra work directives. Consultant will manage and control these changes using the process. The Change Management Process document is an engineering document and therefore requires a licensed professional engineer's signature.
- 3.1.4 Construction Contract Payment Process that will include, but not be limited to, the review of the Contractor's schedule of values, negotiation with the Contractor if required, use of Valley Water's standard payment forms, preparation of payment requests by the Contractor, materials on hand, retentions, liquidated damages, verification of certified payrolls, Small Business Enterprise performance, percentage of contract payments, s-curves. This process will be used to process Contractor's progress payments. The Construction Contract Payment Process document is an engineering document and therefore requires a licensed professional engineer's signature.

3.2 Construction Management Plans. Consultant shall prepare:

- 3.2.1 Document Control Management Plan which may include but not be limited to the utilization of a web-based Document Control System (DCS), such as the EADOCS system, to facilitate efficient communication and maintain Project data and records. The system should provide a centralized document exchange portal to communicate technical and other Project-related information with approved secure access levels and includes features to log and track documents (submittals, RFIs, PCO, etc.), and provides storage of electronic copies with secure access levels. The Plan will include:
 - a. Defining the data and records to be stored in the web-based system, and the data and records to be stored on a hard copy filing system for other construction data and records;
 - b. Monitoring and training Project participants on its use; and
 - c. Providing monthly reports.
- 3.2.2 Record Document Management Plan which will include but not be limited to the maintaining and updating the set of Construction Contract Documents, recording addenda, design clarifications, and other modifications implemented during the

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construction. The Plan will also include the approach to be used by the Consultant to monitor that the Contractor is maintaining and updating its as-built drawings monthly.

- 3.3 Construction Management Action Item and Decision Log.** Consultant will establish and maintain a log of Construction Management Action Items and Decisions. Consultant will provide monthly updates to the DPM.

3.4 Project-Specific Subtasks

- 3.4.1 Schedule Management Plan. If requested, Consultant shall prepare a schedule management plan which will include but not be limited to the review of the Contractor's baseline and updated schedules, the review of the Contractor's four-week look-ahead schedule reported weekly by the Contractor, review the progress of construction, evaluate the percentage complete of each construction activity, review with the Contractor such reviews (four-week look-ahead, monthly updated schedule). monitoring, tracking of the construction schedules, use of inspector's daily reports, weekly summary reports, observations, review of Contractor's recovery schedules, evaluation of potential delays. The plan will also include reviews for Contractor's time extension requests and time impact analysis. The Consultant will also prepare and update a detailed and a high level weekly and monthly as-built (actual versus planned) schedule for use by the DPM. The Schedule Management Plan is an engineering document and therefore requires a licensed professional engineer's signature;
- 3.4.2 Correspondence/Notices Management Plan. If requested, Consultant with log all correspondence and notices with the Contractor and Valley Water and assist in the preparation of correspondence / replies to the Contractor.
- 3.4.3 Budget Management Plan. If requested, Consultant will maintain a budget tracking system which documents actual versus planned expenditures and provide monthly budget reports in conjunction with monthly schedule status reports.
- 3.4.4 Certified payroll documentation. If requested, Consultant will manage a certified payroll documentation program.

Task 3 - Deliverables

1. RFI, Submittal, Change Management, & Construction Contract Payment Processes (documents & flowcharts). [3.2]
2. Document Control, Record Document Management Plans (documents and Flowcharts). [3.2]
3. Construction Management Action Items and Decision Log. [3.3]

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Task 3 - Assumptions

1. For budgeting purposes, it is assumed that Consultant will perform all services.
2. For the web-based Document Control System (DCS), the Consultant shall provide three levels of access as follows:

Level 1 - accessible to contractor, Consultant, Valley Water, and Valley Water's Designer (read only and transmit): information such as issued change orders, requests for information which have been responded to, signed correspondence transmitted between Consultant and contractor, returned submittals, and certain construction-related information as deemed appropriate by Valley Water and Consultant;

Level 2 - accessible only to Valley Water and Consultant: information accessible according to Level 1, plus all construction related information as deemed appropriate by Valley Water and Consultant; and

Level 3 - as determined by Valley Water.

3. Consultant will provide training for Valley Water, Valley Water Designer, and Contractor as appropriate for proper use of web-based Document Control System.

Task 4 - Quality Assurance and Quality Control (QA/QC) Program

Consultant will develop a QA/QC Program to enforce the Contractor's QA/QC, using the Consultant's construction management expertise, best industry practices, and/or in accordance with Valley Water's Construction Manual, as applicable and appropriate.

- 4.1 QA/QC Program.** Consultant will develop and implement a QA/QC Program which will include:

- 4.1.1 Plan to enforce the Contractor's QA/QC plan.
- 4.1.2 Plan or approach that the Consultant will use to monitor and document that the Contractor's construction activities are performed in accordance and in compliance with the Construction Contract Documents, permit requirements and all applicable codes, standards and regulations including documentation of non-conforming activities and their resolution.
- 4.1.3 Plan or approach that the Consultant will use to monitor that all construction activities are inspected and observed by qualified inspectors, monitor that the activity is in compliance with the Contract Documents, and will include but not be limited to monitoring and tracking of the daily work of the Contractor, identification of site and operational safety conditions (see Task 7 Construction Inspections, subtask 7.4 Special and Specialty Inspections).

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- 4.1.4 Construction Quality Control Inspection Plan (per subtask 4.2.1 Construction Quality Control Inspection Program) defining responsible persons for the performance of QA and QC activities.

4.2 Project-Specific Subtasks

- 4.2.1 **Construction Quality Control Inspection Program.** Consultant shall develop/update the Construction Quality Control Inspection Program (CQCIP), in accordance with Chapter VII of FERC Guidelines (January 1993) [Reference 14] (see Schedule CM, Attachment Four, Reference Materials) or the latest available version of the Guidelines. The Program shall be submitted to FERC for review and approval. Upon approval, the Consultant shall implement the program including the subtasks listed below.

- 4.2.2.1 Performing Quality Assurance inspections of the Contractor's construction Quality Control program for the Project.

