



STANDARD CONSULTANT AGREEMENT

C0323 (08-03-09)

THIS AGREEMENT "Agreement" is entered into on January 24, 2012, by and between SANTA CLARA VALLEY WATER DISTRICT, ("District"), and BLACK AND VEATCH ("Consultant").

WHEREAS District desires certain services hereinafter described and Consultant is capable of providing and desires to provide such services,

NOW, THEREFORE, District and Consultant for the consideration and upon the terms and conditions specified agree as follows:

SECTION I

SCOPE OF SERVICES

The services to be performed under this Agreement are as described in Appendix One attached hereto and incorporated herein by this reference.

SECTION II

DUTIES OF CONSULTANT

All work performed by Consultant or under its direction must be sufficient to meet the purposes specified in this Agreement, and must be rendered in accordance with the accepted practices and standards of Consultant's profession.

Consultant must stay informed of and observe any and all statutes, laws, ordinances, and regulations pertaining to Consultant's contractual performance. To the extent that any copyrighted materials are used or reproduced for use in such performance, Consultant must secure, at its sole cost and expense, any and all necessary permission to utilize or reproduce such materials in the manner proposed or suggested by the scope of services.

Consultant must not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance in writing by District. The cost of such additional work will be reimbursed to Consultant by District on the same basis as provided in Section IV unless otherwise specified.

If in the performance of the services hereunder, it is necessary to conduct investigations or other operations in the field, security and safety of the area of such field operations under the control of the Consultant will be the responsibility of Consultant.

Where services hereunder include preparation of drawings and other contract documents by Consultant and where, notwithstanding acceptance and approval by District thereof, in the opinion of the District, drawings and other contract documents so prepared are found during the course of construction to require modification due to the oversight, inadvertence or negligent omissions of, errors by, or lack of detail provided by Consultant, such modifications must be made by Consultant without additional compensation. Where such contract documents are used in letting a contract for construction, Consultant will assume responsibility for any direct or actual damages suffered or incurred by the District, including, but not limited to, any increase in compensation due to a construction contractor, which increase is directly attributable to the required changes in the Drawings or other contract documents to the extent caused by Consultant's negligent acts, omissions, or errors.

Consultant is required, at District's request, to meet with District staff regarding performance of the Scope of Services.

In accordance with the provisions of Section 3700 of the California Labor Code, Consultant is required to secure Workers' Compensation insurance for its employees. Consultant must obtain and keep in full force and effect Workers' Compensation insurance necessary in connection with the performance of this Agreement to protect Consultant and its employees under the Workers' Compensation Insurance and Safety Act, including coverage under United States Longshoremen's and Harbor Worker Act, when applicable. Such insurance must be in a standard form and relieve the District of all responsibility therefore. Consultant must, prior to undertaking the work contemplated herein, supply District with a certificate of insurance evidencing that said requirements are fully in effect.

The Santa Clara Valley Water District is an equal opportunity employer and requires its contractors to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any sub-consultant, employee, or applicant for employment, in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay, or other forms of compensation, or against any other person, on the basis of race, color, religion, ancestry, gender, national origin, age (over 40), marital status, medical condition (including cancer), pregnancy, parental status, the exercise of family care leave rights, political affiliation, sexual orientation, gender identity, special disabled veteran status, Vietnam Era veteran and all other Veteran status, or because of a physical or mental disability (including HIV and AIDS). The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (sections 503 and 504); California Fair Employment and Housing Act (Government Code section 12900 et. Seq.); California Labor Code sections 1101 and 1102.

Consultant is responsible for designating a specific person responsible for assuring nondiscrimination and non-harassment as provided in the Agreement. That named individual must investigate all complaints directed to them by District. District will refer complaints in

writing, and investigations will be deemed concluded only upon submission of a written investigation report from the Consultant to the District. The scope of such investigations must include not only officers, employees, and agents of the Consultant, but also all subcontractors, subconsultants, materialmen, and suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender. Failure to take appropriate action is a material breach of the Agreement.

SECTION III

DUTIES OF DISTRICT

District agrees to make available to Consultant all data and information in the possession of District which District deems necessary to the preparation of the work, and District will actively aid and assist Consultant in obtaining such information deemed necessary from other agencies and individuals.

The District will authorize a staff person as the District representative to confer with Consultant relative to Consultant services hereunder. The work in progress hereunder will be reviewed by District at each milestone or at the discretion of District. If the District determines that the work is satisfactory and meets the requirements of the Agreement, it will be approved. If the work is not satisfactory, District will inform Consultant of the changes or revisions necessary to secure approval. However, none of the proposed changes or revisions or anything else in this Agreement should be construed to relieve the Consultant of professional or legal responsibility for the performance of any services. Corrections to the work as a result of errors or omissions of Consultant will not result in additional costs or expenses to District.

SECTION IV

FEES AND PAYMENT

District will pay for the services described in this Agreement according to the fee schedule set forth in Appendix Two attached hereto and incorporated herein by this reference. Payment for services and any other expenses related to this Agreement must not exceed the limit or limits shown in Appendix Two. Such payment is considered as full compensation for all labor, materials, supplies, equipment, and other items used in carrying out the services described in this Agreement.

Consultant must send all invoices to:

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

Consultant must invoice for services on a monthly basis against the schedule of payments outlined in Appendix Two. Each monthly invoice must include a progress statement indicating whether or not the services are on schedule to be completed in accordance with Appendix Three. If completion of the services is not on schedule to be completed per Appendix Three, the progress statement must specify the anticipated length of the delay, the cause of the delay, the measures taken or proposed to mitigate the delay, and the timetable to implement those measures. In addition to ensuring that each invoice is accompanied with a progress statement, Consultant must also ensure that each invoice contains the following information:

- Agreement Number.
- Full Legal Name of Consultant/Firm.
- Payment Remit-to Address.
- Invoice Number.
- Invoice Date (the date invoice is mailed).
- Beginning and end date for billing period that services were provided.

If a progress statement is not attached to the invoice, or if the invoice does not contain the bulleted items above, that invoice will not be processed for payment.

Consultant must maintain records detailing the time worked by each employee and the rate at which the employee's time is being charged. When applicable, invoices must detail the time worked by each class of employee, and the rate at which the class of employee's time is being charged. In order to obtain reimbursement for allowable expenses, the statements must include an itemization of the actual expenses incurred.

Unless otherwise specified, when the total compensation payable under this Agreement exceeds twenty thousand dollars (\$20,000), ten (10) percent of each statement will be withheld by District and not paid to Consultant until thirty (30) calendar days after the assigned District representative signed off the final acceptance for the entire work as stated in Appendix One and close out of the Agreement. Provided that at any time after the completion of the Planning Study Report (PSR) by the Planning Consultant, the District 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 fifty (50) percent of the work will continue to be withheld until final Agreement close out.

SECTION V

TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

Consultant must begin work by the date indicated in the written Notice-to-Proceed from District. The notice will not be issued until after this Agreement has been approved and authorized by District.

The schedule for completion of the work is detailed in Appendix Three attached hereto and incorporated herein by this reference.

SECTION VI

CHANGES IN WORK

District may order, via a written amendment signed by each parties authorized representative, changes in scope or character of work, either decreasing or increasing the amount of Consultant's services.

This Agreement may be terminated for cause by either party for failure to comply with any terms and conditions of this Agreement, provided, however, that the party in breach has five (5) business days or such period as the parties may otherwise agree in writing to cure such breach following written notification. Additionally, this Agreement may be terminated for convenience by the District upon five (5) business days prior written notice to Consultant. In the event of termination of this Agreement, (i) the District's sole obligation will be to pay Consultant for any authorized work performed through the date of the termination, subject to the not-to-exceed amount for each task; and (ii) Consultant must provide the District with all deliverables and other tangible data created through the date of termination. This paragraph will not be deemed to waive, prejudice, or diminish any rights which the District or Consultant may have at law or in equity for an unlawful termination or other breach of this Agreement by the other party.

SECTION VII

DELAYS AND EXTENSIONS

In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Schedule of Completion. All claims for adjustments in Schedule of Completion must be submitted to the District representative by Consultant within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION VIII

RESOLUTION OF DISPUTES

In the event of a dispute regarding performance of any of the terms of this Agreement, the parties agree to proceed as follows:

Internal Review: If Consultant wants to dispute an interpretation or requirement, Consultant must invoke this provision and submit the particulars of Consultant's position in writing to the identified District Representative. District Representative must reply in writing to the Consultant. If Consultant is not satisfied by the response of the District Representative, Consultant may appeal to the District's Contract Administrator, or designee. To exercise this administrative remedy the Consultant must submit their written position, the District Representative's response and any other additional reply information the Consultant deems relevant to the decision, to the District's Contract Administrator, or designee, with a copy to the District Representative. The Contract Administrator may at his/her discretion hold a meeting, ask for additional written information, and/or issue a decision based on the information submitted. If after following the Internal Review Process the Consultant is still not satisfied, Consultant may seek external review.

External Review: Consultant, only after proceeding through the Internal Review Process, or District may seek external review where there is a dispute regarding an interpretation or requirement under the Agreement. The intent of this provision is to provide an informal dispute resolution measure which is alternative to a court action. The parties agree that they will submit the controversy to mediation before a mediator. The selection of the mediator and the ground rules for the mediation must be agreed upon by the parties. If agreement cannot be reached to pursue binding mediation or another acceptable alternative dispute resolution procedure, the matter may be submitted to Court for traditional resolution.

SECTION IX

MISCELLANEOUS PROVISIONS

District reserves the right to approve the Consultant's Project Manager assigned to said work.

Consultant may not assign this Agreement without the express written consent of the District.

Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services as Consultant may render.

Any discretion or right to approve given to any party herein must be exercised in a reasonable manner.

All work performed, and documents produced, pursuant hereto will, upon completion, become the property of District. In the event the work is not completed, the completed portions thereof

will become the property of District. However, District agrees that any reuse of any of the materials so furnished by Consultant will be at District's own risk unless prior written approval has been given by Consultant for such reuse. Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to District by Consultant under terms of this Agreement, in or by any medium (including computer files transmitted electronically or on disk) is deemed to be "work for hire" under the copyright laws of the United States and the copyright will belong to the District. Co-venturers, subcontractors, and vendors to Consultant likewise be bound by these copyright terms. District makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

Consultant represents and warrants that neither it or its Parent or Subsidiary Company is currently acting as consultant or expert for any party in support of a claim, potential claim, or active or potential legal action against the District by such party. Consultant agrees that it or its Parent or Subsidiary Company will not so act as such consultant or expert for the duration of this Agreement without first obtaining the written consent of District.

Neither Consultant, nor any parent or subsidiary of Consultant, nor any affiliated entity sharing substantially similar ownership or control with Consultant, are eligible to bid on any contract to be awarded for the construction of any project which may be the subject of services provided under this Agreement.

Consultant hereby acknowledges that District policy prohibits the acceptance by District personnel of gifts of any kind from vendors or contractors. Consultant must honor this policy by not sending or bringing gifts to the District.

Consultant agrees that District, or its agent, has the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide District, or its agent, with any relevant information requested and will permit District, or its agent, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

It is understood and agreed that the District does not wish to receive from Consultant any confidential information of Consultant or of any third party. Consultant represents and warrants that any information provided to the District in the course of entering into and performing work under this Agreement is not confidential or proprietary to Consultant or any third party. Consultant must maintain confidential all District information which may be disclosed to Consultant where such information by its nature would construed as being confidential by a reasonable person. Consultant will use its best efforts to prohibit any use or disclosure of the District's confidential information, except as absolutely necessary to perform work under this Agreement.

Consultant must notify the District in writing of each completed deliverable described in Appendix One. Within thirty (30) calendar days of Consultant's notice, the District must either (i) notify Consultant that the District accepts the deliverable, or (ii) notify the Consultant of any deficiencies in such deliverable. If the District advises Consultant of deficiencies in the deliverable, Consultant must correct, at no cost to the District, those deficiencies as soon as possible and must again notify the District upon completion. The District must then respond to Consultant's notice within thirty (30) calendar days of receipt, and Consultant must correct at no cost to the District any further deficiencies noted. This process will continue until Consultant has corrected all deficiencies.

This Agreement, which includes the terms and conditions, Appendix One, Appendix Two, Appendix Three, and Appendix Four, represents the entire understanding between the parties hereto relating to the services described in this Agreement and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the parties. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the party against whom enforcement is sought.

SECTION X

INDEMNIFICATION

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

SECTION XI

INSURANCE

Consultant's insurance requirements, if any, are set forth in Appendix Four attached hereto and incorporated herein by this reference.

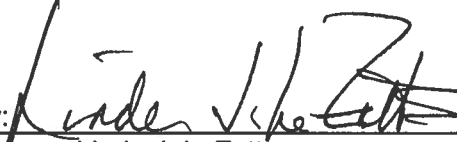
IN WITNESS WHEREOF, the parties have executed this Agreement the day first hereinabove written.

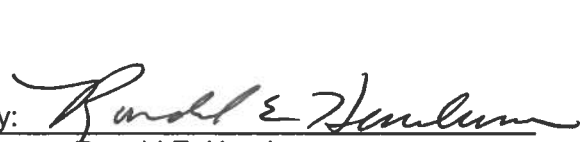
SANTA CLARA VALLEY WATER DISTRICT

BLACK AND VEATCH

"District"

"Consultant"

By: 
Name Linda J. LeZotte
Title Board Chair

By: 
Name Ronald E. Henderson
Title Vice President

ATTEST:

Firm Address:


Clerk/Board of Directors

2999 Oak Rd, Suite 490
Walnut Creek, CA 94597

"The official signing for Consultant certifies, to the best of his or her knowledge and belief, that neither Consultant nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency."

NOTE: "No representative may obligate the District to pay fees in excess of the amount in Appendix Two without written authorization from the Board of Directors or appropriate Executive Officer, in accordance with Board Governance Policies."

APPENDIX ONE SCOPE OF SERVICES

ANDERSON DAM SEISMIC RETROFIT PROJECT PROJECT MANAGEMENT SERVICES

This Appendix describes the tasks to be undertaken by Consultant in providing Project Management services for the District's Anderson Dam Seismic Retrofit Project (Project).

I. PROJECT OVERVIEW

The District intends to retain four separate consulting firms to deliver the Project. The planning, design, and construction management firms will each be responsible for the delivery within the phases of the Project. The Project Management services consultant (Consultant) is responsible for the delivery of the Project by integrating scope, schedule, quality, risks, staffing, budgets, communication, procurement activities, and resources in an effective manner to ensure all phases of this Project are delivered consistent with the District's objectives.

The Consultant will manage its team (as described below in Project Delivery Approach) to assist the District with:

1. Resolving the seismic deficiencies at Anderson Dam per Division of Safety of Dams (DSOD)/ Federal Energy Regulatory Commission (FERC) standards and in a timely manner;
2. Meeting the requirements identified in the District's Quality and Environmental Management System (QEMS) procedures as provided in Attachment 6;
3. Meeting the requirements of applicable federal, state, and local laws and regulations required for Project delivery;
4. Meeting requirements of the resource and regulatory agencies (permitting agencies) including DSOD and FERC;
5. Providing a sound basis to address stakeholders' interests;
6. Providing the District's Board of Directors, FERC, and DSOD with the basis for approving the proposed Project. The proposed Project and alternatives will be developed by the Planning Consultant in concert with direction provided by the District and input from the Consultant.

