



# STANDARD CONSULTANT AGREEMENT

Terms and Conditions Template (Capital)  
6/1/2024 – 12/31/2025

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

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

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

## SECTION ONE

### SCOPE OF SERVICES

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

## SECTION TWO

### DUTIES OF CONSULTANT

#### 1. Performance

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

## **2. Consultant Controlled Areas**

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

## **3. Licensing**

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

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

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

## **5. Errors and Omissions**

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

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

- A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the

standards are retained during the conversion process used by Consultant.

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

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

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

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

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

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

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

Consultant will perform all Services as an independent contractor and not an agent or employee of Valley Water. Consultant represents and warrants that it and its contractors who are performing any of the Services as Subconsultants will perform such Services as an independent contractor, and neither Consultant nor Subconsultants nor their employees are the servants, agents or employees of Valley Water. Except as expressly provided in this Agreement, Valley Water exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

## **11. Standard of Care**

- A. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in

accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.

- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8. Compliance with All Laws.
- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8. Compliance with All Laws.

### **SECTION THREE**

#### **DUTIES OF VALLEY WATER**

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

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

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

- A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.
- C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.
- D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.
- E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.

- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by Valley Water, will not result in additional costs or expenses to Valley Water.

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

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

## **SECTION FOUR**

### **FEES AND PAYMENTS**

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

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to Consultant according to the terms provided for herein and in the Schedule, Attachment One, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, and reimbursable expenses, incurred by the Consultant to perform the Services.
- B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, remaining funds previously budgeted for tasks that are completed, reduced, or deleted, may be reallocated to tasks that have not yet been completed, provided the Agreement Total Not-to-Exceed Fee is not exceeded. Transferring funds from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced, revised, or deleted. If the Scope of Services of a task is reduced or deleted, the portion of the funds attributed to that reduced or eliminated task may be reallocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current Internal Revenue Services (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm addresses, whichever is

closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

## **2. Consultant Monthly Invoices**

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

- a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
  - b. A look-ahead schedule listing deliverables and activities planned for the next two months;
  - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
  - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
  - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
  - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
  - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
  - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
  - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall submit all invoices through Projectmates or other document control system designated by Valley Water. All inquiries regarding Projectmates must be directed to Valley Water's Capital Project Management and Project Controls Program ([CPMPC@valleywater.org](mailto:CPMPC@valleywater.org)).
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:
- 1) Agreement number;

- 2) Consultant Invoice number in the following format: Agreement Number followed by a three-digit consecutive numbering sequence and separated by a period. For example, A1234A.001, A1234A.002, etc.
  - 3) Full legal name of Consultant/Firm;
  - 4) Payment remit-to address;
  - 5) Invoice date (the date invoice is emailed);
  - 6) Detailed description of Services provided, including the “distribution account(s)” for those Services;
  - 7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and
  - 8) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.
- H. Valley Water Project Manager will review Consultant’s written invoice within five Valley Water business days of receipt, address any questions with Consultant’s Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.
- I. Invoice Disputes
- 1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant’s submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water’s reason(s) for disputing each such item.
  - 2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water’s written notice of dispute, Consultant and Valley Water will attempt to resolve the dispute pursuant to the Standard Consultant Agreement, Appendix Two, Dispute Resolution.
- J. Consultant’s services will be performed by its staff members and Subconsultants’ staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.
- K. Consultant shall ensure that its personnel performing Services pursuant to this Agreement document their time doing so.

### **3. Prevailing Wages**

A. A portion of the Services to be performed pursuant to this Agreement may be considered “Public Works” subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant’s Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

B. Labor Code §1720 provides as follows:

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

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, “construction” includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, “installation” includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.”

C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.

D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.

F. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, in electronic or hard copy format, at Valley Water’s discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.

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

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

**4. Retention**

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

## **SECTION FIVE**

### **SCHEDULE OF COMPLETION**

#### **1. Performance of Tasks**

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

#### **2. Project Schedule Table**

Consultant will perform and complete the services described in the Scope of Services in accordance with the Project Schedule table (Project Schedule) as stated in the Schedule, Attachment Two, Schedule of Completion. Consultant will coordinate services with Valley Water to provide the timeline of all tasks and subtasks, including the site visits, document review, meetings, and deliverables.

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

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

#### **4. Project Delays**

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

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

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

## **SECTION SIX**

### **AGREEMENT MODIFICATIONS**

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

## **SECTION SEVEN**

### **TERM AND TERMINATION**

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

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

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

- A. Suspension: Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.
- B. Termination for Convenience: Valley Water may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in Section Seven, Term and Termination, subsection 3. Consultant's Compensation upon Termination or Suspension.
- C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from Valley Water specifying such failure or violation, Valley Water will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or

expenses beyond the specified termination date.

- D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been implemented for Valley Water's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- E. The rights and remedies provided herein to Valley Water are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

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

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

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

### **4. Survival**

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

## **SECTION EIGHT**

### **INDEMNIFICATION**

- 1. Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including, without limitation, interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent

they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct.

2. The foregoing does not limit any strict liability imposed on the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

## **SECTION NINE**

### **INSURANCE REQUIREMENTS**

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

## **SECTION TEN**

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

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

All deliverables and other materials prepared by Consultant, including computer programs and media developed by the Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven, Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of Valley Water. Consultant will provide Valley Water with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has, so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

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

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

#### **3. Copies of Data**

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

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

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

## **5. Work for Hire**

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

## **6. Copyright Claims**

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

# **SECTION ELEVEN**

## **EQUAL OPPORTUNITY**

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

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

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

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

### **3. Investigation of Claims**

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

## **SECTION TWELVE**

### **MISCELLANEOUS PROVISIONS**

#### **1. Entire Agreement**

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

#### **2. Formation of Agreement**

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

7) Execution of the Agreement by Valley Water.

**3. No Assignment**

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

**4. Reasonableness**

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

**5. Gifts**

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

**6. Audits**

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

**7. Force Majeure**

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault,

labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

## **8. Binding Effect**

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

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

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

## **10. Confidentiality**

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

## **11. Release of Information Prohibited**

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized Valley Water personnel. Consultant will not release any information pertinent to the Project for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from Valley Water. Any media

inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to Valley Water. Consultant will not communicate with the media regarding any such matter.

## 12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
  - 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
    - a. Within 30 calendar days of the effective date of this Agreement; or
    - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement;
  - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a need to correct or change disclosure information;
  - 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during the annual filing season, as determined by Valley Water;
  - 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming

Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:

- a. Upon termination of this Agreement; or
  - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code);
- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code §81000 et. seq. and §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s) and subcontractor(s) employee(s) from the Project and provide a replacement acceptable to Valley Water;
- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

### 13. Task Orders

- A. Some tasks and Services may be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard Consultant Agreement, Appendix Three, Task Order Template). The proposed Task must identify the following:
- 1) Description of the Services, including deliverables;
  - 2) The total Not-to-Exceed Fees for Consultant to complete the Services, including estimated number of hours per assigned staff to complete the Services;
  - 3) Proposed staff that will be assigned to complete the Services, including resumes if not previously provided to Valley Water's Project Manager;
  - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
  - 5) Schedule for completing the Services; and
  - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.

- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard Consultant Agreement, Appendix One, Additional Legal Terms, and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.
- D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.

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

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

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

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

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

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

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

The failure of either Party to this Agreement to object to or to take affirmative action with

respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.

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

Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenants, conditions, or provisions contained herein.

## **19. Severability**

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

## **20. Debt Limitation**

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

## **21. Notices**

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

VALLEY WATER:

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

CONSULTANT:

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

## **22. Appendices**

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

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

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

Schedule CM, D, E, EP, P, PM or ESDC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

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

**SANTA CLARA VALLEY WATER DISTRICT**  
Valley Water

**AECOM TECHNICAL SERVICES, INC**  
Consultant

By: \_\_\_\_\_  
Tony Estremera  
Chair, Board of Directors

By: \_\_\_\_\_  
Mourad Attalla, PhD, PE, SE  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Consultant's Address:  
300 Lakeside Drive, Suite 400  
Oakland, California 94612

\_\_\_\_\_  
Candice Kwok-Smith  
Clerk, Board of Directors

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

**1. Dispute Resolution**

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

**2. Small Business Enterprise (SBE) Outreach Program Participation**

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 30% or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

**3. Task Order Approvals**

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

**4. Federally Required Clauses**

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

# STANDARD CONSULTANT AGREEMENT

## EXHIBIT A

### FEDERAL REQUIREMENTS

#### 1. FEDERAL GRANT REQUIREMENTS

Projects receiving credit assistance must comply with all federal laws and regulations, including environmental compliance and other compliance requirements.

Valley Water is actively seeking state and federal funding for the Project. Consultant agrees to comply with all applicable state and federal funding requirements and pertinent laws, regulations, and policies, including, but not limited to the Uniform Guidance for Federal Awards (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>). Specific agency-level guidance and requirements may also apply.

This Project will likely be funded in part with United States Environmental Protection Agency (USEPA) funds, and in addition to Federal Uniform Guidance found in 2CFR200, the Environmental Protection Agency (EPA) General Terms and Conditions will apply, effective October 1, 2025. The EPA General Terms and Conditions can be found here: <https://www.epa.gov/grants/grant-terms-and-conditions>.