- 4.2.2.2 Engaging an independent firm, as a specialty firm or a subconsultant, to conduct a reasonable percentage of materials and laboratory tests to provide assurance that the Contractor's QC testing is accurate and valid and complies with design requirements.

Task 4 - Deliverables

- 1. Construction Management QA/QC Program. [4.1].
- 2. Construction Quality Control Inspection Program (CQCIP) (Draft, Draft Final, and Final) [4.2.1]
- 3. Various Report Forms (Non-Conformance, Environmental Deficiency, etc.) [4.2.1]
- 4. Schedules (Inspection, Materials, etc.) [4.2.1]
- 5. Inspection Checklists [4.2.1]

Task 4 - Assumptions

- 1. CQCIP materials testing and specialty inspections will be performed at a reasonable frequency and percentage of the Contractor's testing requirements defined in the Contract Documents.
- 2. For budgeting purposes, it is assumed that Consultant will perform all services.

Task 5 - Safety Management

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

- 5.1 **Safety Program.** Consultant will prepare a construction specific Safety Management plan. Consultant will review, provide written comments to Valley Water, and coordinate the Consultant's safety program with Valley Water safety rules and Contractor's safety program and will implement these practices to provide for a coordinated approach to construction safety.
- 5.2 **Safety Training.** Safety training will be provided to Consultant's Project staff in accordance with Cal/OSHA requirements and along with routine refresher training. Each member of the team and visitors to site will have appropriate personal protection equipment (PPE) and be provided with safety instructions. Training and safe work

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records will be maintained and posted at the construction site to promote safety and make working safely a visible and important part of the daily work responsibilities.

5.3 Consultant Safety Activities. Consultant will document all safety activities in safety oversight records and will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:

- 5.3.1 Review, monitor and adhere to Contractor's safety program and work activities for compliance with the Contract Documents and safety regulations such as Cal/OSHA.
- 5.3.2 Implement safety oversight activities as identified in Consultant's construction specific Safety Management Plan portion of the CMWP.
- 5.3.3 Ensure and verify that Consultant's own field employees are trained, and training is current with refresher training in accordance with the applicable Cal/OSHA regulations.
- 5.3.4 Ensure that Consultant's employees be provided with safety instructions in accordance with Cal/OSHA's General Safety Orders prior to exposure to hazards of the job site. This includes the Consultant's own subconsultants and others providing services, including Valley Water staff and Valley Water's Designer who may frequently or occasionally visit the site to conduct business related to the construction.
- 5.3.5 Maintain records of training on file for all persons working or entering the site relating to work on the construction.
- 5.3.6 At all times comply with all safety rules and regulations enacted or implemented by Valley Water and any local, state or federal agency that are applicable to Consultant's Services.
- 5.3.7 Monitor, identify, and notify Contractor and Valley Water promptly, of any potential safety issues; comply with all applicable required safety provisions and requirements.

Task 5 - Deliverables

- 1. Safety Management Plan (document and flowchart)
- 2. Review Contractor's safety program, including compliance with Cal/OSHA and Valley Water safety program standards
- 3. Submittal comments on Contractor's safety program
- 4. Consultant's safety oversight records maintained on site
- 5. Logs of Consultant staff safety training

Task 5 - Assumptions

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

Task 6 - Training, Testing, Start-Up, and Commissioning

Consultant will perform services relating to the training of Valley Water staff, start-up, and commissioning, and the following tasks described below.

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- 6.1 Valley Water Staff Training.** Consultant will coordinate Contractor-provided Valley Water staff training.
- 6.1.1 Consultant will arrange for manufacturer-provided Valley Water staff training, if required, Consultant will:
- 6.1.1.1 Review Contractor's training schedules and training plans.
 - 6.1.1.2 Coordinate and provide all logistics for the training.
 - 6.1.1.3 Provide required documentation of training attendance for Contractor and subcontractors.
- 6.2 Testing, Start-Up, and Commissioning.** Consultant will coordinate training once the equipment has arrived and installation is advanced sufficiently to provide for manufacturer inspections and certification of proper installation.
- 6.2.1 A representative of the manufacturer or manufacturers will visit the site and examine installation to confirm proper installation. After all necessary adjustments are made, the manufacturer's representative will certify the proper installation of equipment and provide operations staff with training on operation and maintenance. Consultant will:
- 6.2.1.1 Coordinate functional and operational testing activities with Contractor, manufacturers, Valley Water's Designer and Valley Water.
 - 6.2.1.2 Review Contractor's test procedures; witness Contractor's testing; and receive and review Contractor's test reports.
 - 6.2.1.3 Provide a start-up manager to lead, plan, manage, and document all work included in, or directly related to, start-up and commissioning.
 - 6.2.1.4 Form, lead, and document the activities of an on-site start-up team of supervisory staff qualified as a team in all elements of the start-up process, utilizing Consultant staff, Valley Water staff and Valley Water's Designer, Contractor, and Contractor's mechanical, electrical and instrumentation subcontractors, and others as appropriate for the testing, start-up and commissioning. Activities to be performed consist of:
 - 6.2.1.4.1 Develop example templates and content to communicate start up plan submittal expectations.
 - 6.2.1.4.2 Facilitate the review of Contractor's submittals for startup plans.
 - 6.2.1.5 Prepare start-up and commissioning plans.
 - 6.2.1.6 Coordinate and schedule start-up and commissioning activities.
 - 6.2.1.7 Lead, coordinate, direct, and manage day-to-day start-up and commissioning activities.
 - 6.2.1.8 Develop detailed start-up and commissioning schedules integrated with the Contractor's construction schedule.

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Task 6 - Deliverables

1. On-site training facilities
2. Operator training and assistance will be provided during testing, start-up and commissioning
3. Coordination of manufacturer-provided training during testing, start-up and commissioning
4. Start-up and Commissioning Plans and implementation
5. Weekly reports of start-up and commissioning activities
6. Logs of Contractor and subcontractor's attendance to required trainings

Task 6 - Assumptions

1. All recommended and required training, including any video training, will be conducted at a field office, in a Valley Water office, or in the Consultant's office as requested by Valley Water.
2. All of Consultant's staff is required to have appropriate biological, environmental, safety training in accordance with federal, state, and local laws, regulations, and ordinances as required to complete the CM Consultant's tasks and responsibilities identified in this Contract.
3. For budgeting purposes, it is assumed that Consultant will perform all services.