II. PROJECT BACKGROUND

The DSOD and the FERC have jurisdictional oversight of Anderson Dam facilities. These agencies have accepted both the District's interim reservoir drawdown plan that will remain in effect until the seismic deficiencies have been addressed, and its goal to define a satisfactory solution, obtain the necessary clearances and permits, and complete this work before the end of calendar year 2019.

Anderson Dam (Dam) is a zoned rockfill and earthfill dam with a maximum height of about 240 feet. The crest is approximately 1400 feet long and is 25 to 43 feet wide at elevation 648 feet. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted

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clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

The spillway is located on the northerly side of the Dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The adequacy to release the Probable Maximum Flood (PMF) without overtopping the dam or spillway chute is currently under review by DSOD and FERC. The adequacy of the PMF study (Ref. 1 of Attachment Five to Appendix 1, Reference Materials) is also under independent review as required under the 2011 FERC Part 12D. The assumption for purposes of this Agreement is that the spillway and dam freeboard are acceptable; however, that may change depending upon the response by the regulatory agencies.

Anderson Reservoir's capacity is approximately 90,400 acre-feet, making it a critical water utility facility for Santa Clara County. Anderson receives water supply through local rainfall, from the upstream Coyote Reservoir, and from pumped water from the Federal Central Valley Project. The outlet works has the capability to release flows up to 550 cubic foot second through a 49-inch diameter outlet pipe. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline). The outlet works is also connected to the District's treatment plants via the District's in-county transmission system, and is occasionally used to convey raw water to these plants for treatment.

The District has completed the Anderson Dam Seismic Stability Evaluation, which was prepared by AMEC Geomatrix and released on June 2011 (SSE1A) (Reference 14 of Attachment 5 to Appendix 1). The SSE1A study findings indicate that the downstream slope of the Dam could become unstable and that the upstream slope and Dam crest could experience excessive deformation during a very large-magnitude earthquake. This is due to the presence of poorly compacted, liquefiable soil layers including: a) a 5 to 10-feet thick layer of weak fill material at the bottom of the downstream Dam shell; and b) a weak alluvial material under portions of the upstream shell. These weak soil layers are susceptible to a loss in strength when subjected to severe seismic shaking.

The SSE1A study also includes a fault rupture hazard evaluation for the Dam site. This evaluation was performed because the Coyote Creek-Range Front fault zone, located in the vicinity of the Dam, has been classified as conditionally active as defined by DSOD. The study findings to date have not provided information sufficient to establish that the Coyote Creek-Range Front fault zone is inactive. The study findings indicate that the fault offset on the Coyote Creek-Range Front fault zone is up to 4 feet. An element of this Scope of Services is an approach to resolve the uncertainty in Project definition pertaining to the fault rupture hazard evaluation.

Project Delivery Approach

The District plans to retain four separate consulting firms, henceforth "Phase Consultants") to undertake this Project including:

1. Project Management Consultant to perform the services described in this Scope of Services

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2. Planning Consultant to prepare the Planning Study Report and environmental documentation as required for compliance with District requirements – including QEMS, California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), California Endangered Species Act (CESA) and the (national) Endangered Species Act (ESA).
3. Design Consultant to perform engineering analysis and design services in compliance with District, DSOD and FERC requirements; prepare construction documents; and provide engineering support for the bid process and during construction of the District-approved Project.
4. Construction Management Consultant to oversee the construction contract(s) in conformance with: the Design Consultant's certified engineering plans and specifications; DSOD and FERC's construction inspection and monitoring requirements; the District-certified environmental compliance, specifically the requirements defined in the mitigation and monitoring plan; and Project close-out in accordance with District requirements.
5. Depending on several factors, such as availability of funding, satisfactory performance by the Consultant, as determined by the District, and direction from the District Board of Directors, this Agreement may be amended prior to the conclusion of the initial Agreement term and subsequent optional Agreement term extensions to include Project Management services during the design, construction management and closeout phases. The District may also consider negotiating an amendment to the Agreement to include Project Management services for other dam seismic retrofit projects.
6. Prior to the conclusion of the initial Agreement term and subsequent optional Agreement term extensions, the District will meet and discuss Consultant's performance prior to negotiating an extension of any optional renewals. Regardless of the assessment by District of Consultant's performance at any time during the Agreement, the District reserves the right not to extend the term of the Agreement nor expand the scope. The criteria to be used by the District includes, but not limited to, the following:
 - i. Ability to deliver the technical and management work products ;
 - ii. Successful implementation of the District's QEMS procedures;
 - iii. Record of providing effective stakeholder communication; and,
 - iv. Ability to guide quality and risk management functions.

III. PROJECT OBJECTIVES

The District's Project Objectives are to make improvements necessary to:

1. Stabilize Dam embankment for the maximum creditable earthquake of the Calaveras and Coyote Faults in a timely manner;

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2. Finalize problem definition, and if necessary, modify or replace the outlet works for the potential fault rupture risk from the maximum creditable earthquake on the Coyote Creek-Range Front fault zone and if needed, modify the spillway in response to the updated assessment of the Probable Maximum Flood (PMF); and
3. Incorporate other safety deficiencies that are determined through the Project delivery.

IV. GENERAL ASSUMPTIONS

A. Project and Agreement Scope:

- a. This Scope of Services is limited to the Agreement duration such that Project-level plans (e.g. communications, Quality Assurance, risk) will be developed in an appropriate level of detail and commensurate with the level of effort established in Appendix Two that is representative of this Project's needs for this initial term, which consists primarily of managing this Project's Planning Phase. It is anticipated that subsequent Project Phases will require revisions to these plans and/or amendments to this Agreement to provide the appropriate level of detail needed to manage and provide oversight of the Design and Construction and Close-out phases of Project Delivery Approach, respectively. However, the Project-level master schedule will be developed from the Planning phase through the Design, Construction and Close-out phases; recognizing that details beyond the Planning phase will be estimates and not developed to the same level of detail as for this initial Planning phase.
- b. The Project Delivery Approach as described in section II of this Appendix One will be used as the basis for ensuring Project work is being performed in an efficient manner to achieve the District's Objectives for this Project. Work and the quality of their respective services and/or deliverables assigned to a respective team, Planning Consultant, Design Consultant, Construction Management Consultant, Construction Contractor, and/or District, is the responsibility of the assigned team. The Project Management Consultant, in managing this Project on behalf of the District, is not responsible for the direct or indirect consequences of deficiencies, errors, and/or omissions of the Planning Consultant, Design Consultant, Construction Management Consultant, the Construction Contractor, or for work performed by the District.
- c. Appendix Two, section III: Cost Breakdown of this Agreement will be used as the basis for the level of effort to staff and implement this 'time and materials' with a not-to-exceed (NTE) cost professional service Agreement. As progress is achieved in defining this Project's scope, schedule, and cost, the level of effort needed to manage this Project may vary, including the amount of subconsultant participation on a month-to-month basis. It is anticipated that some Tasks may require less effort and other Tasks may require more effort than currently estimated.

APPENDIX ONE SCOPE OF SERVICES

- d. The Planning Study Report, to be prepared by the Planning Consultant, will be used by the District to establish (a) an approved scope of work for the seismic retrofit work (i.e. likely proposed project) as well as (b) alternative projects for inclusion in the subsequent environmental review process. For this initial two-year term of this Agreement, the Scope of Services in this Appendix One and Cost Breakdown in Appendix Two Fees and Payments are based on the assumption the seismic retrofit work will become the approved proposed project. Should one of the alternative projects be approved by the District, this Agreement may need to be revised and amended.
- e. The environmental review process for compliance with CEQA, NEPA, CESA, and ESA requires cumulative impacts be assessed, which is within the scope of services to be provided by the Planning Consultant.
- f. The environmental review process for compliance with CEQA, NEPA, CESA, and ESA requires an assessment of conformance with existing and pending legislation that could impact this Project, which is within the scope of services to be provided by the Planning Consultant.
- g. District's Project Manager (or designee) and/or Project Engineer will facilitate coordination of efforts with other District departments and their staff for their support to this Project.
- h. Advice on third party agreements is limited to providing technical/Project Management-related advice. Legal advice is excluded from this Agreement and is the sole responsibility of the District's legal counsel.
- i. In a third party dispute situation, District will determine if Consultant services are necessary and appropriate at District's expense; if so, work will be authorized pursuant to Task 11, Supplementary Services.
- j. During the initial term of this Agreement, this Project will be in the Planning Phase. Scope changes associated with how the following lists of assumptions are defined may affect the Consultant's Scope of Services; overall Project-level schedule and/or the Agreement NTE Fees in Appendix Two, Fees and Payment.
 - a. Resolution of the extent and magnitude of fault rupture underneath the Dam may affect the extent of dam retrofit (i.e. buttressing) and ability of the existing outlet works to remain functional after the design-basis earthquake. This Agreement includes Project Management services to enable the District to consider, and ideally, approve an approach to then implement in conjunction with the seismic retrofit work. Depending upon which alternative is ultimately approved by the District, there may be an impact on the extent of Project Management services required for the duration of this Agreement.

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- b. DSOD and FERC acceptance of the District's PMF study and recommendations will affect the existing spillway. This Agreement includes Project Management services to enable the District to consider and approve an approach to then implement in conjunction with the seismic retrofit work. Depending upon which alternative is ultimately approved by the District, there may be an impact on the extent of Project Management services required for the duration of this Agreement.
- c. DSOD and FERC acceptance of Outlet Work Improvements – including any downstream channel improvements. Further analysis by the Planning Consultant and/or Design Consultant is required to determine if improvements to the outlet works and/or segment of channel from the dam's downstream toe to the confluence with the spillway. This Agreement includes Project Management services to enable the District to consider and approve an approach to then implement in conjunction with the seismic retrofit work. Depending upon which alternative is ultimately approved by the District, there may be an impact on the extent of Project Management services required for the duration of this Agreement.
- d. This Scope of Services is limited primarily to actions associated with seismic retrofit of Anderson Dam (i.e. DSOD and FERC agreement to lift the current drawdown requirements) and does not include additional actions that may be needed, such as mitigation of the San Francisco Collinsia, to allow the reservoir to be refilled.

B. Accelerated Project Schedule & Cost Breakdown

- 1. The milestones provided in Ref. 2 of Attachment Five to Appendix 1, Reference Materials, will be used as the baseline for the overall Project's completion schedule, with the milestones associated with the initial two-year Agreement term defined in Appendix Three. The Cost Breakdown as defined in Appendix Two Fees and Payment for tasks 1 through 10 is also based on this schedule.
- 2. An accelerated schedule consistent with the District's Objectives for this Project and is included in Attachment One to Appendix Three Schedule of Completion and may be approved by the District's Project Manager during the initial two-year term of the Agreement by means of a Task Order (See Attachment Three to this Appendix One). During this initial two-year Agreement term, if an earlier completion is requested by the District, some work may be performed earlier (e.g. retaining the Design Consultant sooner) or in parallel with other activities (e.g. define quarry requirements in parallel with preparation of the planning study report) that are anticipated to increase some of this Project's overall management, coordination and administration functions. At this time, the schedule compression affects cannot be fully estimated until a detailed Project-level schedule has been developed by Consultant for the District's subsequent review and approval. Should the District request that the schedule be accelerated, the additional

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services associated with the accelerated schedule will be provided by Consultant under Task 11 - Supplemental Services.

V. PROJECT TASKS

TASK 1- PROJECT MANAGEMENT AND CAPITAL PROJECT DELIVERY

The Consultant will conform to the District's QEMS capital delivery processes including but not limited to: updates to the Project Plan; preparation and implementation of a Work Plan; preparation of monthly Project reports to District; maintaining the Change Management process; maintaining the Capital Project File Instructions; management oversight of the planning and design phase work; managing the transition reporting process between the phases of work for Project continuity; working with the District to obtain Stakeholder Engagement; and manage the Project Delivery Process Chart for Board Agenda Items.

Task 1.A- Implement Capital Project Delivery in Accordance with QEMS Procedure Q751D01

Consultant will:

1. Within 30 days after Notice-to-Proceed, prepare, for District acceptance, a Project Management Work Plan (Plan) will be prepared that is based upon the District's December 2010 Project Plan (Ref. 2 in Attachment Five to Appendix One, Reference Materials). The Plan will include standard policies, procedures and forms augmented by Consultant policies, procedures and forms. The Plan will also include organization, chain of command, limits of authority, communications, reporting, documentation, quality control, risk management and other functions for the overall Project team consisting of the District, the Project Management (PM) Consultant, the Planning Consultant and later on the Design Consultant. The procedures established during the planning process will establish those to be used for subsequent QEMS processes.
2. Participate in briefing from District's staff.
3. Update the Project Plan within the first 60 calendar days from issuance of the Notice-To-Proceed to the Planning Consultant and again prior to the end of the initial two-year term of this Agreement and after award of the Design Consultant Agreement.
4. Manage the implementation of the District-approved Project Plan.
5. Track and manage the District-approved Project Plan.
6. Work with the Planning Consultant and Design Consultant to develop detailed Work Plans for their respective scope of services. Responsibility for implementing each Work Plan is the responsibility of the respective Phase Consultant team along with their ability to perform.
7. Provide Project-specific input to District's 5 year Capital Improvement Plan (CIP) and long term financial forecasts on an annual basis.

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8. Conform to cost, schedule and quality requirements as described in the Project Plan
9. Identify means to shorten the Project schedule.
10. Consultant will develop a Project-level status report template for the District's approval. Once approved by the District, monthly reports will be prepared by Consultant utilizing the approved template.
11. Prepare Monthly Project-level status reports to the District that summarizes the work of the Consultant, Planning Phase Consultant, Design Consultant, and District staff.
12. Maintain daily liaison with District's Project Manager (or designee) and District's Project Engineer.
13. Conduct monthly and if needed weekly Project team meetings at District Headquarters.
14. Prepare meeting agendas and minutes including action items.
15. Verify adequacy of Project Management team and overall team resources to meet Project needs.
16. Verify adequacy of Project-level communications and other systems.

Task 1.B- Develop and Implement Phase Work Plans

Consultant will:

1. Using QEMS Work Instructions W75101, prepare for District approval a Project Management Work Plan. Once approved, implement the District approved Project Management Work Plan.
2. Prepare and implement Phase Work Plans for Planning and Design Phases.
3. Review Planning and Design Consultants' draft Individual Work Plans and provide feedback initially to the District for concurrence and then to the Phase Consultant so they can finalize their respective plan. Once the District has approved the respective Work Plan, manage the implementation of the Work Plan as one key metric to estimate the aforementioned consultants' respective performance.
4. Integrate Individual Work Plans with other work to create a Project Phase Work Plan
5. Monitor Phase Consultants' progress to verify conformance to their Individual Work Plans
6. Provide Project controls including forecasting, variances and change management, scheduling and closeout procedures.

Task 1.C- Develop Key Performance Monitoring Parameters

Consultant will:

1. Perform Project Management services during Planning and the start of the Design phase of this Project during the initial two-year term of this Agreement.

