

**AMENDMENT NO. 1 TO AGREEMENT A4751A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND GHIRARDELLI ASSOCIATES, INC.**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A4751A (Agreement) dated April 25, 2023, between SANTA CLARA VALLEY WATER DISTRICT (District or Valley Water) and GHIRARDELLI ASSOCIATES, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, Consultant is currently providing construction management services for the Valley Water Coyote Creek Flood Management Measures Project (CCFMMP); and

WHEREAS, Valley Water desires to exercise its option to add construction management services for the Coyote Creek Flood Protection Project (CCFPP) which is located in the same geographic area of Coyote Creek as the CCFMMP, and is currently in the design phase; and

WHEREAS, for the purpose of this Amendment No. 1, the Coyote Creek Flood Management Measures Project (CCFMMP) and Coyote Creek Flood Protection Project (CCFPP), are referred to collectively, as Project; and

WHEREAS, the Parties desire to amend the Agreement to increase the Total Not-to-Exceed amount to add construction management services for CCFPP; to modify the Project Schedule for Consultant's performance considering the additional services to be performed; to modify the Agreement retention language; and to incorporate administrative changes.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement, Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. Standard Consultant Agreement, Section Four, Fees and Payments, subsection 1. Total Fixed Not-to-Exceed Fees, is amended to state as follows:

"1. Total Fixed Not-to-Exceed Fees

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

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funds attributed to that reduced or eliminated task may be reallocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.

- D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
 - E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
 - F. Automobile travel mileage expenses will be paid at the current Internal Revenue Services (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings."
2. Standard Consultant Agreement, Section Four, Fees and Payments, subsection 2. Consultant Invoices, is amended to state as follows:

"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) A description of the site where Services were performed, if applicable;
 - 4) The name of Valley Water staff requesting Services;
 - 5) The dates when Services were performed;
 - 6) Other direct charges and expenses by Service task;
 - 7) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in the Schedule(s), Attachment One, Fees and Payments, and/or Task Orders; and

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- 8) 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 draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, Consultant will email the complete, signed, and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.
- 1) The monthly progress report shall include:
- a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
 - b. A look-ahead schedule listing deliverables and activities planned for the next two months;
 - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
 - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
 - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;

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- g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
 - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall submit all invoices through Projectmates or other document control system designated by Valley Water. All inquiries regarding Projectmates must be directed to Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org).
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:
 - 1) Agreement number;
 - 2) Consultant Invoice number in the following format: Agreement Number followed by a three-digit consecutive numbering sequence and separated by a period. For example, A1234A.001, A1234A.002, etc.
 - 3) Full legal name of Consultant/Firm;
 - 4) Payment remit-to address;
 - 5) Invoice date (the date invoice is emailed);
 - 6) Detailed description of Services provided, including the "distribution account(s)" for those Services;
 - 7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and
 - 8) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.
- H. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice

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amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.

I. Invoice Disputes

- 1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant's submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item.
- 2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the dispute pursuant to the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

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

K. Consultant shall ensure that its personnel performing Services pursuant to this Agreement document their time doing so."

3. Standard Consultant Agreement, Section Four, Fees and Payments, Subsection 5. Retention, is amended to state as follows:

"4. Retention

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

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4. Standard Consultant Agreement, Section Eleven, Equal Opportunity, is amended to state as follows:

“1. Equal Opportunity Employer

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

2. Compliance with Applicable Equal Opportunity Laws

Consultant's policy must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

3. Investigation of Claims

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

5. Standard Consultant Agreement, Section Twelve, subsection 22. Appendices, is amended to state as follows:

“22. Appendices

The following list of Standard Consultant Agreement Appendices are incorporated

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herein by this reference as though set forth in full:

Appendix One - Additional Legal Terms (REVISED)
Appendix Two - Dispute Resolution (UNCHANGED)
Appendix Three - Task Order Template (REVISED)
Appendix Four - Insurance Requirements (REVISED)"

6. Standard Consultant Agreement, Appendix Three, Task Order Template, is amended as stated in Revised Standard Consultant Agreement, Revised Appendix Three, Task Order Template, attached hereto and incorporated herein by this reference.
7. Standard Consultant Agreement, Appendix Four, Insurance Requirements, is amended as stated in Revised Standard Consultant Agreement, Revised Appendix Four, Insurance Requirements, attached hereto and incorporated herein by this reference.
8. Schedule CM, Scope of Services, is amended as set forth in the Revised Schedule CM, Revised Scope of Services, attached hereto and incorporated herein by this reference.
9. Schedule CM, Attachment One, Fees and Payments is amended as set forth in Revised Schedule CM, Revised Attachment One, Fees and Payments, attached hereto and incorporated herein by this reference.
10. Schedule CM, Attachment Two, Schedule of Completion, is amended as set forth in Revised Schedule CM, Revised Attachment Two, Schedule of Completion, attached hereto and incorporated herein by this reference.
11. Schedule CM, Attachment Three, Consultant's Key Staff and Subconsultants, is amended as set forth in Revised Schedule CM, Revised Attachment Three, Consultant's Key Staff and Subconsultants, attached hereto and incorporated herein by this reference.
12. Schedule CM Attachment Four, Reference Materials, is amended as set forth in Revised Schedule CM, Revised Attachment Four, Reference Materials, attached hereto and incorporated herein by this reference.
13. All other terms and conditions of the Agreement A4751A, not otherwise amended as stated herein, remain in full force and effect.

(SIGNATURES FOLLOW ON NEXT PAGE)

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BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
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IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4751A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

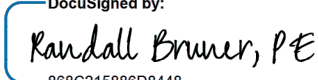
By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST: CANDICE KWOK-SMITH

Clerk, Board of Directors

GHIRARDELLI ASSOCIATES, INC.
Consultant

DocuSigned by:

By: _____
868C215886D8448...
Randall Bruner, PE
President/CEO

Date: 4/11/2025

Consultant's Address
6601 Owens Drive, Suite 155
Pleasanton, CA 94588

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AMENDMENT NO. 1 TO AGREEMENT A4751A

REVISED APPENDIX ONE EXHIBIT A FEDERAL REQUIREMENTS

1. Conflict of Interest for Future Services

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

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

2. Dispute Resolution

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

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

4. Task Order Approvals

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

5. Federally Required Clauses

Valley Water entered into a Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement with the U.S. Environmental Protection Agency (EPA) for the Project. The WIFIA

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**REVISED APPENDIX ONE
EXHIBIT A
FEDERAL REQUIREMENTS**

established a federal credit program (WIFIA program) authorizing EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects. All contracts issued for a project receiving a WIFIA loan are subject to federal requirements review as part of the WIFIA program's compliance monitoring responsibilities. Because the WIFIA loan proceeds may be used to pay for the Services rendered pursuant to this Agreement, Consultant is required to adhere to certain federal contract provisions, which are attached hereto as Exhibit A, Federal Requirements, to Revised Appendix One, Additional Legal Terms, and incorporated into this Agreement by this reference. Consultant agrees to adhere to such applicable Federal Contract Provisions.

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AMENDMENT NO. 1 TO AGREEMENT A4751A**REVISED APPENDIX ONE
EXHIBIT A
FEDERAL REQUIREMENTS****WIFIA FEDERAL COMPLIANCE REQUIREMENTS**

Projects receiving credit assistance must comply with all federal laws and regulations, including environmental compliance and other federal requirements. WIFIA borrowers have the prime responsibility for ensuring their staff and contractors comply with all Federal Requirements for a project. Consultant agrees to comply with the following Federal Requirements and impose these requirements on their subconsultants:

1. DEBARMENT AND SUSPENSION

Consultant certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be assessed at <http://www.sam.gov>. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

2. FEDERAL LOBBYING RESTRICTIONS (31 U.S.C. 1352)

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Consultant shall complete and submit the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Consultant shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

3. CIVIL RIGHTS OBLIGATIONS

Consultant shall comply with the following federal non-discrimination requirements:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C. 20000, *et. seq*)
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C. 6101 *et. seq*)

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**REVISED APPENDIX ONE
EXHIBIT A
FEDERAL REQUIREMENTS**

- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.

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**AMENDMENT NO. 1 TO AGREEMENT A4751A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED 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 Revised Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;
 - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;
 - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and
 - D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and
 - E. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fixed fees or at the hourly rates established in Revised Schedule CM, Revised Attachment One, Fees and Payments. Consultant agrees that it will provide all equipment and furnish all materials, except as may be otherwise noted in the Attachment A.

**AMENDMENT NO. 1 TO AGREEMENT A4751A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX THREE
TASK ORDER TEMPLATE**

4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].
5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]
 - A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Revised 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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**AMENDMENT NO. 1 TO AGREEMENT A4751A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

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

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

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

If your insurance broker has any questions about the above requirements, please advise him/her to email Valley Water Risk Manager at: RiskManager@valleywater.org

Certificates of Insurance

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

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

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 No. A4751A / PB No. VW0197**

IMPORTANT: The agreement or PB number must be included.

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REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

1. Certificate Holder shall be named as Additional Insured;
2. District agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to the Commercial General Liability, Automobile, and Workers' Compensation policies.

If Consultant receives any notice that any of the insurance policies required by this Revised Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Revised 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, District, at its option, may suspend payment for work performed and/or may order Consultant to suspend all Consultant's work at Consultant's expense until a new policy of insurance is in effect.

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement No. A4751A / PB No. VW0197**

IMPORTANT: The agreement or PB 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).

**AMENDMENT NO. 1 TO AGREEMENT A4751A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED 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:

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

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

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

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4. Workers' Compensation and Employer's Liability Insurance

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

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

General Requirements

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

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

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

- 2. Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
- 3. Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
- 4. Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
- 5. Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses

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and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

- 6. Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
- 7. Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
- 8. Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
- 9. Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
- 10. Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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**AMENDMENT NO. 1 TO AGREEMENT A4751A
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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 (\$5,000,000)	
	B.	Cancellation Endorsement	

Appendix Four ConsultantGL2AL2PL5_rev. 1.25.24/VW rev 4.10.25

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SCHEDULE CM SCOPE OF SERVICES

1. Representatives (CHANGED)

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

Monica Mendez, P.E. (Valley Water Project Manager)
Senior Engineer
Large Construction Projects Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Phone: (408) 630-2954
Email: MMendez@valleywater.org

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

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

Emmanuel Aryee, P.E.
Deputy Operating Officer
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3686

Phone: (408) 630-3074
Email: earyee@valleywater.org

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

Charles Krueger, P.E., QSD
Division Director – Bay Area
6601 Owens Drive, Suite 155
Pleasanton, CA 94588
Phone: (510) 867-4452
Email: charlie@ghirardelliassoc.com

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

SCHEDULE CM SCOPE OF SERVICES

Randall Bruner, P.E.
President/CEO
6601 Owens Drive, Suite 155
Pleasanton, CA 94588
Phone: (408) 930-3410
Email: randy@ghirardelliassoc.com

2. Scope of Services (CHANGED)

- A. The Schedule CM, Construction Management Scope of Services, Task 1 through Task 10, describes the professional construction management (CM) services to be performed by Consultant for the Valley Water Coyote Creek Flood Management Measures Project (CCFMMP), effective April 25, 2023.
- B. The option to amend the Agreement has been exercised through Amendment No. 1 and thereby this Schedule CM, Construction Management Scope of Services also describes the professional CM services to be performed by Consultant for Valley Water Coyote Creek Flood Protection Project (CCFPP), Task 11 through Task 20. The CCFPP is in the same geographic area of Coyote Creek San Jose as the CCFMMP.
- C. For the purposes of this Amendment No. 1, the Coyote Creek Flood Management Measures Project (CCFMMP) and Coyote Creek Flood Protection Project (CCFPP), are referred to collectively, as Project.
- D. Tasks 1 through 10, shall refer to the CCFMMP.
- E. Tasks 11 through 20, shall refer to the CCFPP.
- F. Unless, otherwise specifically stated, CM services cover the Project construction scope including but not limited to the following:
 - 1) Clearing and grubbing within the Project limits, including the removal and legal disposal of the designated trees, debris, and other miscellaneous items;
 - 2) Demolition, removal, and disposal/recycle of existing residential structures, other structures, concrete features, fences, rubble, and other debris within project limits;
 - 3) Sheet pile floodwall construction, including welding and use of specialized equipment to limit noise and vibration disturbance to nearby residents and properties, such as Giken Silent Piler equipment or equivalent;
 - 4) Coordination, data collection and monitoring of vibration of adjacent structures during construction;
 - 5) Structural concrete and rebar placement;
 - 6) Earthwork, including excavation and fill placement;
 - 7) Floodgate and flood door installation, including inspections and testing;

SCHEDULE CM SCOPE OF SERVICES

- 8) Glass floodwall construction (CCFMMP only), including welding;
- 9) Inspection and monitoring of aesthetic treatment installation on floodwall;
- 10) Coordination, monitoring and inspection of floodwall tie-in to existing bridges, including with Caltrans and City of San Jose;
- 11) Coordination with adjacent City of San Jose Coyote Creek Pedestrian Pathway and Bridge Construction Project;
- 12) Partial removal of existing Charcot Ave Bridge railing and overhang, and reconstruction of overhang including new bridge headwalls, and retrofit installation of carbon fiber reinforced polymer bridge soffit strengthening with all soffit work performed from a contractor designed suspended scaffolding with containment system or approved equivalent system (CCFPP only).
- 13) Furnish and installation of passive barrier flood protection systems such as FloodBreak Passive Flood Barriers or approved equivalent (CCFPP only).
- 14) Coordination and communication with private property owners and public agencies for which the work will occur on or near their property and as required to establish the temporary construction work zone.
- 15) Coordination, monitoring and inspection of existing utility relocation and protection;
- 16) Review, inspection and monitoring of Traffic Control Plan prepared by Contractor;
- 17) Inspection and monitoring of hydroseeding on banks and temporarily disturbed areas and revegetation;
- 18) Inspection and monitoring of plantings, mitigation plantings, in accordance with the Mitigation Monitoring and Reporting Plan, and other plantings during the contractor's establishment period;
- 19) Other miscellaneous construction work and items necessary to satisfactorily complete the demolition and construction work;
- 20) Protection of trees that are not identified to be removed;
- 21) Compliance with the National Pollutant Discharge Elimination System Construction General Permit, available online at https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.html, and implementation of the approved Stormwater Pollution Prevention Plan;
- 22) Compliance with the Project regulatory permits, copies of which will be provided to Consultant including but not limited to the California Department of Fish and Wildlife Lake and Streambed Alteration Agreement; San Francisco Bay Regional Water Quality Control Board Water Quality Certification Section 401; and Santa Clara Valley Habitat Plan compliance (including avoidance measures and BMPs). For Coyote

SCHEDULE CM SCOPE OF SERVICES

Creek Flood Protection Project, the US Army Corps of Engineers Section 404 Clean Water Act Permit (CCFPP only).

23) Compliance with Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) Loan monitoring and inspecting requirements for Coyote Creek Flood Protection Project (CCFPP only).

24) Replacement, in kind, of any existing landscaping that will be disturbed by construction activities. Any landscape, fences or structures, including access points, disturbed by construction shall be replaced in kind.

3. Project Objectives (UNCHANGED)

A. The primary objectives of the Project include:

- 1) Reduce the risk of flooding to homes, schools, businesses, and transportation networks from flood flows associated with a 20-year recurrence interval flood, approximately equivalent to the February 2017 flood event (pertains to CCFMMP and CCFPP).
- 2) Reduce the risk of flooding in San José as a result of water releases from Valley Water's Anderson Dam that may occur after construction of Valley Water's Anderson Dam Tunnel Project (ADTP), scheduled to be completed approximately November 2024 (pertains only to CCFMMP).

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

4. Project Background (CHANGED)

- A. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. Valley Water effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. One of Valley Water's most critical water supply facilities is the Anderson Dam/Reservoir, which is under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and California Department of Water Resources, Division of Safety of Dams and must meet their dam safety design standards.
- C. Pursuant to FERC's authority, for public health and safety reasons, on February 20, 2020, Valley Water received an Order from FERC to further reduce risks to public safety by implementing certain risk reduction measures for dam operation and design. The elements identified in this Scope of Services are necessary to be designed and constructed as avoidance and minimization measures in anticipation of the construction of Valley Water's Anderson Dam Tunnel Project (ADTP), and to prevent flooding within urbanized areas of

SCHEDULE CM SCOPE OF SERVICES

San José as a result of the water releases from the tunnel after November 2024. Valley Water created the CCFMMP in response to the FERC Order.

- D. CCFPP will construct all the remaining Coyote Creek flood protection elements within the Project geographic area that are necessary to convey flows similar to those that occurred during the February 2017 flood event and additional flows from the stage 2 diversion tunnel built as part of Anderson Dam Seismic Retrofit Project (ADSRP).
- E. Project construction schedule is estimated as follows:

Coyote Creek Flood Management Measures Project (CCFMMP):

Description	Dates
Milestone #1: Completion of all civil, special structures, plantings, and all associated work within the project area.	May 2023 – April 2025
Milestone #2: Completion of the three-year landscaping and plant establishment maintenance period.	December 2024 – November 2027

Coyote Creek Flood Protection Project (CCFPP):

Description	Dates
Milestone #1: Completion of all civil, structural, special structures, plantings, and all associated work within the project area.	June 2026 – September 2028
Milestone #2: Completion of the three-year landscaping and plant establishment maintenance period.	October 2028 – September 2031

5. Assumptions and Requirements (CHANGED)

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, Autodesk 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) Valley Water Standardization Requirements

SCHEDULE CM SCOPE OF SERVICES

- i. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
 - ii. Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.
- 4) **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.
- 5) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) including Valley Water's Construction Manual which has procedures, guidelines and work instructions for the performance of various Valley Water work. If requested, the Consultant will perform some of the contract tasks and/or subtasks in accordance with the QEMS framework. In such situations, Valley Water Project Manager (VWPM) will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 6) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.
- 7) **Document Control.** Consultant must utilize the document control system designated by Valley Water (Capital Project Management and Project Control's Program).
- 8) **File Exchange Service.**
- i. Consultant must utilize the file exchange service designated by Valley Water (Capital Project Management and Project Controls Program), accessible to all parties as designated by Valley Water, to facilitate communications.
 - ii. Consultant may need to coordinate with Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org) 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) Consultant must coordinate with and support Valley Water's Office of Communications in its lead role regarding community outreach.
- 2) Consultant will coordinate with Valley Water's Construction Services Unit regarding any inspection and monitoring of work.
- 3) Consultant will provide construction management services for Milestone 1 through 2 in accordance with Section 4.E. Project Background, from the First Charged Day as stated in the Notice to Proceed through Valley Water's issuance of Milestone 1 and 2 completion letters in accordance with the Contract Documents.
- 4) All Consultant on-site staff will complete Valley Water QEMS awareness training before preparing the Construction Management Plan. Consultant will administer the training from the link below and submit a list of the attendees:

<https://www.youtube.com/watch?v=IjgirRMTEoc>
- 5) Consultant may use a proprietary web-based portal for document control. The portal can also interact and utilize a traditional document control system. Consultant's web-based portal will also accommodate file exchange needs for the Project.
- 6) Constructability review and independent cost estimating services were provided by a Standard On-Call Consultant Agreement with OCMI, Inc. prior to award of this Contract.