#### 2. DEBARMENT AND SUSPENSION

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

#### 3. FEDERAL LOBBYING RESTRICTIONS (31 U.S.C. 1352)

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Consultant shall complete and submit to Valley Water the Certification Regarding Lobbying form ([https://www.epa.gov/system/files/documents/2021-08/epa\\_form\\_6600\\_06.pdf](https://www.epa.gov/system/files/documents/2021-08/epa_form_6600_06.pdf)) and Disclosure of Lobbying Activities form (<https://www.epa.gov/grants/sf-III-disclosure-lobbying-activities>) found in Appendix A and Appendix B to 40 CFR Part 34. Consultant shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms to Valley Water pursuant to the

## STANDARD CONSULTANT AGREEMENT

### EXHIBIT A

#### FEDERAL REQUIREMENTS

process set forth in 40 CFR 34.110.

#### 4. CIVIL RIGHTS OBLIGATIONS

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

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C. 20000, *et. seq*)
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C. 6101 *et. seq*)
- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.

#### 5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and its subcontractors shall comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

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

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

**2. Dispute Resolution**

A. Alternate Dispute Resolution

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

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

C. The cost of partnering, training facilities, and facilitator will be paid for by Valley Water unless the Parties agree otherwise.

**3. Negotiations Before and During Mediation**

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

**4. Voluntary Mediation**

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

**I. Authority of Mediator**

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

**J. Privacy**

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

**K. Confidentiality**

Except as provided by California or federal law or regulation:

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

- a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;
- b. Statements made by the other Party in the course of the mediation proceedings;
- c. Proposals made or views expressed by the mediator; and
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

**5. Compensation for Participation in Mediation**

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

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

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

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

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

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

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

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

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

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

agrees that it will provide all equipment and furnish all materials, except as may be otherwise noted in the Attachment A.

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

8. Signatures:

Signature:		
	AECOM Technical Services Mourad Attalla Vice President	DATE

Signature:		
	SANTA CLARA VALLEY WATER DISTRICT [PRINT NAME] [PRINT TITLE]	DATE

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

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

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

**Certificates of Insurance**

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

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

The certificates will:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway**

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**San Jose, CA 95118  
Agreement/CAS No. XXXXX**

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

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

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

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

**Maintenance of Insurance**

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

**Renewal of Insurance**

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

Consultant shall instruct its insurance broker/agent to:

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

[certificatesupport@evidentid.com](mailto:certificatesupport@evidentid.com)

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

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

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

Consultant must, at its sole cost and expense, procure and maintain during the entire period of

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

this Agreement the following insurance coverage(s).

**Required Coverages**

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

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

General Liability insurance must include without limitation:

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

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

**\$1,000,000** 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 shall include without limitation:

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

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

- a. Coverage for the entirety of Contractor's and its Subcontractors', Sub-Subcontractors', and Design Consultants' professional services performed for the Project (i.e., coverage shall include, but not be limited to, direct services provided by Contractor and those services provided on by any of its Subcontractors, Sub-Subcontractors, or Design Consultants of any tier).
- b. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- c. The policy shall also provide rectification coverage (coverage for Defects).
- d. The policy shall not include exclusions arising out of: (1) contractual liability or liability assumed under contract and shall expressly insure, to the fullest extent permitted by applicable law, the indemnity obligations set forth in this

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

Exhibit; (2) any guarantees or warranties by Contractor; (3) faulty workmanship that is the result of a negligent act, error, or omission in the performance of professional services; and (4) damage to property in the care, custody, or control of Contractor.

- e. This insurance shall, at a minimum, have a retroactive date which is the same as or predates Owner's Notice to Proceed.
- f. This insurance must be maintained for at least ten (10) years after Final Completion of the Project by Owner, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longer.

**4. Cyber**

**\$1,000,000** per claim/ **\$2,000,000** aggregate.

- a. Liability arising from the unauthorized access to, disclosure, acquisition, loss, dissemination and/or use of Confidential Information. For purposes of this section, "Confidential Information" shall include but not limited to, personally identifiable information (PII), protected health information (PHI), financial accountant information, security codes, access codes, passwords, security codes or personal identification numbers (PINS), and any other information protected by the Agreement or applicable privacy laws;
- b. Costs arising from mandatory or contractual notifications related to unauthorized access, disclosure, acquisition, loss, or use of confidential information and related mitigation costs, including but not limited to, credit monitoring, identity theft protection services, call center support, forensic investigation, legal fees, and regulatory fines or penalties imposed under the California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), or other applicable privacy and data protection laws;
- c. Certificate of Insurance shall clearly state that the coverage is claims-made.
- d. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- e. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- f. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

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

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

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**General Requirements**

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

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

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

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**CHECK LIST OF DOCUMENTS NEEDED**

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

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**SCHEDULE D  
SCOPE OF SERVICES**

**1. Representatives**

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

Girlie Jacobson (Valley Water Project Manager)  
Senior Engineer  
Water Supply Division  
Santa Clara Valley Water  
District 5750 Almaden  
Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-3278  
Email: GJacobson@valleywater.org

Kirsten Struve  
Assistant Officer  
Water Supply Division  
Santa Clara Valley  
Water District 5750  
Almaden  
Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-3138  
Email: KStruve@valleywater.org

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

Vijay Sundaram,  
PhD, PE  
AECOM Technical  
Services  
VP, Global One Water  
Director  
2020 L St,  
Sacramento, CA 95811

Phone: 916 846 1796  
Email:  
Vijay.Sundaram@aecom.com

## SCHEDULE D SCOPE OF SERVICES

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

Mourad Attalla, PhD,  
PE, SE  
Kaiser Center, 300  
Lakeside Dr  
Oakland, CA 94612

Phone: 925 698 5411  
Email:  
Mourad.attalla@aecom.com

### 2. Scope of Services

A. This Schedule D, Scope of Services describes the professional design services to be performed by the Consultant for Valley Water's **Pure Water Silicon Valley - Demonstration Facility Project** (the Project), formerly called San Jose Purified Water Project – Demonstration Facility Project.

B. The Project consists of a new Pilot Facility for direct potable reuse (DPR) for data gathering and validation testing and a new Learning Center for public outreach and education on water reuse and water supply. The Consultant shall prepare one (1) set of design documents for the Pilot Facility and one (1) set of design documents for the Learning Center, allowing for two (2) separate construction bids, as reflected in the Project Schedule.

C. The Learning Center scope of work shall also include preparation of at least three (3) conceptual plans and renderings, including building and site area for review by stakeholder partners and committees. Consultant shall proceed with development of detail design based on the selected conceptual plan or combined plans.

D. Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant, as engineer-of-record, for engineering support services during the construction phase of the Project. Valley Water may, at its discretion, choose to initiate a new procurement for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

### 3. Project Objectives

- A. Valley Water's objectives for the Project are to:

## **SCHEDULE D SCOPE OF SERVICES**

- 1) Complete the Project within budget, scope, and schedule.
- 2) Meet Valley Water performance objectives for the planning, design, construction, and post-construction phases. Comply with Valley Water standard specifications and requirements.
- 3) Meet all local, state, and federal laws, regulations, and permitting requirements.
- 4) Ensure that design of the Pilot Facility and Learning Center are appropriately scheduled and coordinated to efficiently meet Project objectives and Project schedule.
- 5) Consultant will meet all Project objectives.

**B. Project objectives for the Pilot Facility are to:**

- 1) Provide Pilot Facility design that includes up to a 200 gallon per minute (gpm) pilot treatment facility installed at an outdoor area on the existing Silicon Valley Advanced Water Purification Center (SVAWPC) site to allow Valley Water to perform DPR data gathering and validation testing for a future DPR full scale production facility.
- 2) Ensure that the Pilot Facility design conforms to applicable DPR regulatory requirements to continuously produce DPR quality water.
- 3) Follow the DDW-approved Testing and Monitoring Plan, Ozone Validation Protocol, BAC Validation Protocol, UV/AOP Validation Protocol, and all other relevant protocols (Validation Plans) for the Project.
- 4) Ensure that the design of the Pilot Facility includes high-recovery reverse osmosis (RO) and the ability to optimize unit processes.
- 5) Include a comprehensive monitoring and control approach that is similar to full-scale capabilities to demonstrate that the requirements of the DPR regulations are met.
- 6) Provide Pilot Facility design that is suitable for temporary, outdoor installation within the existing SVAWPC site and adaptable for efficient relocation inside the Learning Center building without compromising the associated functionalities.
- 7) Provide Pilot Facility design with ease of maintenance and operation that is adaptable for possible future piping and process modifications.

## **SCHEDULE D SCOPE OF SERVICES**

- 8) Address constructability constraints and risks associated with the proposed Pilot Facility design to ensure SVAWPC operations are not adversely impacted during construction, operation, and relocation of the Pilot Facility.
- 9) Provide necessary requirements for start-up, testing, and commissioning, and establish clear roles among Valley Water, contractor, and Consultant services.
- 10) Provide a clear and acceptable means for the hand-off of operations and maintenance to Valley Water following the completion of the Pilot Facility. Consultant shall provide all appropriate training and all necessary documentation, including completed Standard Operating Procedures (SOPs) and Operations and Maintenance manuals that reflect how the facility is being operated to enable Valley Water to successfully operate during the pilot testing phase.

### C. Project objectives for the Learning Center are to:

- 1) Provide Learning Center design that includes up to 10,000-square-foot, learning center building(s) for education and public outreach to be located on an undeveloped 2-acre site adjacent to SVAWPC.
- 2) Provide Learning Center building interior design that includes a welcome area, conference room, office space, restrooms, breakroom, operational/testing area, and large exhibit hall. The exhibit hall shall be designed in collaboration with Valley Water's exhibit design consultant for future installation of exhibits, displays, and models by others.
- 3) Provide Learning Center design that also includes new paved parking area, site improvements, landscaping and space for public art, electrical equipment, monitoring and controls, utility connections, piping and electrical connections, rehabilitation of the temporary Pilot Facility site location, and abandonment of existing onsite groundwater monitoring wells.
- 4) Provide a Learning Center for members of the public, with a target audience of 5<sup>th</sup> grade students and up. The main goals for the Learning Center are to educate, innovate, amplify, and inspire.