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2. Identify performance indicators including cost, schedule, milestone, risk, technical expertise, value and cost-benefit for District approval; and, use these indicators to measure performance.
3. Assess variances and trends and provide synopsis in the monthly Project-level status report.
4. Provide Project Management recommendations to the District for decisions related to correction of adverse trends or variances, then implement, to the extent that is consistent with this Scope of Services, District approved decisions.
5. Conduct preliminary construction schedule workshop and identify key milestones.
6. Prepare Initial and Updated Master Schedules on at least a quarterly basis.
7. Prepare Initial and updated Master Budgets on a quarterly basis.
8. Participate in District-led audits of this Project.
9. Conduct internal QA audits to verify compliance with Project-specific procedures.

Task 1.D- Prepare Strategy and Decision Memoranda

Consultant will:

1. Prepare a Project-specific Risk Management Strategy to submit for District's consideration and approval
2. Working with the Planning Consultant, conduct a risk management workshop during Planning Phase to serve as the basis for a Risk Mitigation Plan to submit for District's consideration and approval and assign Risk Mitigation to the responsible parties.
 - a. Consultant will identify and recommend key risks that should be managed by developing and implementing an approved contingency (or work-around) plan.
 - b. In each contingency plan, Consultant will define a scope of services, milestone schedule, and budget.
 - c. Each contingency plan will also be incorporated into the tracking and monitoring process.
3. Monitor and control, to the extent that is under the direct control of the Project Management Consultant, the probability of occurrence or impact of risks. Work with the District to track and assess the potential impacts associated with risks that are outside of the Project Management Consultant's direct control.
4. Through the term of this Agreement and Planning phase track key risk and progress towards managing that risk to minimize the potential for significant scope changes, schedule delays, or cost increases to occur without District's intervention.
5. Implement District Change Management Practice.
6. Prepare Change Management Memoranda.
7. Modify or update Project Plan and/or Phase Work Plan.

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8. Prepare Work-Around and Contingency Plans for key risks the District agrees warrant such a plan.
9. Prepare Claims Mitigation Strategies and Plans as requested by the District.

Task 1.E- Prepare Transition Report

Consultant will:

1. Conform this Task to QEMS Q751D01 Capital Project Delivery.
2. Prepare a Transition Report between the Planning and Design phases of work. The Transition Report between Design and Construction will start after the initial two-year term of this Agreement.
3. Modify Work Plan and/or Phase Work Plan if necessary, and submit for District's consideration and approval.
4. Coordinate with Planning and Design Phase Consultants.

Task 1 Assumptions

1. Project Management Work Plan will provide guidance for overall District, other Phase Consultants and Project Management Consultant team through all Project phases. It will detail the initial two-year term of this Agreement. Should this Agreement be amended for the Consultant to provide Project Management services during the subsequent Project phases, the Project Management Work Plan will be updated.
2. The Planning and Design Consultants will be responsible for preparation of and conformance to their Individual Work Plans. Once approved by the District, their respective Work Plans will serve as the basis for monitoring by the Consultant of their respective performance and progress.
3. Any quantities beyond those stated in Task 1 Deliverables will be provided by Consultant at the request of the District through Task 11 – Supplemental Services.

Task 1 Deliverables

1. A Project Management Work Plan in accordance with QEMS W75102
2. An overall Project-level WBS in accordance with QEMS Q751D01
3. Two updates to the Project Plan in accordance with QEMS W75103. The first to occur within the first 6 months and the second to occur prior to the end of the Agreement term.
4. A QEMS Waiver Request Form in accordance with QEMS F42201
5. Up to eight Strategy, Decision and Change Management Practice Memoranda in accordance with QEMS W75101.
6. Monthly Status Reports in accordance with QEMS Q751D01 starting the sixth calendar month from issuance of the District Notice-to-Proceed.
7. A Planning to Design Transition Report in accordance with QEMS Q751D01

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8. A Phase Closeout Checklist Form in accordance with QEMS F75101
9. A Checklist for Advertisement Form in accordance with QEMS F75102
10. A preliminary construction schedule in accordance with QEMS Q751D01
11. A preliminary opinion of probable construction cost in accordance with QEMS Q751D01
12. An initial and updated Master Schedules in accordance with QEMS Q751D01
13. An initial and updated Project-level budgets in accordance with QEMS Q751D01
14. A Claims Mitigation Strategies and Plan in accordance with QEMS W75101
15. A close-out Checklist in accordance with QEMS F75101
16. A Project-specific Risk Strategy Plan in accordance with QEMS Q751D01
17. A Risk Management Plan in accordance with QEMS Q751D01 that will be based on the results obtained from a Risk Workshop agenda and minutes prepared by Consultant in accordance with QEMS Q751D01
18. Preparation of a Risk Register in accordance with QEMS Q751D01
19. Up to 12 Risk-based work around or contingency plans in accordance with QEMS Q751D01 based on the highest risk

TASK 2 COORDINATION AND COMMUNICATION

Task 2.A- Support the District in Agency and Public Meetings

Consultant will:

1. When requested by the District,
 - a. Prepare meeting agendas
 - b. Prepare meeting materials
 - c. Prepare meeting minutes

Task 2.B- Projects and Programs Proposed by Others

Consultant will:

1. Work with the Planning Consultant who will develop and maintain a database of related projects that could impact the Project as part of their process to comply with CEQA and NEPA.
2. As requested by the District, prepare draft agreements or resolutions with other entities for District approval. Work with the District to manage executed agreements for conformance with terms and notify District of potential and actual non-conformance.
3. As requested by the District, maintain liaison with other agencies as appropriate to the Project.

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Task 2.C-Analyze Proposed and Current Legislation and Policies

1. Work with the District and Planning Consultant to develop a database to track and analyze proposed and current legislation that could impact the Project.
2. As requested by the District, maintain liaison with regulatory agencies.
3. Develop recommendations for supporting or opposing proposed legislation, policies and rules impacting this Project.

Task 2.D- Prepare and Present Board Director Reports

Consultant will:

1. When requested by the District,
 - a. Prepare and present Project-level status reports for the District's management and Board of Directors.
 - b. Make presentations to District management staff and internal stakeholders. Presentations external to the District are addressed in Task 4 or 5.
 - c. Prepare meeting notes and action items.

Task 2.E- Prepare Agenda Packages and other Materials for Board of Directors Meetings

Consultant will:

1. Prepare agenda packages for Board of Directors meetings.
2. Prepare administrative and CEO bulletins.
3. Respond to Board of Director questions.
4. Support the District Water Utility Capital Division Deputy Operating Officer.
5. Prepare graphics, PowerPoint presentations and other materials for Board of Director meetings.

Task 2.F- Coordinate with DSOD and FERC

Consultant will:

1. Solicit input on administrative and technical requirements and verify that the requirements have been managed.
2. Participate in meetings.
3. Prepare draft correspondence to DSOD/FERC.
4. Maintain coordination/liaison with FERC Regional Engineer.
5. Maintain coordination/liaison with DSOD Regional Engineer.
6. Assist the District with conducting at least quarterly meetings with DSOD and FERC during Planning phase.

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7. Coordinate efforts of the Board Of Consultants' with FERC and DSOD.
8. Maintain and track progress of a DSOD and FERC action items log.

Task 2.G- Coordinate with County of Santa Clara (County) Parks Department

Consultant will:

1. Prepare draft correspondence to County Parks Department.
2. Solicit input on administrative and technical requirements and verify that the requirements have been managed.
3. Prepare draft agreements, as required.
4. Participate in Project-level meetings and quarterly District/County meetings.
5. Coordinate with County Parks Department to minimize disruption to recreational facilities and users.
6. Maintain a coordination/liaison during all Project Phases.

Task 2.H- Coordinate with Resource Agencies

Consultant will:

1. Solicit input on administrative and technical requirements and verify that the requirements have been managed.
2. Prepare draft correspondence for District use.
3. Prepare draft agreements, as required.
4. Participate in Project-level meetings with Resource Agencies.
5. Work with the Planning Consultant to develop a resource agency contact database.
6. Maintain coordination/liaison with agency representatives.
7. Coordinate DSOD's schedule and availability well ahead of time with the work to be done to avoid delays.

Task 2.I- Coordinate with District Operations and Maintenance (O&M) Staff

Consultant will:

1. Conduct regular progress meetings with District O&M staff.
2. Solicit administrative and technical requirements from District O&M staff and verify that the requirements have been addressed.
3. Maintain liaison with District O&M staff as end user/customer.
4. Solicit O&M staff input during Value Engineering VE and constructability reviews.
5. Receive O&M staff input on potential safety concerns/considerations.

Task 2.J- Coordinate with District Management

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Consultant will:

1. At least monthly, conduct regular progress meetings with Water Utility Capital Division DOO and Water Utility Technical Support Division DOO. At least quarterly, these meetings will include the Consultant's Principal-in-Charge.
2. Prepare a draft strategic decision related document
3. Participate in meetings on strategic issues related to the Dam.

Task 2.K- Coordinate with District Counsel

Consultant will:

1. Meet with District or outside counsel, as requested by the District Project Manager.
2. Provide technical input related to Project management on legal issues, but not in a capacity that could be misconstrued to be providing legal advice.
3. Advise on third party contractual, and risk management issues related to Project management functions under third party agreements.

Task 2.L- Coordinate with Cities, Towns and Community Groups

1. When requested by the District, Consultant will
 - a. Prepare draft correspondence
 - b. Participate in meetings, as required

Task 2 Assumptions

Any quantities beyond those stated in Task 2 Deliverables will be provided by Consultant at the request of the District through Task 11 – Supplemental Services.

Task 2 Deliverables

1. Project-specific Communication's plan for both internal and external communications in accordance with QEMS Q751D01
2. Up to 12 Board and Stakeholder correspondence including presentation materials in accordance with QEMS Q751D01
3. Up to 8 Records of District and external Stakeholder requirements and decision memoranda in accordance with QEMS Q751D01
4. Project specific meeting agendas, draft and final meeting minutes in accordance with QEMS Q751D01 based on four meetings per month
5. Up to 2 Board agenda packages in accordance with QEMS Q751D01
6. A DSOD and FERC action item logs in accordance with QEMS Q751D01
7. Monthly, Draft and final correspondence log in accordance with QEMS Q751D01
8. A contact database in accordance with QEMS Q751D01

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TASK 3- ADMINISTRATIVE WORK

1. Consultant will maintain comprehensive documentation from issuance of the Notice-to-Proceed through the term of the Agreement.
2. Consultant will use Primavera Contract Manager as this Project's document control system.
3. Consultant will use Primavera P6 (P6) as the scheduling software in conjunction with Microsoft Project scheduling software. Access to the system will be configured to provide varying access authority levels for different Project participants and stakeholders.
4. Consultant will establish a Project-level website employing firm's existing software and website hosting systems including SharePoint, Projectwise and Loadspring.
5. Access to Contract Manager and P6 will be provided by Consultant (see Task 3 Assumptions for quantity).

Task 3.A- Establish and Maintain a Project-specific Document Control System

Consultant will:

1. Establish Primavera Contract Manager Document control system. Contract Manager will serialize, log, track, process and file all Project-level documents. Documents will be stored using Projectwise.
2. Use Consultant's "Jump Start tool box" to establish the system and to train Project participants in the use of Contract Manager. Software will be resident on Consultant's website hosting server (Loadspring) and available for use by key Project staff.
3. Documents handled will include agreements, work products, technical memoranda, correspondence, communications, stakeholder requirements, Project-related decisions and other documents.
4. Implement District filing system as per QEMS Work Instruction W42302.
5. Prepare and distribute monthly document control system reports and logs.
6. Maximize use of a paperless system to be more efficient and environmentally friendly.

Task 3.B- Maintain Project Correspondence, Decision and Action Item Logs

Consultant will:

1. Maintain Project-level correspondence logs, decision logs and action items logs.
2. Maintain DSOD/FERC action item log.
3. Prepare agendas and draft and final meeting minutes.
4. Employ Contract Manager "tickle" system to alert as to items requiring a response and items becoming due or past due.

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Task 3.C- Participate in Project-related Audits

Consultant will:

1. Participate in Project-level audits to confirm compliance with program procedures.
2. Provide Project-level information to other areas within the District, as required.
3. Annually conduct an internal audit to verify that Phase Consultants' services are functioning properly.

Task 3.D- Prepare Annual Project Budgets

Consultant will:

1. Prepare annual Project budgets and budget adjustment documents in accordance with District procedures and instructions.
2. Prepare Monthly status report on the status of Consultant's Agreement not-to-exceed fees as well as those of Phase Consultants to manage and forecast annual costs do not exceed the District's approved budget for this Project.

Task 3.E- Prepare Status Report on Services Performed

Consultant will:

1. Report and document Project status in weekly progress meetings.
2. As described in section IV. 7. of Appendix Two, Fees and Payments, prepare monthly progress report of the Consultant's Project Management services whereby an electronic draft will be submitted for District review followed by a final monthly progress report that addresses District's comments.

Task 3.F- Report on Monthly Status/Progress

Consultant will:

1. Report monthly on Project status/progress including: milestones, deliverables, updated schedule, estimate to complete, variances and changes.
2. State in writing if Agreement work is on schedule and within the not-to-exceed fees.
3. Identify any problems or deviations and proposed recovery plan.

Task 3.G- Geospatial Information System (GIS) Integration and Standards

Consultant will:

1. Tailor the District's GIS procedures into a Project-specific set of requirements so that GIS-based deliverables can be 'uploaded' into the District's GIS system and to ensure consistency that will allow effective data sharing between Phase Consultants and District.
2. Verify compliance with the District Approved GIS Data Management Plan incorporated by this reference, prepare annual plan updates to address the data needs of each Project

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phase, and ensure the data and GIS-based deliverables meet the District's GIS requirements.

3. Provide GIS support in the preparation of presentation materials as well as specialized GIS-based analysis for the District's use.

Task 3 Assumptions

1. For District audits of the Project to confirm conformance with Consultant's Work Plan, Consultant will provide supporting documents and review in accordance with Section IX of this Agreement.
2. Consultant QA team will lead internal audits to confirm conformance with Project procedures. Each Phase Consultant will submit monthly status reports linking progress to billings that will serve as the basis for the Project Management Consultant's assessment of their performance.
3. Each Phase Consultant will be responsible for maintaining a document tracking and management system to produce an administrative record of the environmental review process for compliance with CEQA and NEPA requirements.
4. Each Phase Consultant will prepare its monthly progress reports to accompany its invoices using the same procedures as defined in this Project Management Services Agreement. The Project Management Consultant will perform an initial review and provide a summary of findings to the District for their decision to approve the report and invoice, or not. Any work to correct a deficiency will be performed by the respective Phase Consultant team.
5. Routine and/or Project related electronic mail (E-mail) correspondence will only be included in the Project-specific Document Control system when the preparer, using a Project-specific guideline, specifically transmits an electronic document or e-mail directly to Consultant's Document Control for inclusion into the Project's document control system.
6. Software licenses for Contract Manager are assumed to be limited to 12 concurrent users or site licenses (i.e. 4 for District and 8 for Consultant's Team) and for P6 are limited to 4 (i.e. two for District & two for Consultant's Team). Additional licenses can be obtained at the incremental cost/license in effect at the time they are requested, subject to District's advance approval.