6. Construction Management Phase Tasks

Task 1 - Project Management – CCFMMP (UNCHANGED)

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

- 1.1 Construction Management Work Plan (CMWP).** Consultant will prepare a CMWP in accordance with the scope of services and shall include an organization chart, a list of the roles and responsibilities of each team member as well as subconsultants and their staff, and the Consultant's approach to effectively manage and administer the Construction Contract including processes, procedures, techniques and methods to monitor the construction schedule and the Contractor's budget, communication protocols, document control and other administrative procedures. A construction specific Safety Management plan shall be included with the CMWP (refer to Task 5 Safety Management, 5.1 Safety Program).

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1.2 Construction Management Action Items and Decisions Log. Consultant shall establish and maintain a log of Construction Management Action Items and Decisions. This log shall document action items and concerns and issues throughout the term of the Agreement which require resolution by Valley Water and/or Consultant. The log shall contain significant construction management issues requiring a decision or action by Valley Water and/or Consultant. Review of the issue/action-tracking log shall be an agenda item at all meetings chaired by the Consultant. At a minimum, the log shall indicate:

- a. When the issue/action was first identified;
- b. A brief description of the issue/action;
- c. The party responsible for resolving the issue/action;
- d. The proposed resolution of the issue/action;
- e. The due date for resolution of the issue/action;
- f. The current status of resolution of the issue/action;
- g. The final resolution of the issue/action; and
- h. The date when the issue/action was resolved.

1.3 Construction Contract Monthly Progress Report. The Monthly Progress Report shall provide an overview of the construction activities and progress toward completion of the construction of the Project. The Report shall be submitted at the same time that the Consultant's monthly invoice for services is submitted.

1.3.1 The Report will summarize the status of the construction of the Project and incorporate the summary into a record of the construction progress, adjustments in contract cost and schedule, and an evaluation of Contractor's Quality Control, and will provide Valley Water with justification for monthly construction contract payment.

1.3.2 The report will provide a detailed breakdown for Contractor payment and status of RFIs and submittals, will inform Valley Water of the construction progress and will consist of summaries of:

- a. An assessment of actual versus planned progress in completing the work, including a description of the tasks, and deliverables completed to date;
- b. For each task, the percentage of services performed versus the percentage of Agreement not-to-exceed fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
- c. For each task, the percentage of the fees incurred for such task compared to the dollar amount allocated to such task;
- d. Identify costs to date and forecast to complete remaining tasks including staffing by task;
- e. Management Action Item and Decision Log to document action items, concerns, and issues throughout the term of this Agreement, which require resolution by Valley Water and/or Consultant;
- f. Disputes;
- g. Public outreach activities;
- h. Potential risk management issues and required actions;
- i. Photographs of ongoing work;

SCHEDULE CM SCOPE OF SERVICES

- j. Payment to date for each bid item, and monthly updated cost-loaded schedule (S-Curve);
- k. Status and logs of RFIs and submittals, including Consultant's response times;
- l. Summary of Contractor's quality control activities;
- m. Status of Contract Documents Clarification;
- n. Status and logs of Potential Change Order, Directed Change Order, Change Order and budget;
- o. Summary of trends and/or potential risk costs;
- p. Potential disputes or claims;
- q. Public outreach issues; and
- r. Any changes in Consultant's key staff or subconsultants.

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

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

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

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

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

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

1.7 Neighborhood Communications. Consultant will assist Valley Water with neighborhood communications with communication strategies that may include message planning,

SCHEDULE CM SCOPE OF SERVICES

proactive positive communication and building strong relationships within the community, working with Valley Water's neighborhood communications staff to monitor Contractor activities, and assist with responses to inquiries from neighbors. Consultant will report on these activities in the monthly progress report. Consultant will:

- 1.7.1 Assist Valley Water with maintaining positive relationships with the neighborhoods surrounding the project site and effectively communicate issues related to the impacts of construction; track, manage, and respond to public inquiries and complaints, using a public web-based software program acceptable to Valley Water.
- 1.7.2 Assign a contact person to assist Valley Water in providing information for public interface to quickly address any complaints and answer any questions that may arise.
- 1.7.3 Immediately direct any public and media inquiries to Valley Water's assigned Public Information Representative.
- 1.7.4 Immediately inform Valley Water's Project Manager of any and all interactions with the public and media (e.g., if approached at the construction site, if received a phone call, etc.).
- 1.7.5 Provide construction status, schedule updates and relevant technical information as required by Valley Water; provide updates on status of outreach inquiries at weekly progress meetings and summarize outreach issues and decisions in Construction Contract Monthly Progress Report. Provide monthly photos of the construction site to Valley Water's Project Manager and Public Information Representative for use on the Project website, social media accounts and other outreach materials.
- 1.7.6 Monitor sensitive neighborhood issues, including but not limited to, noise, dust, vibration, Contractor's working hours, truck traffic, Contractor deliveries, and off-haul of debris.

1.8 Project-Specific Subtasks

- 1.8.1 Not Used.

Task 1 - Deliverables

- 1. Construction Management Work Plan (Draft and Final)
- 2. Monthly Invoice
- 3. Monthly Progress Report to be provided with Monthly Invoice
- 4. Construction Contract Monthly Progress Reports
- 5. Construction Management Action Item and Decision Log
- 6. Construction status, schedule updates, and relevant technical information
- 7. Attendance at One-on-One Meetings, Construction Management Meetings, and Workshops
- 8. Weekly or Bi-weekly Meetings/Conference Calls attendance and notes. Frequency of meetings and calls will be at Valley Water's discretion
- 9. Meeting Agendas, Minutes and Action Items List

SCHEDULE CM SCOPE OF SERVICES

10. Outreach materials such as graphic images
11. Provide information regarding neighborhood inquiries or communication to Valley Water's neighborhood liaison
12. Report containing information regarding neighborhood issues, noise, dust, vibration, contractor working hours, truck traffic, deliveries, and off-haul of debris

Task 1 - Assumptions

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

Task 2 - Preconstruction Services – CCFMMP (UNCHANGED)

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

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

2.2 Preconstruction Conferences

- 2.2.1 The preconstruction conference serves as a kick-off for construction of the Project. Prior to the preconstruction conference, it will be issued to the Contractor.
- 2.2.2 Organize and conduct preconstruction conferences with Valley Water Project staff, the Valley Water Contracts and Support Unit, Contractor, and applicable federal, state, local, and other regulatory agency representatives, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. The first conference will serve as a kick-off meeting for construction of the Project. Valley Water will provide a list of invitees.
- 2.2.3 Review and become familiar with the construction Contract Documents, including, but not limited to, performing field site visits, conferring with Valley Water staff on the intent of and details for the Project, and developing a list of required Contractor submittals.
- 2.2.4 Participate in the preconstruction conference with Valley Water and prepare an agenda and meeting minutes for distribution.
- 2.2.5 Develop agenda to discuss Project requirements, constraints, and construction procedures that consist of:

SCHEDULE CM SCOPE OF SERVICES

- a. Reinforce the goals of the Project;
- b. Review the rules for working within Valley Water's right of way, including within temporary rights of way secured by Valley Water;
- c. Permit requirements, quality control, site safety, site security, and maintaining Valley Water's good-neighbor policy;
- d. Review the checklist of activities that must be confirmed before Contractor's construction activities may begin such as: layout of Contractor's offices, construction staging, sequencing of the work, submittal and RFI processes, change order processes, and cooperation of Contractor with Valley Water operations staff; and
- e. Specific location, and environmental, access, and other site limitations.

2.2.6 Record draft and final meeting minutes and, upon Valley Water approval, distribute minutes to attendees.

2.3 Project-Specific Subtasks

2.3.1 Not Used.

Task 2 - Deliverables

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

Task 2 - Assumptions

- 1. Valley Water will provide the most current Construction Contract Documents to Consultant immediately after this Agreement has been executed by both Parties.

Task 3 - Construction Management – CCFMMP (UNCHANGED)

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

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

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

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payments. Consultant will:

- 3.1.1 Provide effective, efficient, and coordinated communications as necessary among all the participants in the Project, including but not limited to VW staff, Contractor and Subcontractors, City staff, and property owners, by directing all communications through the Consultant's representative at the project site, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Participants include, but are not limited to, Contractor and Valley Water.
- 3.1.2 Serve as the primary point of communication for coordination between the Contractor, Valley Water, and other parties; receive Contractor correspondence, prepare draft responses, and transmit Valley Water-approved responses. Consultant will document all such coordination and communications in the coordination and communications report.
- 3.1.3 Establish and maintain a log of construction risk management issues, action items and decisions, such as Construction Risk Management Issues, Action Items and Decisions. The log will contain risk management issues, consisting of safety, contract compliance, schedule, cost, coordination, and potential disputes requiring a decision or action by Valley Water, Consultant, Contractor, and/or other entity or party. Review of the issue/action-tracking log will be an agenda item on all regular weekly Progress meetings. At a minimum the log will indicate for each issue/action:
 - a. When the issue/action was first identified;
 - b. A brief description of the issue/action;
 - c. The party/parties responsible for resolving the issue/action;
 - d. Proposed resolution of the issue/action;
 - e. The due date for resolution of the issue/action;
 - f. The current status of resolution of the issue/action;
 - g. The final resolution of the issue/action; and
 - h. The date when the issue/action was resolved.
- 3.1.4 Establish, implement, and manage a master calendar of all significant events and meetings for the construction. The Master Calendar will be accessible electronically by all team members.
- 3.1.5 Establish, implement, and maintain a master Project directory listing all Project participants, their roles on the Project, addresses, phone numbers, email addresses, and other pertinent information. The master Project directory will be accessible electronically by all team members.
- 3.1.6 Initiate correspondence with and respond to correspondence from Contractor, Valley Water, and other entities as may be required to assist in administering the Project.
- 3.1.7 Provide drafts of all project-related correspondence to Valley Water as required for approvals.

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3.1.8 Provide written correspondence and required responses to correspondence to Valley Water's Project Manager within two (2) business days after receipt of the copy of the Contractor's correspondence unless response time is extended per Valley Water's approval.

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

3.2.1 Organize and conduct regular weekly Progress Meetings with Contractor, Valley Water, and other participants as necessary to discuss construction progress and planned work, coordination with Valley Water operations, submittals, RFIs, construction issues, safety concerns, potential change orders.

3.2.2 Organize and conduct all periodic and special meetings to resolve issues with Contractor, utilities (e.g., PG&E, San Jose Water Company, Comcast, Chevron), regulators, and local agencies having jurisdiction (Bay Area Air Quality Management District, etc.), Valley Water operations and maintenance staff and contractors, and any other participants as necessary and appropriate.

3.2.3 Identify construction, safety, compliance, schedule and/or cost, coordination and potential dispute issues and recommend an approach for resolving issues.

3.2.4 Prepare agendas, and produce meeting minutes with a summary of meeting discussion, action items and decision logs; and

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

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

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

3.3.1 Maintain complete, current files utilizing Valley Water's Project directory on all construction-related records including correspondence, construction and public outreach photographs, public outreach tracking inquiries, project files, submittals,

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shop drawings, requests for information, Contract Documents clarification, potential change order documentation, directed change order documentation, change order and potential change order documentation, issue/action tracking log, claims, nonconformance reports, stop-work notices, daily inspection diaries, weekly inspection summary report, field memos, claims management files, warranty/guarantee files, as-built drawings and specs, shop drawings, training plan, qualification records, material test reports, construction payment estimates and records, certified payrolls, manpower utilization reports, insurance, bonds, status reports and meeting minutes, all in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate.

- 3.3.2 Establish a secure on-site document management system for the timely logging, filing, and tracking of construction-related correspondence to assure timely responses, and to enable efficient retrieval and establish the chronology of events.
 - 3.3.3 Procure, develop, and maintain a secure, internet-based communication system which can be asked to share information among team members and track construction communication by date, subject, and status and contract specification number.
 - 3.3.4 Allow the use of the internet-based communication system to connect the construction controls system to the project site, central construction personnel, and Valley Water managers.
 - 3.3.5 Provide, as part of the secure internet-based communication system, three levels of access as follows:
 - a. Level 1 - accessible to Contractor, Consultant, and Valley Water (read only and transmit): information such as issued change orders, requests for information which have been responded to, signed correspondence transmitted between Consultant and Contractor, returned submittals, and certain construction-related information as deemed appropriate by Valley Water and Consultant;
 - b. Level 2 - accessible only to Valley Water and Consultant: information accessible according to Level 1, plus all construction-related information as deemed appropriate by Valley Water and Consultant; and
 - c. Level 3 - as determined by Valley Water.
 - 3.3.6 Provide training for Valley Water, Consultant, and Contractor as appropriate for proper use of internet-based communication system.
 - 3.3.7 Provide copies of all project-related correspondence to Valley Water as required.
 - 3.3.8 At completion of the construction, provide the complete Project database of construction management documentation to Valley Water in a format that does not need the internet-based system to review.
- 3.4 Record Documents.** Consultant will maintain a set of Contract Documents recording all the addenda, design clarifications, and other modifications implemented during the construction. At the conclusion of the construction, the Consultant will combine this

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information with additional documentation from the Contractor's as-built drawings. These compiled specifications and drawings will provide a complete field record of the Contract Documents and their revisions.

- 3.4.1 The Consultant will provide its own Record Documents, which are the marked-up plans and specifications, to Valley Water, who will use them to update Valley Water's Contract Documents and create Owner Record Drawings for the Project. The Consultant's documents will be accurate and complete as they are a critical Project record for Valley Water's ongoing maintenance and operations activities.
- 3.4.2 Consultant will, throughout the construction and otherwise as appropriate during individual phases of construction:
 - 3.4.2.1 Maintain a control and record set of plans and specifications with any changes as a result of RFIs, Potential Change Orders, Directed Change Orders, Change Orders, or field memos.
 - 3.4.2.2 Verify on a monthly basis the accuracy and completeness of the Contractor's records against the control and record set of plans and specifications.
 - 3.4.2.3 Review and maintain records of marked-up as-built drawings and specifications so that the Record Documents will be consistent with the construction in progress; the marked-up as-built drawings and specifications will be neat, clean, and accurately reflect work as constructed. The marked-up as-built drawings will include accurate graphical representations of construction changes, including redlines, detailed drawings, sketches, callouts, and notes. The marked-up specifications will include redlines and text describing the specific changes. Just referencing RFIs, submittals, design clarifications, or change order documents on the marked-up as-built drawings and specifications will not be sufficient or acceptable.
- 3.4.3 After confirming the completeness, coordinate the transmittal of Record Documents to Valley Water.
- 3.4.4 Secure from Contractor, after confirming the completeness, review of compliance with the Contract Documents, and transmit to Valley Water the required guarantees, warranties, bonds, waivers, all keys, manuals, as-built drawings, maintenance stocks, and originals of all other Contract Documents and papers, including correspondence.
- 3.5 Quality Assurance/Quality Control Program (QA/QC Program).** Consultant will develop and implement a QA/QC program. The objective of the Consultant's QA/QC Program is to document the Consultant's procedures so that the Consultant's services and deliverables meet Valley Water requirements and accepted practices and standard of the Consultant's profession, and also to monitor and report whether Contractor is in compliance with the Contract Documents and permit requirements.
 - 3.5.1 Consultant will develop a Quality Management Plan (QMP) detailing how quality

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

- 3.5.2 The first step in employing the standards outlined in the QMP will be to educate those individuals who will be involved in the Project, both at the outset and throughout the life of the Project. Consultant will conduct an initial orientation and follow that training with periodic re-training for new team members and specific quality-oriented training for critical topics. Consultant will develop a statement that will be signed by all team members, including all subconsultants, that conveys that the individual is aware of the QMP, has reviewed it and is committed to following it for all aspects of their work.
- 3.5.3 The QA/QC Program will address all aspects of the Consultant and Contractor's work requirements. Consultant will:
 - 3.5.3.1 Perform thorough QC and QA inspections to identify and address potential defects in construction. Both Contractor's QC and QA inspections provided by the Consultant will be documented in daily reports, tests and certifications to provide confirmation of work quality. To document work quality, the Contractor's QC report will be submitted monthly and the Consultant's inspection reports will be logged into the DCS daily. The materials and specialty inspection tests reports will be provided to the Consultant by testing agencies as they are performed and then entered into the DCS.
 - 3.5.3.2 Develop, coordinate, manage, and implement a QA/QC Program identifying the roles of the Contractor and Consultant on QA/QC that includes policies and specific inspection procedures, to monitor and report whether construction is performed according to the construction Contract Documents, as well as in compliance with applicable codes, standards, and regulations.
- 3.5.4 Establish the Field Quality Assurance Program, including development of a Field Quality Assurance Manual (FQAM), to provide procedures and guidelines to enforce Contractor's QA/QC activities, and to monitor and report whether construction is performed according to the construction Contract Documents, as well as in compliance with applicable codes, standards, and regulations.
 - 3.5.4.1 Develop and implement as part of the Field Quality Assurance Program the procedures and guidelines that consist of:
 - a. Review and approval of Contractor's QA/QC Plan;
 - b. Field design change control;
 - c. Monitoring of special processes;
 - d. Material control;

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- e. Inspections; special and specialty inspections;
- f. Verification and calibration of measuring and test equipment;
- g. Quality assurance records;
- h. Control of deficiencies;
- i. Control of nonconformance; and
- j. Intermediate and final surveys.

3.5.4.2 Establish the Field Quality Control Program, including development of a Field Quality Control Manual, to describe the methods for conducting and verifying the required Special Inspections and tests are performed according to the construction contract drawings and specifications, as well as in compliance with applicable codes, standards, and regulations.

3.5.4.3 Develop and implement as part of the Field Quality Control Program the methods for inspections and verifications that consist of:

- a. Inspection of civil work, including excavation and backfill, pile driving, concrete construction, and paving;
- b. Inspection of structural work;
- c. Special and Specialty Inspections.

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

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

3.6 Project-Specific Subtasks

3.6.1 Not Used

Task 3 – Deliverables

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

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Task 3 – Assumptions

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

Task 4 - Construction Administration and Change Management – CCFMMP (UNCHANGED)

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

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

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

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

- 4.2.1 Review Valley Water's Contract Documents Clarifications (CDCs), provide

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technical input, and provide comments related to conformance of the CDCs with the original design concept, the drawings, and the specifications, and to log these CDCs in the construction contract monthly progress report to Valley Water.