- **Educate**

- Introduce visitors to Valley Water, the agency's importance to Santa Clara County, the history of our water supply, where our water comes from, and our commitment to provide clean water to the community.
- Educate diverse visitors on the wastewater process and

## SCHEDULE D SCOPE OF SERVICES

- the importance and safety of purified water.
  - Provide physical spaces for educational events and/or technical studies conducted by Valley Water staff and partners, as appropriate.
  - **Innovate**
    - Through interactive and durable experiences, demonstrate how Valley Water is a leader in Silicon Valley in using advanced technology to purify water.
  - **Amplify**
    - Present opportunities for community members, elected officials, and other stakeholders to raise awareness and promote the importance of water reuse.
    - Solidify support for purified water by offering each visitor a sample of purified water.
  - **Inspire**
    - Motivate and inspire members of the public to express their commitment to support water conservation, Valley Water's mission, and the Learning Center's efforts through advocacy, pledges, and other "take action" opportunities.
- 5) Provide a Learning Center design that is LEED-certified, solar-ready, and meets standards for energy efficiency, sustainable design, health and safety, and water conservation.
- 6) Ensure that stakeholders and partner agencies are appropriately engaged in the development of architectural design of the Learning Center building and surrounding areas.
- 7) Provide Learning Center design that includes moving the treatment components of the Pilot Facility inside the Learning Center building following the completion of the pilot testing phase by Valley Water and in line with the Project schedule. Design would appropriately relocate the pilot facility to successfully demonstrate DPR treatment technology and continuously produce purified water for public tasting by addition of new tasting stations that meet all regulatory requirements for potable reuse.
- 8) Provide Pilot Facility design at its permanent location in the Learning Center that is adaptable and flexible for piping and process modifications for future equipment testing.
- 9) Address constructability constraints and risks associated with the proposed design of the Learning Center to ensure SVAWPC operations are not adversely impacted during construction, operation, and relocation of the Pilot Facility.

## **SCHEDULE D SCOPE OF SERVICES**

- 10) Address constructability constraints and risks associated with the relocation of the Pilot Facility to the Learning Center to ensure Project schedule is met.
- 11) Provide necessary requirements for start-up, testing, commissioning, and clear roles among Valley Water, contractor, and Consultant services for Valley Water to successfully operate and maintain with additional training and all necessary documentation, including updated SOPs and Operations and Maintenance manuals that reflect how the pilot facility is being operated at its permanent location.

### **4. Project Background**

- A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit [www.valleywater.org](http://www.valleywater.org).

- B. As part of the Water Supply Master Plan 2050 development, the Valley Water Board of Directors adopted a potable reuse goal of 24,000 Acre-feet per year (AFY) by 2035 and a long-term vision to maximize water reuse in the county up to 32,000 AFY by 2050. Potable and non-potable water reuse provide a reliable, drought-resilient, locally controlled water supply and can help further diversify Valley Water's water supply portfolio and meet water demands, especially during extended droughts.
- C. In June 2022, Valley Water retained a Project Management Consultant to provide technical and advisory support for the Purified Water Project.
- D. In December 2023, the State Water Resources Control Board approved the Direct Potable Reuse Regulations (SBDDW-23-001), with an effective date of October 1, 2024. This regulatory development and recent technological advancement has made it possible for Valley Water to pursue direct potable water supply.
- E. On January 9, 2024, the Valley Water Board reviewed the Preliminary Capital Improvement Program (CIP) Five Year Plan for FY 2025-29 and directed staff to include a San Jose Purified Water Project (SJPWP).

**SCHEDULE D  
SCOPE OF SERVICES**

- F. On February 27, 2024, the Valley Water Board directed staff to expedite a direct potable reuse (DPR) project with the City of San Jose to design and build a demonstration facility and follow with design and build of a full-scale facility adjacent to Valley Water’s existing Silicon Valley Advanced Water Purification Center.
- G. On June 10, 2025, the City of San Jose Council and the Valley Water Board approved the “Option Agreement for the First Amendment to the Ground Lease and Property Use Agreement” for the Project.

**5. Assumptions and Requirements**

**A. General Assumptions and Requirements**

- 1) **Manage Scope of Services.** Consultant shall manage the Scope of Services and ensure the work is completed within the Not-to-Exceed Fees limit. Consultant shall also ensure that the Scope of Services is completed in accordance with the Project schedule and that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

a. Valley Water Standardization Requirements

- (1) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water’s current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water’s Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different

## SCHEDULE D SCOPE OF SERVICES

CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.

- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment by regulatory agencies, Consultant advisors, and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting notes and will be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.
- 6) **Document Control.** Consultant must utilize the document control system designated by Valley Water (Capital Project Management and Project Control's Program).
- 7) **File Exchange Service.**
  - a. Consultant must utilize the file exchange service designated by Valley Water (Capital Project Management and Project Controls Program),

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accessible to all parties as designated by Valley Water, to facilitate communications.

- b. Consultant may need to coordinate with Valley Water's Capital Project Management and Project Controls Program ([CPMPC@valleywater.org](mailto:CPMPC@valleywater.org)) to address any firewall issues and/or permissions required to allow for these communications.

### 8) **Completeness**

- a. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.
- b. A Complete Design Set must include all the information required for constructible set of plans and specifications; include a project cost estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

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

- 1) **Separate Design Documents:** Consultant shall prepare two separate sets of design documents for the Pilot Facility and Learning Center for separate construction bids as reflected in the Project schedule.
- 2) **Validation Plans:** Valley Water has collaborated with Division of Drinking Water (DDW) of the State Water resources Control Board (SWRCB) to define DPR testing requirements for the Pilot Facility as shown on the Testing and Monitoring Plan, Ozone Validation Protocol, BAC Validation Protocol, UV/AOP Validation Protocol and all other relevant protocols (Validation Plan).
- 3) **Regulatory Permitting:** Pilot Facility at its permanent location in the Learning Center shall be permitted for Title 22 recycled water for connection to South Bay Water Recycling (SBWR) system and permitted

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for purified water tasting via sink and bottling for public outreach and education, as required. Consultant shall assist Valley Water and its consultants, such as providing technical information and analysis, in preparation of regulatory permit documents and reports, to obtain permits and approvals for the Project, as needed.

- 4) **Local Permitting.** Planning level permits and architectural review may need to be obtained for the Project from the local agency. Consultant shall participate in meetings and prepare required drawings, presentations, and other documents, for submittal and presentation to local agencies to obtain planning level permits.
  - 5) **Stakeholder Plans.** Consultant shall assist Valley Water in obtaining stakeholder review and selection of Learning Center architectural conceptual plans prior to detail design. Consultant shall prepare drawings, presentation, and renderings, as needed, for stakeholder review.
  - 6) **Environmental Review (CEQA):** CEQA reviews for the Pilot Facility and Learning Center will be completed separately by others. Consultant will review the Certified CEQA document and incorporate mitigation measures in the design as well as assist Valley Water with documentation needed.
  - 7) **Long Lead Equipment:** Consultant shall provide assessment and identify any long lead equipment that may need to be procured and supplied by Valley Water to meet the Project schedule. Additional tasks required to prepare early procurement documents, including but not limited to equipment specifications and drawings and provide early bid and award services will be completed under a task order.
  - 8) **Project Access:** A new paved parking lot for relocation of an existing Valley Water public outreach trailer is expected to be designed and constructed by Others. The new parking lot is expected to be located north of the Learning Center site. Consultant shall incorporate this area in the design of the Learning Center, including primary access to the facility from McCarthy Lane.
- C. Preliminary Project Schedule:** Preliminary schedule for design, construction, and post- construction phases of the project are estimated in the table below:

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<b>Task/Phase</b>	<b>Timeframe</b>
Notice to Proceed	June 2026
Pilot Facility – Complete Basis of Design	October 2026
Pilot Facility – Environmental Review (CEQA)	December 2026
Learning Center – Complete Basis of Design	March 2027
Learning Center – Environmental Review (CEQA)	June 2027
Pilot Facility – Final Design	April 2027
Pilot Facility – Advertise and Award	May 2027-November 2027
Pilot Facility – Construction & Start-up	November 2027-March 2029
Learning Center – Final Design	April 2028
Learning Center– Advertise and Award	May 2028 – November 2028
Learning Center – Construction & Start-up	November 2028 – December 2030
Pilot Facility – Acceptance by Board	March 2029
Pilot Facility – Validation Testing Phase by Valley Water	April 2029-April 2030
Learning Center – Acceptance by Board	December 2030

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### **6. Design Phase Tasks**

To achieve the Project objectives in this Agreement, the Consultant will perform the following tasks:

Task 1 – Project Management

Task 2 – Pilot Facility - Data Collection and Investigations

Task 3 – Pilot Facility - Basis of Design

Task 4 – Pilot Facility – 30 Percent Design Document Preparation

Task 5 – Pilot Facility – 75 Percent Design Document Preparation

Task 6 – Pilot Facility – Final Design Document Preparation

Task 7 – Pilot Facility – Bid and Award Services

Task 8 – Learning Center – Data Collection and Investigations

Task 9 – Learning Center - Basis of Design

Task 10 – Learning Center – 30 Percent Design Document Preparation

Task 11 – Learning Center – 60 Percent Design Document Preparation

Task 12 – Learning Center – 90 Percent Design Document Preparation

Task 13 – Learning Center – Final Design Document Preparation

Task 14 – Learning Center – Bid and Award Services

Task 15 – Supplemental Services

#### **Task 1 – Project Management**

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

##### **1.1 Kickoff Meeting**

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Consultant will attend kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team members' roles and responsibilities, describe Project procedures, and summarize scope and schedule.