Task 7 - Construction Inspections

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

7.1 Inspections. During inspections, Consultant will:

- 7.1.1 Have qualified staff present during construction work hours to verify whether work is accomplished in accordance with the Contract Documents.
- 7.1.2 Provide for monitoring of the construction work and field verification of Contractor's QA/QC program.
- 7.1.3 Plan and coordinate with the Contractor inspections of construction work to provide the needed special and specialty inspections. Inspections will focus on Contractor compliance with Contract Documents, and permit requirements.
- 7.1.4 Provide with the inspection reports a written and photographic record of observations including weather conditions, Contractor work force and equipment, and significant material or equipment deliveries.
- 7.1.5 Verify work quality with the Consultant inspection staff through visual inspection, materials testing, and will utilize as-needed special and specialty inspections.

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7.1.6 During inspections, advise the Contractor of any nonconforming work observed and, if not corrected within designated timeframes, notify Valley Water.

7.2 Nonconforming Work. Nonconforming work, corrected or not corrected in accordance with designated timeframes, will both be recorded on deficiency lists and addressed in QA/QC meetings as well as the monthly progress meetings. Consultant will:

7.2.1 Provide sufficient qualified, experienced inspection staff to monitor all major work activities associated with work performed on all shifts and days worked by Contractor, and to perform all inspections, special and specialty inspections as required per the QA/QC Program.

7.2.2 Inspect materials, equipment, construction procedures, work in progress, and completed work for compliance with the Contract Documents.

7.2.3 Monitor Contractor's look-ahead schedule and confer with Contractor so that qualified personnel including specialty inspectors are scheduled on an as-needed basis to inspect and monitor quality control for all major work activities.

7.2.4 Inspect completed work for contract compliance and generate appropriate deficiency lists.

7.2.5 Prepare Daily and Weekly Inspection Reports detailing weather conditions, status of work, and the location and type of work performed by Contractor, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. These reports should include:

- a. For each work activity, document the number and classification of craft labor, supervision, equipment (including idle equipment), and materials used.
- b. Note material and equipment deliveries or off-hauls, any non-adherence to safety procedures along with corrective action taken, delays – including cause of delay, equipment breakdowns or other field problems, visitors, and other pertinent observations. Augment reports with sketches and digital photographs.
- c. Maintain a chronological photographic record of construction.

7.2.6 Verify progress of work for payment purposes and determine whether Contractor's progress payment request reflects the submitted schedule of values and the work actually performed and document these activities in the monthly progress report.

7.2.7 Develop and implement a written communication system and database notifying Contractor of all nonconforming work and safety violations.

7.3 Division 1 and Special Provisions Compliance. The Special Provisions section of the Contract Documents state work requirements for the construction including phasing and sequencing, construction coordination, and permit compliance. The Special Provisions section of the Contract Documents also includes restrictions on work hours, traffic control, and limiting impacts to surrounding neighborhood.

7.3.1 The Consultant will monitor Contractor compliance with the Special Provisions, Contract Documents, and mitigation measures thereby reducing risk during construction. Key areas of monitoring by the Consultant include the Stormwater Pollution Prevention Program (SWPPP), environmental compliance, discharge

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permits, and disruption to the neighborhood. Consultant will provide the Contractor with written notification when the Consultant observes work activities or job conditions violating requirements of the Special Provisions. These noncompliance notifications will be logged into the DCS and notification will be provided to the Contractor and Valley Water. These concerns will be followed up at weekly construction meetings and at QA/QC meetings to assure the Contractor mitigates previous actions and performs work in accordance with Special Provisions. Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices:

- 7.3.1.1 Monitor Contractor compliance with all Division 1 and Special Provisions specifications consisting of mitigation commitments, wildlife protection and environmental permits, discharge permits and erosion and sedimentation control requirements.
- 7.3.1.2 Monitor Contractor's noise, vibration, traffic, and odor control mitigation plans for contract requirements.
- 7.3.1.3 Provide written notification to Contractor and Valley Water with a compliance concern.
- 7.3.1.4 Provide immediate notification to Contractor and Valley Water of noncompliance with specifications and permits.

7.4 Special and Specialty Inspections. Special and specialty inspections require certifications or in some cases professional registrations in accordance with California Building Code and governing regulations. Consultant will provide such certifications or registrations for the Project.

- 7.4.1 Consultant will, based on and in accordance with Valley Water's Construction Manual, the Special and Technical Provisions of the Project Construction Contract Specifications, applicable ASME Code and relevant industry standards and best practices, provide, conduct, and/or verify the compliance with and completion of special inspections, as applicable and appropriate, for the Project.
- 7.4.2 At a minimum, Consultant will provide, conduct, and/or verify the compliance with and completion of all special inspections, as applicable and appropriate, for Alternate Materials and Systems, Soil (Grading, Excavation, and Backfill), Shotcrete and Fiber Reinforced Shotcrete, Pre-excavation and Post-excavation/Concrete Grouting, Support of Excavation including Soil Nails, Rock Dowels, Wire Fabric, and Steel Ribs; Steel Jacking Pipe, Foundations, Asphalt Concrete, Reinforcing Steel, Concrete, Masonry, Structural Steel, High Strength Bolting, Nondestructive Testing, Fire-Resistant Materials (Sprayed and Mastic & Intumescent), Glulam and Truss Joists, Post installed Anchors and Dowels (Installation and Proof Loading), Seismic and Wind Resistance Requirements, and Architectural and Building System Requirements.