- 4.2.2 Evaluate the contractual basis of the CDCs, and determine, in consultation with Valley Water, if a CDC may result in a potential change order.
- 4.2.3 Upon Valley Water's approval, issue CDCs or PCOs as appropriate.
- 4.2.4 If PCOs are issued, request Contractor prepare a proposal to perform the PCO work.
- 4.2.5 Prepare and reconcile with Valley Water, Consultant's independent cost estimate and schedule analysis for PCO work; Consultant's independent cost estimate and schedule analysis will be signed and dated by the individual who prepared the estimate.
- 4.3 Potential Change Orders.** For each PCO, Consultant will log the PCO activities as appropriate in the construction contract monthly progress report and will:
 - 4.3.1 Receive Contractor's proposal and perform technical analysis for negotiation on entitlement and if necessary, final terms and price.
 - 4.3.2 Analyze Contractor's requests for time extensions with analytical software; generate an independent fragnet schedule; and prepare findings of fact for extending or not extending time.
 - 4.3.3 Perform an independent cost estimate for the Change Order work and verify the reasonableness of the change order with field work status and inspection reports.
 - 4.3.4 Compare and evaluate Contractor's proposal with Valley Water's cost estimate and schedule analysis.
 - 4.3.5 Upon Valley Water's approval, negotiate with Contractor the cost and any time extensions associated with the PCO work; if mutually agreeable terms cannot be negotiated in a Change Order, submit to the Valley Water Project Manager all pertinent facts and a recommendation of what action should be taken.
 - 4.3.6 For any Change Order on which agreement has not been reached on the entitlement to, or amount of equitable adjustment, prior to commencing work, Consultant will inspect Contractor performance, and make detailed records of equipment, material, and labor utilized, the impact of changed and unchanged work, and other data or information pertinent to a possible determination of the amount of equitable adjustment of contract price and time of performance.
 - 4.3.7 For any Change Order on which agreement has been reached, prepare a change order package for approval and execution by Valley Water and Contractor. For each change order package, prepare and submit to Valley Water, a Change Order Negotiation Memorandum. The Memoranda will document:

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- a. Scope of the change;
 - b. Reason for the change;
 - c. Contractual basis meriting or not meriting the change;
 - d. Price reasonableness of the change;
 - e. Agreed cost and time modifications; and
 - f. Other information regarding the Change Order, as relevant and appropriate.
- 4.3.8 Issue Directed Change Order to Contractor for the purpose of unilaterally modifying the Contract Documents if:
 - a. Contractor fails to submit a proposal for PCO work within the time specified;
 - b. When Valley Water and Contractor cannot agree on entitlement to, or the terms and conditions of PCO work within a reasonable amount of time as determined by Valley Water and Consultant; or
 - c. When in the judgment of Valley Water, it is impractical because of the nature of the change or for any other reason, such as the best interests of Valley Water or the public, for Valley Water and Contractor to determine and agree on the costs and schedule impacts before the change must be performed.
- 4.3.9 Prepare a draft Directed Change Order with a cover letter for the Valley Water Project Manager's approval before issuing.
- 4.3.10 Negotiate with Contractor mutually acceptable terms and conditions of a Change Order to replace a Directed Change Order, if deemed appropriate by Valley Water.
- 4.4 Construction Change Order Management System.** Consultant will establish and implement a Construction Contract Change Order management system to track the status of proposed and executed changes in the work of the Contractor, in a format acceptable to, or prescribed by, Valley Water. In the Monthly Progress Report, Consultant will prepare and distribute a Change Order Report. The Report will list all Valley Water's approved and pending Change Orders by identification number (ID), provide a brief description of the Change Order work, indicate the Consultant's independent estimate of the value of the Change Order, and state the cost proposed by the Contractor or negotiated for the Contractor change.
 - 4.4.1 Consultant will maintain a record of all modifications to the Contract Documents and submit copies to Valley Water with Monthly Report.
 - 4.4.2 Consultant will keep Valley Water informed of potential changes. All changes affecting Project design, quality, schedule, or costs are subject to approval by Valley Water.
- 4.5 Submittal Process.** Consultant will develop for Valley Water's approval a procedure for review and approval of the submittals. The Project design requires specialized materials, equipment, and performance of tasks which are specified in the Contract Documents. The submittal process will provide an understanding between the Contractor, Valley Water, and the Consultant of the acceptability of products or procedures proposed by the Contractor.

Upon approval of the submittal procedure, Consultant will coordinate and manage the submittal review process and hold all parties, including Consultant, accountable and

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

- 4.5.1 Product information or proposed procedures will be submitted to the Consultant and processed with reviews by Valley Water, and the Consultant. Submittals will be reviewed and stamped (approving or not approving) in accordance with the Contract Documents, with the comments provided. Submittals not meeting specification requirements will be returned to the contractor for correction. Complete submittals when approved will be distributed to all parties and provide for a common understanding of the acceptable materials to be incorporated into the construction. Consultant's review of all submittals will be in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Consultant will, as part of the submittal log, review Contract Documents and prepare anticipated submittal list.
 - 4.5.2 Receive, log, confirm compliance with submittal requirements, and distribute for review, and monitor the submittals to achieve timely return to Contractor;
 - 4.5.3 Review submittals for format, compliance, and general completeness prior to forwarding to Valley Water;
 - 4.5.4 Forward or return all submittals within two (2) business days from time of receipt by Consultant;
 - 4.5.5 Prepare the submittal tracking log in accordance with Valley Water standards;
 - 4.5.6 Maintain a computerized submittal base showing submittal number, description, date received, dates forwarded to and returned from Valley Water, date returned to Contractor and approval status;
 - 4.5.7 Develop a tracking procedure to enable follow-up on the status of materials and equipment through the entire duration of the construction;
 - 4.5.8 Develop lists and monitor status of manufacturer's certificates, services, spare parts, manuals, and warranties;
 - 4.5.9 Receive, log and file manufacturer's certificates, including warranties; review for compliance with Contract Documents; and
 - 4.5.10 Receive, log, and turn over spare parts to Valley Water.
- 4.6 Request for Information (RFI) Process.** Consultant will coordinate and manage a formal Request for Information (RFI) review and approval process. RFIs submitted by the contractor will be processed into the DCS by the Consultant and routed to Valley Water for information and comment. The review comments of the Consultant and Valley Water will be coordinated, and a response logged into the DCS and provided to the Contractor. All RFIs will be included in the Weekly or Bi-weekly meeting/Conference Call notes by

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Consultant in an RFI log, and all documents related to the RFI will be kept in the Project Documents.

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

4.6.1.1 Receive, review, analyze, log and distribute for review, and monitor the RFIs to achieve timely return to Contractor;

4.6.1.2 Determine required response return date to avoid Contractor delay;

4.6.1.3 Track the status of all RFIs and advise Valley Water of unusual site conditions affecting RFI review;

4.6.1.4 Review RFIs for appropriateness, format, content, and completeness prior to forwarding to Valley Water; and

4.6.1.5 Forward or return all RFIs within three (3) business days from time of receipt by Consultant.

4.6.2 Develop and maintain a computerized RFI database stating RFI number, general description, date received, responsible party or parties, dates forwarded to and returned from party or parties, date returned to Contractor, and disposition status; continually monitor status of RFIs to ensure timely responses and/or compliance with contract-specified response deadlines, as applicable.

4.6.3 If an RFI is a request for a change, or a response to an RFI results in change, provide input based on the contractual merit of the request or response.

4.6.4 Monitor status of responses for compliance with agreed or contract-specified turn-around times.

4.6.5 Track reasons for each RFI including unforeseen conditions, design issue, and whether the RFI is answerable in existing Contract Documents.

4.7 Contract Compliance Verification. The Consultant will administer the construction Contract Documents to verify contractor compliance with its terms and conditions including prosecution and progress of work, quality control administration, daily documentation of work, and measurement and payment. Consultant will:

4.7.1 When necessary and appropriate, consult and coordinate with Valley Water regarding interpretation of the Contract Documents; notify Valley Water in writing in cases of disagreements regarding such interpretations that require resolution. Consultant will analyze such disagreements and provide input to Valley Water.

4.7.2 Verify Contractor-obtained permits, licenses, insurance, bonds, warranties, and guarantees in accordance with the Contract Documents.

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4.7.3 Monitor and verify that all documentation required from Contractor is received in a timely manner and that Project records are complete.

4.7.4 Review and document compliance with the Contract Documents.

4.8 Construction Schedule Monitoring. Consultant will manage contract time through the implementation of Project controls on the construction schedule as follows:

4.8.1 Consultant will thoroughly review the Contractor's preliminary and baseline construction schedules prior to commencement of work to verify that the full scope of construction work is included and properly sequenced, and that adequate time is provided for the performance of construction activities.

4.8.2 Detailed monthly reviews and monitoring of Contractor's construction schedule and progress will provide early feedback on deviations from the baseline schedule and identify trends which could lead to construction delay.

4.8.3 To validate the construction schedule for measuring work progress, the Consultant will confirm the schedule updates provided by the Contractor are consistent with the work actually performed.

4.8.4 In order to maintain an accurate accounting of construction time from the issuance of the Notice to Proceed to completion of the Project, each schedule update will be compared with previous submissions, noting its progress compared to observations of current and planned work activities.

4.8.5 Negotiated adjustments in contract time and schedule will be evaluated by analyzing each PCO and change order for its impact.

4.8.6 Include and evaluate rain delays, work disruptions and other impacts to contractor's schedule for adjustments to construction completion.

4.8.7 Incorporating the baseline schedule with the time adjustments made during change management will provide a basis for evaluating timely completion, evaluating potential assessment of liquidated damages, and the resolution of potential claims.

4.8.8 Review construction baseline schedule and monthly updates for conformance with the Contract Documents with regard to activity sequencing, logic, milestones, constraints, etc., in accordance with the Valley Water Construction Manual and Consultant's CM best practices as applicable and appropriate; check for proper preparation and accuracy of the Contractor's schedule and recommend acceptance or rejection to Valley Water.

4.8.9 Review monthly construction schedule updates and evaluate progress and associated effect on construction cost.

4.8.10 Monitor and verify actual start and finish dates.

4.8.11 Verify individual activity duration and sequencing through comparisons with daily inspector's reports.

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- 4.8.12 Identify critical and sub-critical activities, including Valley Water operational requirements; check that Work is scheduled in an acceptable sequence with reasonable manning, and includes appropriate time for shop drawing preparation, review, material fabrication and shipping, complete installation, finishing, and delivery of third party's material and equipment; verify that all submittals are included in the schedule and that schedule indicates milestone completion for each separate portion and/or phase of Work.

- 4.8.13 Review activities that interface or tie-in within the same construction contract, or with other construction contracts or Valley Water activities to facilitate adequate preparation for the coordination of these interfaces or tie-ins.

- 4.8.14 Verify that initial schedules submitted by Contractor pending complete schedule submittal are adequate to pursue initial construction work.

- 4.8.15 Conduct a pre-schedule submission meeting with Contractor to inform the Contractor of its Contract responsibilities regarding the development and submission of the preliminary and baseline schedules.

- 4.8.16 After prior approval by the Valley Water Project Manager, Consultant will require Contractor to prepare and submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to demonstrate completion of the Work within the contract time. Consultant will review Contractors' Recovery Schedule for compliance with the Contract Documents and coordination with the overall Project and submit it to the Valley Water Project Manager with written recommendation for acceptance or rejection as part of the Construction Contract Monthly Progress Report.

- 4.8.17 On a monthly basis as part of the Construction Contract Monthly Progress Report, review the progress of construction, evaluate the percentage complete of each construction activity as indicated in the Contractor's Updated Schedule, review such percentages with Contractor, and prepare Construction Schedule Report. The Construction Schedule Report will be included in the Construction Contract Monthly Progress Report to be prepared by Consultant and distributed to Valley Water.

The report will include narrative and schedule summary of construction completed to date and indicate the actual progress compared to scheduled progress and will address any significant deviations from the most recently approved schedule. Consultant will advise and make recommendations to Valley Water concerning actions required to keep the Project on schedule.

- 4.8.18 After Valley Water's acceptance, use the accepted Contractor's Updated Schedule to monitor progress. When significant changes are made to the Contract Documents or when time extensions are granted, Consultant shall direct Contractor to immediately revise the schedule based on the changed conditions. Progress payments can be withheld if Contractor has not furnished an acceptable schedule or revision to the schedule.

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- 4.8.19 Review and complete an analytical program run on the Contractor schedule updates which are required to be submitted with each request for payment; and monitor the progress of Contractor relative to established schedules and recommend approval/disapproval of each schedule update as part of the Construction Contract Monthly Progress Report.
 - 4.8.20 Develop system/methods for overseeing progress achieved by Contractor; the system should compare actual progress to the master construction schedule, as modified. Consultant will document this method as part of the Construction Contract Monthly Progress Report. The schedule oversight system should take into consideration progress of construction, staffing levels, progress payments, submittal status reports, phasing, or any other time sensitive activities. Consultant should constantly be aware of the status of actual construction progress as compared to planned progress.
 - 4.8.21 Evaluate potential delays and advise Valley Water accordingly. Consultant will highlight such matters during each weekly progress meeting.
 - 4.8.22 Observe the Contractor's progress with the construction and evaluate whether completion will occur within the specified time and will conform with the requirements of the Contract Documents. If a delay in the construction is identified or it appears that the construction is not progressing such that the construction can be completed within the specified time, or if the construction is beyond the completion date and still not complete, inform Valley Water promptly, in writing, giving details of pertinent facts, applicable Contract Documents provisions including an assessment of the impact of the delay and a determination if the delay is excusable or not, and recommend appropriate course(s) of action to overcome or mitigate the delay and Consultant's recommendation as to action to be taken by Valley Water.
 - 4.8.23 If delays continue and it appears likely that the Contractor is not cooperating in correcting the problem, Consultant will immediately consider and recommend appropriate contract enforcement actions to Valley Water.
- 4.9 Contractor Invoices and Payment Recommendations.** Consultant will review the Contractor's proposed Schedule of Values for reasonableness and ease of monitoring in processing payments. Changes will be negotiated as needed to provide for accurate valuation, ease of verification and processing payments. Once approved, the schedule of values will be entered into Valley Water standard payment forms and submitted for Valley Water approval. The approved payment form will be used by the Consultant and Contractor in preparing monthly payment requests. The progress payments will incorporate Contract Documents changes, payment for materials on hand, and retentions withheld.
- 4.9.1 Each month the Consultant will review the progress payment with the Contractor to confirm progress of the work and its conformance with the Contract Documents and will document its work in the Monthly Progress Report.
 - 4.9.2 Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:

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- 4.9.2.1 Review the Contractor's initial cost breakdown (Schedule of Values) for reasonableness and ease of monitoring; examine the Schedule of Values to verify no front-loading; that the Work is sufficiently itemized to determine appropriate progress payments; and the Work item values are realistic;
- 4.9.2.2 Provide an independent assessment of progress, quantities of materials placed based upon acceptability of work;
- 4.9.2.3 Verify Contractor has updated record drawings and provided monthly construction schedule update;
- 4.9.2.4 Review applications for payment with Contractor for compliance with Contract Documents requirements and verify that payment requested comprises payment due based on work completed as related to the schedule of values, and materials and equipment furnished but not incorporated into the Work;
- 4.9.2.5 Prepare payment recommendations, and submit Contractor's invoices with payment recommendations to Valley Water;
- 4.9.2.6 Provide contract compliance support which includes checking certified payrolls, monitoring SBE performance (if applicable), and monitoring contractor's certificates of insurance;
- 4.9.2.7 Prepare monthly progress payment using Valley Water's standard form. The payment application review period will comply with review period requirements established in the Contract Documents; and
- 4.9.2.8 Prepare monthly cost reports showing total-to-date payments for each item on the schedule of values, change orders, etc., and effect on the construction budget.

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

4.11 Project-Specific Subtasks

- 4.11.1 Not Used

Task 4 - Deliverables

1. Change Management Process
2. CDC log (include in weekly progress meeting documentation)
3. Change Order log identifying PCO's, CO's and Directed CO's (include in weekly progress meeting documentation)
4. Change Order reports and records including but limited to the Change Order Negotiation Memorandums and issued CO's and issued Directed CO's
5. Independent fragnet schedule and findings of fact

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6. Submittal log (include in weekly progress meeting documentation). Submittal records including responses
7. RFI log (include in weekly progress meeting documentation)
8. RFI records
9. Dated master construction schedule reflecting Contractor's updates
10. Contractor's preliminary and baseline schedule analysis
11. Contractor's Recovery Schedule with Consultant's analysis and recommendation
12. Consultant's notes regarding verification of payment records for Construction Contract Monthly Progress Report
13. Consultant's notes regarding Contractor's monthly progress payment applications in the Construction Contract Monthly Progress Report
14. Analysis and recommendation regarding proposed changes to Contract Documents that may result in a change order

Task 4 - Assumptions

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

Task 5 - Safety Management – CCFMMP (UNCHANGED)

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

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

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- 5.3.4 Ensure that Consultant's employees when first engaged in the project be provided with safety instructions in accordance with Cal/OSHA's General Safety Orders prior to exposure to hazards of the project site. This includes the Consultant's own subconsultants and others providing services including Valley Water staff who may frequently or occasionally visit the site to conduct business related to the construction.
- 5.3.5 Maintain records of training on file for all persons working or entering the site relating to work on the construction.
- 5.3.6 At all times comply with all safety rules and regulations enacted or implemented by Valley Water and any local, state or federal agency that are applicable to Consultant's Services.
- 5.3.7 Monitor, identify, and promptly notify Contractor and Valley Water of any potential safety issues; comply with all applicable required safety provisions and requirements.

5.4 Project-Specific Sub-Tasks

- 5.4.1 Not Used

Task 5 – Deliverables

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

Task 5 - Assumptions

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

Task 6 - Construction Inspections – CCFMMP (UNCHANGED)

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

6.1 Inspections. During inspections, Consultant will:

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

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- 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; and
 - c. Maintain a chronological photographic record of construction.
- 6.2.6 Perform frequent checks, at least monthly or as the construction and other conditions dictate pursuant to the Valley Water Construction Manual and construction management best practices, of line and grade for structures to verify in-progress and as-built coordinates, prior to structures being backfilled; and perform as-built surveys at end of construction and document these activities in the monthly progress report.
- 6.2.7 Verify baseline survey points prior to and after construction and document these activities in the monthly progress report.
- 6.2.8 Verify progress of work for payment purposes and determine whether Contractor's progress payment request, including change order extra work request, reflects the submitted schedule of values and the work actually performed and document these activities in the monthly progress report.
- 6.2.9 Develop and implement a written communication system and database notifying Contractor of all nonconforming work and safety violations.
- 6.3 Construction Division 1 and Special Provisions Compliance.** The Special Provisions section of the Contract Documents sets forth work requirements for the construction, including phasing and sequencing, construction coordination with operations and maintenance, permit compliance, and issues such as restrictions on work hours, traffic control, and limiting impacts to surrounding neighborhood.
 - 6.3.1 Consultant will monitor Contractor compliance with the Special Provisions and mitigation measures. Key areas of monitoring by the Consultant include the Stormwater Pollution Prevention Plan (SWPPP), environmental compliance, wildlife protection, and disruption to the neighborhood.
 - 6.3.2 Consultant will provide the Contractor with written notification when the Consultant observes work activities or project conditions violating requirements of the Special Provisions. These noncompliance notifications will be logged into the DCS and notification will be provided to the Contractor and Valley Water. These concerns will be followed up at weekly construction meetings and at QA/QC meetings to assure the Contractor mitigates previous actions and performs work in accordance with Special Provisions.
 - 6.3.3 Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
 - a. Monitor Contractor compliance with all Division 1 and Special Provisions specifications consisting of mitigation commitments, wildlife protection and environmental permits, discharge permits and erosion and sedimentation control requirements;

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

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

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

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

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

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

6.6 Project-Specific Sub-Tasks

6.6.1 Not Used

Task 6 - Deliverables

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

Task 6 - Assumptions

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

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

Task 7 - Partnering, Claims, and Disputes Management – CCFMMP (UNCHANGED)

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

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

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the CMWP and coordinate continued efforts to resolve the claims or disputes with Valley Water and Project team, including notification, compiling supporting documentation and records and claims analysis.