Task 3 Deliverables

1. An electronic and hard copy of Project records in accordance with QEMS Q751D01
2. For each of the two fiscal years, prepare budget documents; budget adjustments as required in accordance with QEMS Q751D01
3. For each month, prepare an Agreement status reports in accordance with QEMS Q751D01
4. A Capital Project File System in accordance with QEMS W42302
5. A web-based document control system in accordance with QEMS Q751D01

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6. On a monthly basis, provide outputs from the document control system reports and logs in accordance with QEMS Q751D01
7. Develop a DSOD/FERC action item log in accordance with QEMS Q751D01
8. Conduct weekly progress meeting agendas and minutes in accordance with QEMS Q751D01
9. Develop and Maintain a Document Control and Administration Plan in accordance with QEMS Q751D01
10. Develop a Project-specific GIS Data Management Plan in accordance with QEMS Q751D01

TASK 4- PUBLIC OUTREACH

Consultant's role will be to support the District's and Planning Phase Consultant's public outreach/public relations staff. This effort will be coordinated with stakeholder engagement as described under Task 5 below.

Task 4.A- Participate in Public Outreach Planning and Implementation

Consultant will:

1. Support District in preparing public outreach management and communication plan.
2. In conjunction with the Planning Consultant, prepare and maintain a public outreach database.
3. Log, process and track all correspondence from public in accordance with Task 3.A. For selected members of the public, allow access to Project-level web-based document control system.
4. Verify with the Planning Consultant that issues of the public relevant to this Project have been addressed and resolved via a response to comments process in a manner that is acceptable to the District.

Task 4.B- Support District Staff

When requested by the District, Consultant will:

1. Prepare materials for District newsletters to the public.
2. Prepare graphics, and other materials for District public information workshops.
3. Establish web page (or other social media) for the public and stakeholders. The web page will be created on the District's website.
4. Verify that public issues have been addressed and resolved.

Task 4.C- Make Presentations

When requested by the District, Consultant will,

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1. Assist with the development of presentations to be made by District staff or Planning Consultant.
2. Attend workshops and meetings as requested.

Task 4 Deliverables

1. On a quarterly basis, provide outreach presentation materials in accordance with QEMS Q751D01
2. On a quarterly basis, graphics and other materials for District public information workshops in accordance with QEMS Q751D01

TASK 5- STAKEHOLDER ENGAGEMENT

Consultant will lead the stakeholder engagement effort with input from the District and the Planning Consultant.

Task 5.A- Identify Stakeholders

To the extent that is under the direct control of the Project Management Consultant, identify and anticipate issues and stakeholders sharing those issues.

Task 5.B- Develop, Track, Monitor and Resolve Stakeholder Issues

Consultant will work with the District and the Planning Consultant to:

1. Prepare external stakeholder management and communication plan.
2. Prepare an internal communications plan.
3. Prepare stakeholder database.
4. Log, process and track all stakeholder correspondence. For key stakeholders, allow access to Project-level web-based document control system.
5. Prepare draft and final Stakeholder Involvement Plans.
6. Prepare stakeholder information packets.
7. Prepare stakeholder workshop scripts.
8. Conduct stakeholder workshops.
9. Evaluate workshop results.
10. Verify that stakeholder issues have been addressed and resolved.

Task 5 Assumptions

1. Stakeholder management will be the responsibility of the Planning Consultant with oversight provided by the Consultant.
2. Any quantities requested by the District beyond those stated in Task 5 Deliverables will be performed under Task 11 – Supplemental Services.

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Task 5 Deliverables in Accordance with QEMS Q751D01

1. Provide stakeholder correspondence
2. Provide weekly, the minutes from stakeholder meetings
3. Provide up to six meeting and workshop announcements
4. Provide up to six Newsletters
5. Provide up to four inputs for release to media
6. Provide up to eight presentation and workshop graphics and materials
7. A draft and final Stakeholder Involvement Plans
8. For up to 8 workshops, provide the workshop scripts, agendas, and minutes

TASK 6- AGREEMENTS, CONTRACTS AND SERVICES

Consultant will manage the Phase Consultants retained by the District to perform the phases of this Project.

Task 6.A- Manage the Phase Consultant Agreements

Consultant will:

1. Conduct a kick off meeting with Phase Consultant staff at beginning of each phase of work.
2. Update and implement the Project Plan.
3. Develop and implement Phase Work Plans.
4. Establish communication, documentation and reporting requirements.
5. Conduct design criteria meetings at beginning of planning and design phases.
6. Manage Phase Consultants' Agreements in accordance with District requirements, policies and procedures.
7. Review and assist in approving Phase Consultants' monthly reports and recommending District approval of the undisputed amounts associated with their monthly invoices.
8. Review and comment on Phase Consultants' work products/deliverables including studies, reports, technical memoranda and contract documents.
9. At least monthly, conduct meetings with Phase Consultants and prepare meeting minutes including action items.
10. Based on the documentation provided, verify that Phased Consultants' work is performed in accordance with their agreements with the District.
11. Based on the documentation provided, verify that Phase Consultants' work is performed in accordance with their Phase Work Plans.
12. Perform oversight quality assurance over Phase Consultants' deliverables.
13. Review Phase Consultants' agreement amendment requests.

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14. Review Phase Consultants' schedule performance and assist in developing recovery schedules if necessary.
15. Report on Phase Consultants' progress in monthly status report to District.
16. Use Quality Assurance Committee to provide high level review of Project-level criteria, concepts and direction.
17. Identify planning and design phase strategies for accelerating the completion of this Project.

Task 6.B- Assist District with Procuring Phase Consultant Agreements

Consultant will:

1. Assist in preparing draft and final Phase Consultant procurement requests for qualifications and proposal.
2. Assist in Phase Consultant selection process by preparing selection criteria, qualifications requirements, and definitions of scope of services.
3. Assist in Phase Consultant agreement review and award.

Task 6.C- Assist the District with Procuring Local, State and Federal Agency Technical (non-Environmental) Permits and Licenses

Consultant will:

1. Perform planning phase liaison and coordination with local, State, and Federal agencies to alert them to this Project in order to verify that permit acquisition proceeds smoothly and in a timely manner.
2. Prepare and maintain permits database including list of agency contacts, application forms and milestones.
3. Provide coordination/liaison with DSOD and FERC.
4. Enter permitting milestones into this Project's master schedule.
5. Enter permitting fees and inspection costs into this Project's master budget.
6. Conduct kickoff meeting with permitting agencies; prepare and distribute minutes.
7. Obtain the Project description from planning phase consultant.
8. Assist in identifying and incorporating draft mitigation requirements into planning phase documents.
9. Work with Planning Consultant to estimate potential mitigation costs.
10. Work with the Planning Consultant to develop an initial draft Permit Strategy Handbook, which will provide continuity throughout the Planning, Design, and Construction Phases as well as serve as a guide or template for the retrofit of other dams.

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Task 6.D- Assist the District with Development and Implementation of Agreements with Third Party Agencies

Working with the District, Consultant will:

1. Assist in preparing draft and final Third Party Agency procurement requests for qualifications and proposal.
2. Assist in Third Party Agency selection processes by preparing selection criteria, qualifications requirements, and definitions of scope of services.
3. Review and comment on Third Party agency work products/deliverables including studies, reports, technical memoranda and contract documents.
4. Review for compliance that Third Party Agency work is performed in accordance with their agreements with the District.
5. Perform oversight quality assurance over Third Party Agency activities.
6. Review Third Party Agency amendment requests.
7. Review Third Party Agency schedule performance and assist in developing recovery schedules if necessary.
8. Report on Third Party Agency progress in monthly status report to District.

Task 6.E- Assist District with Procuring Other Services

When requested by the District Consultant will:

1. Assist with obtaining utility location and potholing services.
2. Assist with obtaining surveying services.
3. Assist with obtaining diving services.
4. Assist with obtaining additional Board of Consultant services.
5. Assist in other services selection processes by preparing selection criteria, qualifications requirements, and definitions of scope of services.
6. Manage other services or agreements in accordance with District requirements, policies and procedures.
7. Review for compliance that other services work is performed in accordance with their agreements with the District.
8. Perform oversight quality assurance over other services activities.

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Task 6 Assumptions

1. Consultant will coordinate with the District's Project Manager having direct responsibility for administering the planning contract.
2. Consultant's role will be to provide quality assurance over the Phase Consultant contracts. Each of these Phase Consultants is solely responsible for performing the quality control function of their respective services.
3. District will provide legal counsel to review draft and final agreements, permits, licenses, etc.
4. Third Party Agency weekly meetings will be conducted in conjunction with weekly meetings performed under Task 6A.
5. District is responsible for payment of all permit fees directly to the applicable agency.
6. Any quantities beyond those stated in Task 6 Deliverables will be performed under Task 11 - Supplemental Services

Task 6 Deliverables

1. A Phase Work Plan in accordance with QEMS Q751D01.
2. A Project Requirements Checklist in accordance with QEMS Q751D01.
3. An Approval Planning Development Documents Master Checklist in accordance with QEMS F73003.
4. A CPSD Project Review- Responses to Technical Review Comments in accordance with QEMS F73005.
5. One Kickoff meeting agenda and minutes in accordance with QEMS Q751D01 for each agreement entered into pursuant to this Task 6.
6. On a weekly basis, provide meeting agendas and minutes in accordance with QEMS Q751D01.
7. For up to four workshops and/or other special meetings, provide agendas and minutes in accordance with QEMS Q751D01.
8. Review comments and work with the Planning Consultant who will prepare form for District-wide review of their Planning Study Report, Form F73005.
9. Work with the Planning Consultant to prepare A Planning Study Report Board Agenda Package including memo, presentation and resolution in accordance with QEMS Q751D01.
10. Guidance on Alternative Evaluation and Selection for Natural Flood Protection Projects in accordance with QEMS WW75125.
11. Prepare an initial Draft Permit Strategy Handbook in accordance with QEMS Q751D01.

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TASK 7- IMPLEMENT VALUE ENGINEERING/CONSTRUCTABILITY REVIEW

Consultant will perform Value Engineering (VE) and Constructability reviews according to the following subtasks.

Task 7.A- Arrange and Conduct Value Engineering (VE) Sessions

Provided the initial term of this Agreement is extended to continue through the design phase of the Project:

1. Conduct a feasibility-level VE session of the proposed retrofit scope of work during the Planning Phase.
2. Provide Certified Value Specialist or Associated Value Engineering Specialist as Value Engineering team leader.
3. Provide necessary design disciplines and cost estimator/scheduler.
4. Include operability and maintainability assessments.
5. Prepare draft and final Value Engineering Report.
6. Identify strategies for accelerating the Project's completion.

Task 7.B- Arrange and Conduct Constructability Reviews

1. Conduct a feasibility-level Constructability Review during Planning Phase.
2. Prepare draft and final Constructability Review Memoranda.

Task 7 Assumptions

1. VE sessions will be 16 hour duration and will be conducted in accordance with the Society of Value Engineers (SAVE) guidelines.
2. Value Engineering & Constructability Review sessions will be conducted in District offices and include a respective site visit.
3. Working with the District's Project Manager to provide advance notice and scheduling to obtain District O&M staff participation.
4. Constructability Review will utilize personnel from within the Project Team's resources that include the District, Project Management Consultant and Planning Consultant.
5. Any quantities beyond those stated in Task 7 Deliverables will be provided by Consultant at the request of the District through Task 11 – Supplemental Services.

Task 7 Deliverables in Accordance with QEMS Q751D01

1. A Value Engineering draft and final report.
2. A Value engineering session agenda.
3. A Constructability Review memorandum.

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4. A Constructability review session agenda.

TASK 8- QUALITY ASSURANCE AND QUALITY CONTROL

Consultant will perform quality assurance and quality control as follows.

Task 8.A- Develop Quality Assurance and Quality Control (QA/QC) Plan

1. Prepare Quality Assurance and Quality Control Plan in accordance with District and Consultant quality assurance standards.
2. Integrate into Consultant's Work Plan and monitor the Planning Consultant for integration into their respective Work Plans.

Task 8.B- Verify that Project Deliverables are Objective, Accurate, and Complete

1. Review Project deliverables against agreement scope of services to verify that they are compliant.
2. Verify that deliverables are constructible; coordinate with Task 7.B
3. Verify that deliverables meet schedule and budget objectives; coordinate with Task 2.A
4. Verify that deliverables are consistent with Phase Work Plans prepared by each consultant

Task 8.C- Review Planning Phase Consultants' Deliverables for Compliance

1. Review Planning Consultant's Project-level deliverables against their respective agreement scope of services to verify compliance.
2. Verify that deliverables are constructible; coordinate with Task 7.B.
3. Verify that deliverables meet schedule and budget objectives; coordinate with Task 2.A and Master Schedule and Budget.

Task 8.D- Review Engineering Deliverables for Feasibility of Design and Construction

1. Verify that design concepts and criteria established during the planning phase establish a sound basis and complete information for design and construction phases.
2. Verify that the planning phase preliminary budget and design and construction schedule are realistic and appropriate for future phases.
3. Verify that deliverables are constructible in coordination with Task 7.B
4. Verify that deliverables meet schedule and budget objectives in coordination with Task 2.A
5. Evaluate bidding strategy.
6. Evaluate applicability of alternative delivery systems (Construction-Manager-at-Risk, design-build, etc.).

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Task 8.E- Verify that Project Requirements are Implemented through Project Delivery

1. Review Phase Consultants' Phase Work Plan
2. Review Planning Phase Consultants' deliverables against respective agreement scopes of services.
3. Verify that deliverables meet schedule and budget objectives in coordination with Task 2.A.
4. Review adequacy of documentation completed during each phase.
5. Participate in Project audits to confirm conformance to Project procedures and correct deficiencies identified.
6. Implement Transition Report Requirements upon completion of planning phase.
7. In accordance with the QC/QA Plan, and in concert with the Risk Management Plan, perform quality assurance reviews focusing on, but not limited to, the following topic areas:
 - a. Strategy and Approach to environmental compliance with CEQA, NEPA, and ESA,
 - b. Alternatives Screening Report,
 - c. Environmental Effects Analysis, Modeling and Analysis Methods,
 - d. Administrative Draft and Public Draft EIR/EIS (or the equivalent),
 - e. Planning Study Report (PSR),
 - f. Establishment of the footprint of disturbance for each Alternative,
 - g. Mitigation and Monitoring Plan,
 - h. Field data collection plans – biological/built environment and engineering/technical gap assessments,
 - i. Public Outreach and Stakeholder Involvement,
 - j. Internal communications – interface between various Phase Consultant teams and with the District staff,
 - k. Dam strengthening Analysis Methodology,
 - l. Dam strengthening & Buttrressing concepts,
 - m. PMF and Spillway Adequacy,
 - n. Dam outlet works Analysis Methodology,
 - o. Geoseismic hazard Assessment & Fault Characterizations,
 - p. Interim Dam Safety Measures,
 - q. Geotechnical (tunneling, borrow sites, mitigation for naturally occurring asbestos),
 - r. Project Administration & Document Control functions,

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- s. Risk-derived Contingency Plans.