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

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Task 7 - Deliverables

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

Task 7 - Assumptions

1. Photographs will be taken daily by inspection staff during regular inspection hours and included in Daily Inspection Reports.
2. Consultant will satisfactorily complete the necessary environmental, biological, safety training required to complete the contract tasks in accordance with federal, state, and local laws, regulations, and ordinances required for the construction of the Project.
3. Construction Contractor will conduct all biological inspections, monitoring, and reporting. Consultant will provide regulatory compliance oversight to confirm Contractor's work and verify compliance with Project permits and Specifications.
4. Valley Water will be the point of contact with the regulatory agencies.
5. Regulatory compliance violations will be reported by the Consultant to Valley Water immediately upon discovery.
6. For budgeting purposes, it is assumed that Consultant will perform all services.

Task 8 - Partnering, Claims and Disputes Management

Consultant will attend the partnering sessions, which will include the initial partnering session and follow-up sessions, as directed by Valley Water. If requested, the Consultant will facilitate a claims management process to address the potential of construction claims and disputes including organizing selection of Valley Water's representative and coordinating activities of the Dispute Review Board (DRB). These steps will include reasonable efforts to address disputes and prepare position papers for presentation to the DRB. A claims and disputes management plan will be included in the Construction Management Work Plan (CMWP) to provide strategies for identifying, organizing, managing, and addressing potential claims.

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- 8.1 Partnering.** If requested, Consultant will attend the partnering sessions, after construction commences.
- 8.2 Claims Management.** If requested, Consultant will perform services relating to claims and management of disputes. Beginning with commencement of this Agreement, Consultant will identify key risks and implement proactive strategies to address potential claims and disputes before they occur. One method of addressing disputes that may arise during construction of the Project is through implementation of a Dispute Review Board (DRB). Consultant will:
- 8.2.1 Implement Valley Water-approved procedures including processes for analyzing claims, coordination, and communication on disputed issues with Project team, and tracking progress of claim and disputes.
 - 8.2.2 Participate with Valley Water in the Dispute Review Board process, including:
 - 8.2.2.1 Coordinate selection of Valley Water's DRB member.
 - 8.2.2.2 Attend DRB meetings and update the DRB on construction progresses and any potential issues that require DRB's resolution.
 - 8.2.2.3 Prepare written "position papers" and verbal presentations to be reviewed by Valley Water and which may be used for presentation(s) to the DRB as needed.
 - 8.2.3 Implement a claims and disputes management plan, with regard to issues remaining unresolved, as identified in Consultant's CMWP in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Consultant will implement prescriptive procedures from the CMWP and coordinate continued efforts to resolve the claims or disputes with Valley Water and Project team, including notification, compiling supporting documentation and records, and claims analysis.
 - 8.2.4 Apply management skills to avoid or minimize claims during construction by maintaining a positive working relationship with the Contractor and make all reasonable efforts to review and resolve disputes on behalf of Valley Water as approved by Valley Water.
 - 8.2.5 Identify and resolve claims for additional compensation early and equitably.
 - 8.2.6 Apply procedures for enabling work to proceed in the event differences arise over the responsibility for, or cost of, added work.
 - 8.2.7 Document events and activities accurately to provide a reliable basis for investigation at a later date.
 - 8.2.7.1 Maintain documentation and records on all relevant decisions and facts relating to disputes on an ongoing basis.
 - 8.2.7.2 Maintain records in an orderly manner and make available to Valley Water Project personnel upon request.
 - 8.2.8 Analyze claims for additional time and/or compensation submitted by Contractor and prepare responses.

SCHEDULE CM SCOPE OF SERVICES

- 8.2.9 Perform claims administration, including coordination and monitoring, perform claims resolution negotiations, log and track claims status, and inform Valley Water on the status of claims or potential claims.
- 8.2.10 If Contractor files a notice of potential claim or dispute in accordance with the Contract Documents, Consultant will:
 - 8.2.10.1 Promptly notify the Contractor the Notice was received.
 - 8.2.10.2 Notify Valley Water and Valley Water's Designer of the dispute.
 - 8.2.10.3 Assign a dispute tracking number to the dispute and create dispute file.
- 8.2.11 The following information shall be prepared and continuously updated and maintained in the dispute file by Consultant:
 - 8.2.11.1 All formal data, pertinent data, and records such as daily Contractor reports, progress pay reports, special meeting notes, reports, summaries;
 - 8.2.11.2 Summary of the dispute, by issue, clearly stating the Contractor's position on each issue. The summary will include:
 - 8.2.11.2.1 A summary sheet with a chronological listing of events and/or items such as letters to Contractor, meetings, and a brief statement of content;
 - 8.2.11.2.2 Documentation of pertinent conversations with Contractor;
 - 8.2.11.2.3 All pertinent inspection reports; and
 - 8.2.11.2.4 Captioned and dated photos and video tape.
 - 8.2.11.3 Additional documents, such as:
 - 8.2.11.3.1 Drawings, shop drawings and Technical Specifications with the areas in question highlighted or noted by other appropriate means;
 - 8.2.11.3.2 Correspondence between Consultant and Contractor, Consultant and Valley Water Designer; and
 - 8.2.11.3.3 Any other documentation that supports the positions of the Contractor, Consultant, and Valley Water.
- 8.2.12 If a potential or finalized claim is not resolved by the completion of the Project, Consultant shall prepare a formal written claims report stating the Consultant's recommendation for resolution of each pending dispute, potential, and finalized claim. The claims report shall be prepared in the appropriate format and shall be provided to Valley Water.