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

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

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

7.3 Project-Specific Sub-Tasks

7.3.1 Not Used

Task 7 - Deliverables

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

Task 7 - Assumptions

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

Task 8 - Environmental Compliance Services – CCFMMP (UNCHANGED)

- A. Consultant will comply with the Environmental Compliance Monitoring Plan, which will be developed by Valley Water and will detail the rules, procedures, and limits regarding regulatory constraints. The plan will lay out the proper planning and sequencing of the

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required monitoring activities with a mindfulness towards the construction schedule to keep the Project on track and avoid unnecessary delays.

- B. The Environmental Compliance Monitoring Plan will reflect the regulatory requirements for the Project. The Plan will include a table that summarizes the Project's environmental permit requirements, applicable CEQA mitigation, and BMPs, including identifying the party responsible for completing, schedule for completion, and status.
- C. The Consultant will inspect and monitor the Contractor's compliance with environmental documents, permits and mitigation measures to be implemented by the Contractor during construction including implementation of Storm Water Pollution Prevention Plans and Asbestos monitoring.
- D. Consultant will monitor compliance with Division 1 Specifications including mitigation commitments, wildlife protection and environmental permits, discharge permits, and erosion and sedimentation control requirements.
- E. The Consultant will also monitor the Contractor's noise, vibration and traffic, and odor control mitigation plans for compliance with Contract Documents. Consultant will provide the Contractor and Valley Water with written notification of compliance concerns.

Task 8 – Deliverables

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

Task 8 – Assumptions

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

Task 9 - Acceptance and Closeout – CCFMMP (UNCHANGED)

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

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

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of contract administration, quality assurance and inspection, Special Provisions, and regulatory agency permit conditions.

- 9.1.1 A complete review of the DCS will be made to identify any unresolved issues for RFIs/submittals/deliveries/warranties services or certifications. Documentation for each step of the closeout process will be assembled along with a calendar of inspection and follow up activities. This information will be incorporated into a Milestone Completion Report and a Final Project Report prepared by the Consultant recommending acceptance of the milestone and the completion of the construction, respectively. This will include confirmation activities, submitting final photos for each milestone and assisting Valley Water staff with preparation of recommendation for milestone acceptance and construction acceptance.
- 9.1.2 Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
 - 9.1.2.1 Manage deficiency list process;
 - 9.1.2.2 Coordinate the efforts of Valley Water, regulatory agencies, and all relevant parties to develop the Deficiency List;
 - 9.1.2.3 Coordinate with Contractor, Valley Water, regulatory agencies, and all relevant parties to correct the deficiencies including a description of the final disposition of the deficiency in the Milestone Completion Report and Final Project Report;
 - 9.1.2.4 Conduct an inspection of the completed work for each milestone, and of the entire project site, and review all documents to determine if all construction efforts are in compliance with the Contract Documents;
 - 9.1.2.5 Verify closure/completeness/delivery of all RFIs, submittals, training and testing activities, operations and maintenance manual(s) including those for floodgates and flood doors, record documents, construction photographs, warranties, guarantees, bonds, non-conformance reports;
 - 9.1.2.6 Provide Valley Water with complete documentation required for each milestone acceptance and the final construction acceptance and closeout of the Construction Contract;
 - 9.1.2.7 Coordinate warranty services with Contractor and Valley Water through completion of each milestone as required and through final completion and acceptance of the construction; and
 - 9.1.2.8 Provide Valley Water with warranty calendars with recommended warranty inspection dates prior to warranty expirations.

9.2 Project-Specific Sub-Tasks

- 9.2.1 Not Used

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Task 9 - Deliverables

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

Task 9 - Assumptions

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

Task 10 - Supplemental Services – CCFMMP (UNCHANGED)

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

- a. **Specific Supplemental Services.** If requested, Consultant will perform supplemental tasks. Specific examples of possible Supplemental Services include, but not limited to:
 - i. Value Engineering/Risk Reduction. Consultant will facilitate value engineering and risk reduction workshops.
 - ii. Assist Valley Water in the evaluation of alternative technical concepts or alternative construction approaches proposed by the Contractor.
 - iii. Perform special studies and analyses on topics requested by Valley Water.
 - iv. Provide resources to augment Valley Water staff for technical or management services in response to changed conditions or additional work scope.
- b. **Additional Services.** Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 9 as Task 10 Supplemental Services, to include, but not be limited to:
 - 10.1.2 Additional Special Inspection / Re-Testing Services. Includes special inspection of materials not listed in Task 6.4 Special and Specialty Inspections and re-testing of fill placement beyond the limits identified in Task 6.4.2. Soils Testing.
 - 10.1.3 Re-Monitoring and Re-Inspection of Contractor's Environmental Compliance. Includes environmental monitoring and inspections beyond the limits identified in Task 8 Environmental Compliance Services.
 - 10.1.4 Additional Claims Management. Provide claims management assistance

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beyond the limits identified in Task 7 Partnering, Claims and Disputes Management For CCFMMP.

- 10.1.5 Additional Arborist and Archeological Consulting. Provide specialized arborist and archeological consultation beyond the limits identified in this Agreement.
- 10.1.6 Re-Inspection of unanticipated asphalt repair of Contractor-damaged facilities or structures.
- 10.1.7 Additional meetings (in-person or teleconference calls).
- 10.1.8 Additional status/progress reports.
- 10.1.9 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications.
- 10.1.10 Additional public outreach services.
- 10.1.11 Additional engineer field coverage at the Project Engineer rate.
- 10.1.12 Additional Partnering sessions.
- 10.1.13 Additional environmental compliance services.

Task 10 – Assumptions

- 1. None.

Task 11 - Project Management – CCFPP

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

- 11.1 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).
- 11.2 Construction Management Action Items and Decisions Log.** Consultant shall establish and maintain a log of Construction Management Action Items and Decisions. This log shall document action items and concerns and issues throughout the term of the Agreement

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which require resolution by Valley Water and/or Consultant. The log shall contain significant construction management issues requiring a decision or action by Valley Water and/or Consultant. Review of the issue/action-tracking log shall be an agenda item at all meetings chaired by the Consultant. At a minimum, the log shall indicate:

- a. When the issue/action was first identified;
- b. A brief description of the issue/action;
- c. The party responsible for resolving the issue/action;
- d. The proposed resolution of the issue/action;
- e. The due date for resolution of the issue/action;
- f. The current status of resolution of the issue/action;
- g. The final resolution of the issue/action; and
- h. The date when the issue/action was resolved.

11.3 Construction Contract Monthly Progress Report. The Monthly Progress Report shall provide an overview of the construction activities and progress toward completion of the construction of the Project. The Report shall be submitted at the same time that the Consultant's monthly invoice for services is submitted.

11.3.1 The Report will summarize the status of the construction of the Project and incorporate the summary into a record of the construction progress, adjustments in contract cost and schedule, and an evaluation of Contractor's Quality Control, and will provide Valley Water with justification for monthly construction contract payment.

11.3.2 The report will provide a detailed breakdown for Contractor payment and status of RFIs and submittals, will inform Valley Water of the construction progress and will consist of summaries of:

- a. An assessment of actual versus planned progress in completing the work, including a description of the tasks, and deliverables completed to date;
- b. For each task, the percentage of services performed versus the percentage of Agreement not-to-exceed fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
- c. For each task, the percentage of the fees incurred for such task compared to the dollar amount allocated to such task;
- d. Identify costs to date and forecast to complete remaining tasks including staffing by task;
- e. Management Action Item and Decision Log to document action items, concerns, and issues throughout the term of this Agreement, which require resolution by Valley Water and/or Consultant;
- f. Disputes;
- g. Public outreach activities;
- h. Potential risk management issues and required actions;
- i. Photographs of ongoing work;
- j. Payment to date for each bid item, and monthly updated cost-loaded schedule (S-Curve);
- k. Status and logs of RFIs and submittals, including Consultant's response times;
- l. Summary of Contractor's quality control activities;

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- m. Status of Contract Documents Clarification;
- n. Status and logs of Potential Change Order, Directed Change Order, Change Order and budget;
- o. Summary of trends and/or potential risk costs;
- p. Potential disputes or claims;
- q. Public outreach issues; and
- r. Any changes in Consultant's key staff or subconsultants.

11.4 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.

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

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

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

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

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

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

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- 11.7.1 Assist Valley Water with maintaining positive relationships with the neighborhoods surrounding the project site and effectively communicate issues related to the impacts of construction; track, manage, and respond to public inquiries and complaints, using a public web-based software program acceptable to Valley Water.
- 11.7.2 Assign a contact person to assist Valley Water in providing information for public interface to quickly address any complaints and answer any questions that may arise.
- 11.7.3 Immediately direct any public and media inquiries to Valley Water's assigned Public Information Representative.
- 11.7.4 Immediately inform Valley Water's Project Manager of any and all interactions with the public and media (e.g., if approached at the construction site, if received a phone call, etc.).
- 11.7.5 Provide construction status, schedule updates and relevant technical information as required by Valley Water; provide updates on status of outreach inquiries at weekly progress meetings and summarize outreach issues and decisions in Construction Contract Monthly Progress Report. Provide monthly photos of the construction site to Valley Water's Project Manager and Public Information Representative for use on the Project website, social media accounts and other outreach materials.
- 11.7.6 Monitor sensitive neighborhood issues, including but not limited to, noise, dust, vibration, Contractor's working hours, truck traffic, Contractor deliveries, and off-haul of debris.

11.8 Project-Specific Subtasks

- 11.8.1 **WIFIA Funding Compliance Support. Funding** Compliance Support describes scope applicable to Work Packages funded by specific alternative sources. This Construction Management (CM) contract includes the CCFPP. CCFPP which will be funded in part through the U.S. Environmental Protection Agency's (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) loan program. For the CCFPP, the Construction Manager (CM) will be required to manage and provide project documentation in a manner consistent with the requirements of funding sources. Please refer to information in Appendix One, Additional Legal Terms, Section 5, Federally Required Clauses, and Exhibit A, Federal Requirements for specific WIFIA rules and regulations and the record keeping requirements of the WIFIA programs.
- 11.8.2 If additional funding sources are secured for the CCFPP, the CM will be expected to support SCVWD compliance with the requirements of those funding sources.

11.8.2.1 WIFIA Reporting and Site Visits

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11.8.2.1.1 WIFIA funds require documentation demonstrating compliance with program requirements. For the CCFPP, the CM will provide timely progress and expenditure information to SCVWD for WIFIA reporting. WIFIA requires quarterly construction progress reports, due 30 days after the end of the quarter. Eligible project costs and supporting documentation will be submitted to EPA as directed by SCVWD.

11.8.2.1.2 The CM will assist SCVWD during US EPA WIFIA site visits and audits and make available records demonstrating compliance to those funding rules and regulations.

11.8.2.2 Use Of American Iron And Steel

11.8.2.2.1 WIFIA compliance requirements include provisions commonly known as “American Iron and Steel” or “AIS” that require all of the iron and steel products used in the project be produced in the United States (“American Iron and Steel Requirements”) including iron and steel products provided by the Contactor. “Iron and Steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

11.8.2.2.2 The CM will review and understand the AIS requirements. Coordinating with the construction services team and the Contractor, the CM will maintain a Tracking Log (in Microsoft Excel or similar software) of AIS products expected to be used throughout the project and update the AIS Tracking Log with receipt of each manufacturer issued certification letter.

11.8.2.2.3 The CM will periodically review the Contractor’s De Minimis Log of incidental iron or steel materials allowed to be procured from non-domestic suppliers so long as the sum of all materials allocated to the De Minimis log does not exceed 5% of the estimated total cost of project materials and no single item on the De Minimis log exceeds 1% of the estimated total cost of project materials. The CM will review the content of the De Minimis Log monthly with the Contractor and SCVWD, and the CM will support efforts to receive a waiver of the American Iron and Steel Requirements, as may be requested by SCVWD.

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11.8.2.3 Build America, Buy America

- 11.8.2.3.1 As part of the Infrastructure and Jobs Act (IIJA) enacted by Congress in November 2021, the Build America, Buy America Act (BABA) (Title IX of PL 117-58) establishes domestic preference requirements to maximize the purchase of goods produced in the U.S. BABA requirements apply to federal financial assistance awards, including loans issued through the WIFIA program. BABA requirements specify domestic preference requirements in three product categories: iron and steel, manufactured products, and construction materials. BABA is a separate requirement from AIS, which is a statutory requirement under WIFIA. Nevertheless, BABA requirements for primarily iron and steel products are equivalent to the requirements for covered iron and steel products listed under AIS.
- 11.8.2.3.2 CCFPP is covered under the WIFIA program waiver issued on June 22, 2022, which waives BABA requirements for projects that can demonstrate design planning efforts were initiated prior to May 14, 2022, the effective date of BABA. If the EPA rescinds the WIFIA program waiver and/or requires CCFPP to comply with BABA for any reason, the CM will review and understand the BABA requirement and will work with the Contractor to perform duties (which are similar in nature to those of AIS) to fully comply.

11.8.2.4 Prevailing Wage

- 11.8.2.4.1 The work performed under this Project, is subject to the Davis-Bacon and Related Acts (DBRA).
- 11.8.2.4.2 To demonstrate compliance with the DBRA, all contractors and subcontractors performing construction work on the Project shall electronically submit certified payroll records to the certified payroll records electronic system designated by Valley Water. Certified payroll reports should demonstrate that all contractor and subcontractor staff performing work that is manual or physical in nature are being paid at wages at least commensurate with the wages specified in the Wage Determination and classified according to the labor classifications specified on the Wage Determination.

11.8.2.5 Labor Standards Interviews

- 11.8.2.5.1 Periodically, the CM will be expected to administer Labor Standards Interviews using Standard Form (SF) 1445.

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Labor Standard Interviews will be conducted with Contractor and Subcontractor staff who wish to voluntarily self-report their pay rate, average hours worked per week, and labor classification for the CCFPP. The purpose of the interviews is to ensure that staff are being paid prevailing wages and that payroll information matches employee's self-reported information. Although WIFIA does not require a certain frequency of these interviews, SCVWD will seek to interview a sufficient number of staff from each labor classification for contractor and subcontractor that works on the CCFPP. SCVWD will coordinate with the CM to develop a schedule for the frequency and selection of contractor and subcontractor participants for Labor Standards Interviews throughout the lifecycle of the CCFPP.

11.8.2.6 Federal Requirements for Construction Management Consultant to ensure compliance by Contractor and subcontractors.

This Agreement is funded in part through the U.S. Environmental Protection Agency's (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) Loan Program. The CM will be required to manage and provide project documentation in a manner consistent with the requirements of funding sources to ensure compliance with all applicable funding terms. If additional sources are secured for the CCFPP, the CM will be expected to support Valley Water to ensure compliance with the requirements of these funding sources. Consultant is required to implement and monitor compliance by the Contractor and subcontractors with the following federal funding terms:

11.8.2.6.1 Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965)

Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

11.8.2.6.2 **Disadvantaged Business Enterprise.** DBE is defined at 40 CFR Part 33. The Contractor must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the Project. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaiththefforts>.

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The Consultant must maintain records documenting that the six good faith efforts were applied by Contractor during subcontractor procurement and must provide to Valley Water copies of such records upon request. As noted in EPA, Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements (November 2022) at page 9, examples of proper documentation include, but are not limited to, email logs, phone logs, electronic searches and communication, handouts at conferences, flyers sent to DBEs or similar records. In addition, if one or more of the good faith efforts cannot be performed, EPA recommends that the circumstances that have precluded the efforts be documented and retained in the Consultant's records to be made available to Valley Water upon request.

- 11.8.2.6.3 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115- 232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system “

11.8.2.7 General WIFIA-related Assistance

Task 11 - Deliverables

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

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13. Quarterly WIFIA Construction Progress Reports (Draft, Final)
14. AIS Tracking Log

Task 11 - Assumptions

1. Monthly progress report is described in the Standard Consultant Agreement, Section Four, Fees and Payments, and Task 4 Construction Administration and Change Management for CCFPP. Construction Contract Monthly Progress Report to be provided by Consultant with monthly invoice.
2. Weekly or bi-weekly meetings/conference calls attendance and notes. Frequency and type of meetings and calls (in person or by phone) will be at Valley Water's discretion.
3. Valley Water will lead public outreach activities with support from Consultant. Additional public outreach assistance may be performed pursuant to Task 20 Supplemental Services, subtask 20.2.10 Additional public outreach services.
4. Consultant will support Valley Water's efforts with neighborhood communications.

Task 12 - Preconstruction Services – CCFPP

- A. Consultant will conduct a Construction Contract Documents Review, provide Valley Water with Construction Contract bidding assistance, conduct pre-construction surveys, organize and conduct pre-construction conferences, and the following tasks as described below.
- B. In the best interests of the Parties, pursuant to the Standard Consultant Agreement - NTE \$50k, Agreement A5181F, Constructability Review for Coyote Creek Flood Protection Project, dated July 31, 2024, prior to the Effective Date of this Amendment, Consultant has been performing a portion of services described in Task 12 - Preconstruction Services. The Scope of Services from the fully executed Agreement A5181F is now incorporated into this Agreement.

12.1 Construction Contract Documents Review. Consultant will conduct a constructability review of the construction Contract Documents (Contract Documents) prior to construction contract bidding. The review will identify key issues and challenges that can be eliminated with adjustments to the Contract Documents, identify inconsistencies or missing information that may result in change orders, identify challenging areas of the Project; and identify opportunities for improvements. Consultant will:

- 12.1.1 Familiarize itself with the site and the Contract Documents, including the Construction Risk Management Plan, if available, and perform an independent constructability review and evaluate potential claim risks.
- 12.1.2 Facilitate the constructability reviews with the Consultant-provided experts, Valley Water, Valley Water's Designer, and other participants as Valley Water may direct.
- 12.1.3 Review and provide comments on the Construction Risk Management Plan, if available, prepared by Valley Water's Designer.
- 12.1.4 At a minimum, consider the following Project elements as part of the constructability review report:
 - a. Construction sequencing, compliance with the permit conditions, dewatering, site access, site conditions, transitions and milestones, risk allocation and bid items completeness;
 - b. Evaluate potential claim risk;

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- c. Conflicts between drawings and specifications;
- d. Errors, omissions, or inconsistencies in the requirements of various Contract Documents and Engineer's Estimate;
- e. Construction schedule requirements including construction sequencing, phased Notice to Proceed work, and milestones;
- f. Contractor staging and work areas;
- g. Long lead time equipment and materials;
- h. Utility interferences;
- i. Contractor skills and labor force requirements;
- j. Transportation and traffic;
- k. Labor availability, strike issues, construction labor agreements, and other labor issues;
- l. Coordination requirements and compatibility with the Project work; and
- m. Other potential risk exposure provisions.

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

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

12.3 Preconstruction Conferences

12.3.1 The preconstruction conference serves as a kick-off for construction of the Project. Prior to the preconstruction conference, the Notice to Proceed will be issued to the Contractor by Valley Water.