Task 8.F- Certify Professional Engineering Work Performed under Consultant's Direct Supervision

1. For engineering studies, plans, and reports, verify that District QA/QC requirements as per the Quality Control Plan and agreement are met.
2. Verify that individual member firm QA/QC requirements are being implemented.
3. Verify that applicable consultant engineering deliverables are stamped and signed by a California Registered Professional Engineer.
4. Verify that Consultant technical memoranda and other work products have been reviewed by a senior staff member prior to issuance to the District.

Task 8 Assumptions

1. Phase Consultants are responsible for their own quality control of their services including deliverables. Project Management Consultant has an oversight function to verify Phase Consultants are following their established QA and QC procedures.
2. Phase Consultants shall stamp and sign their engineering deliverables. Project Management Consultant will not certify the engineering work products prepared by the Planning Consultant, Design Consultant, or the District.

Task 8 Deliverables

1. A Quality Control Plan in accordance with QEMS 751D01
2. A set of Quality Control Records in accordance with QEMS 751D01
3. A Planning Phase WBS review comments in accordance with QEMS W73001
4. QA comments on Planning Consultant memo/prepare form F73003 in accordance with QEMS F73003 for each of the following:
 - a. Problem definition/Form
 - b. Staff Recommended Alternatives Report/Form
 - c. Planning Study Report (PSR)/Form
 - d. Basis of Design Report (preliminary)/Form
 - e. Environmental Internal Decision Memo
 - f. Response to comments on CEQA/Form
 - g. Comment Tracking Form for Responses to CEQA comments

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- h. CEQA/NEPA Documents including Mitigation Monitoring and Reporting Plan(MMRP)-
QA comments on Planning Consultant work products
- i. Lead Agency Adoption of the Final Environmental Impact Study (EIS)
- j. Board certification of the Final Environmental Impact Report (EIR) and adoption of the
MMRP
- k. Environmental permit applications
- l. Permit tracking system entry form
- m. MMRP/Permit Compliance Spreadsheet

TASK 9- BOARD OF CONSULTANTS

On behalf of the District, Consultant will retain and coordinate the efforts of an independent Board of Consultants (BOC) to include but not limited to:

- 1. Retain and manage BOC to oversee and assess the adequacy of technical work.
- 2. Ray Seed will serve as the BOC representatives for Dam-related geotechnical requirements.
- 3. Lloyd Cluff will serve as the BOC representatives for geoseismic requirements.
- 4. Jack Cassidy will serve as the BOC member to address hydrology/hydraulic engineering.
- 5. Steve Verigin will serve as the BOC member as Dams Engineering requirements.
- 6. Consultant will serve as technical resources to the BOC team to help verify that this Project is properly defined, developed and delivered. Working with the BOC, Consultant will help to verify proper high-level technical guidance, oversight which is needed to confirm this Project's eventual success.

Task 9 Assumptions

- 1. BOC will function in accordance with FERC requirements.
- 2. BOC will provide input at key Project stages.
- 3. BOC meetings will be held at District offices and include a visit to the Project site.

Task 9 Deliverables in Accordance with QEMS Q751D01

- 1. On a quarterly basis, provide Board of Consultants Quarterly Reports
- 2. On a quarterly basis, provide Board of Consultants correspondence

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TASK 10- INTERIM SAFETY MEASURES

1. Consultant will work with the District to develop an appropriate response strategy that addresses FERC's concerns to further mitigate risk in advance of any Dam retrofit work by implementing interim safety measures. Potential interim safety measures include the following (additional measures may be identified during the Planning Phase):

MEASURE	DESCRIPTION	REDUCES RISK BY:
a. Accelerate the implementation schedule	Achieve an earlier finish date through overlapping engineering activities; expedited review periods and decision making during design; simplification of the constructability of final remedial design; or use of alternative delivery methods including design-build or EPC	Narrowing the time window and therefore the likelihood of Dam failure
b. Enhance the existing Emergency Action Plan (EAP)	Modify communication protocols to increase warning time and reduce notification times for emergency management agencies and the population at risk (PAR)	Lowering the PAR by providing more warning time
c. Install siren system	Reduce notification time through installation of a siren system throughout the downstream community	Lowering the PAR by providing more warning time
d. Install additional instrumentation	Install vibrating wire piezometers and extensometers in the embankment and potentially liquefiable soil layers to provide early indication of embankment or foundation distress	Lowering the PAR by providing more warning time and providing time for possible intervention activities at dam

2. Consultant will work with the District to establish criteria by which each interim safety measure will be evaluated.
3. Considerations will include constructability, schedule compatibility, cost, regulatory acceptance, ability to integrate into final remedial design, and assessed benefit.
4. Careful coordination with DSOD and FERC will be needed during assessment and selection of all interim safety measures.

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Task 10 Assumptions

1. Sufficient documented exists of both the basis of the regulatory concern and current EAP to develop a recommendation so that no further research into Project background information will be required.
2. Acceptability/feasibility of suggested measures must be confirmed with DSOD and FERC
3. The Project Management Consultant's role in the implementation of any Interim Safety Measure(s) is limited to overall coordination and integration with the District and Planning Consultant. The Project Management Consultant will work with the District to reallocate NTE Fees from other Tasks or the Agreement may be amended for Project Management Consultant to provide services adequate to support the implementation of this effort by the Project Team.
4. Selected measure will not require a separate CEQA or NEPA document and can be implemented within the first two years.
5. Implementation or construction will be performed by others, not the Project Management Consultant.

Task 10 Deliverables in Accordance with QEMS Q751D01

1. A draft and final Technical Memorandum
2. One set of conceptual sketches and preliminary opinion of probable construction cost and schedule

TASK 11- SUPPLEMENTAL SERVICES

1. The District may require and Consultant will perform Supplemental Services during the Agreement term on an as-needed basis. Prior to performing any Supplemental Service, Consultant must obtain written authorization in the form of a Task Order (see Attachment Three – Task Order Template) approved by the District's Water Utility Capital Division Deputy Operating Officer. Written authorization will state the agreed upon scope of the services requested, classifications performing the Supplemental Services, associated not-to-exceed fees, and schedule.
2. Details of the specific scope, deliverable, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin work.
3. The Not-to-Exceed Fees for each Supplemental Services Task Order will be based upon the Hourly Rate Schedule (time and material) as described in Appendix Two, Fees and Payments, of this Agreement, and must include all of the following information:
 - a. The total price for Consultant to complete the Supplemental Services Task Order on a Time and Materials basis,

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- b. The schedule for completing the Supplemental Services Task Order; and
 - c. Consultant key staff and classifications that will be assigned to complete the Supplemental Services.
- 4. The Supplemental Services Task Order fees will not be exceeded by Consultant without prior written authorization from the District's Deputy Operating Officer.
- 5. Under no circumstances will Consultant commence the Supplemental Services until:
 - a. The Supplemental Services Task Order is received, reviewed, and executed by the District's Deputing Operating Officer; and
 - b. The Consultant receives a Task Order Notice-To-Proceed from the District's Project Manager.
- 6. Possible Supplemental Services, in addition to those previously identified in this Appendix One, may include but are not limited to the following:

TASK 11.01 - DEVELOP ON-SITE BORROW & SPOIL REQUIREMENTS

As part of an overall Project's completion strategy, Consultant will identify the on-site quarry and develop as a separate schedule 'track' (refer to Attachment One to Appendix Three), starting during the planning phase to allow permits to be obtained commensurate with certification of the environmental documents.

The following outlines the scope of services to be performed in a two-step process aimed at allowing the results from the first step to inform the scope and direction of the second step.

1. Conduct a Borrow and Spoil Siting and Suitability Study

Purpose: Identify and prioritize the range of alternative sites for inclusion into the Planning Study and EIR/S

Based primarily on economic considerations, on-site borrow and/or spoil sites are preferred. The Planning Study will include an assessment of both dam retrofit (borrow sites) and removal (borrow and spoil sites) alternatives. These are likely to become alternatives fully evaluated in the EIR/EIS. To achieve an earlier Project completion, the identification of suitable sites needs to be performed before the Design Consultant has been selected.

Borrow Sites:

- 1. The dam retrofit (buttressing) alternative is expected, based on further engineering analysis, to require several hundred thousand cubic yards of material. The material needs to have a certain density and gradation. Re-activation of the original quarry sites (to the south of the dam) is characterized as Greenstone and may not be able to produce suitable quantities of material (and pose a greater impact on recreation during construction) while potential sites to the north (which reduce the potential impact to recreation) is characterized as Serpentine, may not provide material that is cost-effective to use should naturally occurring asbestos be present.

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2. The Dam removal alternative will require topsoil to allow revegetation at the Dam site.

Spoil Sites:

1. The Dam removal alternative, will under FERC decommissioning, site restoration will need to reflect pre-dam conditions. The removal of the Dam and ancillary facilities will need to be properly disposed of with non-hazardous materials to be spoiled on-site and the rest to appropriate long-term, off-site, disposal sites.
2. Dredging associated with upstream buttressing options may contain trace amounts of mercury that will need to be addressed. Sampling immediately in advance of dredging could allow non-hazardous soils to be disposed of on-site while soils deemed hazardous would need to be disposed of at an approved off-site location.
3. Downstream buttressing options will require removal of soils and weathered rock to a depth needed as a suitable foundation material will need to be spoiled on-site. In addition, any tunneling (or other) work for the outlet works will also generate spoils.

2. Identify preferred Borrow and Spoil Sites

Purpose: Develop a conservative footprint of disturbance to be used in the EIR/EIS Effects Analysis (both borrow and spoil site), provide initial design parameters to allow the Design Consultant to prepare plans and specifications, and allow early consultation for potential permits.

Using the results obtained from the Borrow & Spoil Siting & Suitability Study (Task 11.1) for the preferred:

1. Borrow site, obtain initial geotechnical data to develop an initial estimate of rock production (usable vs. wastage). Identifying the depth to competent material, its density, and initial range of suitable gradation needed for buttressing which are key inputs to the subsequent dam buttressing design, but more importantly, affect the size or footprint of disturbance that will need to be permitted under CEQA and NEPA. In addition, identifying the presence of any large-scale subsurface variations that may affect the size of the quarry site is important to know early-on to confirm the suitability of the preferred site or should adverse geotechnical conditions be identified, to allow the District to decide if another site should be further investigated. For this work, core samples will be needed with subsequent laboratory (e.g. petrographic) analysis.

In addition, develop an initial set of maps to be used to estimate the amount of land needed for a) topsoil spoil, b) rock processing and stockpiling areas, c) proposed haul roads to/from the Dam site, and proximity to local communities and species of concern that may be affected by the noise (blasting, rock processing, & trucks), dust, lighting associated night-time work, etc.).

The scope of services is limited to the pre-feasibility through feasibility-level of analysis.

As part of the Planning Consultant's scope of services, it is recommended that they evaluate the preferred borrow site for potential cultural or paleontological impacts. This

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work will be incorporated into the proposed borrow plan to avoid critical sites and minimize other impacts to obtain an environmentally permissible approach.

2. Spoil site, estimate the footprint of disturbance by developing an initial set of maps to be used to estimate the amount of land needed for a) topsoil borrow (for dam removal) and/or spoil, b) proposed haul roads to/from the dam site, and proximity to local communities and species of concern who may be affected by the noise (blasting, rock processing, and trucks), dust, lighting associated night-time work, etc.).

As part of the Planning Consultant's scope of services, it is recommended that an evaluation be done of the preferred spoil site for potential cultural or paleontological impacts. This work will be incorporated into the proposed spoil plan to avoid critical sites and minimize other impacts to obtain an environmentally permissible approach.

Task 11.01 Deliverables:

1. Feasibility-level Geotechnical Study of Preferred Borrow (Quarry) Site
2. Feasibility-level documentation of the footprint of disturbance associated with both the preferred borrow and spoil sites, respectively

TASK 11.02 – PROJECT COMPLIANCE WITH PENDING SANTA CLARA VALLEY HABITAT CONSERVATION PLAN (HCP)

The draft HCP is nearing completion. If the Dec 2010 language for San Francisco Collinsia (and to a lesser extent the Coyote Ceanothus) has not been amended, then compliance with the requirements of an approved HCP could adversely affect the Dam seismic retrofit construction and subsequent reservoir refilling operations.

Options to bring HCP San Francisco Collinsia requirements in line with the Dam retrofit Project's timeline are but not limited to the following:

1. Work with local partners to amend the 10-year monitoring requirement for Collinsia prior to HCP approval.

NOTE: The current HCP states: "If the Implementing Entity is unable to meet the conservation obligations as outlined in this section due to the Project timeline, the Wildlife Agencies will be consulted as discussed in the Anderson Dam Seismic Retrofit Meet and Confer Provision section in Chapter 10." This section provides criteria and process for Minor or Major Amendments that would need to be followed if approved without any amended language.

2. Initiate a minor modification (preferred) or major amendment to the HCP. In Chapter 10, it appears that lessening the 10-year monitoring prior to impact may constitute "A major change to a conservation strategy milestone (e.g., extend a deadline beyond one or two years)" and therefore require a major amendment. This however, would be determined in consultations with the resource agencies.

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To support the District, the services would be performed in the following three-step (or sub-task) approach:

1. Develop an agreed-upon approach to resolving the potential impacts to this Project.
 - a. Work with the District to select an option and then develop a strategy that will enable this Project to proceed in a manner that is consistent with the pending Valley HCP.
 - b. Provide support to the District with implementing the strategy so that Project-level compliance can occur.
2. Work plan with estimated cost and schedule to comply with the Valley HCP
Using the results obtained from subtask 11.02.1; develop a work plan to implement early actions for SF Collinsia and/or Coyote Ceanothus. This could include site selection, support to land acquisition, development of site plans to allow translocation of existing species and/or propagation of new populations from existing seed banks, monitoring and oversight of the conversion of these site(s), and potential monitoring to document successful creation as required in the Valley HCP
3. Implement the Work Plan developed as Deliverable 2.1
This scope of services is dependent upon the results of subtask 11.02.2 using District resources or the resources of the Planning Consultant.

Task 11.02 Deliverable:

1. Valley HCP Strategy Memorandum for San Francisco Collinsia & Coyote Ceanothus
2. Valley HCP Early Implementation Work Plan for SF Collinsia & Coyote Ceanothus

TASK 11.03 – ASSIST THE DISTRICT WITH OTHER DAM SAFETY CONCERNS

The Scope of Services anticipates Project Management services may be needed to assist the District in addressing dam safety concerns at its other dams. Currently, draft studies at Calero and Guadalupe dams indicate seismic hazards to warrant reservoir drawdown in accordance with DSOD requirements. The associated impacts to the District's operations may require support during the initial term of this Agreement.

Deliverable: Support the District with strategy development; concept-level Project scopes, technical feasibility-type assessments, schedule and/or estimates of Project cost; or other related services.