Task 8 - Deliverables

1. Organize Dispute Review Board (DRB) and generate DRB agenda and meeting minutes
2. Maintain documentation regarding potential and actual disputes to provide for a reliable basis for investigation

SCHEDULE CM SCOPE OF SERVICES

3. Written position statements, verbal presentations, regular updates on progress of Project to DRB
4. Maintain a dispute file
5. Claim status reports (Draft, Draft Final, and Final)
6. Claim analysis reports (Draft and Final)
7. Formal claims report as needed (Draft, Draft Final, Final)

Task 8 - Assumptions

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

Task 9 - Environmental Compliance Services

- 9.1 Consultant shall work with Valley Water to develop the Environmental Compliance Monitoring Plan to detail the rules, procedures, and limits with regard to regulatory constraints. The plan will lay out the proper planning and sequencing of the required monitoring activities with a mindfulness towards the construction schedule to keep the Project on track and avoid unnecessary delays. The Environmental Compliance Monitoring Plans will be developed to reflect the regulatory requirements for the Project.
- 9.2 The Consultant shall review and monitor the Contractor's environmental compliance with environmental documents, permits and mitigation measures to be implemented by the Contractor during construction including implementation of Storm Water Pollution Prevention Plans and Asbestos monitoring.
- 9.3 Consultant will monitor compliance with Division 1 Specifications including mitigation commitments, wildlife protection and environmental permits such a muck disposal, discharge permits and erosion and sedimentation control requirements. Consultant will also monitor the Contractor's noise, vibration and traffic, and odor control mitigation plans for Contract Documents requirements. Consultant will provide the Contractor and Valley Water with written notification of compliance concerns.

Task 9 - Deliverables

1. Environmental Compliance Monitoring Plan (Draft, Draft Final, Final)
2. Compliance records with daily Inspection Reports
3. Records of Compliance correspondence with Contractor
4. Weekly water quality reports from data collected by the Contractor
5. Daily Reports of Permit violations

Task 9 - Assumptions

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

Task 10 - Acceptance and Close-Out

Consultant will facilitate commissioning in accordance with the completion of the construction phases and facilitate acceptance of each construction milestone and the construction once their respective commissioning period has been completed and shall document all such activities in the weekly progress report. During the later stages of construction for each milestone, the Consultant will meet with the Contractor and develop deficiency lists based on records of inspection and observed non-compliant work and document such activities in the weekly

SCHEDULE CM SCOPE OF SERVICES

progress report. The Consultant will regularly follow up with the Contractor to address the deficient work items prior to commencement of operational testing. Included with system acceptance will be obtaining required warranties and guarantees from equipment manufacturers and contractors which fully comply with the Contract Documents.

10.1 Acceptance and Contract Close-Out. The Consultant will begin the process of milestone acceptance near the conclusion of each milestone and the process of construction acceptance and Construction Contract close-out near the conclusion of the construction. The Consultant will implement the steps called out in Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Each step will be documented and include a complete review of contract administration, quality assurance and inspection, and operations.

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

10.1.2 Consultant will review the deficiency list and manage the deficiency list process in accordance with the Consultant's CM best practices.

10.1.2.1 Coordinate the efforts of Valley Water's Designer, Valley Water, permit authorities to develop a list of deficiencies and provide the list to Valley Water's Project Manager. Valley Water's Project Manager will be the primary point of contact between the Consultant and Valley Water's Designer, Valley Water staff, and permit authorities.

10.1.2.2 Coordinate with Contractor and other parties to correct the deficiencies including a description of the final disposition of the deficiency in the Milestone Completion Report and Final Project Report.

10.1.2.3 Conduct an inspection of the completed work for each milestone, and of the entire jobsite, and review all documents to determine if all construction efforts are in compliance with the Contract Documents and provide written documentation.

10.1.2.4 Verify closure, completeness, and delivery of all RFIs, submittals, O&M documents, spare parts, training and testing activities, record documents, construction photographs, warranties, guarantees, maintenance bonds, non-conformance reports.

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

SCHEDULE CM SCOPE OF SERVICES

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

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

Task 10 - Deliverables

1. Completion Reports for Milestones
2. Final Project Report
3. Deficiency List process lists, reports, documentation
4. Documentation required for final acceptance and closeout of Milestones 1 and 2, including one digital copy and two printed copies of all construction photographs organized by major facility and by construction timeline
5. Warranty calendars

Task 10 - Assumptions

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

Task 11 - 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 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.

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

11.1.1 Value Engineering / Risk Reduction. Consultant will facilitate value engineering and risk reduction workshops.

11.1.2 Assist Valley Water in the evaluation of alternative technical concepts or alternative construction approaches proposed by the Contractor.

11.1.3 Participate with Valley Water Designer in the evaluation of alternative design approaches.

11.1.4 Provide expertise and assistance in the evaluation of rim stability solutions.

11.1.5 Participate with Valley Water Designer and Valley Water in design modification analyses to accommodate changes to the FOCP.

11.1.6 Perform special studies and analyses on topics requested by Valley Water.

11.1.7 Provide resources to augment Valley Water staff for technical or management services in response to changed conditions or additional work scope.

2. **Additional Services.** The Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services

SCHEDULE CM SCOPE OF SERVICES

for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 10 as Task 11 Supplemental Services, to include but not be limited to:

- 11.2.1 Additional meetings.
- 11.2.2 Additional time allotted for meetings.
- 11.2.3 Additional status/progress reports.
- 11.2.4 Additional phone conference calls.
- 11.2.5 Additional pages or copies of technical memoranda, plans, reports.

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

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

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**SCHEDULE CM SCOPE OF SERVICES
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 **\$20,465,000.00** (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	Not-to-Exceed Fees
1	Project Management	\$4,410,000
2	Preconstruction Services	\$180,000
3	Construction Management	\$3,340,000
4	Quality Assurance and Quality Control (QA/QC)	\$660,000
5	Safety Management	\$1,180,000
6	Training, Testing, Start-Up, and Commissioning	\$150,000
7	Construction Inspections	\$7,090,000
8	Partnering, Claims and Disputes Management	\$240,000
9	Environmental Compliance Services	\$700,000
10	Acceptance and Closeout	\$200,000
11	Supplemental Services	\$2,315,000
Total Not-to-Exceed Fees		\$20,465,000

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.

**SCHEDULE CM SCOPE OF SERVICES
ATTACHMENT ONE
FEES AND PAYMENTS**

2. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

B. Reimbursable Expenses

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager will be billed on a monthly basis at actual cost linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.
2. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. 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.

C. A markup of 5% will apply to the Consultant only to manage Subconsultants, subcontractors and vendors, including lab services.

D. For staff with rates exceeding the rate of \$315.41/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.

**SCHEDULE CM SCOPE OF SERVICES
ATTACHMENT ONE
FEES AND PAYMENTS**

E. Prevailing Wage Requirements

1. The Scope of Services described in Tasks 3, 6, and 7 are 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.
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>.