12.3.2 Organize and conduct preconstruction conferences with Valley Water Project staff, the Valley Water Contracts and Support Unit, Contractor, and applicable federal, state, local, and other regulatory agency representatives, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. The first conference will serve as a kick-off meeting for construction of the Project. Valley Water will provide a list of invitees.

12.3.3 Review and become familiar with the construction Contract Documents, including, but not limited to, performing field site visits, conferring with Valley Water staff on the intent of and details for the Project, and developing a list of required Contractor submittals.

12.3.4 Participate in the preconstruction conference with Valley Water and prepare an agenda and meeting minutes for distribution.

12.3.5 Develop agenda to discuss Project requirements, constraints, and construction procedures that consist of:

- a. Reinforce the goals of the Project;
- b. Review the rules for working within Valley Water's right of way, including within temporary rights of way secured by Valley Water;

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- c. Permit requirements, quality control, site safety, site security, and maintaining Valley Water's good-neighbor policy;
- d. Review the checklist of activities that must be confirmed before Contractor's construction activities may begin such as: layout of Contractor's offices, construction staging, sequencing of the work, submittal and RFI processes, change order processes, and cooperation of Contractor with Valley Water operations staff; and
- e. Specific location, and environmental, access, and other site limitations.

12.3.6 Record draft and final meeting minutes and, upon Valley Water approval, distribute minutes to attendees.

12.4 Project-Specific Subtasks

12.4.1 Not Used.

Task 12 - Deliverables

- 1. Construction Contract Documents Review
- 2. Preconstruction meeting agenda
- 3. Preconstruction meeting minutes

Task 12 - Assumptions

- 1. Valley Water will provide the most current Construction Contract Documents to Consultant immediately after this Agreement has been executed by both Parties.

Task 13 - Construction Management – CCFPP

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

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

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

- 13.1.1 Provide effective, efficient, and coordinated communications as necessary among all the participants in the Project, including but not limited to VW staff, Contractor

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and Subcontractors, City staff, and property owners, by directing all communications through the Consultant's representative at the project site, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Participants include, but are not limited to, Contractor and Valley Water.

- 13.1.2 Serve as the primary point of communication for coordination between the Contractor, Valley Water, and other parties; receive Contractor correspondence, prepare draft responses, and transmit Valley Water-approved responses. Consultant will document all such coordination and communications in the coordination and communications report.
- 13.1.3 Establish and maintain a log of construction risk management issues, action items and decisions, such as Construction Risk Management Issues, Action Items and Decisions. The log will contain risk management issues, consisting of safety, contract compliance, schedule, cost, coordination, and potential disputes requiring a decision or action by Valley Water, Consultant, Contractor, and/or other entity or party. Review of the issue/action-tracking log will be an agenda item on all regular weekly Progress meetings. At a minimum the log will indicate for each issue/action:
 - a. When the issue/action was first identified;
 - b. A brief description of the issue/action;
 - c. The party/parties responsible for resolving the issue/action;
 - d. Proposed resolution of the issue/action;
 - e. The due date for resolution of the issue/action;
 - f. The current status of resolution of the issue/action;
 - g. The final resolution of the issue/action; and
 - h. The date when the issue/action was resolved.
- 13.1.4 Establish, implement, and manage a master calendar of all significant events and meetings for the construction. The Master Calendar will be accessible electronically by all team members.
- 13.1.5 Establish, implement, and maintain a master Project directory listing all Project participants, their roles on the Project, addresses, phone numbers, email addresses, and other pertinent information. The master Project directory will be accessible electronically by all team members.
- 13.1.6 Initiate correspondence with and respond to correspondence from Contractor, Valley Water, and other entities as may be required to assist in administering the Project.
- 13.1.7 Provide drafts of all project-related correspondence to Valley Water as required for approvals.
- 13.1.8 Provide written correspondence and required responses to correspondence to Valley Water's Project Manager within two (2) business days after receipt of the copy of the Contractor's correspondence unless response time is extended per Valley Water's approval.

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

13.2.1 Organize and conduct regular weekly Progress Meetings with Contractor, Valley Water, and other participants as necessary to discuss construction progress and planned work, coordination with Valley Water operations, submittals, RFIs, construction issues, safety concerns, potential change orders.

13.2.2 Organize and conduct all periodic and special meetings to resolve issues with Contractor, utilities (e.g., PG&E, San Jose Water Company, Comcast, Chevron), regulators, and local agencies having jurisdiction (City of San Jose, San Jose Unified School District, Bay Area Air Quality Management District, etc.), Valley Water operations and maintenance staff and contractors, and any other participants as necessary and appropriate.

13.2.3 Identify construction, safety, compliance, schedule and/or cost, coordination and potential dispute issues and recommend an approach for resolving issues.

13.2.4 Prepare agendas, and produce meeting minutes with a summary of meeting discussion, action items and decision logs; and

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

13.3 Document Control and Internet-Based Communication System. The Consultant will utilize ProjectMates, a web-based Document Control System (DCS) with internet connectivity to facilitate efficient communication and maintain Project data and records. The DCS will be provided by Valley Water. The DCS will include features to log and track documents (submittals, RFIs PCO, etc.) as well as store electronic copies. It will provide secure viewing levels which will be controlled by Valley Water, and it will be configured and monitored by the Consultant who will train Project participants on its use. A primary objective of the DCS is to provide the Project team with a centralized document exchange portal to communicate technical and other Project-related information. The Consultant will post Project information, logs and reports, meeting agendas and notes, QA reports and other similar information. The DCS will provide a repository for the Project data and records; its electronic database will be archive-able and will provide for a protected record of the Project history. Consultant will:

13.3.1 Maintain complete, current files utilizing Valley Water's Project directory on all construction-related records including correspondence, construction and public outreach photographs, public outreach tracking inquiries, project files, submittals, shop drawings, requests for information, Contract Documents clarification, potential change order documentation, directed change order documentation, change order and potential change order documentation, issue/action tracking log, claims, nonconformance reports, stop-work notices, daily inspection diaries, weekly inspection summary report, field memos, claims management files,

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warranty/guarantee files, as-built drawings and specs, shop drawings, training plan, qualification records, material test reports, construction payment estimates and records, certified payrolls, manpower utilization reports, insurance, bonds, status reports and meeting minutes, all in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate.

13.3.2 Establish a secure on-site document management system for the timely logging, filing, and tracking of construction-related correspondence to assure timely responses, and to enable efficient retrieval and establish the chronology of events.

13.3.3 Procure, develop, and maintain a secure, internet-based communication system which can be asked to share information among team members and track construction communication by date, subject, and status and contract specification number.

13.3.4 Allow the use of the internet-based communication system to connect the construction controls system to the project site, central construction personnel, and Valley Water managers.

13.3.5 Provide, as part of the secure internet-based communication system, three levels of access as follows:

- a. Level 1 - accessible to Contractor, Consultant, and Valley Water (read only and transmit): information such as issued change orders, requests for information which have been responded to, signed correspondence transmitted between Consultant and Contractor, returned submittals, and certain construction-related information as deemed appropriate by Valley Water and Consultant;
- b. Level 2 - accessible only to Valley Water and Consultant: information accessible according to Level 1, plus all construction-related information as deemed appropriate by Valley Water and Consultant; and
- c. Level 3 - as determined by Valley Water.

13.3.6 Provide training for Valley Water, Consultant, and Contractor as appropriate for proper use of internet-based communication system.

13.3.7 Provide copies of all project-related correspondence to Valley Water as required.

13.3.8 At completion of the construction, provide the complete Project database of construction management documentation to Valley Water in a format that does not need the internet-based system to review.

13.4 Record Documents. Consultant will maintain a set of Contract Documents recording all the addenda, design clarifications, and other modifications implemented during the construction. At the conclusion of the construction, the Consultant will combine this information with additional documentation from the Contractor's as-built drawings. These compiled specifications and drawings will provide a complete field record of the Contract Documents and their revisions.

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- 13.4.1 The Consultant will provide its own Record Documents, which are the marked-up plans and specifications, to Valley Water, who will use them to update Valley Water's Contract Documents and create Owner Record Drawings for the Project. The Consultant's documents will be accurate and complete as they are a critical Project record for Valley Water's ongoing maintenance and operations activities.
- 13.4.2 Consultant will, throughout the construction and otherwise as appropriate during individual phases of construction:
- 13.4.2.1 Maintain a control and record set of plans and specifications with any changes as a result of RFIs, Potential Change Orders, Directed Change Orders, Change Orders, or field memos.
 - 13.4.2.2 Verify on a monthly basis the accuracy and completeness of the Contractor's records against the control and record set of plans and specifications.
 - 13.4.2.3 Review and maintain records of marked-up as-built drawings and specifications so that the Record Documents will be consistent with the construction in progress; the marked-up as-built drawings and specifications will be neat, clean, and accurately reflect work as constructed. The marked-up as-built drawings will include accurate graphical representations of construction changes, including redlines, detailed drawings, sketches, callouts, and notes. The marked-up specifications will include redlines and text describing the specific changes. Just referencing RFIs, submittals, design clarifications, or change order documents on the marked-up as-built drawings and specifications will not be sufficient or acceptable.
- 13.4.3 After confirming the completeness, coordinate the transmittal of Record Documents to Valley Water.
- 13.4.4 Secure from Contractor, after confirming the completeness, review of compliance with the Contract Documents, and transmit to Valley Water the required guarantees, warranties, bonds, waivers, all keys, manuals, as-built drawings, maintenance stocks, and originals of all other Contract Documents and papers, including correspondence.
- 13.5 Quality Assurance/Quality Control Program (QA/QC Program).** Consultant will develop and implement a QA/QC program. The objective of the Consultant's QA/QC Program is to document the Consultant's procedures so that the Consultant's services and deliverables meet Valley Water requirements and accepted practices and standard of the Consultant's profession, and also to monitor and report whether Contractor is in compliance with the Contract Documents and permit requirements.
- 13.5.1 Consultant will develop a Quality Management Plan (QMP) detailing how quality assurance and quality control (QA and QC, respectively, and QA/QC, collectively) will be applied to ensure results of construction activities are obtained that achieve the construction contract requirements. In addition to construction activities, the QMP will include quality auditing procedures for the construction management

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team. The QMP will be consistent with Valley Water Work Instruction W-730-116, Construction Phase Descriptions and Instructions. The QMP must define the approach that the Consultant will use to deliver a quality Project through construction.

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

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

13.5.3.1 Perform thorough QC and QA inspections to identify and address potential defects in construction. Both Contractor's QC and QA inspections provided by the Consultant will be documented in daily reports, tests and certifications to provide confirmation of work quality. To document work quality, the Contractor's QC reports will be submitted monthly and the Consultant's inspection reports will be logged into the DCS daily. The materials and specialty inspection tests reports will be provided to the Consultant by testing agencies as they are performed and then entered into the DCS.

13.5.3.2 Develop, coordinate, manage, and implement a QA/QC Program identifying the roles of the Contractor and Consultant for QA/QC that includes policies and specific inspection procedures, to monitor and report whether construction is performed according to the construction Contract Documents, as well as in compliance with applicable codes, standards, and regulations.

13.5.4 Establish the Field Quality Assurance Program, including development of a Field Quality Assurance Manual (FQAM), to provide procedures and guidelines to enforce Contractor's QA/QC activities, and to monitor and report whether construction is performed according to the construction Contract Documents, as well as in compliance with applicable codes, standards, and regulations.

13.5.4.1 Develop and implement as part of the Field Quality Assurance Program the procedures and guidelines that consist of:

- a. Review and approval of Contractor's QA/QC Plan;
- b. Field design change control;
- c. Monitoring of special processes;
- d. Material control;
- e. Inspections; special and specialty inspections;
- f. Verification and calibration of measuring and test equipment;
- g. Quality assurance records;
- h. Control of deficiencies;

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- i. Control of nonconformance; and
- j. Intermediate and final surveys.

13.5.4.2 Establish the Field Quality Control Program, including development of a Field Quality Control Manual, to describe the methods for conducting and verifying the required Special Inspections and tests are performed according to the construction contract drawings and specifications, as well as in compliance with applicable codes, standards, and regulations.

13.5.4.3 Develop and implement as part of the Field Quality Control Program the methods for inspections and verifications that consist of:

- a. Inspection of civil work, including excavation and backfill, pile driving, concrete construction, and paving;
- b. Inspection of structural work;
- c. Special and Specialty Inspections.

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

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

13.6 Project-Specific Subtasks

13.6.1 Not Used

Task 13 – Deliverables

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

Task 13 – Assumptions

1. On-site progress meetings and safety meetings, with the option for teleconference meetings at

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the discretion of Valley Water, with the Contractor and Valley Water will occur weekly through completion of Milestone 1 and monthly afterwards through completion of Milestone 2.

Separate teleconference meetings with Valley Water biweekly through completion of Milestone 1 and monthly afterwards through completion of Milestone 2.

2. The Consultant will maintain a set of Contract Documents recording all the addenda, design clarifications, and other modifications implemented during the construction using Valley Water's web-based DCS portal, ProjectMates. At the conclusion of the construction, the Consultant will combine this information with additional documentation from the Contractor's as-built drawings, including completed surveys, CAD and other digital models derived from the data. These compiled specifications and drawings will provide a complete field record of the Contract Documents and their revisions.
3. Consultant will implement a QA Program to assure performance of the Contractor's QC Program. Consultant's QA Program will provide the methods to assure Contractor Quality Controls.

Task 14 - Construction Administration and Change Management – CCFPP

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

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

Consultant will:

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

14.2 Change Administration. Consultant will administer the changes as follows:

- 14.2.1 Review Valley Water's Contract Documents Clarifications (CDCs), provide technical input, and provide comments related to conformance of the CDCs with the original design concept, the drawings, and the specifications, and to log these CDCs in the construction contract monthly progress report to Valley Water.

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14.2.2 Evaluate the contractual basis of the CDCs, and determine, in consultation with Valley Water, if a CDC may result in a potential change order.

14.2.3 Upon Valley Water's approval, issue CDCs or PCOs as appropriate.

14.2.4 If PCOs are issued, request Contractor prepare a proposal to perform the PCO work.

14.2.5 Prepare and reconcile with Valley Water, Consultant's independent cost estimate and schedule analysis for PCO work; Consultant's independent cost estimate and schedule analysis will be signed and dated by the individual who prepared the estimate.

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

14.3.1 Receive Contractor's proposal and perform technical analysis for negotiation on entitlement and if necessary, final terms and price.

14.3.2 Analyze Contractor's requests for time extensions with analytical software; generate an independent fragnet schedule; and prepare findings of fact for extending or not extending time.

14.3.3 Perform an independent cost estimate for the Change Order work and verify the reasonableness of the change order with field work status and inspection reports.

14.3.4 Compare and evaluate Contractor's proposal with Valley Water's cost estimate and schedule analysis.

14.3.5 Upon Valley Water's approval, negotiate with Contractor the cost and any time extensions associated with the PCO work; if mutually agreeable terms cannot be negotiated in a Change Order, submit to the Valley Water Project Manager all pertinent facts and a recommendation of what action should be taken.

14.3.6 For any Change Order on which agreement has not been reached on the entitlement to, or amount of equitable adjustment, prior to commencing work, Consultant will inspect Contractor performance, and make detailed records of equipment, material, and labor utilized, the impact of changed and unchanged work, and other data or information pertinent to a possible determination of the amount of equitable adjustment of contract price and time of performance.

14.3.7 For any Change Order on which agreement has been reached, prepare a change order package for approval and execution by Valley Water and Contractor. For each change order package, prepare and submit to Valley Water, a Change Order Negotiation Memorandum. The Memoranda will document:

- a. Scope of the change;
- b. Reason for the change;
- c. Contractual basis meriting or not meriting the change;
- d. Price reasonableness of the change;

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- e. Agreed cost and time modifications; and
- f. Other information regarding the Change Order, as relevant and appropriate.

14.3.8 Issue Directed Change Order to Contractor for the purpose of unilaterally modifying the Contract Documents if:

- a. Contractor fails to submit a proposal for PCO work within the time specified;
- b. When Valley Water and Contractor cannot agree on entitlement to, or the terms and conditions of PCO work within a reasonable amount of time as determined by Valley Water and Consultant; or
- c. When in the judgment of Valley Water, it is impractical because of the nature of the change or for any other reason, such as the best interests of Valley Water or the public, for Valley Water and Contractor to determine and agree on the costs and schedule impacts before the change must be performed.

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

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

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

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

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

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

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

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

- 14.5.1 Manage the submittal review process. Product information or proposed procedures will be submitted to the Consultant and processed with reviews by Valley Water, and the Consultant. Submittals will be reviewed and stamped (approving or not approving) in accordance with the Contract Documents, with the comments provided. Submittals not meeting specification requirements will be returned to the contractor for correction. Complete submittals when approved will be distributed to all parties and provide for a common understanding of the acceptable materials to be incorporated into the construction. Consultant's review of all submittals will be in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Consultant will, as part of the submittal log, review Contract Documents and prepare anticipated submittal list.
 - 14.5.2 Receive, log, confirm compliance with submittal requirements, and distribute for review, and monitor the submittals to achieve timely return to Contractor;
 - 14.5.3 Review submittals for format, compliance, and general completeness prior to forwarding to Valley Water;
 - 14.5.4 Forward or return all submittals within two (2) business days from time of receipt by Consultant;
 - 14.5.5 Prepare the submittal tracking log in accordance with Valley Water standards;
 - 14.5.6 Maintain a computerized submittal base showing submittal number, description, date received, dates forwarded to and returned from Valley Water, date returned to Contractor and approval status;
 - 14.5.7 Develop a tracking procedure to enable follow-up on the status of materials and equipment through the entire duration of the construction;
 - 14.5.8 Develop lists and monitor status of manufacturer's certificates, services, spare parts, manuals, and warranties;
 - 14.5.9 Receive, log and file manufacturer's certificates, including warranties; review for compliance with Contract Documents; and
 - 14.5.10 Receive, log, and turn over spare parts to Valley Water.
- 14.6 Request for Information (RFI) Process.** Consultant will coordinate and manage a formal Request for Information (RFI) review and approval process. RFIs submitted by the contractor will be processed into the DCS by the Consultant and routed to Valley Water for information and comment. The review comments of the Consultant and Valley Water will be coordinated, and a response logged into the DCS and provided to the Contractor. All RFIs will be included in the Weekly or Bi-weekly meeting/Conference Call notes by Consultant in an RFI log, and all documents related to the RFI will be kept in the Project Documents.