**1.2 Project Design Work Plan.** Consultant will prepare a Project Design Work Plan for the Project that includes both Pilot Facility and Learning Center, in accordance with this Scope of Services.

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

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

**1.3 Progress Meeting and Workshops.** Valley Water and Consultant key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, or at Valley Water's direction, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review, and discuss progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water.

**1.4 Weekly One-on-One Meetings with Valley Water.** Consultant Project Manager must provide a brief update of the team's work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention. The meeting schedule will be established by Valley Water, weekly/biweekly either in-person, or virtually, at Valley Water's discretion.

**1.5 Pilot Facility – Specific PM Tasks**

1.5.1 **Coordination and Communication with External Agencies.** Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project design activities as requested by Valley Water.

1.5.2 **Public Outreach.** If requested, Consultant will provide support and assistance with Valley Water's public outreach activities. Such assistance may include

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coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the VWPM.

- 1.5.3 **Additional Review Meetings.** Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks, 75% design tasks, and other design tasks.
- 1.5.4 **Regulatory Meetings.** Consultant shall attend meetings with regulatory agencies provide support and assistance as requested by VWPM. Such assistance may include participation, preparing presentation slides and materials, presentation and other task as required.
- 1.5.5 **Partner Agency and Stakeholder Meetings.** Consultant shall attend meetings with partner agencies and other stakeholders and provide support and assistance as requested by VWPM. Such assistance may include participation in the meeting, preparing presentation slides and materials, presentation, and other task as required.

### 1.6 Learning Center – Specific PM Tasks

- 1.6.1 **Coordination and Communication with External Agencies.** Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant’s Project design activities as requested by Valley Water.
- 1.6.2 **Public Outreach.** If requested, Consultant will provide support and assistance with Valley Water’s public outreach activities. Such assistance may include coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the VWPM.
- 1.6.3 **Additional Review Meetings.** Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks, 60% design tasks, 90% design tasks, and other design tasks.
- 1.6.4 **Regulatory Meetings.** Consultant shall attend meetings with regulatory agencies and provide support and assistance as requested by VWPM. Such assistance may include participation, preparing presentation slides and materials, presentation and other task as required.
- 1.6.5 **Partner Agency and Stakeholder Meetings.** Consultant shall attend meetings with partner agencies and other stakeholders and provide support and assistance as requested by VWPM . Such assistance may include participation in the meeting,

## SCHEDULE D SCOPE OF SERVICES

preparing presentation slides and materials, presentation, and other task as required.

### 1.7 Progress Reports and Invoices

- 1.7.1 Consultant Project Manager will submit a monthly written progress report and invoice to summarize the efforts completed for the month, provide an updated status on deliverables, schedule, and budget, as specified in Section Four, Fees and Payment.

### Task 1 - Deliverables

1. Project Design Work Plan including QA/QC Plan (Draft, Draft Final, and Final)
2. Meeting agendas, notes, and presentations
3. Weekly or twice-a-week meetings/conference calls attendance and notes; frequency of meetings and/or calls will be at Valley Water's discretion
4. Monthly progress reports and invoices

### Task 1 - Assumptions

1. Consultant shall assist Valley Water and collaborate with Valley Water consultants in preparing submittals and obtaining necessary City and regulatory permits for the Pilot Facility and Learning Center, as required.

### Task 2 – Pilot Facility - Data Collection and Investigations

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

- 2.1 Research and Review of Available Project Documentation.** Consultant will research and review available relevant documents and standards provided by Valley Water.

- 2.2 Project Base Map.** Consultant will prepare and submit a Project Base Map, survey data, drawings, utility info, etc. and data as necessary to complete required studies and prepare contract drawings for the Project. Base Map preparation shall include, but not be limited to:

- 2.2.1 Collect existing survey, topographical, GIS, property, easements and rights of way and utility/infrastructure data as applicable to generation of the Project Base Map for purposes of final design. Valley Water shall provide native files of existing survey, GIS, property, easement and rights of way and utility / infrastructure details to the extent available. It is the Consultant's responsibility to verify the accuracy of information provided.

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- 2.2.2 Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. At critical locations, the Consultant will pothole existing utilities, pipelines, and other infrastructure as necessary to verify location for design and inclusion in the final drawings.
- 2.2.3 Conduct field survey work as necessary to verify and supplement existing topographical data for the Project work. Survey work shall be adequate for preparation of base mapping data as well as any additional mapping data collection, including the LiDAR survey (if needed). The survey work will be conducted at high density and with accuracy capable of supporting 1-foot contours. In addition, aerial photography will be obtained at 1:3600 photo scale to provide 1" = 40' scale mapping and 1-foot contours. LiDAR data together with aerial photography will be used to generate a base map covering the Project work area.
- 2.2.4 Perform land surveying to identify Project site utilities and other features for incorporation into the Project base map as well as support any mapping data collection and validation, including LiDAR. Land surveying will include a GPS survey to establish precise horizontal and vertical coordinates on a local control station. Checkpoints will be surveyed throughout the mapping area to validate existing LiDAR data (if any) and support new LiDAR data collection, if needed. The survey will include horizontal and vertical control stations published by the National Geodetic Survey (NGS) and/or NGS-published Continuously Operating Reference Stations in order to reference the Project to a specified geodetic coordinate system and vertical datum.
- 2.2.5 Base map preparation must conform to Santa Clara Valley Water Standards for GIS Products (Attachment Four to Schedule D, Reference Materials).
- 2.3 Geotechnical Investigations.** Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. Consultant shall prepare a Geotechnical Investigations Work Plan (Draft, Draft Final, and Final), which will describe the goals of the investigations needed, the exploration locations and depths, the access and drilling methods, a site-specific Health and Safety Plan (HASP), and the instrumentation and in-situ testing methods (if needed). The investigation will be designed to provide adequate data for the engineering analyses, the development of the Geotechnical Data Report and the Basis of Design Report.
- 2.3.1 Conduct Geotechnical/Subsurface Investigations as needed for the detailed design and identified in the Geotechnical Investigations Work Plan (Draft, Draft Final, and Final). Consultant is responsible for the proper disposal of spoils generated from the investigations activities and to provide documentation of such disposal actions to Valley Water. Additional Geotechnical Investigations may be approved by Valley Water with justification, to fill in data gaps identified as the detailed design progresses.
- 2.3.2 **Laboratory Testing Program.** Consultant shall develop a material testing

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program to provide all necessary data (index and performance testing) for analysis and design of the Project, for approval by Valley Water and other stakeholders identified by Valley Water PM. The tests will include index, hydraulic conductivity, compaction, consolidation, and strength tests.

2.3.3 **Geotechnical Investigations/Data Report.** Consultant shall develop a Geotechnical Investigation/Data Report (Draft, Draft Final, and Final) which will document the investigations performed and present the data obtained and the results of the field exploration and laboratory testing work completed as well as the results of other investigations previously completed relating to this Project. The report shall also include a summary of the soil and geologic conditions, previous and current investigations and explorations, methodology, materials encountered and the laboratory testing program.

2.3.4 **Geotechnical Design/Baseline Report.** Consultant shall prepare and submit a Geotechnical Design/Baseline Report (Draft, Draft Final, and Final) that provides an analysis, assessment and interpretation of the existing subsurface conditions. The report will also provide appropriate design recommendations for the basis of design, final design and construction. It will also provide information to the contractor and guidance to Valley Water in the management and monitoring of performance during construction. The report shall reference other geotechnical studies previously performed on the Project and other historical studies from the site vicinity. This report may or may not be combined with the Geotechnical Investigation/Data Report if directed by Valley Water.

### **Task 2 - Deliverables**

1. Project Base Map, survey data and drawing, utility Information, etc.
2. Geotechnical Investigation Work Plan (Draft, Draft Final, and Final)
3. Geotechnical Investigation/Data Report (Draft, Draft Final, and Final)
4. Geotechnical Baseline/Design Report (Draft, Draft Final, and Final)
5. Project Hydrology/Hydraulics Model and Report (Draft, Draft Final, and Final)

### **Task 2 - Assumptions**

1. For geotechnical investigation, Consultant shall utilize Underground Service Alert (USA) to mark and clear buried utilities from any proposed boring locations at the Project site and apply for and obtain applicable permits from the local agency (e.g., city/county/Valley Water) having jurisdiction for the boring locations. At completion of each boring installation, Consultant will ensure borings are backfilled with cement grout in accordance with Valley Water requirements, and soil cuttings from the borings will be drummed, analytically tested for waste characterization, and transported off-site for proper disposal.
2. Consultant shall review available Phase 1 Environmental Assessment Report incorporate requirements into the Final design.
3. Consultant shall coordinate with VWPM to obtain access to SVAWPC, City of San Jose

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property, and other Valley Water leased areas..

4. Valley Water shall provide all CAD files including the record drawings of existing facility and drawings referenced / used for the Demo Planning Study Report, as available. It is the Consultant's responsibility to verify accuracy of all information provided.

### **Task 3 – Pilot Facility - Basis for Design**

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

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

**3.2 Basis of Design Report.** Consultant shall prepare a full Basis of Design Report (Draft, Draft Final, and Final) to define the technical requirements and parameters for the Pilot Facility including the fields of civil, geotechnical, structural, hydrologic, hydraulic, mechanical, electrical, controls, instrumentation, maintenance, and others, as appropriate. Draft Final and Final BODR are funded under tasks 5.5 and 6.1.3.