F. Fees and Payments Attachments

1. Consultant has retained subconsultant, Apex Testing Laboratories, Inc., to perform certain services as described in this Agreement. The terms and conditions set forth in Schedule CM, Attachment One, Fees and Payments, Attachment A, apply solely to the contractual relationship between Consultant and Apex Testing Laboratories, Inc., and are not part of this Agreement between District and Consultant. Attachment A below is provided solely to document the Fee Schedule that applies to services performed by Apex Laboratories, Inc. pursuant to this Agreement.
2. The following listed Attachment A referred to herein is incorporated in this Attachment One, Fees and Payments, as though set forth in full:

Attachment A: Materials Testing and Inspection Schedule of Fees – Cost/Pricing Information.

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**SCHEDULE CM SCOPE OF SERVICES
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: COWI North America	
Accountant/Admin Asst.	\$133.89
As-Builts CAD Technician	\$154.48
Assistant Resident Engineer Underground	\$214.59
Office Engineer	\$187.75
Project Controls Manager	\$236.01
Quality Assurance Manager	\$176.71
Reports Coordinator	\$74.38
Safety Manager	\$214.59
Sr. Project Manager ¹	\$315.41
Subconsultant: Cal Engineering & Geology, Inc.	
Civil Inspector	\$258.93
Rim Stability Expert	\$236.12
Subconsultant: ESA Science Associates	
Environmental Compliance Manager	\$232.91
Subconsultant: GHD	
Contract Administrator	\$175.54
Dam Construction Expert	\$275.77
Reservoir Operations/Hydraulics Expert	\$198.43
Tunnel / Geotech Expert	\$233.64
Subconsultant: JCK Underground	
Bid Documents/ Constructability Evaluation	\$285.48
Subconsultant: PMA Consultants	
Scheduler	\$288.21
Subconsultant: Schnabel Engineering West, Inc.	
Program Management Expert ¹	\$226.83
Resident Engineer ¹	\$218.02
Risk Manager ¹	\$138.74
Tunnel Inspector 1 ¹	\$129.93

**SCHEDULE CM SCOPE OF SERVICES
ATTACHMENT ONE
FEES AND PAYMENTS**

Subconsultant: Tanner Pacific, Inc.	
Chief Inspector	\$226.05
Claims/Disputes Administration	\$286.33
Cost Estimator	\$278.22
Sr Tunnel Inspector	\$259.87
Tunnel Inspector 2	\$210.68
Tunnel Safety Manager	\$262.22
Subconsultant: Thier Group	
Public Relations Mgr.	\$199.43
Subconsultant: Apex Testing Laboratories, Inc.	
Materials Testing and Inspection Services	For Materials Testing and Inspections Fees, Refer to Attachment A to this Attachment One

Note: 1. Field Overhead Rate shall apply to Classifications providing services at Project site either part-time & full-time during term of the Agreement.

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**SCHEDULE CM SCOPE OF SERVICES
ATTACHMENT ONE FEES AND PAYMENTS
ATTACHMENT A
MATERIALS TESTING AND INSPECTION SCHEDULE OF FEES
COST/PRICING INFORMATION**

Subconsultant: Apex Testing Laboratories, Inc.		
<i>Item Description</i>	<i>Unit of Measure (UOM)</i>	<i>Unit Price</i>
<u>Construction Quality Control Inspection Program</u>		
Project Specific QC Plan (Draft, Field, and Final)	Hr.	\$158.65
Field QC Manager / Lead Inspector	Hr.	\$143.14
<u>Soils</u>		
Field Compaction Test	Hr.	\$137.64
Nuclear Gauge Equipment Fee*	Hr.	\$10.00
Nuclear Gauge Travel Time	Hr.	\$137.64
Nuclear Gauge Mileage	Hr.	\$0.58
Site Soil Sampling	Hr.	\$137.64
Moisture-Density Curves (ASTM D-1557)	Ea.	\$355.00
Soil Quality Tests (Plasticity Index)	Ea.	\$270.00
Soil Quality Tests (Gradation)	Ea.	\$345.00
Soil Quality Tests (Sand Equivalent)	Ea.	\$185.00
Geotechnical Engineer	Hr.	\$190.00
<u>Asphaltic Concrete</u>		
Batch Plant Inspection	Hr.	\$137.64
Asphaltic Concrete Placement	Hr.	\$137.64
Nuclear Gauge Equipment Fee*	Hr.	\$10.00
Bulk Specific Gravity (CTM 308/ASTM D2726)	Ea.	\$115.00
Lab Test Maximum Density (CTM 304)	Ea.	\$100.00
Rice Density (ASTM D2041)	Ea.	\$250.00
Asphalt Content (CTM 382/ASTM D6307)	Ea.	\$325.00
<u>Reinforcing Steel</u>		
Reinforcing Steel Inspection	Hr.	\$137.64
Review Mill Certificates	Hr.	\$137.64
Identify, Sample and Tag at Supplier's Shop	Hr.	\$137.64
Tensile/ Bend Tests (Sizes 3-8)	Ea.	\$150.00
Tensile/ Bend Tests (Sizes 9-11)	Ea.	\$190.00
Tensile/ Bend Tests (Size #14)	Ea.	\$280.00
Tensile/ Bend Tests (Size #18)	Ea.	\$280.00

**SCHEDULE CM SCOPE OF SERVICES
ATTACHMENT ONE FEES AND PAYMENTS
ATTACHMENT A
MATERIALS TESTING AND INSPECTION SCHEDULE OF FEES
COST/PRICING INFORMATION**