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- 14.6.1 Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
 - 14.6.1.1 Receive, review, analyze, log and distribute for review, and monitor the RFIs to achieve timely return to Contractor;
 - 14.6.1.2 Determine required response return date to avoid Contractor delay;
 - 14.6.1.3 Track the status of all RFIs and advise Valley Water of unusual site conditions affecting RFI review;
 - 14.6.1.4 Review RFIs for appropriateness, format, content, and completeness prior to forwarding to Valley Water; and
 - 14.6.1.5 Forward or return all RFIs within three (3) business days from time of receipt by Consultant.
- 14.6.2 Develop and maintain a computerized RFI database stating RFI number, general description, date received, responsible party or parties, dates forwarded to and returned from party or parties, date returned to Contractor, and disposition status; continually monitor status of RFIs to ensure timely responses and/or compliance with contract-specified response deadlines, as applicable.
- 14.6.3 If an RFI is a request for a change, or a response to an RFI results in change, provide input based on the contractual merit of the request or response.
- 14.6.4 Monitor status of responses for compliance with agreed or contract-specified turn-around times.
- 14.6.5 Track reasons for each RFI including unforeseen conditions, design issue, and whether the RFI is answerable in existing Contract Documents.
- 14.7 Contract Compliance Verification.** The Consultant will administer the construction Contract Documents to verify contractor compliance with its terms and conditions including prosecution and progress of work, quality control administration, daily documentation of work, and measurement and payment. Consultant will:
 - 14.7.1 When necessary and appropriate, consult and coordinate with Valley Water regarding interpretation of the Contract Documents; notify Valley Water in writing in cases of disagreements regarding such interpretations that require resolution. Consultant will analyze such disagreements and provide input to Valley Water.
 - 14.7.2 Verify Contractor-obtained permits, licenses, insurance, bonds, warranties, and guarantees in accordance with the Contract Documents.
 - 14.7.3 Monitor and verify that all documentation required from Contractor is received in a timely manner and that Project records are complete.
 - 14.7.4 Review and document compliance with the Contract Documents.

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14.8 Construction Schedule Monitoring. Consultant will manage contract time through the implementation of Project controls on the construction schedule as follows:

- 14.8.1 Consultant will thoroughly review the Contractor's preliminary and baseline construction schedules prior to commencement of work to verify that the full scope of construction work is included and properly sequenced, and that adequate time is provided for the performance of construction activities.
- 14.8.2 Detailed monthly reviews and monitoring of Contractor's construction schedule and progress will provide early feedback on deviations from the baseline schedule and identify trends which could lead to construction delay.
- 14.8.3 To validate the construction schedule for measuring work progress, the Consultant will confirm the schedule updates provided by the Contractor are consistent with the work actually performed.
- 14.8.4 In order to maintain an accurate accounting of construction time from the issuance of the Notice to Proceed to completion of the Project, each schedule update will be compared with previous submissions, noting its progress compared to observations of current and planned work activities.
- 14.8.5 Negotiated adjustments in contract time and schedule will be evaluated by analyzing each PCO and change order for its impact.
- 14.8.6 Include and evaluate rain delays, work disruptions and other impacts to Contractor's schedule for adjustments to construction completion.
- 14.8.7 Incorporating the baseline schedule with the time adjustments made during change management will provide a basis for evaluating timely completion, evaluating potential assessment of liquidated damages, and the resolution of potential claims.
- 14.8.8 Review construction baseline schedule and monthly updates for conformance with the Contract Documents with regard to activity sequencing, logic, milestones, constraints, etc., in accordance with the Valley Water Construction Manual and Consultant's CM best practices as applicable and appropriate; check for proper preparation and accuracy of the Contractor's schedule and recommend acceptance or rejection to Valley Water.
- 14.8.9 Review monthly construction schedule updates and evaluate progress and associated effect on construction cost.
- 14.8.10 Monitor and verify actual start and finish dates.
- 14.8.11 Verify individual activity duration and sequencing through comparisons with daily inspector reports.
- 14.8.12 Identify critical and sub-critical activities, including Valley Water operational requirements; check that Work is scheduled in an acceptable sequence with reasonable staffing, and includes appropriate time for shop drawing

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preparation, review, material fabrication and shipping, complete installation, finishing, and delivery of third party's material and equipment; verify that all submittals are included in the schedule and that schedule indicates milestone completion for each separate portion and/or phase of Work.

- 14.8.13 Review activities that interface or tie-in within the same construction contract, or with other construction contracts or Valley Water activities to facilitate adequate preparation for the coordination of these interfaces or tie-ins.
- 14.8.14 Verify that initial schedules submitted by Contractor pending complete schedule submittal are adequate to pursue initial construction work.
- 14.8.15 Conduct a pre-schedule submission meeting with Contractor to inform the Contractor of its Contract responsibilities regarding the development and submission of the preliminary and baseline schedules.
- 14.8.16 After prior approval by the Valley Water Project Manager, Consultant will require Contractor to prepare and submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to demonstrate completion of the Work within the contract time. Consultant will review Contractors' Recovery Schedule for compliance with the Contract Documents and coordination with the overall Project and submit it to the Valley Water Project Manager with written recommendation for acceptance or rejection as part of the Construction Contract Monthly Progress Report.
- 14.8.17 On a monthly basis as part of the Construction Contract Monthly Progress Report, review the progress of construction, evaluate the percentage complete of each construction activity as indicated in the Contractor's Updated Schedule, review such percentages with Contractor, and prepare Construction Schedule Report. The Construction Schedule Report will be included in the Construction Contract Monthly Progress Report to be prepared by Consultant and distributed to Valley Water.
- 14.8.18 The report will include narrative and schedule summary of construction completed to date and indicate the actual progress compared to scheduled progress and will address any significant deviations from the most recently approved schedule. Consultant will advise and make recommendations to Valley Water concerning actions required to keep the Project on schedule.
- 14.8.19 After Valley Water's acceptance, use the accepted Contractor's Updated Schedule to monitor progress. When significant changes are made to the Contract Documents or when time extensions are granted, Consultant shall direct Contractor to immediately revise the schedule based on the changed conditions. Progress payments can be withheld if Contractor has not furnished an acceptable schedule or revision to the schedule.
- 14.8.20 Review and complete an analytical program run on the Contractor schedule updates which are required to be submitted with each request for payment; and monitor the progress of Contractor relative to established schedules and recommend approval/disapproval of each schedule update as part of the

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Construction Contract Monthly Progress Report.

- 14.8.21 Develop system/methods for overseeing progress achieved by Contractor; the system should compare actual progress to the master construction schedule, as modified. Consultant will document this method as part of the Construction Contract Monthly Progress Report. The schedule oversight system should take into consideration progress of construction, staffing levels, progress payments, submittal status reports, phasing, or any other time sensitive activities. Consultant should constantly be aware of the status of actual construction progress as compared to planned progress.
 - 14.8.22 Evaluate potential delays and advise Valley Water accordingly. Consultant will highlight such matters during each weekly progress meeting.
 - 14.8.23 Observe the Contractor's progress with the construction and evaluate whether completion will occur within the specified time and will conform with the requirements of the Contract Documents. If a delay in the construction is identified or it appears that the construction is not progressing such that the construction can be completed within the specified time, or if the construction is beyond the completion date and still not complete, inform Valley Water promptly, in writing, giving details of pertinent facts, applicable Contract Documents provisions including an assessment of the impact of the delay and a determination if the delay is excusable or not, and recommend appropriate course(s) of action to overcome or mitigate the delay and Consultant's recommendation as to action to be taken by Valley Water.
 - 14.8.24 If delays continue and it appears likely that the Contractor is not cooperating in correcting the problem, Consultant will immediately consider and recommend appropriate contract enforcement actions to Valley Water.
- 14.9 Contractor Invoices and Payment Recommendations.** Consultant will review the Contractor's proposed Schedule of Values for reasonableness and ease of monitoring in processing payments. Changes will be negotiated as needed to provide for accurate valuation, ease of verification and processing payments. Once approved, the schedule of values will be entered into Valley Water standard payment forms and submitted for Valley Water approval. The approved payment form will be used by the Consultant and Contractor in preparing monthly payment requests. The progress payments will incorporate Contract Documents changes, payment for materials on hand, and retentions withheld.
- 14.9.1 Each month the Consultant will review the progress payment with the Contractor to confirm progress of the work and its conformance with the Contract Documents and will document its work in the Monthly Progress Report.
 - 14.9.2 Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
 - 14.9.2.1 Review the Contractor's initial cost breakdown (Schedule of Values) for reasonableness and ease of monitoring; examine the Schedule of Values to verify no front-loading; that the Work is sufficiently itemized to

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determine appropriate progress payments; and the Work item values are realistic;

- 14.9.2.2 Provide an independent assessment of progress, quantities of materials placed based upon acceptability of work;
- 14.9.2.3 Verify Contractor has updated record drawings and provided monthly construction schedule update;
- 14.9.2.4 Review applications for payment with Contractor for compliance with Contract Documents requirements and verify that payment requested comprises payment due based on work completed as related to the schedule of values, and materials and equipment furnished but not incorporated into the Work;
- 14.9.2.5 Prepare payment recommendations, and submit Contractor's invoices with payment recommendations to Valley Water;
- 14.9.2.6 Provide contract compliance support which includes checking certified payrolls, monitoring SBE performance (if applicable), and monitoring contractor's certificates of insurance;
- 14.9.2.7 Prepare monthly progress payment using Valley Water's standard form. The payment application review period will comply with review period requirements established in the Contract Documents; and
- 14.9.2.8 Prepare monthly cost reports showing total-to-date payments for each item on the schedule of values, change orders, etc., and effect on the construction budget.

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

14.11 Project-Specific Subtasks

4.11.1 Not Used

Task 14 - Deliverables

1. Change Management Process
2. CDC log (include in weekly progress meeting documentation)
3. Change Order log identifying PCO's, CO's and Directed CO's (include in weekly progress meeting documentation)
4. Change Order reports and records including but limited to the Change Order Negotiation Memorandums and issued CO's and issued Directed CO's
5. Independent fragnet schedule and findings of fact
6. Submittal log (include in weekly progress meeting documentation). Submittal records including responses

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7. RFI log (include in weekly progress meeting documentation)
8. RFI records
9. Dated master construction schedule reflecting Contractor's updates
10. Contractor's preliminary and baseline schedule analysis
11. Contractor's Recovery Schedule with Consultant's analysis and recommendation
12. Consultant's notes regarding verification of payment records for Construction Contract Monthly Progress Report
13. Consultant's notes regarding Contractor's monthly progress payment applications in the Construction Contract Monthly Progress Report
14. Analysis and recommendation regarding proposed changes to Contract Documents that may result in a change order

Task 14 - Assumptions

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

Task 15 - Safety Management – CCFPP

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

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

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- 15.3.4 Ensure that Consultant's employees when first engaged in the project be provided with safety instructions in accordance with Cal/OSHA's General Safety Orders prior to exposure to hazards of the project site. This includes the Consultant's own subconsultants and others providing services including Valley Water staff who may frequently or occasionally visit the site to conduct business related to the construction.
- 15.3.5 Maintain records of training on file for all persons working or entering the site relating to work on the construction.
- 15.3.6 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.
- 15.3.7 Monitor, identify, and promptly notify Contractor and Valley Water of any potential safety issues; comply with all applicable required safety provisions and requirements.

15.4 Project-Specific Sub-Tasks

- 15.4.1 Not Used

Task 15 – Deliverables

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

Task 15 - Assumptions

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

Task 16 - Construction Inspections – CCFPP

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

16.1 Inspections. During inspections, Consultant will:

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- 16.1.1 Have qualified staff present during construction work hours to verify whether work is accomplished in accordance with the Contract Documents.
 - 16.1.2 Provide for monitoring of the construction work and field verification of contractor's QC Program.
 - 16.1.3 Plan and coordinate with the Contractor, inspections of construction work to provide the needed special and specialty inspections. Inspections will focus on Contractor compliance with the Contract Documents, permit requirements, and coordination with affected properties.
 - 16.1.4 Provide periodic checks of work quality which will include monthly surveys to verify compliance with line, grade and coordinates.
 - 16.1.5 Provide with the inspection reports a written and photographic record of observations including weather conditions, Contractor work force and equipment, and significant material or equipment deliveries.
 - 16.1.6 Verify work quality with the Consultant inspection staff through visual inspection, materials testing, and as-needed special and specialty inspections.
 - 16.1.7 During inspections, advise the Contractor of any nonconforming work observed and, if not corrected within designated timeframes, Valley Water will be notified.
- 16.2 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:
- 16.2.1 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.
 - 16.2.2 Inspect materials, equipment, construction procedures, work in progress, and completed work for compliance with the Contract Documents.
 - 16.2.3 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.
 - 16.2.4 Inspect completed work for contract compliance and generate appropriate deficiency lists.
 - 16.2.5 Prepare Daily and Weekly Inspection Reports detailing weather conditions, status of work, and the location and type of work performed by Contractor, in accordance with the Valley Water Construction Manual and Consultant's CM best practices as applicable and appropriate. These reports should include:
 - a. For each work activity, document the number and classification of craft labor, supervision, equipment (including idle equipment), and materials used;

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- 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; and
 - c. Maintain a chronological photographic record of construction.
- 16.2.6 Perform frequent checks, at least monthly or as the construction and other conditions dictate pursuant to the Valley Water Construction Manual and construction management best practices, of line and grade for structures to verify in-progress and as-built coordinates, prior to structures being backfilled; and perform as-built surveys at end of construction and document these activities in the monthly progress report.
- 16.2.7 Verify baseline survey points prior to and after construction and document these activities in the monthly progress report.
- 16.2.8 Verify progress of work for payment purposes and determine whether Contractor's progress payment request, including change order extra work request, reflects the submitted schedule of values and the work actually performed and document these activities in the monthly progress report.
- 16.2.9 Develop and implement a written communication system and database notifying Contractor of all nonconforming work and safety violations.
- 16.3 Construction Division 1 and Special Provisions Compliance.** The Special Provisions section of the Contract Documents sets forth work requirements for the construction, including phasing and sequencing, construction coordination with operations and maintenance, permit compliance, and issues such as restrictions on work hours, traffic control, and limiting impacts to surrounding neighborhood.
 - 16.3.1 Consultant will monitor Contractor compliance with the Special Provisions and mitigation measures. Key areas of monitoring by the Consultant include the Stormwater Pollution Prevention Plan (SWPPP), environmental compliance, wildlife protection, and disruption to the neighborhood.
 - 16.3.2 Consultant will provide the Contractor with written notification when the Consultant observes work activities or project conditions violating requirements of the Special Provisions. These noncompliance notifications will be logged into the DCS and notification will be provided to the Contractor and Valley Water. These concerns will be followed up at weekly construction meetings and at QA/QC meetings to assure the Contractor mitigates previous actions and performs work in accordance with Special Provisions.
 - 16.3.3 Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
 - a. Monitor Contractor compliance with all Division 1 and Special Provisions specifications consisting of mitigation commitments, wildlife protection and

SCHEDULE CM SCOPE OF SERVICES

environmental permits, discharge permits and erosion and sedimentation control requirements;

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

16.4 Special and Specialty Inspections. Special and specialty inspections require certifications, professional registrations, or professional experience, in accordance with California Building Code and governing regulations. Consultant will provide such certifications or registrations for the Project. Consultant will, based on and in accordance with Valley Water's Construction Manual, the Special and Technical Provisions of the Project Contract Documents, applicable ASCE (American Society of Civil Engineers), ACI (American Concrete Institute), , AISC (American Institute of Steel Construction), AWS (American Welding Society), ICC (International Code Council), and ASTM (American Society for Testing and Materials) Codes and relevant industry standards and best practices, provide, conduct, and/or verify the compliance with and completion of special inspections, as applicable and appropriate. At a minimum, Consultant will provide, conduct, and/or verify compliance with, and completion of all special and specialty inspections as follows:

16.4.1 Inspections of Asphalt Concrete and Portland Cement Concrete. As necessary, inspection of unanticipated asphalt repair or additional concrete inspection may be performed pursuant to Task 10 Supplemental Services, Task 10.2.6 Re-inspection of unanticipated asphalt repair of Contractor-damaged facilities or structures.

16.4.2 Soils Testing. Consultant will verify all fill compaction work based on and in accordance with the Contract Documents, relevant industry standards, and best practices, as applicable and appropriate.

16.4.3 Biotechnical Planting Inspection. Biotechnical planting will include pole cuttings installation and container plantings. Consultant will verify all biotechnical planting, based on and in accordance with the Contract Documents, relevant industry standards, and best practices, as applicable and appropriate. The Consultant's arborist/biologist will provide initial training and inspection; remaining inspections will be performed by the Resident Engineer.

16.4.4 Floodgate and flood door Installation Inspection. Consultant will verify floodgate and flood door installation based on and in accordance with the Contract Documents, relevant industry standards, and best practices, as applicable and appropriate.

16.4.5 Floodgate and flood door Testing. Consultant will monitor testing of floodgate and flood door.

16.4.6 Passive flood barrier installation inspection. Consultant will verify passive flood barrier installation based on and in accordance with the Contract Documents, relevant industry standards, and best practices, as applicable and appropriate.

SCHEDULE CM SCOPE OF SERVICES

16.4.7 Passive flood barrier testing. Consultant will monitor testing of passive flood barriers.

16.4.8 Sheet pile wall installation inspection. Consultant will verify use of specialized equipment for floodwall installation based on and in accordance with the contract documents, relevant industry standards, and best practices, as applicable and appropriate.

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

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

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

16.6 Project-Specific Sub-Tasks

16.6.1 Not Used

Task 16 - Deliverables

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

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12. Maintain records regarding specialty inspections
13. Provide and maintain records regarding haul route inspections

Task 16 - Assumptions

1. Photographs will be taken daily by inspection staff during regular inspection hours and included in Daily Inspection Reports.
2. Consultant will satisfactorily complete the necessary environmental, biological, safety training required to complete the Agreement tasks in accordance with federal, state, and local laws, regulations, and ordinances required for the construction of the Project.
3. Construction Contractor will conduct all biological inspections, monitoring, and reporting. Consultant will provide regulatory compliance oversight to confirm Contractor's work and verify compliance with Project permits and Specifications.
4. Valley Water will be the point of contact with the regulatory agencies.
5. Regulatory compliance violations will be reported by the Consultant to the Valley Water immediately upon discovery.
6. Special inspections for Soil (Grading, Excavation, and Backfill) and sheet pile installation will be completed on an intermittent, part-time basis at the discretion of the Consultant and/or the direction of Valley Water, and in accordance with the Specifications.
7. Additional special inspection and/or testing of asphalt concrete and Portland cement concrete may be performed pursuant to Task 10 Supplemental Services, Task 10.2.2
8. Additional Special Inspection/Re-Testing Services and inspection of unanticipated asphalt repair may be performed pursuant to Task 20 Supplemental Services, Task 20.2.5 Re-inspection of unanticipated asphalt repair of Contractor-damaged facilities or structures.
9. Budget includes three full time inspectors and a fourth inspector for peak periods.

Task 17 - Partnering, Claims, and Disputes Management – CCFPP

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

17.1 Partnering. Consultant will attend partnering sessions, which will include the initial partnering session and follow-up sessions, after construction commences, as directed by Valley Water.

17.2 Claims Management. Consultant will perform services relating to claims and management of disputes. Beginning with commencement of this Agreement, Consultant will identify key risks and implement proactive strategies to address potential claims and disputes before they occur. One method of addressing disputes that may arise during construction is through implementation of a Dispute Review Board (DRB). Consultant will:

17.2.1 Implement Valley Water-approved procedures including processes for analyzing claims, coordination and communication on disputed issues with Project team, and tracking progress of claims and disputes.