Task 11.03 Deliverables

1. Appropriate to the type of Supplemental Services requested by the District
2. If technical memoranda or reports, draft and final versions will be provided in accordance with QEMS Q751D01

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TASK 11.04 OTHER

Consultant will provide additional services for any quantity of deliverables beyond those stated in Task 1 through 10 to include but limited to:

1. Additional meetings
2. Additional status/progress reports
3. Additional memoranda

VI. ADDITIONAL TERMS AND CONDITIONS

1. Consultant as Independent Contractor
 - a. Consultant will perform all Services as an independent contractor and not an agent or employee of District.
 - b. The expertise and experience of Consultant are material considerations for District's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without prior written consent of District, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of moneys due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of the District.
2. Consultant's General Responsibilities
 - a. Standard of Care
 - i. Consultant and its sub-consultants must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
 - ii. Consultant and its sub-consultants must perform Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements.
 - b. Unless the requirements for the Scope of Services described in this Agreement are specifically modified in writing, Consultant must provide its services and deliverables as required.
 - c. Consultant will provide full time staff designated in Attachment One to Appendix One

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- d. Consultant's Project Manager and full-time contract staff will be located with District Water Utility Capital Division staff at District Headquarters to the extent defined in Attachment One to Appendix One.
- e. Due to the nature of the services the Consultant will provide pursuant to this Agreement, Consultant, its subcontractors, and its subconsultants are required to execute a Non Disclosure Agreement (see Attachment Four to Appendix One). There may be disclosure to the Consultant of detailed information about the District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors, and its subconsultants authorized by the District to have the information. The Consultant will notify the District's Project Manager immediately of any request by any third party to have access to the information, and will not disclose the requested information without first receiving express written authorization from the District's Project Manager. The requirements of this section will survive completion, expiration, or termination of the Agreement.

3. Project Management

- a. The Project Manager for the District is Katherine Oven, Water Utility Division Deputy Operating Officer, and her designee is Hemang Desai, Associate Civil Engineer.
- b. The Project Manager for Consultant is as indicated in Attachment One of this Appendix.
- c. The District's Project Manager or her designees are the only persons authorized to accept Consultant's deliverables on behalf of the District.

4. Task Orders

Supplemental Services will be assigned to the Consultant through issuance of Task Orders. After Supplemental Services to be performed under this Agreement are identified and communicated to Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order. The proposed Task Order must identify the following:

- a. Description of the services, including deliverables;
- b. The total not-to-exceed amount for consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
- c. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District's Project Manager;
- d. Estimated cost of each reimbursable expense, including any applicable fees;
- e. Time schedule for completing the services;

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- f. Copies of applicable state and federal permits required to complete the services, unless previously provided to the District's Project Manager.

The Consultant agrees that the not-to-exceed amount specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both the District's Water Utility Capital Division Deputy Operating Officer, and the Consultant's Project Manager.

The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District Water Utility Capital Division Deputy Operating Officer and notice-to-proceed has been issued by the District's Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

5. Conflict of Interest

- a. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed under this Agreement. Consultant represents that it does not currently have nor has had in the past three (3) years, a financial relationship with any of the following organizations listed below that could impact the Consultant's ability to provide independent and impartial services to the District:
- b. Consultant represents that Consultant's performance under the Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party.
- c. Consultant will not bring to the District or use in the performance of Consultant's duties under the Agreement any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials. Upon District's request, Consultant will complete, execute, and submit California Fair Political Practices Commission Form 700.
- d. Consultant also represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.

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- e. Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant will not submit a proposal:
 - (i) for any contract to be awarded for the design or construction of any project that is related to the services provided under this Agreement; or
 - (ii) in response to any request for proposal or District 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.
 - (iii) the Consultant and its subconsultants referenced in Attachment One to Appendix One are precluded from proposing and/or contracting with the District for any professional service listed in this Appendix One, section II, Project Background, Project Delivery Approach, paragraphs 2, 3, and 4 above. However, subcontractors, vendors, and/or suppliers providing non-professional services for this Agreement, such as but not limited to photocopying services, photography services, lab testing, soil borings, or other technically-related services may propose and/or contract with prime consultants or the District for each of the separate professional services referenced in section II Project Background, Project Delivery Approach, paragraphs 3 and 4 above.

6. Term & Termination

6.01 Term & Automatic Termination:

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

6.02 District's Rights

- a. **Suspension:** District may, by written notice to Consultant, suspend any or all services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed and or Task Order.
- b. **Termination for Convenience:** District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in section 7, Consultant's Compensation Upon Termination of Suspension.

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- c. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
 - d. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
 - e. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.
7. Consultant's Compensation Upon Termination or Suspension
- a. In the event of termination of this Agreement or any Task Order, or suspension of services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District's Project Manager, as follows:
 - i. For Direct Labor - Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from this Project after the date of termination.
 - ii. For Reimbursable Expenses - Consultant shall be entitled to receive compensation for all authorized Reimbursable Expenses incurred prior to termination and all authorized expenses incurred to demobilize from this Project after the date of termination.
 - iii. In no event shall the total compensation paid for any item of service exceed the payment specified in this Agreement or the applicable Task Order for that item of service.
8. Release of Information Prohibited
- The Consultant is not permitted to provide any information concerning this Project to the media nor anyone other than authorized District personnel. The Consultant will not release any information pertinent to this Project under planning, design or construction for publication, public disclosure, or in any other manner without first obtaining written approval from the District's Project Manager. Any media inquiry at any time to Consultant relating to any matter concerning services provided or requested to be provided under this Agreement will be referred immediately to the District's Project Manager. Consultant will not communicate with the media regarding any such matter.

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9. Notices

All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Katherine Oven, Deputy Operating Officer, Water Utility Capital
Division
Email: KOven@valleywater.org
Fax: 408-979-5656

Consultant:

Black and Veatch
2999 Oak Rd, Suite 490
Walnut Creek, CA 94597
Attention: Ronald E. Henderson, Vice President
Email: hendersonRE@bv.com
Fax: 925-949-5902

10. Contract Administrator

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Ravi Subramanian, Procurement and Operational Services Division
Deputy Administrative Officer
Email: RSubramanian@valleywater.org

11. Good Neighbor

The District always strives to be a good neighbor to the community adjacent to its facility. The Consultant will ensure that disturbance to neighbors is minimized. The Consultant, its staff, and subconsultants will always communicate and interact with the members of the public in a polite and professional manner.

APPENDIX ONE SCOPE OF SERVICES

12. Appendix One Attachments

The following listed Attachments referred to herein are incorporated in this Appendix One - Scope of Services as though set forth in full:

- a. Attachment One – Consultant's Key Staff and Subconsultants
- b. Attachment Two – Dispute Resolution
- c. Attachment Three - Task Order Template
- d. Attachment Four – Non-Disclosure Agreement
- e. Attachment Five – Reference Materials
- f. Attachment Six – District Procedures and Work Instructions

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ATTACHMENT ONE TO APPENDIX ONE CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

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

Team Member	Project Role
Ron Henderson	QA Manager
Jim Watson	Program Manager
Chris Mueller	Deputy Program Manager
Jeff Bair	Engineering Oversight Manager
Ray Brainard	Construction Oversight Manager

2. If necessary, appropriate, and for compliance with Appendix Two (paragraph 12), Consultant will employ subconsultants it deems appropriate to the complexity and nature of the required Services. All subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all subconsultants. Upon District's request, Consultant must provide copies of all subconsultant contract Agreements. Any delegation or subcontracting of any services by Consultant will not operate to relieve Consultant of its responsibilities under this Agreement

The following subconsultants are authorized to work on this Project:

Firm	Project Role	Key Personnel
Schaaf & Wheeler	Engineering Support Permitting Contract Management	Chuck Anderson David Foote Eliza McNulty Jim Schaaf Andrew Sterbenz
Avila and Associates	Project Controls	Ernesto Avila
Sonika Corporation	Risk Management Document Management	Rick Cole Richard Volpe
Creighton & Creighton, Inc.	Public Outreach and Stakeholder Involvement Oversight	Jim Creighton
Live Oak Associates, Inc.	Environmental Oversight	Rick Hopkins

ATTACHMENT ONE TO APPENDIX ONE CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Firm	Project Role	Key Personnel
Parikh Consultants, Inc.	Geotechnical	Gary Parikh
M Pauletto and Associates, LLC	Quarries & Heavy Construction	Mike Pauletto
Jack Cassidy	Board of Consultant	Jack Cassidy
Lloyd Cluff	Board of Consultant	Lloyd Cluff
Ray Seed	Board of Consultant	Ray Seed
GEI, specifically the services of Steve Verigin	Board of Consultant	Steve Verigin

Contact information for the above listed Sub-Consultants is as follows:

Expertise: Engineering Support, Permit Acquisition Support, Contract Management

Firm: Schaaf & Wheeler Address: 100 N. Winchester Blvd., Suite 200, Santa Clara, CA 95050	Contact: Jim Wheeler Phone: (408) 246-4848 Email: jshaaf@swwsv.com
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Expertise: Project Controls

Firm: Avila & Associates Address: 712 Bancroft Rd., Suite 333, Walnut Creek, CA 94598	Contact: Ernie Avila Phone: (925) 673-0549 Email: eavila@avilaassociates.com
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Expertise: Environmental Oversight

Firm: Live Oak Associates, Inc Address: 6840 Via Del Oro Suite 220, San Jose, CA 95119	Contact: Rick Hopkins Phone: (408) 224-8300 Email: rhopkins@loainc.com
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Expertise: Risk Management, Document Management

Firm: Sonika Corporation Address: 1485 Bayshore Blvd., Suite 320h, San Francisco, CA 94124	Contact: Matthew Ajiake Phone: (415) 655-1801 Email: majiake@sonika.com
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ATTACHMENT ONE TO APPENDIX ONE CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Expertise: Public Outreach & Stakeholder Involvement

Firm: Creighton & Creighton	Contact: Jim Creighton
Address: P.O. Box 1030, Los Gatos, CA 95031	Phone: (408) 354-8001 Email: jim@publicparticipation.com

Expertise: Geotechnical

Firm: Parikh Consultants, Inc.	Contact: Gary Parikh
Address: 2360 Qume Dr., Suite A, San Jose, CA 95131	Phone: (408) 452-9000 Email: gparikh@parikhnet.com

Expertise: Quarries & Heavy Construction

Firm: M Pauletto and Associates, LLC	Contact: Mike Pauletto
Address: 11204 NW 37th Ct., Vancouver, WA 98685	Phone: (306) 571-5539 Email: mpaletto@aol.com

Expertise: Board of Consultants (Hydrology & Hydraulics)

Firm: Jack Cassidy	Contact: Jack Cassidy
Address: 2884 Saklan Indian Dr. Walnut Creek, CA 94595	Phone: (925) 933-5994 Email: jkcassidyhydro@comcast.net

Expertise: Board of Consultants (Geosciences)

Firm: Lloyd S. Cluff	Contact: Lloyd Cluff
Address: 33 Mountain Spring Avenue San Francisco, CA 94114	Phone: (415) 564-9371 Email: lloydcluff@gmail.com

Expertise: Board of Consultants (Dam Geotechnical)

Firm: Raymond B. Seed	Contact: Prof. Ray Seed
Address: University of California, Department of Civil and Environmental Engineering, 423 Davis Hall, Berkeley, CA 94720	Phone: (510) 643-8438 Email: seed@ce.berkeley.edu

Expertise: Board of Consultants (Dam Engineering)

Firm: GEI (Specifically the services of Steve Verigin)	Contact: Steve Verigin
Address: 180 Grand Avenue, Suite 1410 Oakland, CA 94612-3017	Phone: (510) 350-2900 Email: sverigin@geoconsultants.com

3. None of the above named Consultant staff or sub-consultants will be replaced without the approval of the District's Project Manager. Should replacement or additional subconsultants be required to provide services under this Agreement, District preapproval is required. Upon District approval, subconsultants can be added to this

ATTACHMENT ONE TO APPENDIX ONE CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

Agreement through amendment of both Attachment One to Appendix One and Appendix Two (Fees and Payment). If Consultant's Project Manager or any other designated key staff person or sub-consultant fails to perform to the satisfaction of the District, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that person from this Project and provide a replacement acceptable to the District.

- A. Consultant will not charge District the time it takes Consultant's replacement personnel to obtain the District specific Project-level knowledge in the possession of the person or persons being replaced.
 - B. The Project Team's organization chart and delegated responsibilities of each team member will be revised accordingly and submitted to the District for concurrence.
 - C. Prior to issuance of the Agreement Notice-To-Proceed each subconsultant firm's authorized representative will sign and submit the District's Non-Disclosure Agreement, which is provided as Attachment Four to Appendix One. Failure by a subconsultant's authorized representative to sign the District's Non-Disclosure Agreement; the District will authorize the Consultant to retain an equivalently qualified firm as a replacement subconsultant. Consultant shall provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System..
 - D. In addition, subconsultants' key staff are required to sign and submit the District's Personal Non-Disclosure Agreement, which is provided as Attachment One to Attachment Four to Appendix One. Consultant will provide the signed form to the District's Project Manager or their designee and maintain a copy in the Project's Document Control System.
4. The District's Project Manager may approve any revisions to Consultant's key staff or designated sub-consultant key-staff as an administrative modification to this Agreement.
5. As requested in Appendix One, section VI Additional Terms and Conditions, Paragraph 2c (Designate full time staff), no full-time staff are planned for the duration of the initial two-year term of this Agreement. However, the initial start-up anticipates up to four full-time staff for the initial four to six months from issuance of the Agreement NTP working from the District's headquarters. After this initial ramp-up and dependent upon District approval to implement an accelerated schedule, the duration may need to be extended and/or require additional staff to work from the District headquarters. On at least a quarterly basis, or as requested by the District's Project Manager, the District and Consultant will meet to evaluate, and adjust as appropriate; the Consultant's forecast on-site staffing levels for the upcoming six calendar months from issuance of the NTP and in so doing, agree on respective NTE fee transfers between Tasks to support the on-site staffing level, but not exceed the Agreement's not-to-exceed-amount as specified in Appendix Two.
6. The initial list of personnel to support the ramp-up effort includes the following:
- A. Jim Watson (†), Project Manager (Black & Veatch)
 - B. Ernesto Avila, Project Controls Manager (Avila)

ATTACHMENT ONE TO APPENDIX ONE CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

- C. Andrew Sterbenz, Contract Compliance and Administration Manager
(Schaaf & Wheeler)
 - D. Tiffany Bailey, Document Control Manager (Sonika)
7. Additional support working from the District's headquarters for prolonged periods of time to support both the initial ramp-up and on-going implementation of this Project may include the following:
- A. Erick Bevington (‡), Sr. Project Engineer (Black & Veatch)
 - B. Steven Jones, Senior Engineer (Avila & Associates)
8. When working continuously (i.e. 40 hours/week) from the District headquarters for a duration greater than four weeks, the personnel having an (‡) will be billed at a Project Office Rate in accordance with the Hourly Rate Schedule in Appendix Two
9. For Consultant's staff located at District Headquarters, the District will supply for the Consultant's use office space, desks, chairs, filing cabinets, office supplies, telephones for District related business use only, document reproduction equipment, and data processing equipment for Consultant's staff that are located with Water Utility Capital Programs Division, that is required to perform the services required by the terms of this Agreement. All property obtained by the District for the use of the Consultant, and all property obtained by the Consultant and reimbursed by the District to the Consultant, will become and remain the property of the District.

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ATTACHMENT TWO TO APPENDIX ONE DISPUTE RESOLUTION

I. CONSULTANT'S QUESTIONS & CONCERNS

Questions regarding the terms, conditions and Services relating to this Agreement will be decided by the District who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

II. DISPUTE RESOLUTION

A. Alternate Dispute Resolution (ADR)

1. District intends to use ADR techniques including Partnering and Mediation to resolve disputes relating to this Project.