Subconsultant: Apex Testing Laboratories, Inc.		
<i>Item Description</i>	<i>Unit of Measure (UOM)</i>	<i>Unit Price</i>
Sample/Test Wire Mesh	Ea.	\$110.00
<u>Concrete</u>		
Concrete Mix Design Review	Hr.	\$158.65
Batch Plant Inspection	Hr.	\$137.64
Reinforcing Steel Inspection	Hr.	\$137.64
Concrete Inspection	Hr.	\$137.64
Concrete Sampling	Hr.	\$137.64
Concrete Sample Pick Up	Hr.	\$119.32
Concrete Cylinders Compression Test	Ea.	\$35.00
<u>Shotcrete</u>		
Shotcrete Mix Design Review	Hr.	\$158.65
Batch Plant Inspection	Hr.	\$137.64
Continuous Placement inspection	Hr.	\$137.64
Coring Shotcrete Sample Panels (Lab Prep)	Ea.	\$95.00
Shotcrete Core Compression Tests	Ea.	\$60.00
Shotcrete Sample Pick up	Hr.	\$119.32
<u>Pre-Construction Test Panel</u>		
Witness Fabrication	Hr.	\$137.64
Field Coring of Panels (12" Deep Core)	Ea.	\$185.00
Evaluation of Cores per ACI Grading Nozzlemen	Ea.	\$350.00
Core Compression Tests	Ea.	\$60.00
<u>Structural Steel Welding</u>		
Shop Welding Inspection -Days (VT-NDT)	Hr.	\$137.64
Shop Welding Inspection -Nights (VT-NDT)	Hr.	\$154.85
Field Welding/Erection Inspection (VT/NDT)	Hr.	\$137.64
High Strength Bolting (A325/A490)	Hr.	\$137.64
Metal Decking/ Shear Stud Inspection	Hr.	\$137.64
Miscellaneous Steel: Shop Welding	Hr.	\$137.64
Miscellaneous Steel: Field Welding	Hr.	\$137.64
Review Welding Documents	Hr.	\$137.64
Material I.D. to CMTRs at Fabrication Shop	Hr.	\$137.64

**SCHEDULE CM SCOPE OF SERVICES
ATTACHMENT ONE FEES AND PAYMENTS
ATTACHMENT A
MATERIALS TESTING AND INSPECTION SCHEDULE OF FEES
COST/PRICING INFORMATION**

Subconsultant: Apex Testing Laboratories, Inc.		
<i>Item Description</i>	<i>Unit of Measure (UOM)</i>	<i>Unit Price</i>
Sample/ Prep/ Test H.S. Bolts w/ Nuts & washers	Set	\$330.00
Sample/ Prep/ Test H.S. Anchor Bolts	Ea.	\$110.00
Sample/ Prep/ Test End-Welded Shear Studs	Ea.	\$110.00
Machine/ Test Unidentifiable Steel Shapes/ Plates	Ea.	\$110.00
Sample/ Test Base Plate Grout	Ea.	\$35.00
Spray-Applied Fireproofing (SAFP) Inspection/ Sampling	Hr.	\$137.64
Test SAFP (Dry Density)	Ea.	\$60.00
Sample Pick-Up	Hr.	\$119.32
<i><u>Drill and Epoxy Rebar or Anchor Bolts</u></i>		
Anchor/ Dowel Installation	Hr.	\$137.64
Anchor/ Dowel Proof Load Testing with Equip	Hr.	\$137.64
Locate Steel Non-Destructively (Pachometer)	Hr.	\$180.00
<i><u>Project Management</u></i>		
Project Manager	Hr.	\$198.30
Project Engineer	Hr.	\$158.65
Administrative/Clerical Support	Hr.	\$96.25
Final Affidavit of Inspection	Ea.	\$500.00
Travel Time to/ from Distant Location	Hr.	\$137.64
Vehicle Mileage Charge to/ from Distant Location	M	\$0.58
Per Diem for Distant Location Inspection	D	\$120.00
Subconsultant(s): Apex Testing Laboratories, Inc.		
<i><u>Minimum Hourly Charges</u></i>		
Show-Up Time	2 hours	
Inspection Services	4 hours	
Services overs 4 hours	8 hours	

**SCHEDULE CM SCOPE OF SERVICES
ATTACHMENT ONE FEES AND PAYMENTS
ATTACHMENT A
MATERIALS TESTING AND INSPECTION SCHEDULE OF FEES
COST/PRICING INFORMATION**

<i>Premium Charges added to Testing & Inspection Services Basic Rate: Basis of Charges</i>	
Weekdays	Basic Rate
Swing/Night Shift	1.125 x Basic Rate
Over 8 hours & Saturdays	1.50 x Basic Rate
Sundays/Holidays & Over 8 hours on Saturday	2.0 x Basic Rate

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**ATTACHMENT TWO
SCHEDULE CM SCOPE OF SERVICES
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 on **April 30, 2024**, 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	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Preconstruction Services	4
3	Construction Management	37
4	Quality Assurance and Quality Control (QA/QC)	37
5	Safety Management	36
6	Training, Testing, Start-Up, and Commissioning	36
7	Construction Inspections	36
8	Partnering, Claims and Disputes Management	35
9	Environmental Compliance Services	35
10	Acceptance and Closeout	39
11	Supplemental Services	Duration of Agreement

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**SCHEDULE CM SCOPE OF SERVICES
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
Ron Drake, PE	Sr. Project Manager	Management	2525 Snowcone Place Arroyo Grande, CA 93420 (510) 839-8972 (O) (805) 440-5777 (C) rndk@cowi.com
Jennifer Kegel	Project Controls Manager	Project Controls	555 12th Street, Suite 1700 Oakland, CA 94607 (562) 833-9113 (O) (206) 216-3933 (C) jekg@cowi.com
Dan McEwen	Quality Assurance Manager	QA	1809 Barrington St. Halifax, NS B3J 3K8, Canada (902) 407-8285 (O) dnme@cowi.com
Chris Orlandi, PE	Assistant Resident Engineer/ Safety Manager	Assistant Resident Engineer & Safety Manager	25B Vreeland Road, Suite 300 Florham Park, NJ 07932 973 670 2487(O) cdor@cowi.com
Jessica Rivas	Office Engineer	Office Engineer	555 12th Street, Suite 1700 Oakland, CA 94607 (562) 833-9113 (O) (510) 839-8972 jrvs@cowi.com