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

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

### **Task 3 - Deliverables**

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1. Design Criteria Memorandum. (Draft, Multiple Drafts maintained online, and Final)
2. Basis of Design Report (Draft, Draft Final under Task 5.5, and Final under Task 6.1.3)

### Task 3 - Assumptions

1. Consultant shall identify and address any constraints, discrepancies, and risks associated with the Valley Water provided Validation Plans and documents and provide recommendations to address potential issues prior to start of detail design.
2. Valley Water shall provide Validation Plans to the successful proposer after issuance of Notice to Proceed.

### Task 4 - Pilot Facility - 30-Percent Design Document Preparation

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

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

4.1.1 The sample drawings shall include an index drawing numbering scheme, file naming labeling, layout, and format.

4.1.2 For specification development, the Consultant shall use Valley Water's Standard Provisions (boilerplate) and Valley Water's Special Provisions format. Consultant shall recommend edits and additions to Valley Water Provisions where appropriate.

4.1.3 Consultant shall submit a recommended format for the Technical provisions, for review and approval by Valley Water.

**4.2 30% Plans, Specification and Cost Estimate.** Consultant shall prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specification shall include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate.

4.2.1 Valley Water has a separate bid proposal package/template for which the

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Consultant shall provide input, as requested by Valley Water. Multiple, intermediate submittals of Special Provision sections to Valley Water are anticipated to reconcile referencing and formatting issues.

- 4.3 Right of Way.** The 30% plans shall also include clear delineation of existing property lines and take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access.
- 4.4 Review Meetings.** Consultant will conduct a 30% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile comments generated during the review. This sub-task is funded pursuant to sub-task 1.3 One-on-One Meetings with Valley Water.
- 4.5 Additional Review Meetings.** Consultant shall identify and attend meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks. This sub-task is funded pursuant to sub-task 1.6.1 Additional Review Meetings.
- 4.6 Project-Specific Sub-Tasks**
- 4.6.1 **Permit Documents.** Consultant shall prepare required plans, drawings, presentations, and other documents for submittal to local agencies to obtain planning level permits, as needed. Consultant shall attend and participate in local agency public meetings as requested by VWPM under Task 1.5.

### **Task 4 – Deliverables**

1. Sample Drawings and Specifications
2. 30% Plans and Specifications,
3. 30% AACE Class 4 Construction Cost Estimate (Preliminary and Final)
4. Planning Permit Plans, Drawings, and Documents (Preliminary and Final)

### **Task 5 – Pilot Facility – 75 Percent Design Document Preparation**

The 75% design set shall reflect the revisions and resolutions required from the comments received for the 30% design set. It shall also incorporate any permit conditions established by regulatory agencies. The level of completeness shall be Complete.

- 5.1 75 % Plans, Specification and Cost Estimate.** Consultant shall prepare and submit 75 % drawings, specifications, and an AACE Class 3/2 construction cost estimate. The submittal shall be a complete drawing and specification set at or near the level of completion for construction. The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 75 % plans and specifications. The submittal shall address the comments in the Design Comment Resolution Document.
- 5.2 Mitigation and Permitting.** Consultant shall identify all applicable mitigation requirements in the certified CEQA document, and incorporate the requirements into the 75% design documents. Consultant shall assist Valley Water in preparing submittals or other

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supporting documents during the permit acquisition process.

- 5.3 Review Meetings.** Consultant will conduct a 75% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3.
- 5.4 Additional Review Meetings.** Consultant shall identify and attend design input meetings, workshops, and consultations with Valley Water as needed to complete the 90% design tasks. This sub-task is funded in sub-task 1.8.1.
- 5.5 Technical Design Document Update.** Consultant shall prepare and/or update the Basis of Design Report, Design Criteria (Technical) Memorandums, analyses, calculations, etc., as identified in previous task.
- 5.6 Draft Bid Items.** Consultant shall update the draft bid items to the 75% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.
- 5.7 Constructability/Sequencing Requirements for the Contractor.** Consultant shall prepare/update a Construction Sequencing Plan and/or Specifications, which will identify key milestone dates to be met during construction, and will include specific provisions for incorporation into the Contractor's plan, as needed.
- 5.8 Water Utility Projects: Commissioning and Training Plans, and Operations and Maintenance Manual.** Consultant shall develop a Commissioning, and Training Plan to prepare Valley Water staff for different operational modes: through the construction milestones, start-up and testing, and through the first year of operation. The plan shall assure the facility can continue to operate through construction and not disrupt the ability to meet its delivery obligations. The Commissioning and Training Plan will assist Valley Water Operations and Maintenance staff complete their primary daily duties of operating the facility and not be dedicated to supporting the Project. When support is needed from Valley Water Operations and Maintenance staff, the Commissioning and Training Plan must include roles and responsibilities and be coordinated with the Valley Water operations and Maintenance Staff prior to finalizing the plan.

### Task 5 - Deliverables

- 1. 75% Plans and Specifications
- 2. AACE Class 2/3 Construction Cost Estimate (Preliminary and Final)
- 3. 75% Design Comment Resolution Document (Preliminary and Final)
- 4. Updated Basis of Design Report, Design Criteria Technical Memorandums, and all supporting

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- analyses and calculations, as identified in this Scope of Services (Draft and Final)
5. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final)
  6. 75% Construction Sequencing Plan and Specification (Draft and Final)
  7. Commissioning and Training Plan and Operations and Maintenance Manual (Draft under Task 5 – 75% Design and Final under Task 6). (Preliminary and Final)

### **Task 6 – Pilot Facility - Final Design Document Preparation**

The 100% Design Set shall be a fully completed, ready to be signed, and sealed set of Plans, Specifications and Cost Estimate that is ready for construction bidding. The 75% design set will be revised, as necessary, to address any remaining permitting agency comments.

**6.1 100% Plans, Specifications, Cost Estimate and Engineering Documents.** Consultant shall prepare and submit 100% Design and Contract Documents (Contract Documents) for Valley Water review, including:

- 6.1.1** Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.
- 6.1.2** 100% Class 1 Engineer's Estimate as defined by AACE.
- 6.1.3** The Final Basis of Design Report with all revisions incorporated.
- 6.1.4** All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.
- 6.1.5** 100% Design Comments Resolution Form.

**6.2 Bid Set.** Prepare and submit Bid Set including:

- 6.2.1** Final plans and specifications (signed and stamped), Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues.

**6.3 Design-to-Construction Phase Transition Report.** Consultant shall prepare Design-to-Construction Phase Transition Report.

### **Task 6 – Deliverables**

1. 100% Plans, Specifications,
2. AACE Class 1 Cost Estimate and Engineering Documents
3. Final Basis of Design Report
4. Engineering Analysis and Calculations
5. 100% Comment Resolution Document
6. Bid Set that includes Final Plans and Specifications (signed and stamped), including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to

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- Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other bid documents
7. Design-to-Construction Phase Transition Report (Draft, Draft Final and Final)

### Task 6 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project specific information for the Special Provisions as requested by VWPM.

### Task 7 – Pilot Facility - Bid and Award Services

Upon Valley Water's request, Consultant shall assist during the bidding process of the Project by:

- 7.1 Bidder's Questions.** Responding to bidders' questions pertaining to the Bid Set within two (2) business days of receipt of Valley Water's written request. Consultant will maintain a log of bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.
- 7.2 Pre-Bid Meeting.** Attending the pre-bid meeting, including a site visit, and assisting with preparation of documents to be distributed at the meeting.
- 7.3 Addenda.** Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:
  - 7.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.
  - 7.3.2 Changes to drawings will be signed and stamped and will be provided within five (5) business days of the written request from Valley Water.
  - 7.3.3 During preparation of each addendum, Consultant shall evaluate any construction schedule and cost impact of the addendum and submit to Valley Water for consideration prior to finalizing addendum.
- 7.4 Conformed Contract Documents.** Preparing a Conformed Set of construction Contract Documents after construction bids are received for use during construction.

### Task 7 - Deliverables

1. Written responses to bidders' questions and associated log
2. Attendance at pre-bid conference, including site visit, and preparation of notes
3. Addenda to bid documents
4. Electronic versions of stamped and signed conformed set of construction Contract

## SCHEDULE D SCOPE OF SERVICES

### Documents

5. Stamped and electronic- or wet-signed conformed set of contract documents (electronic and hard copy) for use during Project construction

### Task 7 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project-specific information for the Special Provisions as requested by VWPM.

### Task 8 – Learning Center - Data Collection and Investigations

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

**8.1 Research and Review of Available Project Documentation.** Consultant will research and review available relevant documents and standards provided by Valley Water.

**8.2 Project Base Map.** Consultant will prepare and submit a Project Base Map, survey data, drawings, utility info, etc. and data as necessary to complete required studies and prepare contract drawings for the Project. Base Map preparation shall include, but not be limited to:

8.2.1 Collect existing survey, topographical, GIS, property, easements and rights of way and utility/infrastructure data as applicable to generation of the Project Base Map for purposes of final design.

8.2.2 Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. At critical locations, the Consultant will pothole existing utilities, pipelines, and other infrastructure as necessary to verify location for design and inclusion in the final drawings.

8.2.3 Conduct field survey work as necessary to verify and supplement existing topographical data for the Project work. Survey work shall be adequate for preparation of base mapping data as well as any additional mapping data collection, including the LiDAR survey (if needed). The survey work will be conducted at high density and with accuracy capable of supporting 1-foot contours. In addition, aerial photography will be obtained at 1:3600 photo scale to provide 1" = 40' scale mapping and 1-foot contours. LiDAR data together with aerial

## SCHEDULE D SCOPE OF SERVICES

photography will be used to generate a base map covering the Project work area.