17.2.2 Participate with Valley Water in the Dispute Review Board process, including:

17.2.2.1 Coordinate selection of Valley Water's DRB member;

SCHEDULE CM SCOPE OF SERVICES

- 17.2.2.2 Attend DRB meetings and update the DRB on construction progress and any potential issues that require DRB's resolution; and
- 17.2.2.3 Prepare written "position papers" to be reviewed by Valley Water and which may be used for presentation(s) to the DRB as needed.
- 17.2.3 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.
- 17.2.4 Apply its management skills to avoid or minimize claims during construction by maintaining positive working relationship with the Contractor and making all reasonable efforts to review and resolve disputes on behalf of Valley Water as approved by Valley Water.
- 17.2.5 Identify and resolve claims for additional compensation early and equitably.
- 17.2.6 Apply procedures for enabling work to proceed in the event differences arise over the responsibility for, or cost of, added work.
- 17.2.7 Document events and activities accurately to provide a reliable basis for investigation at a later date.
 - 17.2.7.1 Maintain documentation and records on all relevant decisions and facts relating to disputes on an ongoing basis; and
 - 17.2.7.2 Maintain said records in an orderly manner and make available to Valley Water Project personnel upon request.
- 17.2.8 Analyze claims for additional compensation submitted by Contractor and prepare responses.
- 17.2.9 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.
- 17.2.10 When Contractor files a notice of potential claim or dispute in accordance with the Contract Documents, Consultant will:
 - 17.2.10.1 Promptly notify the Contractor the Notice was received;
 - 17.2.10.2 Notify Valley Water of the dispute; and
 - 17.2.10.3 Assign a dispute tracking number to the dispute and create a dispute file.

SCHEDULE CM SCOPE OF SERVICES

- 17.2.11 The following information will be prepared and continuously updated and maintained in the dispute file by Consultant:
- a. All formal data, pertinent data, and records such as daily Contractor reports, progress pay reports, special meeting notes, reports, summaries, etc.;
 - b. Summary of the dispute, by issue, clearly stating the Contractor's position on each issue:
 - 1) A summary sheet with a chronological listing of events and/or items such as letters to Contractor, meetings, etc., and a brief statement of content;
 - 2) Documentation of pertinent conversations with Contractor;
 - 3) All pertinent inspection reports; and
 - 4) Captioned and dated photos and video tape.
 - c. Additional documents such as:
 - 1) Drawings, shop drawings and Technical Specifications with the areas in question highlighted or noted by other appropriate means;
 - 2) Correspondence between Consultant and Contractor, Consultant and Valley Water, etc.; and
 - 3) Any other documentation that supports the position of the Contractor and Consultant etc.
- 17.2.12 If a potential claim is not resolved as of the time the Project is complete, Consultant will prepare a formal claims report stating the Consultant's recommendation for resolution of the dispute or claim. The claims report will be prepared in the appropriate format and solely to assist Valley Water Legal Counsel.

17.3 Project-Specific Sub-Tasks

17.3.1 Not Used

Task 17 - Deliverables

1. Organize Dispute Review Board and generate DRB agenda and meeting minutes
2. Maintain documentation regarding potential and actual disputes to provide for a reliable basis for investigation
3. Maintain a Dispute File for actual disputes
4. Claim status reports (draft and final)
5. Claim analysis reports (draft and final)
6. Formal claims report as needed (draft, draft final, final)

SCHEDULE CM SCOPE OF SERVICES

7. Written position statements, verbal presentations, regular updates on progress of Project to DRB

Task 7 - Assumptions

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

Task 18 - Environmental Compliance Services – CCFPP

- A. The Consultant will review, inspect, and monitor the Contractor's compliance with the Project specifications, 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.
- B. Consultant will monitor compliance with Division 1 Specifications including mitigation commitments, wildlife protection and environmental permits, discharge permits, and erosion and sedimentation control requirements.
- C. The Consultant will also monitor the Contractor's noise, vibration and traffic, and odor control mitigation plans for compliance with Contract Documents. Consultant will provide the Contractor and Valley Water with written notification of compliance concerns.

Task 18 – Deliverables

1. Monitoring and compliance with the Project specifications, environmental documents, permits and mitigation measures during construction.
2. Notifications of environmental non-conformance to the Contractor and Valley Water
3. Records of Compliance correspondence with Contractor
4. Daily Reports of Permit violations

Task 18 – Assumptions

1. Consultant's level of effort for environmental compliance services includes 160 hours of contractor monitoring and compliance support.
2. Consultant will complete and submit Monthly Environmental Compliance Inspection Reports (MECIRs) during Milestone 1 work.

Task 19 - Acceptance and Closeout – CCFPP

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

- 19.1 Acceptance and Contract Closeout.** The Consultant will begin the process of milestone acceptance near the conclusion of Milestones #1 and #2. The Consultant will begin the process of construction acceptance and Construction Contract closeout near the conclusion of the construction of Milestone #2. The Consultant will implement the steps listed in Valley Water's Construction Manual and Consultant's CM best practices as

SCHEDULE CM SCOPE OF SERVICES

applicable and appropriate. Each step will be documented and include a complete review of contract administration, quality assurance and inspection, Special Provisions, and regulatory agency permit conditions.

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

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

19.1.2.1 Manage Deficiency List process;

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

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

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

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

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

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

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

19.2 Project-Specific Sub-Tasks

19.2.1 Not Used

SCHEDULE CM SCOPE OF SERVICES

Task 19 - Deliverables

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

Task 19 - Assumptions

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

Task 20 - Supplemental Services – CCFPP

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

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

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

20.2 Additional Services. Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 11 through 19 as Task 20 Supplemental Services, to include, but not be limited to:

- 20.2.1 Additional Special Inspection / Re-Testing Services. Includes special inspection of materials not listed in Task 16.4 Special and Specialty Inspections and re-testing of fill placement beyond the limits identified in Task 16.4.2. Soils Testing.
- 20.2.2 Re-Monitoring and Re-Inspection of Contractor's Environmental Compliance. Includes environmental monitoring and inspections beyond the limits identified in Task 8 Environmental Compliance Services.

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20.2.3 Additional Claims Management. Provide claims management assistance beyond the limits identified in Task 17 Partnering, Claims and Disputes Management For CCFPP

20.2.4 Additional Arborist and Archeological Consulting. Provide specialized arborist and archeological consultation beyond the limits identified in this Agreement.

20.2.5 Re-Inspection of unanticipated asphalt repair of Contractor-damaged facilities or structures.

20.2.6 Additional meetings (in-person or teleconference calls).

20.2.7 Additional status/progress reports.

20.2.8 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications.

20.2.9 Additional public outreach services.

20.2.10 Additional engineer field coverage at the Project Engineer rate.

20.2.11 Additional Partnering sessions.

20.2.12 Additional environmental compliance services.

Task 20 – Assumptions

1. None.

7. Attachments

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

Revised Attachment One - Fees and Payments

Revised Attachment Two - Schedule of Completion

Revised Attachment Three - Consultant's Key Staff and Subconsultants

Revised Attachment Four - Reference Materials

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**SCHEDULE CM
REVISED 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 **\$16,510,547**. 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.

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**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

Task	Description	Original Not-to-Exceed Fees	Amendment No. 1 Not-to-Exceed Fees	Revised Total Not-to-Exceed Fees
1	Project Management – CCFMMP	\$267,461	-	\$267,461
2	Preconstruction Services – CCFMMP. Completed	\$29,614	-	\$29,614
3	Construction Management – CCFMMP	\$1,017,128	-	\$1,017,128
4	Construction Administration and Change Management – CCFMMP	\$963,022	-	\$963,022
5	Safety Management – CCFMMP	\$73,808	-	\$73,808
6	Construction Inspections – CCFMMP	\$2,022,512	-	\$2,022,512
7	Partnering, Claims, and Disputes Management – CCFMMP	\$293,620	-	\$293,620
8	Environmental Compliance Services – CCFMMP	\$89,501	-	\$89,501
9	Acceptance and Closeout – CCFMMP	\$106,432	-	\$106,432
10	Supplemental Services – CCFMMP	\$729,465	-	\$729,465
11	Project Management – CCFPP	-	\$471,535	\$471,535
12	Preconstruction Services – CCFPP	-	\$85,326	\$85,326
13	Construction Management – CCFPP	-	\$2,001,330	\$2,001,330
14	Construction Administration and Change Management – CCFPP	-	\$2,680,103	\$2,680,103

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

15	Safety Management – CCFPP	-	\$67,096	\$67,096
16	Construction Inspections – CCFPP	-	\$4,244,387	\$4,244,387
17	Partnering, Claims, and Disputes Management – CCFPP	-	\$259,573	\$259,573
18	Environmental Compliance Services – CCFPP	-	\$215,959	\$215,959
19	Acceptance and Closeout – CCFPP	-	\$218,252	\$218,252
20	Supplemental Services – CCFPP	-	\$1,019,132	\$1,019,132
Total Not-to-Exceed Fees		\$5,592,563	\$11,262,693	\$16,855,256

3. Terms and Conditions (REVISED)

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

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

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

B. Reimbursable Expenses

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager will be billed on a monthly basis at actual cost linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by the Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost.
 2. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
 3. Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager (VWPM). For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager (VWPM) for a different type of vehicle.
 4. Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.
- C. For staff with rates exceeding the rate of \$[RATE LIMIT]/hr., the Consultant must obtain written approval from Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

D. Prevailing Wage Requirements

- 1) The Scope of Services described in Tasks 3, 6, 13 and 16 are considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

- 2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE (REVISED)

CLASSIFICATION	HOURLY/ UNIT RATE (effective 4/25/23)	HOURLY/ UNIT RATE (effective 8/1/23)	HOURLY/ UNIT RATE (effective 11/29/23)	HOURLY/ UNIT RATE (effective 4/16/24)	HOURLY/ UNIT RATE (effective 4/25/24)	HOURLY/ UNIT RATE (effective 8/1/24)	HOURLY/ UNIT RATE (effective 4/25/25)
Consultant: Ghirardelli Associates, Inc.							
Resident Engineer	\$280.28	-	-	-	\$287.29	-	\$ 294.47
Assistant RE	\$205.06	-	-	-	\$210.19	-	\$ 215.44
Assistant Resident Engineer 2	-	-	-	\$185.44	\$190.08	-	\$ 194.83
Office Engineer	\$191.44	-	-	-	\$196.23	-	\$ 201.14
Scheduler	\$270.53	-	-	-	\$277.29	-	\$ 284.22
Project Engineer/Structures	\$255.00	-	-	-	\$261.38	-	\$ 267.91
Construction Inspector (ST)	\$185.44	-	-	-	\$190.08	-	\$ 194.83
Construction Inspector (OT)	-	\$222.39	-	-	\$227.95	-	\$ 233.65
Construction Inspector (DT)	-	\$259.35	-	-	\$265.83	-	\$ 272.48
Claims Analyst	-	-	\$255.00	-	\$261.38	-	\$ 267.91
Subconsultant: Alpha CM							
Construction Inspector (ST)	\$186.18	-	-	-	\$190.83	-	\$ 195.60
Construction Inspector (OT)	-	\$223.68	-	-	\$229.27	-	\$ 235.00
Construction Inspector (DT)	-	\$261.18	-	-	\$267.71	-	\$ 274.40
Subconsultant: Circlepoint							
Sr. Project Manager/Sr. Advisor	\$202.97	-	-	-	-	-	
Subconsultant: Keish							
Sr. Environmental Engineer	\$288.26	-	-	-	\$295.47	-	\$ 302.86
Sr. Environmental Specialist	\$230.96	-	-	-	\$236.73	-	\$ 242.65
Environmental Engineer II	\$217.35	-	-	-	\$222.78	-	\$ 228.35
Environmental Engineer I	\$149.45	-	-	-	\$153.19	-	\$ 157.02

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

Environmental Inspector	\$110.22	-	-	-	-	\$112.98	-	\$	115.80
Subconsultant: DZC									
Principal Archaeologist/PM III	\$155.03	-	-	-	-	-	-	\$	158.91
Subconsultant: Dokken									
Arborist/Associate Environmental Planner 2	\$138.01	-	-	-	-	-	-	\$	141.46
Subconsultant: Geocon Consultants, Inc.									
Engineering Assistant/Laboratory Technician	\$90.00	-	-	-	-	-	-	\$	92.25
Engineering Field Technician/Special Inspector I	\$130.00	-	-	-	-	-	-	\$	133.25
Engineering Field Technician/Special Inspector II	\$140.00	-	-	-	-	-	-	\$	143.50
Engineering Field Technician/Special Inspector III/Equipment Operator	\$150.00	-	-	-	-	-	-	\$	153.75
Word Processor/Technical Editor/Draftsman	\$85.00	-	-	-	-	-	-	\$	87.13
Research Assistant/Technical Illustrator/Senior Draftsman	\$100.00	-	-	-	-	-	-	\$	102.50
Project Coordinator/GIS Specialist	\$110.00	-	-	-	-	-	-	\$	112.75
Staff Engineer/Geologist/Scientist/Field Supervisor	\$125.00	-	-	-	-	-	-	\$	128.13
Senior Staff Engineer/Geologist/Scientist	\$135.00	-	-	-	-	-	-	\$	138.38
Project Engineer/Geologist/Scientist/Construction Supervisor	\$145.00	-	-	-	-	-	-	\$	148.63
Senior Project Engineer/Geologist/Scientist	\$160.00	-	-	-	-	-	-	\$	164.00

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist	\$175.00	-	-	-	-	-	-	-	\$ 179.38
Associate Engineer/Geologist/Scientist	\$200.00	-	-	-	-	-	-	-	\$ 205.00
Principal Engineer/Geologist/Scientist/Litigation Support	\$240.00	-	-	-	-	-	-	-	\$ 246.00
Vehicle Mileage	Current IRS Rate	-	-	-	-	-	-	-	-
Pick-up Truck	\$125/day	-	-	-	-	-	-	-	\$128/day
Equipment Truck	\$200/day	-	-	-	-	-	-	-	\$205/day
Direct-Push Rig/Operator	\$185/hour	-	-	-	-	-	-	-	\$190/hour
Direct-Push Rig/Operator (Prevailing Wage)	\$225/hour	-	-	-	-	-	-	-	\$231/hour
Direct-Push Sample Liner	\$10 each	-	-	-	-	-	-	-	\$10/each
Equipment Trailer	\$100/day	-	-	-	-	-	-	-	\$103/day
Coring Machine	\$200/day	-	-	-	-	-	-	-	\$205/day
Generator or Air Compressor	\$150/day	-	-	-	-	-	-	-	\$154/day
GPS Unit	\$160/day	-	-	-	-	-	-	-	\$164/day
Drive-Tube Sampler or Hand Auger	\$50/day	-	-	-	-	-	-	-	\$51/day
Soil Sample Tube	\$10 each	-	-	-	-	-	-	-	\$10/each
Water Level Indicator	\$40/day	-	-	-	-	-	-	-	\$41/day
Battery-Powered Pump	\$75/day	-	-	-	-	-	-	-	\$77/day
55-gallon drum	\$65/day	-	-	-	-	-	-	-	\$67/day
Naturally Occurring Asbestos (CARB 435)	\$90 each	-	-	-	-	-	-	-	\$92/each
Asbestos PLM	\$20 each	-	-	-	-	-	-	-	\$21/each
Asbestos 1,000-pt Count	\$80 each	-	-	-	-	-	-	-	\$82/each
48-hr/24-hr Turnaround Time	60%/100% Surcharge	-	-	-	-	-	-	-	-

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

4-inch mold (D1557/D698)	\$225 each	-	-	-	-	-	-	\$231/each
6-inch mold (D1557/D698)	\$225 each	-	-	-	-	-	-	\$231/each
Resistance Value, R-Value (D2844/CAL301)	\$300 each	-	-	-	-	-	-	\$308/each
R-Value, Treated (CAL 301)	\$325 each	-	-	-	-	-	-	\$333/each
#200 Wash (D1140/C117)	\$90 each	-	-	-	-	-	-	\$92/each
Wet Sieve Analysis to #200 (D422/CAL202)	\$120 each	-	-	-	-	-	-	\$123/each
Dry Sieve Analysis, 1.5" + Aggregate (D6913)	\$350 each	-	-	-	-	-	-	\$359/each
Hydrometer Analysis (D422)	\$165 each	-	-	-	-	-	-	\$169/each
Sieve Analysis with Hydrometer (D422)	\$200 each	-	-	-	-	-	-	\$205/each
Specific Gravity, Soil (T100)	\$100 each	-	-	-	-	-	-	\$103/each
Specific Gravity Coarse Aggregate (C127)	\$60 each	-	-	-	-	-	-	\$62/each
Specific Gravity Fine Aggregate (C128)	\$75 each	-	-	-	-	-	-	\$77/each
Moisture Determination, tube sample (D2216)	\$20 each	-	-	-	-	-	-	\$21/each
Moisture Determination and Unit Weight (D2937)	\$40 each	-	-	-	-	-	-	\$41/each
Atterberg Limits: Plasticity Index (D4318)	\$200 each	-	-	-	-	-	-	\$205/each
Sand Equivalent (D2419/CAL217)	\$100 each	-	-	-	-	-	-	\$103/each
pH and Resistivity (CAL643)	\$120 each	-	-	-	-	-	-	\$123/each
Cut/Extract Shelby Tube	\$100 each	-	-	-	-	-	-	\$103/each
Unconfined Compression (D2166)	\$100 each	-	-	-	-	-	-	\$103/each
Direct Shear (3 pts.) (D3080)	\$325 each	-	-	-	-	-	-	\$333/each
Unconsolidated-Undrained Triaxial Shear (D2850)	\$125/point	-	-	-	-	-	-	\$128/point
Unconsolidated-Undrained Triaxial Staged (D2850)	\$175 each	-	-	-	-	-	-	\$179/each

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

Consolidated-Undrained Triaxial Shear (D4767)	\$300/point	-	-	-	-	-	-	\$308/point
Consolidated-Undrained Triaxial Staged (D4767)	\$375 each	-	-	-	-	-	-	\$384/each
Consolidated-Drained Triaxial Shear (EM1110)	\$400/point	-	-	-	-	-	-	\$410/point
Consolidated-Drained Triaxial Staged (EM1110)	\$500 each	-	-	-	-	-	-	\$513/each
Consolidation (D2435)	\$60/point	-	-	-	-	-	-	\$62/point
Sieve Analysis to #200 (C136)	\$120 each	-	-	-	-	-	-	\$123/each
Durability Index (D3744/CAL229)	\$165 each	-	-	-	-	-	-	\$169/each
Fine Aggregate Angularity (CAL234)	\$125 each	-	-	-	-	-	-	\$128/each
Flat and Elongated Particles (D4791/CAL235)	\$150 each	-	-	-	-	-	-	\$154/each
Percent Crushed Particles (CAL205)	\$150 each	-	-	-	-	-	-	\$154/each
Compressive Strength, Cast Cylinders (C39)	\$30 each	-	-	-	-	-	-	\$31/each
Compressive Strength, Cores (C42)	\$60 each	-	-	-	-	-	-	\$62/each
Flexural Strength Beam (C78/C293)	\$80 each	-	-	-	-	-	-	\$82/each
Splitting Tensile Test (C496)	\$80 each	-	-	-	-	-	-	\$82/each
DSA Masonry Shear (DSA-207)	\$75 each	-	-	-	-	-	-	\$77/each
Shotcrete Panel Coring and Comp. Strength (C1140)	\$80 each	-	-	-	-	-	-	\$82/each
Rebar Tensile/Bend (up to #11)	\$200 each	-	-	-	-	-	-	\$205/each
Rebar Tensile/Bend (#11 and Larger)	\$250 each	-	-	-	-	-	-	\$256/each
CMU Compressive Strength (C140)	\$100 each	-	-	-	-	-	-	\$103/each
Compressive Strength, Grout (C1019/UBC 21-19)	\$30 each	-	-	-	-	-	-	\$31/each
Compressive Strength, Mortar (C109/UBC 21-15, 16)	\$30 each	-	-	-	-	-	-	\$31/each