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

Team Member	Subconsultant Firm	Project Role	Contact Information
Dan Peluso	Cal Engineering & Geology, Inc.	Rim Stability Expert	6455 Almaden Expwy., Suite 100 San Jose, CA 95120 (925) 433-5018 (O) (408) 630-0089 (C) dpeluso@caleng.com
Jon Waggoner	Environmental Science Associates	Environmental Compliance Manager	2600 Capitol Ave., Suite 200 Sacramento, CA 95816 (916) 840-3047 (O) (916) 225-1109 (C) JWaggoner@esassoc.com

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

Team Member	Subconsultant Firm	Project Role	Contact Information
Steve Fox	GHD	Dam Construction Expert	999 Hay Street Perth WA 6000 Australia 61 8 6222 8415 (O) 61 408 053 867(C) Steven.fox@ghd.com
Dennis Schwartz	GHD	Reservoir Operations Manager / Operations / Hydraulics Expert	4550 Kruse Way, Suite 300 Lake Oswego, OR 97035 (360) 991-5394 (C) (971) 925-3745 (O) dennis.schwartz@ghd.com
Craig Camp	GHD	Tunnel / Geotech Expert	9370 Sky Park Court, Suite 140 San Diego, CA 92123 (858) 633-4805 (O) (619) 410-6328 (C) Craig.camp@ghd.com
Paul Henderson	GHD	Contract Administrator	669 Pacific Street Suite A San Luis Obispo, CA 93401 (805) 858-3142 (O) (805) 468-9927 (C) Paul.henderson@ghd.com
Joel Kantola	JCK Underground	Bid Documents / Constructability	25 Dorchester Avenue, #51549 Boston, MA 02205 (857) 294-1317 (C) kantola@jckunderground.com
Angel Ripepi	PMA Consultants	Scheduling	455 Market Street, Suite 1270 San Francisco, CA 94105 (213) 308-2125 (C) aripepi@pmaconsultants.com
Julius Strid, PE	Schnabel Engineering West, Inc.	Resident Engineer	16000 Christensen Rd., Suite 101 Seattle, WA 98188 (206) 573-5190 (O) (360) 520-0344 (C) jstrid@schnabel-eng.com
Matt Koziol	Schnabel Engineering West, Inc.	Risk Manager	12301 Research Blvd, Bldg. 4, Suite 150 Austin, TX 78759 (737) 236-5650 (O) (425) 652-9184 (C) mkoziol@schnabel-eng.com
Dave Cusack	Tanner Pacific, Inc.	Chief Inspector	2064 Mayfield Avenue San Jose, CA 95130 (909) 856-5734 (C) dcusack@tannerpacific.com

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

Team Member	Subconsultant Firm	Project Role	Contact Information
John Mahoney	Tanner Pacific, Inc.	Claims/Disputes Administration	4353 North First Street, Suite 100 San Jose, CA 95134 (925) 784-3972 (C) jmahoney@tannerpacific.com
Gilbert Williams	Tanner Pacific, Inc.	Tunnel Safety Manager	4353 North First Street, Suite 100 San Jose, CA 95134 (415) 819-8549 (C) gwilliams@tannerpacific.com
Olivia Nunez	The Thier Group	Public Relations Manager	3749 Buchanan Street, #475266 San Francisco, CA 94147 (408) 507-1430 (C) olivianunez1972@yahoo.com

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**SCHEDULE CM SCOPE OF SERVICES
ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products July 2017 version
FTP Link for Reference Materials No. 3 thru 15 listed below: https://fta.valleywater.org/fl/5q2uLY6RCD	
3	Anderson Dam Federal Energy Regulatory Commission Order Compliance Project, Project No. 91864005, Engineers' Report dated June 20, 2020 (refer to Valley Water Board Item 20-0544 dated June 23, 2020)
4	Valley Water's Capital Program Services Construction Manual (Under Revision – for general guidance only)
5	April 2019 Risk Management Status Report (April 19, 2019)
6	ADTP Draft 100% Contract Documents; Contract Documents issued for bid advertisement; and Conformed Contract Documents (to be provided after Contract awarded)
7	<i>NOT USED</i>
8	ADTP Construction Sequencing Plan TM (June 5, 2020) Draft
9	ADTP Geotechnical Data Report (May 1, 2020) Draft
10	ADTP Geotechnical Baseline Report (May 15, 2020) Draft
11	ADTP Landslide Monitoring and Mitigation Plan (May 22, 2020) Draft
12	ADTP Reservoir Rim Stability Evaluation (May 22, 2020) Draft
13	ADTP Naturally Occurring Asbestos (NOA) and Metals Evaluation Report (June 5, 2020) Draft
14	Construction Quality Control Inspection Plan (CQCIP), Chapter VII of FERC Guidelines (January 1993)
15	Anderson Dam Tunnel Project - High Level Construction Sequencing (Tentative)

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January 6, 2021

COWI North America
555 12th Street, Suite 1700
Oakland, CA 94607

Attention: Mr. Jack Gerwick, P.E., Vice President, West Region

Subject: Agreement No. A4418A with COWI North America, Inc. for Construction Management Services for the Anderson Dam Tunnel Project, Project No. 91864005

Enclosed please find a fully executed original copy of the aforementioned agreement between the Santa Clara Valley Water District, and COWI North America, which was approved by the Santa Clara Valley Water District Board of Directors on January 5, 2021.

Should you have any questions regarding the enclosed documents, please feel free to contact me by email at esans@valleywater.org, or by phone at (408) 630-2306.

Sincerely,


Eva Sans

Assistant Deputy Clerk II
Office of Clerk of the Board

Enclosure: (1)

cc: Board Records
Accounting Unit
Contract Admin Unit
Form 700 Processing Unit
Staff

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature X</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Mr. Jack Gerwick Vice President COWI North America 555 12th Street, Suite 1700 Oakland, CA 94607</p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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<p>Sent To</p> <p>Mr. Jack Gerwick</p> <p>Street and Apt. No., or PO Box No. 555 12th Street, Suite 1700</p> <p>City, State, ZIP+4® Oakland, CA 94607</p>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	