- 8.2.4 Perform land surveying to identify Project site utilities and other features for incorporation into the Project base map as well as support any mapping data collection and validation, including LiDAR. Land surveying will include a GPS survey to establish precise horizontal and vertical coordinates on a local control station. Checkpoints will be surveyed throughout the mapping area to validate existing LiDAR data (if any) and support new LiDAR data collection, if needed. The survey will include horizontal and vertical control stations published by the National Geodetic Survey (NGS) and/or NGS-published Continuously Operating Reference Stations in order to reference the Project to a specified geodetic coordinate system and vertical datum.
- 8.2.5 Base map preparation must conform to Santa Clara Valley Water Standards for GIS Products (Attachment Four to Schedule D, Reference Materials).

**8.3 Geotechnical Investigations.** Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. Consultant shall prepare a Geotechnical Investigations Work Plan (Draft, Draft Final, and Final), which will describe the goals of the investigations needed, the exploration locations and depths, the access and drilling methods, a site-specific Health and Safety Plan (HASP), and the instrumentation and in-situ testing methods (if needed). The investigation will be designed to provide adequate data for the engineering analyses, the development of the Geotechnical Data Report and the Basis of Design Report.

8.3.1 Conduct Geotechnical/Subsurface Investigations as needed for the detailed design and identified in the Geotechnical Investigations Work Plan (Draft, Draft Final, and Final). Consultant is responsible for the proper disposal of spoils generated from the investigations activities and to provide documentation of such disposal actions to Valley Water. 2.3.2 Additional Geotechnical Investigations may be approved by Valley Water with justification, to fill in data gaps identified as the detailed design progresses.

8.3.2 **Laboratory Testing Program.** Consultant shall develop a material testing program to provide all necessary data (index and performance testing) for analysis and design of the Project, for approval by Valley Water and other stakeholders identified by Valley Water PM. The tests will include index, hydraulic conductivity, compaction, consolidation, and strength tests.

8.3.3 **Geotechnical Investigations/Data Report.** Consultant shall develop a Geotechnical Investigation/Data Report (Draft, Draft Final, and Final) which will document the investigations performed and present the data obtained and the results of the field exploration and laboratory testing work completed as well as the results of other investigations previously completed relating to this Project. The report shall also include a summary of the soil and geologic conditions, previous and current investigations and explorations, methodology, materials encountered and the laboratory testing program.

## **SCHEDULE D SCOPE OF SERVICES**

8.3.4 **Geotechnical Design/Baseline Report.** Consultant shall prepare and submit a Geotechnical Design/Baseline Report (Draft, Draft Final, and Final) that provides an analysis, assessment and interpretation of the existing subsurface conditions. The report will also provide appropriate design recommendations for the basis of design, final design and construction. It will also provide information to the contractor and guidance to Valley Water in the management and monitoring of performance during construction. The report shall reference other geotechnical studies previously performed on the Project and other historical studies from the site vicinity. This report may or may not be combined with the Geotechnical Investigation/Data Report if directed by Valley Water.

### **8.4 Hydrologic/Hydraulic Analyses and Studies (Draft, Draft Final, and Final).**

8.4.1 Consultant shall prepare hydrologic and hydraulic analyses as necessary to characterize/quantify:

- a. Drainage network and patterns of the Project site and vicinity,
- b. Peak flows during the annual, 100-year recurrence interval, and intermediate interval flow events,
- c. Water surface elevations during the annual, 100-year recurrence interval, and intermediate interval flow events, and
- d. In-channel flow velocities during the annual, 100-year recurrence interval, and intermediate interval flow events.

### **Task 8 - Deliverables**

1. Project Base Map, survey data and drawing, utility Information, etc.
2. Geotechnical Investigation Work Plan (Draft, Draft Final, and Final)
3. Geotechnical Investigation/Data Report (Draft, Draft Final, and Final)
4. Geotechnical Baseline/Design Report (Draft, Draft Final, and Final)
5. Project Hydrology/Hydraulics Model and Report (Draft, Draft Final, and Final)

### **Task 8 - Assumptions**

1. For geotechnical investigation, Consultant shall utilize Underground Service Alert (USA) to mark and clear buried utilities from any proposed boring locations at the Project site and apply for and obtain applicable permits from the local agency (e.g., city/county/Valley Water) having jurisdiction for the boring locations. At completion of each boring installation, Consultant will ensure borings are backfilled with cement grout in accordance with Valley Water requirements, and soil cuttings from the borings will be drummed, analytically tested for waste characterization, and transported off-site for proper disposal.
2. Consultant shall review available Phase 1 Environmental Assessment Report and prepare and submit additional Environmental Assessment Report(s) as required to complete the Final design.
3. Consultant shall prepare and submit certified Arborist Report for the Project site, as required

## SCHEDULE D SCOPE OF SERVICES

to comply with City permitting requirements and to complete the Final design.

4. Consultant shall coordinate with VWPM to access SVAWPC, City of San Jose property, and other Valley Water leased areas.
5. Valley Water shall provide all CAD files including the record drawings of existing facility and drawings referenced / used for the Demo Planning Study Report, as available. It is the Consultant's responsibility to verify accuracy of all information provided.

### **Task 9 – Learning Center - Basis for Design**

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

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

**9.2 Basis of Design Report.** Consultant shall prepare a full Basis of Design Report (Draft, Draft Final, and Final) to define the technical requirements and parameters for the Learning Center including the fields of civil, geotechnical, structural, hydrologic, hydraulic, mechanical, electrical, controls, instrumentation, maintenance, and others, as appropriate. Draft Final and Final BODR will be funded by Tasks 12 and 13.

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

9.2.2 The Basis of Design Report is to be updated throughout the design phase, if required. Upon completion of final design, the Basis of Design Report shall be updated to reflect any changes or additions that occurred over the course of the

## SCHEDULE D SCOPE OF SERVICES

design development as detailed in the final design document preparation.

### 9.3 Project-Specific Basis of Design Sub-Tasks

9.3.1 **Stakeholder Plans.** Prepare at least three (3) conceptual architectural plans and renderings for the Learning Center building and site for presentation to Valley Water Board, partner agencies, committees, and/or other stakeholders, as required. Conceptual plans shall include LEED certification options and cost estimates. Development of detail design shall proceed with selected conceptual plan or combination of selected features.

### Task 9 - Deliverables

1. Design Criteria Memorandum. (Draft, Multiple Drafts maintained online, and Draft Final)
2. Basis of Design Report (Draft, Draft Final under Task 12, and Final under Task 13)

### Task 10 – Learning Center - 30-Percent Design Document Preparation

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

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

10.1.1 The sample drawings shall include an index drawing numbering scheme, file naming labeling, layout, and format.

10.1.2 For specification development, the Consultant shall use Valley Water's Standard Provisions (boilerplate) and Valley Water's Special Provisions format. Consultant shall recommend edits and additions to Valley Water Provisions where appropriate.

10.1.3 Consultant shall submit a recommended format for the Technical provisions, for review and approval by Valley Water.

**10.2 30% Plans, Specifications and Cost Estimate.** Consultant shall prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specifications shall include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office

## SCHEDULE D SCOPE OF SERVICES

overhead, other markups, and profit shall be clearly identified in the estimate.

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

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

**10.4 Review Meetings.** Consultant will conduct a 30% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile comments generated during the review. This sub-task is funded pursuant to sub-task 1.3 One-on-One Meetings with Valley Water.

**10.5 Additional Review Meetings.** Consultant shall identify and attend meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks. This sub-task is funded pursuant to sub-task 1.6.1 Additional Review Meetings.

### **10.6 Project-Specific Sub-Tasks**

10.6.1 **Planning Permit Documents.** Consultant shall prepare required plans, drawings, presentations, and other documents for submittal to local agencies to obtain planning level permits, as needed. Consultant shall attend and participate in local agency public meetings as requested by VWPM under Task 1.6

### **Task 10 - Deliverables**

1. Sample Drawings and Specifications
2. 30% Plans and Specifications,
3. 30% AACE Class 4 Construction Cost Estimate (Preliminary and Final)
4. Planning Permit Plans, Drawings, and Documents (Preliminary and Final)

### **Task 11 – Learning Center - 60 Percent Design Document Preparation**

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

**11.1 60% Plans, Specification and Cost Estimate.** Consultant shall prepare and submit 60% drawings, specifications, and an AACE Class 3 construction cost estimate. The drawings, sections, and details must be substantially completed to 60% design level. Cost estimates for the most significant lines of the work breakdown structure shall be “bottom-up” estimates based on assumed productivity, equipment, and labor spreads for the activities.

## SCHEDULE D SCOPE OF SERVICES

The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate. The submittal shall address the review comments in the 30% Design Comment Resolution Document.

- 11.2 Review Meetings.** Consultant will conduct a 60% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3.
- 11.3 Additional Review Meetings.** Consultant shall identify and attend design input meetings, workshops and consultations with Valley Water as needed to complete the 60% design tasks. This sub-task is funded in sub-task 1.8.1.
- 11.4 Draft Bid Items.** Consultant shall prepare draft bid items at the 60% level of design, including a Technical Memorandum that explains the basis for the bid items and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.
- 11.5 Project Completion.** Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone are to be included in the Project specifications.