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

CMU Unit Wt., Dimen., Absorption (C140)	\$75 each	-	-	-	-	-	-	\$77/each
Compressive Strength, Masonry Prism (C1314)	\$250 each	-	-	-	-	-	-	\$256/each
HMA Air Voids, Gyratory (T269)	\$525 each	-	-	-	-	-	-	\$538/each
Hamburg Wheel Tracker (T324)	\$1,000 each	-	-	-	-	-	-	\$1,025/each
Theoretical Max. Specific Gravity (D2041/CAL309)	\$175 each	-	-	-	-	-	-	\$179/each
Ignition/Sieve Analysis (C136/CAL202)	\$220 each	-	-	-	-	-	-	\$226/each
HMA Core Unit Weight (D1188/CAL308)	\$100 each	-	-	-	-	-	-	\$103/each
% Asphalt, Ignition Method (D6307/CAL382)	\$125 each	-	-	-	-	-	-	\$128/each
% Asphalt, Ignition Calibration (D6307/CAL382)	\$400 each	-	-	-	-	-	-	\$410/each
Tensile Strength Ratio (T283)	\$1,000 each	-	-	-	-	-	-	\$1,025/each
Laboratory Testing (Rush Turnaround)	2x surcharge	-	-	-	-	-	-	2x surcharge
L.A. Rattler Test (ASTM C131)	-	-	-	-	-	-	\$200 each	\$205/each
Subconsultant: Towill, Inc.								
Principal Land Surveyor	\$255.00	-	-	-	-	-	-	\$ 261.38
Survey Project Manager	\$230.00	-	-	-	-	-	-	\$ 235.75
Project Surveyor	\$177.00	-	-	-	-	-	-	\$ 181.43
Associate Surveyor	\$163.00	-	-	-	-	-	-	\$ 167.08
Office Survey Technician	\$133.00	-	-	-	-	-	-	\$ 136.33
Survey CAD Technician	\$110.00	-	-	-	-	-	-	\$ 112.75
Party Chief	\$165.00	-	-	-	-	-	-	\$ 169.13
Chainman	\$150.00	-	-	-	-	-	-	\$ 153.75
Apprentice Chainman	\$135.00	-	-	-	-	-	-	\$ 138.38

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

2 Man Crew	\$315.00	-	-	-	-	-	-	-	\$ 322.88
Crew Travel	\$66.00	-	-	-	-	-	-	-	\$ 67.65
Vehicle Mileage	Current IRS rate	-	-	-	-	-	-	-	-
Subconsultant: Inspection Services, Inc.									
Group #1 Union Inspector	\$155.55	-	-	-	-	-	-	-	\$ 159.44
Group #2 Union Inspector	\$149.97	-	-	-	-	-	-	-	\$ 153.72
Group #3 Union Inspector	\$130.15	-	-	-	-	-	-	-	\$ 133.40
Group #4 Union Inspector	\$113.72	-	-	-	-	-	-	-	\$ 116.56
Group #5 Union Inspector	\$92.73	-	-	-	-	-	-	-	\$ 95.05
Group #6 Union Inspector	\$85.57	-	-	-	-	-	-	-	\$ 87.71
Project Manager	\$170.28	-	-	-	-	-	-	-	\$ 174.54
Sieve Fine/Coarse Aggregates	\$118 each	-	-	-	-	-	-	-	\$121/each
Materials Finer than #200 Sieve by Washing	\$108 each	-	-	-	-	-	-	-	\$111/each
Gradation	\$190 each	-	-	-	-	-	-	-	\$195/each
Sp. Gravity/Absorption of Coarse Agg	\$97 each	-	-	-	-	-	-	-	\$99/each
Sp. Gravity/Absorption of Fine Agg	\$133 each	-	-	-	-	-	-	-	\$136/each
Bulk Density (Unit Weight) and Voids of Agg	\$118 each	-	-	-	-	-	-	-	\$121/each
Clay Lumps and Friable Particles in Agg	\$77 each	-	-	-	-	-	-	-	\$79/each
Cleaness Value of Coarse Agg	\$195 each	-	-	-	-	-	-	-	\$200/each
Aggregate Durability Index	\$370 each	-	-	-	-	-	-	-	\$379/each
Percent Crushed Particles	\$242 each	-	-	-	-	-	-	-	\$248/each
Fine Aggregate Angularity	\$133 each	-	-	-	-	-	-	-	\$136/each
Materials Finer than #200 Sieve	\$108 each	-	-	-	-	-	-	-	\$111/each
Liquid Limit, Plastic Limit and PI	\$211 each	-	-	-	-	-	-	-	\$216/each

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

Particle Size Analysis of Soils	\$190 each	-	-	-	-	-	-	-	\$195/each
Hydrometer Analysis, incl. Sp. Gravity	\$448 each	-	-	-	-	-	-	-	\$459/each
Soil Classification	\$473 each	-	-	-	-	-	-	-	\$485/each
Specific Gravity of Soils	\$195 each	-	-	-	-	-	-	-	\$200/each
Moisture Content of Soil/Agg	\$41 each	-	-	-	-	-	-	-	\$42/each
Moisture Content & Density of Soil from Borings	\$77 each	-	-	-	-	-	-	-	\$79/each
Sand Equivalent for Soils/Fines	\$169 each	-	-	-	-	-	-	-	\$173/each
Lab Compaction (Standard) A/B (4" Mold)	\$288 each	-	-	-	-	-	-	-	\$295/each
Lab Compaction (Standard) C (6" Mold)	\$345 each	-	-	-	-	-	-	-	\$354/each
Lab Compaction (Modified) A/B (4" Mold)	\$288 each	-	-	-	-	-	-	-	\$295/each
Lab Compaction (Modified) C (6" Mold)	\$345 each	-	-	-	-	-	-	-	\$354/each
Oversize Correction for Lab Compaction	\$77 each	-	-	-	-	-	-	-	\$79/each
Unconfined Comp. Strength inc. MD	\$154 each	-	-	-	-	-	-	-	\$158/each
Density/Unit Weight by Sand Cone Method	\$46 each	-	-	-	-	-	-	-	\$47/each
R-value of Compacted Soils w/no Addt	\$525 each	-	-	-	-	-	-	-	\$538/each
California Impact Test Max Wet Density	\$401 each	-	-	-	-	-	-	-	\$411/each
Maximum Index Density on Vibratory Table	\$391 each	-	-	-	-	-	-	-	\$401/each
LA Abrasion Resistance	\$267 each	-	-	-	-	-	-	-	\$274/each
Aggregate Soundness Sodium Sulfate	\$139 each	-	-	-	-	-	-	-	\$142/each
R-Value of Compacted Soils w/Field Addt	\$561 each	-	-	-	-	-	-	-	\$575/each
R-Value of Compacted Sils w/Lab Addt	\$648 each	-	-	-	-	-	-	-	\$664/each
Flat & Elongated Particles	\$226 each	-	-	-	-	-	-	-	\$232/each
CTB Compressive Strength	\$144 each	-	-	-	-	-	-	-	\$148/each
Moisture Content of Asphalt Mixture	\$72 each	-	-	-	-	-	-	-	\$74/each

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

Bulk Specific Gravity of Bituminous Mixture	\$77 each	-	-	-	-	-	-	\$79/each
Theoretical Maximum Sp. Gravity and Density	\$139 each	-	-	-	-	-	-	\$142/each
Asphalt Content by Vacuum Extraction	\$128 each	-	-	-	-	-	-	\$131/each
Asphalt Content by Ignition Method	\$216 each	-	-	-	-	-	-	\$221/each
Asphalt Content by Nuclear Method	\$108 each	-	-	-	-	-	-	\$111/each
Stabilometer Value	\$169 each	-	-	-	-	-	-	\$173/each
Recommending Optimum Bitumen Content	\$2,781 each	-	-	-	-	-	-	\$2851/each
Optimum Bitumen Content of Open Grade	\$798 each	-	-	-	-	-	-	\$818/each
QC Plan for Caltrans QC/QA projects	\$1,699 each	-	-	-	-	-	-	\$1741/each
Tensile Strength Ratio	\$1,452 each	-	-	-	-	-	-	\$1,488/each
Marshall Compacted Sample (set of 3)	\$288/set	-	-	-	-	-	-	\$295/set
Marshall Stability and Flow, Air Voids	\$118 each	-	-	-	-	-	-	\$121/each
Bulk Specific Gravity of Core Sample	\$82 each	-	-	-	-	-	-	\$84/each
Theoretical Max Specific Gravity (Rice)	\$144 each	-	-	-	-	-	-	\$148/each
Sieve Analysis of Extracted Aggregate	\$190 each	-	-	-	-	-	-	\$195/each
Marshall Mix Design	\$2,781 each	-	-	-	-	-	-	\$2851/each
Bulk Specific Gravity of Compacted Samples	\$118 each	-	-	-	-	-	-	\$121/each
Swell of Bituminous Mixtures	\$144 each	-	-	-	-	-	-	\$148/each
Moisture Vapor Susceptibility of Mixture	\$267 each	-	-	-	-	-	-	\$274/each
Centrifuge Kerosene Equivalent and ABR	\$221 each	-	-	-	-	-	-	\$227/each
Lab Test Maximum Density	\$473/set	-	-	-	-	-	-	\$485/set
Compression Test 3"x6" or 4"x8" Cyl	\$61 each	-	-	-	-	-	-	\$63/each

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

Compression Test of Shotcrete/Concrete Core	\$113 each	-	-	-	-	-	-	\$116/each
Unit Weight of Freshly-Mixed Concrete	\$56 each	-	-	-	-	-	-	\$57/each
Density, Absorption, Voids in Hard Concrete	\$92 each	-	-	-	-	-	-	\$94/each
Unit Weight of Controlled Density Material	\$72 each	-	-	-	-	-	-	\$74/each
Compressive Strength of Insulating Concrete	\$72 each	-	-	-	-	-	-	\$74/each
Density of Lightweight Concrete	\$113 each	-	-	-	-	-	-	\$116/each
Compression Test 6"x12" Cyl	\$82 each	-	-	-	-	-	-	\$84/each
pH Value Determination	\$15 each	-	-	-	-	-	-	\$15/each
Concrete Maturity Sensors	\$77 each	-	-	-	-	-	-	\$79/each
Compression Test of Plaster Cylinder or Cube	\$77 each	-	-	-	-	-	-	\$79/each
Drying Shrinkage of CMU Units	\$242 each	-	-	-	-	-	-	\$248/each
Compression Test 2"x2" Cube	\$77 each	-	-	-	-	-	-	\$79/each
Compression Test 2"x4" Mortar or Grout	\$61 each	-	-	-	-	-	-	\$63/each
Compression Test 4"x4" Grout Prism	\$77 each	-	-	-	-	-	-	\$79/each
Compression Test Masonry Prism	\$200 each	-	-	-	-	-	-	\$205/each
Compression Test Masonry Block	\$128 each	-	-	-	-	-	-	\$131/each
Tensile Test of Miscellaneous Steel	\$128 each	-	-	-	-	-	-	\$131/each
Tensile and Bend Test of Miscellaneous Steel	\$159 each	-	-	-	-	-	-	\$163/each
Mechanical Properties of HSB w/nuts/Washers	\$324/set	-	-	-	-	-	-	\$332/each
Mechanical Properties of End-Welded Studs	\$149 each	-	-	-	-	-	-	\$153/each
QC/QA Engineering Consulting Services	\$185/hour	-	-	-	-	-	-	\$190/hour
Pavement Design/Consulting	\$200/hour	-	-	-	-	-	-	\$205/hour

**SCHEDULE CM
REVISED ATTACHMENT ONE
FEES AND PAYMENTS**

Soil Compaction Test Review	\$200/hour	-	-	-	-	-	\$205/hour
Asphalt Mix Design Review	\$212 each	-	-	-	-	-	\$217/each
Nuclear Gauge Compaction Testing Equipment	\$10/hour	-	-	-	-	-	\$10/hour
Sandcone Compaction Testing Equipment	\$10/hour	-	-	-	-	-	\$10/hour
Coring Rig Equipment	\$75/hour	-	-	-	-	-	\$77/hour

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**SCHEDULE CM
REVISED ATTACHMENT TWO
SCHEDULE OF COMPLETION**

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

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management – CCFMMP	Duration of Agreement
2	Preconstruction Services – CCFMMP	Completed
3	Construction Management – CCFMMP	Duration of Agreement
4	Construction Administration and Change Management – CCFMMP	Duration of Agreement
5	Safety Management – CCFMMP	Duration of Agreement
6	Construction Inspections – CCFMMP	Duration of Agreement
7	Partnering, Claims, and Disputes Management – CCFMMP	Duration of Agreement
8	Environmental Compliance Services – CCFMMP	Duration of Agreement
9	Acceptance and Closeout – CCFMMP	Duration of Agreement
10	Supplemental Services – CCFMMP	Duration of Agreement
11	Project Management – CCFPP	Duration of Agreement
12	Preconstruction Services – CCFPP	
13	Construction Management – CCFPP	Duration of Agreement
14	Construction Administration and Change Management – CCFPP	Duration of Agreement
15	Safety Management – CCFPP	Duration of Agreement
16	Construction Inspections – CCFPP	Duration of Agreement
17	Partnering, Claims, and Disputes Management – CCFPP	Duration of Agreement
18	Environmental Compliance Services – CCFPP	Duration of Agreement
19	Acceptance and Closeout – CCFPP	Duration of Agreement
20	Supplemental Services – CCFPP	Duration of Agreement

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

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

Team C	Classification and Project Role	Contact Information
Charles Krueger, PE, QSD	Project Manager/Resident Engineer	6601 Owens Drive, Suite 155, Pleasanton, CA 94588 charlie@ghirardelliassoc.com 510.867.4452
David Kaulfers, PE, PMP	Assistant Resident Engineer	6601 Owens Drive, Suite 155, Pleasanton, CA 94588 dkaulfers@ghirardelliassoc.com 510.590.2774
Fernando Bravo, PE, QSD, CFM	Assistant Resident Engineer	6601 Owens Drive, Suite 155, Pleasanton, CA 94588 fbravo@ghirardelliassoc.com 650.339.1503
Scott Buckley, PE, PMP	Project Manager/ Resident Engineer/ Structures Representative	6601 Owens Drive, Suite 155, Pleasanton, CA 94588 sbuckley@ghirardelliassoc.com 925.989.3806
Jim Gehle	Scheduler	6601 Owens Drive, Suite 155, Pleasanton, CA 94588 jgehle@ghirardelliassoc.com 415.942.3286
Oz Mejia	Construction Inspector	6601 Owens Drive, Suite 155, Pleasanton, CA 94588 lkubacki@ghirardelliassoc.com 408.660.5545
Ethan Wang	Construction Inspector	6601 Owens Drive, Suite 155, Pleasanton, CA 94588 ewang@ghirardelliassoc.com 408.549.4633

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

Subconsultant Firm	Project Role	Contact Information
Alpha CM, Inc.	Assistant Resident Engineer, Inspection, Scheduling Support	Dave Latona 2223 Santa Clara Avenue, Ste. B8 Alameda, CA 94501 dlatona@alphacmnc.com 707.337.6798

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

Subconsultant Firm	Project Role	Contact Information
Circlepoint	Public Outreach Support	Ivy Morrison 200 Webster Street, Ste. 200 Oakland, CA 94607 i.morrison@circlepoint.com 510.333.4742
Dokken Engineering	Arborist/Biologist	Sarah Holm 110 Blue Ravine Road, Ste. 200 Folsom, CA 95630 sholm@dokkenengineering.com 916.990.3034
DZC Archaeological & Cultural Resource Consulting, Inc.	Archaeological	Dimitra Zalarvis-Chase 2370 Lindstrom Avenue Fairhaven, CA 95564 dimitra@dzcarc.com 707.599.9842
Geocon Consultants, Inc.	Materials Testing and Special Inspection	Jacob Bishop-Moser 6671 Brisa Street Livermore, CA 94550 bishopmoser@geoconinc.com 510.266.2020
Inspection Services, Inc.	Materials Testing and Special Inspection	Jay Lorenzo 1798 University Avenue Berkeley, CA 94703-1514 jlorenzo@inspectionsservices.net 510.900.2100
Keish Environmental, PC	Environmental Compliance	Rachael Keish 2033 Gateway Place, Ste. 556 San Jose, CA 95110 rachael@keishenv.com 408.592.0223
Towill, Inc.	Surveying/Staking/Drone	John May 2300 Clayton Road, Ste. 1200 Concord, CA 94520-2176 john.may@towill.com 510.857.7143

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**SCHEDULE CM
REVISED ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	Santa Clara Valley Water District (District) Standards for GIS Products April 2021 version http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Valley Water Construction Manual, January 2023
4	Guidelines for Contractor's As-Built Mark-Ups or Engineer's Record Drawings.pdf, December 2009
5	Clean Water Act Section 401 Water Quality Certification Project No. 91864005 FERC Project No. 5737 ¹ , November 2020 and the Condition 7 Compliance Plan, November 2022. for the Coyote Creek Flood Management Measures Project, Santa Clara County, California State Water Resources Control Board.
6	Lake and Streambed Alteration Agreement, Notification No. 1600-2020-0236-R3 ² , July 12, 2021, and 1600-2020-0236-R3 Amendment 2 January 23, 2023, Coyote Creek Flood Management Measures Project, California Department of Fish and Wildlife.
7	FOCP Valley Habitat Agency Reporting File Number: SVWD-2021-006 ³ , Coyote Creek Flood Management Measures Project, June 2021
8	Santa Clara Valley Water District, Draft 100% Construction Contract Documents for the Coyote Creek Flood Management Measures Project, provided to Consultant, October 2022.
9	Santa Clara Valley Water District, 100% Contract Bid Documents for the Coyote Creek Flood Management Measures Project, provided to Consultant March 2023.
10	Santa Clara Valley Water District, Date TBD, 100% "Conformed Set" of Contract Documents for the Coyote Creek Flood Management Measures Project, to be provided to Consultant upon issuance of the "Conformed Set" by Valley Water.
11	Santa Clara Valley Water District, Date TBD, Draft 90% Plans and 90% Specifications for the Coyote Creek Flood Protection Project.
12	Santa Clara Valley Water District, Date TBD, Draft Environmental Impact Report for the Coyote Creek Flood Protection Project.
13	Santa Clara Valley Water District, Date TBD, 100% Contract Bid Documents for the Coyote Creek Flood Protection Project, to be provided to Consultant following Valley Water Board's authorization to advertise the Coyote Creek Flood Protection Project for construction bids.

Ref No.	Description
14	Santa Clara Valley Water District, Date TBD, 100% "Conformed Set" of Contract Documents for the Coyote Creek Flood Protection Project, to be provided to Consultant upon issuance of the "Conformed Set" by Valley Water.

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

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