B. Consultant and its sub-consultants are expected to participate in all ADR efforts.

C. The cost of Partnering training facilities and facilitator will be borne by District.

III. NEGOTIATIONS BEFORE AND DURING MEDIATION

Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by District and Consultant.

IV. MEDIATION

A. Voluntary Mediation

1. In the event a dispute or issue is not resolved by the Internal Review process stated in the Standard Consultant Agreement, Section VIII. Resolution of Disputes, District and Consultant agree to attempt to resolve the matter by Mediation. The External Review paragraph of Section VIII. is hereby deleted.
2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution.
3. These provisions relating to voluntary Mediation will not be construed or interpreted as mandatory arbitration.

B. Initiation of Mediation

1. Any party to a dispute or claim may initiate Mediation by notifying the other party or parties in writing.

C. Request for Mediation

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

D. Selection of Mediator

1. Upon receipt of a Request for Mediation, within fourteen (14) Days, the parties will confer to select an appropriate Mediator agreeable to all parties.
2. If the parties cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.

E. Qualifications of a Mediator:

ATTACHMENT TWO TO APPENDIX ONE DISPUTE RESOLUTION

1. Any Mediator selected must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
 2. No person will serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
 3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties will confer and decide whether to select another Mediator.
- F. Vacancies
1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the parties agree otherwise.
- G. Representation
1. Any party may be represented by person(s) of their choice who must have full authority to negotiate.
 2. The names and addresses of such person(s) must be communicated in writing to all parties and to the Mediator.
- H. Time and Place of Mediation
1. The Mediator will set the time of each Mediation session.
 2. The Mediation will be held at a convenient location agreeable to the Mediator and the parties, as determined by the Mediator.
 3. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.
- I. Identification of Matters in Dispute
1. Unless a longer period of time is required by the Mediator, at least ten (10) Days before the first scheduled Mediation session, each party must provide the Mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the Mediator, or otherwise agreed by the parties, the parties may mutually exchange such memoranda.
 2. At the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each party to supplement such information.
- J. Authority of Mediator
1. The Mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute.
 2. The Mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement.
 3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the

ATTACHMENT TWO TO APPENDIX ONE DISPUTE RESOLUTION

expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the Mediator or the parties, as determined by the Mediator.

4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the parties.

K. Privacy

1. Mediation sessions are private.
2. The parties and their representatives may attend Mediation sessions.
3. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

L. Confidentiality

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

M. No Stenographic Record

1. There will be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation will be terminated:
 - a. By the execution of a Settlement Agreement by the parties;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

1. No Mediator will be a necessary party in judicial proceedings related to the Mediation.

ATTACHMENT TWO TO APPENDIX ONE DISPUTE RESOLUTION

P. Interpretation and Application of These Mediation Provisions

1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

Q. Expenses

1. The expenses of witnesses for each party must be paid by the party producing the witnesses.
2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, or the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned as the Mediator finds appropriate or as otherwise agreed to by the parties.

V. COMPENSATION FOR PARTICIPATION IN MEDIATION

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

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ATTACHMENT THREE TO APPENDIX ONE TASK ORDER TEMPLATE

Task Order No. _____

Agreement: Standard Consultant Agreement – Contract No. _____ (“Agreement”) Between the Santa Clara Valley Water District (“District”) and _____ (“Consultant”), dated _____.

District’s Project Manager: _____

Consultant’s Project Manager: _____

Dollar Amount of Task Order: Not-to-exceed \$ _____

1. Upon full execution of this Task Order Number: _____, as set forth in this Agreement and issuance of a notice-to-proceed by the District’s Project Manager, Consultant is hereby authorized to perform the services described in Attachment A to this Task Order. Any costs incurred, services performed or expenditures by 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 under this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A identifies the following:
 - a. Consultant personnel to be assigned to perform the services, including resumes if not previously provided to the District’s Project Manager
 - b. The estimated number of hours required to perform the services assigned to each assigned Consultant personnel
 - c. Estimated cost of each reimbursable expense, including any applicable fees
 - d. Project schedule for completing the scope of services
3. Consultant will be compensated at the hourly rates established in Appendix Two of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of signature by District’s Capital Projects Water Utility Deputy Operating Officer and Consultant’s Project Manager, and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or {enter expected completion date}.
5. Copies of applicable state and federal permits required to perform the services are attached to this Task Order, unless the Consultant’s Project Manager previously provided the appropriate permits to the District.
6. Consultant will perform all services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Signatures:

Signature/Print Name: _____
CONSULTANT’S PROJECT MANAGER
ON BEHALF OF CONSULTANT

DATE

Signature/Print Name: _____
SANTA CLARA VALLEY WATER DISTRICT
DEPUTY OPERATING OFFICER

DATE

ATTACHMENT FOUR TO APPENDIX ONE



NON-DISCLOSURE AGREEMENT (NDA)

(1001-0418-121)

This Non-Disclosure Agreement ("NDA") is entered into as of the date executed below, by and between Santa Clara Valley Water District (hereinafter the "District"), and _____ Black and Veatch, or which together with its subsidiaries and affiliates, are individually and collectively be referred to hereinafter as the "Company."

1. During the course of Company's relationship with the District, which commences with the District's issuance of Notice-To-Proceed for Standard Consultant Agreement # _____ for Project Management Services for the Anderson Dam Seismic Retrofit Project (Project), the District has disclosed or may disclose to Company confidential information that may include but not be limited to the following kinds of information: all draft/final documents associated with the solicitation, selection, award, administration and management of any and all contracts for Phase Consultant(s) and related construction contracts for the Project, plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information ("Confidential Information").
2. Company agrees:
 - (i) to hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information;
 - (ii) not to reproduce, transcribe, or disclose the Confidential Information, or any information derived from the Confidential Information to third parties without prior written approval by the District;
 - (iii) not to make, have made, use, distribute or sell for its own purposes or for any purpose other than on behalf of the District, any item or data incorporating Confidential Information;
 - (iv) to only make a minimum amount of copies of any Confidential Information that is absolutely necessary to carry out services it provides to the District;
 - (v) to only disclose Confidential Information to its responsible employees who have: (a) a need to know such Confidential Information in order to carry out the services Company provides to the District; and (b) signed and returned to the District the PERSONAL NDA, attached to this NDA;
 - (vi) to promptly return all copies, renderings, transformations, and derivatives of the Confidential Information to the District at the termination of its working relationship with the District; or if requested by the District to destroy and certify in writing the destruction of such Confidential Information; and
 - (vii) to notify the District in writing immediately when it becomes aware of any unauthorized release of the Confidential Information.
3. Company acknowledges that its compliance with this NDA is necessary to protect the District, and that any action on Company's part that is inconsistent with this NDA will cause the District irreparable and continuing harm. Therefore, if anything Company (including its employees and agents) does that is inconsistent with this NDA, Company consents to the District obtaining a court order to stop its inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.
4. The obligations established by this NDA may be supplemented by contract terms hereafter agreed to by District and Company. All additions or modifications to this NDA must be made in writing and must be signed by both parties. This NDA is made under and will be construed according to the laws of the State of California.

By signing below, I acknowledge that I have read this NDA and I have authority to agree, and do agree, on behalf of Company to all of the terms and conditions contained in this NDA.

COMPANY

Signature: _____ Date: _____

Name: _____ Title: _____

ATTACHMENT FOUR TO APPENDIX ONE



ATTACHMENT TO NDA

PERSONAL NON-DISCLOSURE AGREEMENT (PNDA)

1. I acknowledge that the Santa Clara Valley Water District ("District") will make available to me from time to time certain information that is highly confidential to the District. I acknowledge that such information is extremely sensitive and agree that I will not disclose all or any part of this confidential information to any person, firm, corporation, association, or partnership without the written permission of the District. For example, this confidential information may include but not be limited to the following kinds of information: Request for Proposal #4410 Engineering and Construction Claims Consulting Services, plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District's employees and agents, and other non-public information.
2. I will hold all of the District's confidential information at all times in trust and strictest confidence for the District from and after the date of its creation or disclosure to me. I will prevent the impermissible release of the District's confidential information. I will not retain nor incorporate any of the confidential information into any database or any medium other than may be required for the District's exclusive benefit. I will not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this PNDA.
3. In addition, I will not perform an illegal act and I will not share the password or account access provided exclusively to me. When leaving a workstation unattended, or out of sight, I will save my work and log off or lock the workstation to prevent unauthorized access. I will make no attempt to circumvent access codes or information protection schemes or uncover security loopholes or attempt to break authentication procedures or encryption protocols. I will make no attempts to increase the level of access to which I have been authorized. I will not attempt to use or obtain access codes in an unauthorized manner or from another user. I will not allow non-employees to access District computer systems.
4. I agree to abide by the statements made regarding the use of confidential information, including, without limitation, any on the use of the District's network.
5. I acknowledge that my faithful compliance with this PNDA is necessary to protect the District and that any action on my part that is inconsistent with this PNDA will cause the District irreparable and continuing harm. Therefore, if anything I do is inconsistent with this PNDA, I consent to the District obtaining a court order to stop my inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

PLEASE COMPLETE THE FOLLOWING SECTION (PLEASE PRINT):

Full Name:	
Company Name:	
Phone No.:	Fax No.:
Email Address:	
Who is your District employee contact?	
Signature:	Date:

ATTACHMENT FIVE TO APPENDIX ONE

REFERENCE MATERIALS

Ref. 1 - Santa Clara Valley Water District, 2007, Anderson Dam Probable Maximum Flood Study, dated December, 2007, revised December 2010.

Ref. 2 - Santa Clara Valley Water District, 2010, Project Plan - Anderson Dam Seismic Retrofit Project, dated December, 2010.

Ref. 3 – Part 13 Safety Inspection Report, dated September, 2007

Ref. 4 - DSOD Certification of Approval, dated May, 1966

Ref. 5 – DSOD Certification of Approval, dated October, 1959

Ref. 6 – DSOD letter, Operating Restriction, dated June, 2011

Ref. 7 & 7a – FERC 5737 Exemption from License, dated August, 1984

Ref. 8 – FERC Letter, Fault Rupture Study, dated June, 2011

Ref. 9 – FERC Letter, Operating Restriction & Project Schedule, dated June, 2011

Ref. 9a – FERC letter, Board of Consultants, dated June, 2011

Ref. 10 – FERC Letter, PMF Study, dated August, 2010

Ref. 11 – FERC Letter, Seismic Stability, dated October 2010

Ref. 12 – FERC Letter, Seismic Stability Draft Report, dated June, 2011

Ref. 13 – FERC Letter, Sudden Failure Assessment, dated June, 2011

Ref. 14 & 14a - AMEC Geomatrix, 2011, Report SSE 1A – Seismic Stability Evaluation Report, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref 15 - AMEC Geomatrix, 2009, Technical Memorandum 2A – Field Investigation Plan for Anderson Dam, Revision 2, Seismic Stability Evaluation of DIP Phase 1 Dams, dated February 2009.

Ref 16 -AMEC Geomatrix, 2010, Technical Memorandum 3A – Design Ground Motions, Seismic Stability Evaluation of Anderson Dam, dated March, 2010.

Ref. 17 - AMEC Geomatrix, 2008, Technical Memorandum 4 – Preliminary Stability Evaluation of Anderson Dam, Seismic Stability Evaluation of DIP Phase 1 Dams, dated December, 2008.

ATTACHMENT FIVE TO APPENDIX ONE

REFERENCE MATERIALS

Ref. 18 - AMEC Geomatrix, 2009, Technical Memorandum 6 – Phase 1 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated September, 2009.

Ref. 19 - AMEC Geomatrix, 2011, Technical Memorandum 7 – Recommended Reservoir Restrictions, Seismic Stability Evaluation of Anderson Dam, dated June, 2011.

Ref. 20 - AMEC Geomatrix, 2011, Technical Memorandum 8A – Conceptual Remedial Design Alternatives for the Dam Embankment, Seismic Stability Evaluation of Anderson Dam, dated April 2011.

Ref. 21 - AMEC Geomatrix and URS, 2011, Technical Memorandum 8B – Conceptual Remedial Design Alternatives for Outlet Works, Seismic Stability Evaluation of Anderson Dam, dated May 2011.

Ref. 22 - AMEC Geomatrix, 2011, Technical Memorandum 10 – Phase 2 Fault Rupture Hazard Evaluation, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 23 - AMEC Geomatrix, 2011, Technical Memorandum 10A – Phase 2 Fault Rupture Hazard Evaluation - Addendum, Seismic Stability Evaluation of Anderson Dam, dated June 2011.

Ref. 24 - Technical Review Board, 2009, Letter Report No. 1, Seismic Stability evaluation of Anderson Dam, dated March, 2009.

Ref. 25 - Technical Review Board, 2009, Letter Report No. 2, Seismic Stability evaluation of Anderson Dam, dated November, 2009.

Ref. 26 - Technical Review Board, 2010, Letter Report No. 3, Seismic Stability evaluation of Anderson Dam, dated September, 2010.

Ref. 27 - Technical Review Board, 2011, Letter Report No. 4, Seismic Stability evaluation of Anderson Dam, dated January, 2011.

Ref. 28 - Technical Review Board, 2011, Letter Report No. 4A, Seismic Stability evaluation of Anderson Dam, dated May, 2011.

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ATTACHMENT SIX TO APPENDIX ONE DISTRICT PROCEDURES AND WORK INSTRUCTIONS

Attachment #	Document Title
1	Capital Planning Procedure
2	Procurement of Goods and Services
3	Procurement of General Services
4	Procurement of Consultant Services
5	Capital Project Delivery
6	File Instructions for Capital Projects
7	Project Proposal Instructions
8	Project Proposal Template
9	Planning Phase Work Instructions
10	Design Phase Work Instructions
11	Construction Phase Work Instructions
12	Instructions for Hazardous Substance Study
13	Advertise, Report of Bids, Award
14	Change Management Practice
15	Create Workplan
16	Create Project Plan Procedure
17	Closeout Checklist Form
18	Project Plan Guidelines
19	Checklist for Advertisement
20	Project Delivery Flowchart
21	Project Delivery Chart for Board Items
22	Project Owner Satisfaction Survey
23	New Capital Request Form
24	Planning Phase Quality Control Form
25	Tracking of Review Comment Form
26	Tracking of Review Comments on Drawing Form
27	Calculation Cover Sheet
28	Listing of Calculations Form
29	Technical Memo Template
30	30% Design Phase Quality Control Form
31	60% Design Phase Quality Control Form
32	90% Design Phase Quality Control Form
33	100% Design Phase Quality Control Form
34	Construction Submittal Comment Form
35	HSLA Form
36	Clerk of Board General Procedures
37	General Administration Board Scheduling Procedure

ATTACHMENT SIX TO APPENDIX ONE DISTRICT PROCEDURES AND WORK INSTRUCTIONS

38	General Administration Board Correspondence
39	General Administration Board Hearing Advertisement
40	General Administration Public Outreach and Marketing
41	CADD Document Control Instructions
42	Environmental Planning Guidance Section 1 – Purpose
43	Environmental Planning Guidance Section 3 - Mitigation Measure Monitoring and Reporting
44	Environmental Planning Guidance Section 4 - Responsible Agency
45	Environmental Planning Guidance Section 5 - Joint Documents
46	Grants Management
47	Preparation, Execution and Distribution of Consultant Agreements
48	Consultant Contract Administration
49	Fiscal Year 2012 Budget Process Kickoff
50	Fiscal Year 2012 Budget Manual Updated on 1104
51	Copy of Financial Planning Schedule
52	Fiscal Year 2011 Budget Tool User Guide

APPENDIX TWO FEES AND PAYMENTS

I. GENERAL

Payment for all services performed by Consultant to the satisfaction of the District as listed in Appendix One – Scope of Services for this Agreement will be based upon the Total Fixed Not-to-Exceed (NTE) Fees stated in this Appendix Two for the performance of the associated tasks. The District will make payments to the Consultant under the terms provided for in this Appendix. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, subconsultant(s), and equipment including reimbursable, travel and per diem expenses used by the Consultant to perform the services.