### **Task 11 - Deliverables**

- 1. 60% Plans, Specifications,
- 2. AACE Class 3 Construction Cost Estimate (Preliminary and Final)
- 3. 30% Design Comment Resolution Document
- 4. Draft Bid Items & Supporting Technical Memorandum

### **Task 12 – Learning Center - 90 Percent Design Document Preparation**

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

- 12.1 90% Plans, Specification and Cost Estimate.** Consultant shall prepare and submit 90% drawings, specifications, and an AACE Class 2 construction cost estimate. The submittal shall be a complete drawing and specification set at or near the level of completion for construction. The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 90% plans and specifications. The submittal shall address the comments in the Design Comment Resolution Document.
- 12.2 Mitigation and Permitting.** Consultant shall identify all applicable mitigation requirements in the certified CEQA document, and incorporate the requirements into the 90% design documents. Consultant shall assist Valley Water in preparing submittals or other supporting documents during the permit acquisition process.

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- 12.3 Review Meetings.** Consultant will conduct a 90% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub-task is funded in sub-task 1.3.
- 12.4 Additional Review Meetings.** Consultant shall identify and attend design input meetings, workshops, and consultations with Valley Water as needed to complete the 90% design tasks. This sub-task is funded in sub-task 1.8.1.
- 12.5 Technical Design Document Update.** Consultant shall prepare and/or update the Basis of Design Report including the Design Criteria, analyses, calculations, etc., as identified in previous task.
- 12.6 Draft Bid Items.** Consultant shall update the draft bid items to the 90% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.
- 12.7 Constructability/Sequencing Requirements for the Contractor.** Consultant shall prepare/update a Construction Sequencing Plan and/or Specifications, which will identify key milestone dates to be met during construction, and will include specific provisions for incorporation into the Contractor's plan, as needed.
- 12.8 Commissioning and Training Plans, and Operations and Maintenance Manual.** Consultant shall develop a Commissioning, and Training Plan to prepare Valley Water staff for different operational modes: through the construction milestones, start-up and testing, and through the first year of operation. The plan shall assure the facility can continue to operate through construction and not disrupt the ability to meet its delivery obligations. The Commissioning and Training Plan will assist Valley Water Operations and Maintenance Staff to staff complete their primary daily duties of operating the facility and not be dedicated to supporting the Project. When support is needed from Valley Water Operations and Maintenance Staff, the Commissioning and Training Plan must include roles and responsibilities and be coordinated with the Valley Water Operations and Maintenance Staff prior to finalizing the plan.

**Task 12 - Deliverables**

1. 90% Plans, and Specifications
2. AACE Class 2 Construction Cost Estimate (Preliminary and Final)
3. 60% Design Comment Resolution Document (Preliminary and Final)
4. Updated Basis of Design Report, Design Criteria Technical Memorandums, and all supporting analyses and calculations, as identified in this Scope of Services (Draft and Final)
5. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final)
6. 90% Construction Sequencing Plan and Specification (Draft and Final)

**SCHEDULE D  
SCOPE OF SERVICES**

7. Commissioning and Training Plan and Operations and Maintenance Manual (Draft and Final). (Preliminary and Final)

**Task 13 – Learning Center - Final Design Document Preparation**

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

**13.1 100% Plans, Specifications, Cost Estimate and Engineering Documents.** Consultant shall prepare and submit 100% Design and Contract Documents (Contract Documents) for Valley Water review, including:

13.1.1 Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.

13.1.2 100% Class 1 Engineer's Estimate as defined by AACE.

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

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

13.1.5 90% Design Comments Resolution Form.

**13.2 Bid Set.** Prepare and submit Bid Set including:

13.2.1 Final plans and specifications (signed and stamped), Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues.

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

**Task 13 - Deliverables**

1. 100% Plans and Specifications,
2. AACE Class 1 Cost Estimate and Engineering Documents (Preliminary and Final)
3. Final Basis of Design Report
4. Engineering Analysis and Calculations
5. 90% Comment Resolution Document
6. Bid Set that includes Final Plans and Specifications (signed and stamped), including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other bid documents
7. Design-to-Construction Phase Transition Report (Draft, Draft Final, and Final)

## SCHEDULE D SCOPE OF SERVICES

### Task 13 - Assumptions

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project-specific information for the Special Provisions as requested by VWPM.

### Task 14 – Learning Center - Bid and Award Services

Upon Valley Water’s request, Consultant shall assist during the bidding process of the Learning Center by:

- 14.1 Bidder’s Questions.** Responding to bidders’ questions pertaining to the Bid Set within two business days of receipt of Valley Water’s written request. Consultant will maintain a log of bidders’ questions and responses, including whether any questions require preparing addenda to the Bid Set.
- 14.2 Pre-Bid Meeting.** Attending the pre-bid meeting, including a site visit, and assisting with preparation of documents to be distributed at the meeting.
- 14.3 Addenda.** Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:
  - 14.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.
  - 14.3.2 Changes to drawings will be signed and stamped and will be provided within five (5) business days of the written request from Valley Water.
  - 14.3.3 During preparation of each addendum, Consultant shall evaluate any construction schedule and cost impact of the addendum and submit to Valley Water for consideration prior to finalizing addendum.
- 14.4 Conformed Contract Documents.** Preparing a Conformed Set of construction Contract Documents after construction bids are received for use during construction.

### Task 14 - Deliverables

1. Written responses to bidders’ questions and associated log
2. Attendance at pre-bid conference, including site visit, and preparation of notes
3. Addenda to bid documents
4. Electronic versions of stamped and signed conformed set of construction Contract Documents
5. Stamped and electronic- or wet-signed conformed set of contract documents (electronic and / or hard copy) for use during Project construction

## **SCHEDULE D SCOPE OF SERVICES**

### **Task 14 - Assumptions**

1. It is assumed the Consultant will be requested to perform all tasks.
2. To be determined on a Task Order basis.
3. Valley Water will provide a set of Standard and Special Provisions to the Consultant to be incorporated into the Bid Set. The Consultant will not modify the Standard Provisions. Consultant shall provide project-specific information for the Special Provisions as requested by VWPM.

### **Task 15 - Supplemental Services**

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

#### **15.1** Specific examples include, but not limited to:

- 15.1.1 Provide engineering design services for extension of McCarthy Lane and new driveway to provide access to the Learning Center from McCarthy Lane.
- 15.1.2 Provide early engineering design services, including early preparation of specifications, drawings, and other documents for Owner procurement of long lead equipment, as directed by Valley Water.
- 15.1.3 Public Outreach Support: Provide technical support related to public outreach, including development of Learning Center exhibit and model designs.
- 15.1.4 Provide assistance in oversight, operations, and monitoring of the Pilot Facility during the pilot testing phase.

**15.2 Additional Services.** Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 14 as Task 15 Supplemental Services, to include but not be limited to:

- 15.2.1 Additional meetings;
- 15.2.2 Additional time allotted for meetings;
- 15.2.3 Additional status/progress reports;
- 15.2.4 Additional phone conference calls;
- 15.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings,

## **SCHEDULE D SCOPE OF SERVICES**

and specifications; and

15.2.6 Additional public outreach visual materials.

### **8. Attachments**

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

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

**SCHEDULE D  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**1. Total Authorized Funding**

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$4,499,917** (Not- to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water’s Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

**2. Cost Breakdown**

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

**COST BREAKDOWN**

Task	Description	Not-to-Exceed Fees
1	Project Management	\$327,872
2	Pilot Facility- Data Collection and Investigation	\$75,318
3	Pilot Facility - Basis of Design	\$166,520
4	Pilot Facility – 30% Design Document Preparation	\$373,319
5	Pilot Facility – 75% Design Document Preparation	\$528,312
6	Pilot Facility – Final Design Document Preparation	\$331,298
7	Pilot Facility – Bid and Award Services	\$61,894
8	Learning Center - Data Collection and Investigation	\$185,528
9	Learning Center - Basis of Design	\$220,831
10	Learning Center – 30% Design Document Preparation	\$411,473
11	Learning Center – 60% Design Document Preparation	\$408,132
12	Learning Center – 90% Design Document Preparation	\$442,653
13	Learning Center – Final Design Document Preparation	\$287,001
14	Learning Center – Bid and Award Services	\$92,765
15	Supplemental Services	\$587,000
<b>Total Not-to-Exceed Fees</b>		<b>\$4,499,917</b>

**3. Terms and Conditions**

**SCHEDULE D  
ATTACHMENT ONE  
FEES AND PAYMENTS**

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

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

**B. Reimbursable Expenses**

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

**SCHEDULE D  
ATTACHMENT ONE  
FEES AND PAYMENTS**

- 4) travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager (VWPM) for a different type of vehicle.
- 5) Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.
- 6) For staff with rates exceeding the rate of \$[RATE LIMIT]/hr, the Consultant must obtain written approval from the Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

**C. Prevailing Wage Requirements**

- 1) The Scope of Services described in Tasks 2 and 8 may be considered by Valley Water to be “Public Works” requiring the payment of prevailing wages. See Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
- 2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water’s Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**SCHEDULE D  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**HOURLY/UNIT RATE TABLE**