II. TOTAL FUNDING AUTHORIZED UNDER THIS AGREEMENT

Total payment for services performed, as defined in Appendix One – Scope of Services, will not exceed a total amount of **\$3,656,800** during the initial two- year term of this Agreement. Under no conditions will the total compensation to the Consultant exceed this NTE amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors ("Board"), or Chief Executive Officer as authorized by the Board. The Consultant guarantees that it will complete the contracted Scope of Services for the Total NTE Amount stated herein.

III. 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 the District to the Consultant for Supplemental Services without prior written authorization by the District as stated in Appendix One of this Agreement.

COST BREAKDOWN

Task	Description	Fee	
		Task Level Not-to- Exceed	Total Not-to- Exceed
1	Project Management and Capital Project Delivery	\$ 433,100.	
2	Coordination and Communication	\$ 440,200.	
3	Administrative Work	\$ 704,400.	
4	Public Outreach	\$ 65,900.	

APPENDIX TWO FEES AND PAYMENTS

Task	Description	Fee	
		Task Level Not-to- Exceed	Total Not-to- Exceed
5	Stakeholder Engagement	\$ 42,300.	
6	Agreements, Contracts, Services	\$ 432,300.	
7	Implement Value Engineering/Constructability Review	\$ 131,400.	
8	Quality Assurance and Quality Control	\$ 232,600.	
9	Board of Consultants (BOC)	\$ 103,100.	
10	Interim Safety Measures	\$ 37,300.	
Type 3 Other Direct Costs (refer to Section IV, Item 6)		\$ 138,000	
Subtotal Tasks 1 through 10 Not-To-Exceed Amount			\$ 2,760,600.
11	Supplemental Services	\$ 896,200.	
Total Agreement Not-to-Exceed Amount			\$ 3,656,800.

IV. TERMS AND CONDITIONS

Payments for work completed, as defined in Appendix One – Scope of Services, will be based on the following terms:

1. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below in the Hourly Rate Schedule. This Hourly Rate Schedule is based on rates effective for the calendar year 2012 and addresses the scope of services defined in Appendix One, which does not include legal-related services involving a third-party dispute with the District such as and not limited to the preparation of declarations, participation in depositions, or providing testimony before a court.
2. The stated 2012 hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. On January 2, 2013, these rates may be escalated in

APPENDIX TWO FEES AND PAYMENTS

accordance with the ECI as defined below. After twelve (12) months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these 2012 Base Hourly Rates, listed below, may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates ninety (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 twelve (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 ECI will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Utility Capital Services Division Deputy Operating Officer.

2012 Base Hourly Rate Schedule

Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate
CONSULTANT		
<u>BLACK & VEATCH:</u>		
Project Director/PIC	\$270.30	
Senior Practice Leader	\$270.30	\$265.20
Program Manager	\$270.30	\$265.20
Practice Leader	\$244.80	
Safety Manager	\$234.60	
Senior Construction Manager	\$229.50	
Deputy Program Manager	\$219.30	
Sr. Project Supervising Engineer	\$239.70	\$234.60
Construction Manager	\$198.90	
Cost Estimator	\$193.80	
Senior Project Engineer	\$183.60	\$178.50
Sr. Project Controls	\$178.50	
Project Controls	\$153.00	
Associate Engineer	\$147.90	
GIS Practice Leader	\$147.90	
Sr. Regional Administrator	\$127.50	
SUBCONSULTANTS (SBE)		

APPENDIX TWO FEES AND PAYMENTS

<u>SCHAAF & WHEELER:</u>		N/A
Principal	\$255.00	
Project Manager	\$209.10	
Senior Engineer	\$163.20	\$163.20
Associate Engineer	\$122.40	
Junior Engineer/Technician	\$112.20	
<u>AVILA & ASSOCIATES:</u>		
Project Controls Manager	\$205.79	\$205.79
Senior Engineer II	\$197.84	
Senior Engineer I	\$178.35	
Project Administration Specialist	\$96.04	
<u>SONIKA CORPORATION:</u>		
Principal	\$192.83	
Quality Assurance	\$214.26	
Geotech Consultant	\$214.26	
Risk Manager	\$182.12	
Risk Analyst	\$118.93	
Document Control Manager	\$129.87	\$129.87
Document Control Analyst	\$117.83	
Project Coordinator	\$78.54	
<u>CREIGHTON & CREIGHTON, INC:</u>		N/A
Principal	\$190.65	
<u>LIVE OAK ASSOCIATES, INC:</u>		N/A
Principal	\$183.60	
Senior Associate	\$132.60	
Director of Ecol. Services (SJ)	\$153.00	
Director of Ecol. Services	\$142.80	
Project Manager	\$112.20	
Director of Cartography	\$122.40	
Assistant Project Manager	\$96.90	
Support Staff	\$66.30	
Firm, Classification	Home Office Hourly Rate	Project Office Hourly Rate

APPENDIX TWO FEES AND PAYMENTS

<u>PARIKH CONSULTANTS, INC:</u>		N/A
Project Manager	\$222.77	
Senior Project Engineer	\$160.67	
Project Engineer	\$125.54	
Field Engineer	\$104.79	
Staff Engineer	\$85.90	
SPECIALTY SUBCONSULTANTS (Non-SBE)		
<u>M PAULETTO AND ASSOCIATES:</u>		
Borrow & Spoil Sites	\$245.58	N/A
<u>CLUFF:</u>		
Lloyd Cluff, BOC	\$229.50	N/A
<u>SEED:</u>		
Ray Seed, BOC	\$229.50	N/A
<u>CASSIDY:</u>		
Jack Cassidy, BOC	\$229.50	N/A
<u>GEI:</u>		
Steve Verigin, BOC	229.50	N/A

Note: In a third party dispute situation, District will determine if Consultant services are necessary and appropriate at District's expense. Should such services be requested, the above rates do not apply and the Consultant and District will negotiate separate rates as appropriate.

3. Unused fees from a completed or active task may be reallocated to an active task provided that the Agreement total NTE amount is not exceeded. The parties will exercise some flexibility within the not-to-exceed cost limitation to identify changes, and, subject to District approval, provide for transferring of unspent funds between concurrent tasks. However, transferring fees from future tasks to current tasks will not be permitted. The Transference of funds may occur only after written approval from the District Water Utility Capital Division Deputy Operating Officer.

APPENDIX TWO FEES AND PAYMENTS

4. Not-to-exceed fees and services to be performed under Supplemental Services will commence only after written approval from the District Water Utility Capital Division Deputy Operating Officer.
5. Expenses incurred by the Consultant for Sub-Consultants providing professional services will be reimbursed at actual cost plus 5%.
6. Other Direct Cost (ODC)
 - a. All other direct expenses not included in overhead including, the following types of costs that will be billed separately in accordance with the following:
 - b. ODC – Type 1: This includes the use of outside services that are ancillary but an integral part of executing this Project. These include, but not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, website hosting services, Project-specific software licenses and user fees such as Contract Manager, will be billed at actual cost without any mark-up.
 - c. ODC – Type 2:
 - i. This includes the use of outside services that are ancillary to and an integral part of enabling Consultant's specialty subconsultants and/or out of state specialists to travel to/from their home office to the District or Project site or to transmit documents to the Project office. This includes members of the Board of Consultants (Seed, Cluff, Cassidy, and Verigin) and the Quarry Expert (Pauletto).
 - ii. Pending District pre-approval of travel, the related costs (e.g. airfare, personal vehicle, or rental vehicle), lodging, meals, and/or other travel-related incidental costs (e.g. Bridge tolls) will be billed at actual cost without any mark-up.
 - iii. Travel and overnight accommodations, including per diem, for ODC Type 2 air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual incurred costs.
 - iv. Vehicle rental is limited to a compact or economy model.
 - v. Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.

APPENDIX TWO FEES AND PAYMENTS

d. ODC – Type 3:

- i. This includes incidental costs that are ancillary, but are direct Project related costs that are small dollar amount (e.g. less than \$200) and cannot be estimated or planned for in detail.
 - ii. This includes, but is not limited to such items as: postage, FedEx/UPS, in-state travel to meet with FERC and/or DSOD, phone calls between Home and Project offices, specialized computer usage such as GIS or CAD, and misc. meeting expenses.
 - iii. These costs will be billed monthly based on a percent complete basis as approved by the District's Project Manager in accordance with the amount specified in Section III of this, Appendix Two.
 - iv. Automobile travel expenses in Consultant vehicles incurred while carrying out the work herein will be paid at the current IRS rate measured from the District Headquarters to Project site, if directed and authorized by the District. If a vehicle is rented by the Consultant to carry out the work herein, the total cost of the rental which may include insurance, gas, car fee, and taxes will be paid at the actual incurred costs or up to the equal amount reimbursable for mileage whichever is less, if directed and authorized by the District. Vehicle rental is limited to a compact or economy model.
7. Monthly invoices will be prepared in accordance with the terms of this Appendix Two and the Standard Consultant Agreement Section IV, Fees and Payments and represent work performed and reimbursable costs incurred during the identified billing period and will be consistent with Appendix One and include categorized costs for all labor charges, name and personnel category, and direct charges by task, must reflect actual fees versus the Agreement not-to-exceed fees in this Appendix Two. Before submitting an invoice, a draft progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District's Project Manager. Upon preliminary approval by the District, the Consultant will send via United States mail the complete signed and dated hardcopy invoice, including all supporting documentation to the District's Project Manager. District review of the draft invoice does not represent final approval of the hardcopy invoice.
8. District's Project Manager will review each invoice within 5 working days of receipt, address any questions with Consultant's Project Manager, and approve the undisputed amount of the invoice within 10 working days of receipt of the undisputed invoice amount. District will pay undisputed invoices within 30 calendar days from date invoice is received by District's Project Manager.

APPENDIX TWO FEES AND PAYMENTS

9. Prevailing Wages

- a. The services to be performed pursuant to this Agreement are “public works” subject to California Labor Code Section 1771, et. seq. and the applicable implementing regulations. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Agreement. Notwithstanding any other provisions of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- b. Labor Code Section §1720 includes “Inspection and Land Surveying” in its definition of “Public Works.” If Consultant’s Scope of Services includes such work, Consultant must comply with all Labor Codes applicable to prevailing wages.

10. Consultant’s services will be performed by its staff members at the lowest hourly rates commensurate with the complexity of the required services.

11. Consultant’s attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.

12. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the services, estimated to be **50%** or more of the Total Not to Exceed Amount stated in this Appendix Two and Consultant agrees to use its best efforts to meet this goal.

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APPENDIX THREE SCHEDULE OF COMPLETION

1. This Agreement commences once it is signed by both parties. District and Consultant may agree to modify the dates specified for Consultant's performance. This Agreement expires April 30, 2014, unless its term is modified by a written amendment hereto, signed by both parties.
2. No schedule extension will be allowed unless approved in advance in writing by the District. Consultant's attention is directed to Section VII of the District's Standard Consultant Agreement regarding delays and extensions.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement.
4. Consultant will coordinate services with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings and Deliverables. The approved Project-level schedule will be monitored monthly. Task and Deliverable schedules will only be changed with advance written approval by the District.
5. Consultant will commence Tasks listed in Appendix One of this Agreement upon receipt of the Notice-to-Proceed.
6. Project-level Schedule. Consultant will complete the Services as listed in Appendix One of this Agreement per the schedule provided below that is based on the overall Project schedule that is included as Attachment One to (this) Appendix Three, which shows both the baseline Project schedule (per the Project Plan) and potential schedule acceleration approach:

Task	Description	Completion Date or Duration from NTP
1	Project Management and Capital Project Delivery	24 months
2	Coordination and Communication	24 months
3	Administrative Work	24 months
4	Public Outreach	24 months
5	Stakeholder Engagement	24 months
6	Agreements, Contracts, Services	24 months
7	Implement Value Engineering/Constructability Review	24 months
8	Quality Assurance and Quality Control	24 months
9	Board of Consultants (BOC)	24 months
10	Interim Safety Measures	24 months
11	Supplemental Services	To be determined

APPENDIX THREE SCHEDULE OF COMPLETION

7. Project Delays - The Consultant will make all reasonable efforts to comply with the Project-level schedule presented in Appendix Three of this Agreement. In the event the Project-level schedule will be delayed, Consultant will notify the District as soon as possible providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Schedule of Completion. This language will prevail should any conflict or discrepancy occur between this language and the language found in Section VII of this Agreement.

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Attachment One to Appendix Three

Print Date: 1/5/12



Attachment One to Appendix Three

Anderson Dam Seismic Retrofit Project
Project Management Services
Ver. Jan 6, 2012

APPENDIX FOUR INSURANCE

Please refer to the insurance requirements listed below.

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

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

In addition to certificates, Consultant must furnish District with copies of original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before work commences.** In the event of a claim or dispute, District can view Consultant's applicable policies.

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

Required Coverages

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

\$5,000,000 per occurrence / **\$5,000,000** 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 Agreement.
- 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
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Consultant's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers must be in excess of Consultant's insurance and must not contribute to it.

APPENDIX FOUR INSURANCE

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. This coverage is self insured. Consultant is self insured and will provide certificate that this coverage is self insured.
- B. Coverage shall include contractual liability
- C. If coverage is claims-made:
 - a. Certificate of Insurance shall clearly state that the coverage is claims-made
 - b. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - c. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - d. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Agreement of work.

4. Workers' Compensation and Employer's Liability Insurance

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

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

General Requirements

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

- 1. **Additional Insured Endorsement(s)** Consultant must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District.

APPENDIX FOUR INSURANCE

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

2. **Primacy Clause:** Consultant's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium).** **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages, except professional liability which is self insured, 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 Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Except for professional Liability which is self insured, any deductibles or self-insured retentions must be declared to and approved by the District.
6. **Subconsultants:** Should any of the work under this Agreement be sublet, the Consultant must require each of its subconsultants of any tier to carry the aforementioned coverages, or Consultants may insure subconsultants under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by 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:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees on to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees. Except for Professional Liability which is self insured.
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.

APPENDIX FOUR INSURANCE

11. Please mail the certificates and endorsements to:

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

IMPORTANT: On the certificate of insurance, please note either the name of this Project or the name of the District's contact person or unit for the contract.

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