CLASSIFICATION	HOURLY/ UNIT RATE
<b>Consultant: AECOM</b>	
<b>Billing Rates for Named Individuals based on Project Classifications</b>	
Project Manager (Vijay Sundaram)	\$336.11
Project Controls Lead (Dominik Nadolski)	\$250.28
Design Manager (Jay Jayakumar)	\$336.11
Senior QA/QC Manager (Gabriel Perigault)	\$336.11
Architecture V (Bill Goryl)	\$236.43
Sustainability Consultant V (Pooja Sannamani)	\$194.96
Sr. Automation Specialist (Nader Rezaei)	\$178.71
<b>Billing Rates by Classification (AECOM)</b>	
CAD Specialist IV	\$183.20
CAD Specialist I	\$78.10
Civil Director	\$341.40
Civil Engineering I	\$113.94
Civil Engineering II	\$137.27
Civil Engineering III	\$160.82
Civil Engineering IV	\$191.65
Civil Engineering V	\$236.19
Civil Engineering VI	\$301.95
Civil Engineering VII	\$336.11
Civil Manager	\$236.90
Civil Sr Manager	\$289.57
Construction Project Manager II	\$150.67
Geologist III	\$152.25
Project Controls Analyst II / Admin / WP	\$119.75
Project Controls Analyst III	\$156.45
Project Controls Manager	\$219.56
Technical Director	\$319.73
Engineering Manager	\$286.98
BIM Lead	\$183.14
Lead Land Surveyor	\$232.39
SH&E Sr Manager	\$208.96
Senior Architect	\$204.98

**SCHEDULE D  
ATTACHMENT ONE  
FEES AND PAYMENTS**

CLASSIFICATION	HOURLY/ UNIT RATE
Senior Geotechnical Engineer	\$209.25
Senior Cost Estimator	\$204.33
Project Designer – Arch	\$154.16
LEED Specialist	\$156.51
<b>Subconsultant: Kennedy Jenks</b>	
Engineer – Scientist – Specialist 9	\$348.45
Engineer – Scientist – Specialist 8	\$328.78
Engineer – Scientist – Specialist 7	\$281.37
Engineer – Scientist – Specialist 6	\$257.86
Engineer – Scientist – Specialist 5	\$214.74
Engineer – Scientist – Specialist 4	\$183.27
Engineer – Scientist – Specialist 3	\$171.38
Engineer – Scientist – Specialist 2	\$138.41
Engineer – Scientist – Specialist 1	\$102.98
CAD Technician	\$134.10
Project Assistant	\$143.67
<b>Subconsultant: Cotton, Shires &amp; Associates, Inc.</b>	
Principal	\$304.67
Supervising	\$253.10
Senior Staff	\$187.48
Staff	\$145.29
<b>Subconsultant: EXARO Technologies Corporation</b>	
Operations Manager	\$223.47
Project Manager	\$239.04
Project Coordinator	\$142.03
Lead Foreman	\$172.14
Foreman	\$151.56
Technician	\$134.13
<b>Subconsultant: HydroScience Engineers, Inc.</b>	
Principal / Civil Lead	\$315.00
Electrical Lead (Engineer VIII)	\$295.00

**SCHEDULE D  
ATTACHMENT ONE  
FEES AND PAYMENTS**

CLASSIFICATION	HOURLY/ UNIT RATE
Electrical / Civil Engineer (Engineer V)	\$255.00
Design Support (Engineer II)	\$215.00
Drafter / BIM / CAD Manager	\$169.00
<b>Subconsultant: M Lee Corporation</b>	
Cost Estimator	\$124.70
Senior Estimator I	\$209.49
Senior Estimator II	\$220.71
Senior MEP Estimator	\$204.50
Lead Estimator I	\$240.66
Chief Estimator	\$249.39
<b>Subconsultant: Merrill Morris Partners</b>	
Principal Landscape Architect	\$281.01
Sr. Associate Landscape Architect III	\$181.10
Landscape Designer V	\$138.10
Landscape Designer IV	\$128.02
Landscape Designer III	\$112.59
<b>Subconsultant: SOHA Structural Engineers</b>	
Project Manager	\$230.00
Sr. Project Engineer	\$173.00
Project Engineer 3	\$162.00
Project Engineer 2	\$152.00
Drafter / BIM Lead	\$152.00
Drafter / BIM	\$123.62
<b>Subconsultant: Weston &amp; Associates</b>	
Senior Principal	\$220.00
Principal	\$210.00
Senior Engineer / Project Manager	\$200.00
Engineer 2	\$175.00
Engineer 1	\$165.00
Senior Designer	\$180.00
Designer 2	\$155.00
Drafter	\$115.00

**SCHEDULE D  
ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION</b>	<b>HOURLY/ UNIT RATE</b>
Senior Administration	\$75.00
Administration / Clerical	\$50.00

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**SCHEDULE D  
ATTACHMENT TWO  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires 30 months after the Effective Date, unless Valley Water, at its sole discretion, extends the term of the Agreement by exercising its two one-year option periods. An extension of the term of this Agreements must be in the form of a written amendment signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

**PROJECT SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Duration From Notice to Proceed (months)</b>
1	Project Management	Duration of Agreement
2	Pilot Facility – Data Collection and Investigations	4
3	Pilot Facility – Basis for Design	4
4	Pilot Facility – 30 Percent Design Document Preparation	6
5	Pilot Facility – 75 Percent Design Document Preparation	8
6	Pilot Facility – Final Design Document Preparation	10
7	Pilot Facility – Bid and Award Services	18
8	Learning Center – Data Collection and Investigations	9
9	Learning Center – Basis for Design	9
10	Learning Center – 30 Percent Design Document	12
11	Learning Center – 60 Percent Design Document	16
12	Learning Center – 90 Percent Design Document	19
13	Learning Center – Final Design Document Preparation	22
14	Learning Center – Bid and Award Services	30
15	Supplemental Services	Duration of Agreement

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

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

<b>Team Member</b>	<b>Classification</b>	<b>Project Role</b>	<b>Contact Information (Address, Phone and Email)</b>
Vijay Sundaram	Project Manager	Project Manager	2020 L St, Sacramento, CA 95811 Ph. 916 846 1796 Email: <a href="mailto:Vijay.Sundaram@aecom.com">Vijay.Sundaram@aecom.com</a>
Dominik Nadolski	Project controls Lead	Project Controls	2020 L St, Sacramento, CA 95811 Ph. 626 710 2989 Email: <a href="mailto:Dominik.Nadolski@aecom.com">Dominik.Nadolski@aecom.com</a>
Jay Jayakumar	Design Manager	Design Manager	999 W Town & Country Rd, Suite 300 Orange, CA 92868 Ph. 562 405 6802 Email: <a href="mailto:Jay.Jayakumar@aecom.com">Jay.Jayakumar@aecom.com</a>
William (Bill) Goryl	Architecture V	Architectural Lead	150 California St San Francisco, CA Ph. 415 908 6104 Email: <a href="mailto:Bill.Goryl@aecom.com">Bill.Goryl@aecom.com</a>
Pooja Sannamani	Sustainability Consultant	LEED Certification	150 California St San Francisco, CA Ph. 714 902 4505 Email: <a href="mailto:pooja.sannamani@aecom.com">pooja.sannamani@aecom.com</a>
Nader Rezai	Sr. Automation Specialist	O&M Manuals, Training Plan	999 W Town & Country Rd, Suite 300 Orange, CA 92868 Ph: 512 999 1720 Email: <a href="mailto:Nader.Rezai@aecom.com">Nader.Rezai@aecom.com</a>

2. The following Subconsultants and Subcontractors are authorized to perform Services pursuant to this Agreement:

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information (Address, Phone and Email)</b>
Kennedy Jenks	Project Management, Pilot Facility Lead, I&C Design Lead, Process Mechanical design	275 Battery St, Suite 550 San Francisco, CA 94111 Contact: Todd Reynolds Ph: (415) 243-2453 Email: <a href="mailto:ToddReynolds@KennedyJenks.com">ToddReynolds@KennedyJenks.com</a>

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

Cotton, Shires & Associates, Inc.	Geotechnical Investigations	646 University Ave Los Gatos, CA 95032 Contact: David Schrier Ph: 408 354 5542 Email: DSchrier@cottonshires.com
Exaro Technologies Corporation	Underground Utility Investigations (Potholing)	1831 Bayshore Highway Burlingame, CA 94010 Contact: Arthur Servin Ph: 559 824 5686 Email: ase@exarotec.com
HydroScience Engineers, Inc.	Civil and Electrical Design for Pilot Facility and Learning Center	741 Allston Way Berkeley, CA 94710 Contact: Curtis Lam Ph: 510 540 7100 Email: clam@hydroscience.com
M Lee Corporation	Cost Estimating for Pilot Facility and Learning Center	601 Montgomery St, Suite 2040, San Francisco, CA 94111 Contact: Emily Liu Ph: 415 693 0236 Email: eliu@mleecorp.com
Merrill Morris Partners	Landscape Architecture Design for Learning Center	155 Filbert St Suite 206 Oakland CA 94607 Contact: John Pottis Ph: 510 277 3400 Email: jpotis@merrill-morris.com
Soha Structural Engineers	Structural Design for Pilot Facility and Learning Center	594 Howard St., Suite 400 San Francisco, CA 94105 Contact: Larry Chambers Ph: 415 989 9900 Email: lchambers@soha.com
Weston & Associates	HVAC and Plumbing Design for Learning Center	601 University Ave, Suite 260 Sacramento, CA 95825 Contact: David Weston Ph: 916 482 0820 Email: dweston@weston-me.com

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**SCHEDULE D  
ATTACHMENT FOUR  
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: <a href="http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf">http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf</a>
3	San Jose Purified Water Project Demonstration Facility Planning Report
4	SVAWPC Site Plans
5	Microsoft Parking Lot Plans
6	Preliminary Geotechnical Design Report – Advanced Water Purification Facility Project North San Jose
7	Preliminary Tree Survey
8	Hazardous Substance Liability Assessment San Jose Purified Water Project Phase 1
9	Valley Water CADD Standards
10	Field and Topographic Survey Data
11	Title report
12	Alviso Master Plan (December 1998)

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