



# STANDARD CONSULTANT AGREEMENT

Terms and Conditions Template (Administrative-General)  
1/1/2024 – 12/31/2024

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and TRUEPOINT SOLUTIONS LLC., a California limited liability partnership (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), 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 Services 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 a Scope of Services.

**3. Licensing – NOT USED**

**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 – NOT USED**

**6. Valley Water Standardization Requirements**

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 that is compatible with Valley Water Microsoft Office software used at the time(s) Valley Water issues a Notice-to-Proceed (NTP) pursuant to this Agreement.

**7. Consultant Key Staff and Subconsultants**

- A. Consultant’s Key Staff and firms subcontracted by the 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 Project Manager (VWPM) or 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. Consultants Subconsultants

1) Valley Water's authorized representatives 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 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.
- D. Consultant warrants that: all work under this Agreement shall be Consultant's original work and none of the services or inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); and Consultant has the full right to allow it to provide Valley Water with the assignments and rights provided for herein.

## **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 or Authorized Representatives) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water's 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.

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## SECTION FOUR

### FEES AND PAYMENTS

#### 1. Total 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 Not-to-Exceed (NTE) Fees] [Total Fixed Not-to-Exceed (NTE) Fees] stated in the Schedule, Attachment, Fees and Payments. Valley Water will make payments to Consultant according to the terms provided for herein and in the Schedule, Fees and Payments. Payments made by Valley Water to 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 fees attributed to that reduced or eliminated task may be allocated 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 Service (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

#### 2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:

- 1) Employee classification and name itemized with all labor charges by Service task,
- 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task,
- 3) 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, the 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 email all invoices to: [APinvoice5750@valleywater.org](mailto:APinvoice5750@valleywater.org)

Valley Water mailing address for invoices, if needed:

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

- F. In addition to ensuring that each invoice is accompanied with a progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:
- 1) Agreement Number;
  - 2) Full Legal Name of Consultant/Firm;
  - 3) Payment remit-to address;

- 4) Invoice Number;
- 5) Invoice Date (the date invoice is emailed);
- 6) Detailed description of services provided, including the “distribution account(s)” for those services; and
- 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, 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’s 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**– NOT USED

4. **Retention** – NOT USED

## 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 Service in accordance with the Project Schedule table (Project Schedule) as stated in 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, District may, at its discretion grant, a reasonable adjustment in the Project Schedule.

#### 5. Changes to the Project Schedule

Valley Water's 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.

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## 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 affected 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.

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

### 4. Survival

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

## SECTION EIGHT

### INDEMNIFICATION

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

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## SECTION NINE

### INSURANCE REQUIREMENTS

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

## SECTION TEN

### OWNERSHIP AND REUSE OF DELIVERABLE

#### 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, though, 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 the computer-generated material will be 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.

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## **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 will belong 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 an 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 setoffs, 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.

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## 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"): - NOT USED

## 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.

#### **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 will be 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:

Chief Financial Officer, as listed in "Section 1. Representatives" of the attached Schedule A-GEN, Scope of Services.

CONSULTANT:

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

## 22. Appendices

The following 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 A-GEN, Scope of Services, and its Attachments, 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

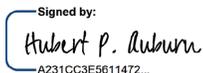
**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

**SANTA CLARA VALLEY WATER DISTRICT**  
Valley Water

By:  \_\_\_\_\_  
Rick L. Callender, Esq.  
Chief Executive Officer

Date: 8/29/2024

**TRUEPOINT SOLUTIONS, LLC**  
Consultant

By:  \_\_\_\_\_  
Hubert P. Auburn  
Chief Executive Officer

Date: 8/21/2024

Consultant's Address:  
3262 Penryn Rd. Suite 100-B  
Loomis, CA 95650

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

- 1. Conflict of Interest for Future Services- NOT USED**
- 2. Dispute Resolution - NOT USED**
- 3. Small Business Enterprise (SBE) Outreach Program Participation - NOT USED**
- 4. Task Order Approvals**
  - A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
  - B. Task Orders are subject to approval by Valley Water's Chief Financial Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.
  - C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. [NOT USED]
  - D. Valley Water Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$ [Authorization Amount]. [NOT USED]
  - E. The total not-to-exceed amount for any one Task Order shall not exceed \$ [NOT-TO-EXCEED AMOUNT]. [NOT USED]

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

NOT USED

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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;
  - 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 fees or at the hourly rates established in Schedule A-GEN, Attachment One, Fees and Payments, of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

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

- 4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A.
- 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]

8. Signatures:

Signature:

\_\_\_\_\_  
 NAME OF CONSULTANT FIRM  
 [PRINT NAME]  
 [PRINT TITLE]

\_\_\_\_\_  
DATE

Signature:

\_\_\_\_\_  
 SANTA CLARA VALLEY WATER DISTRICT  
 [PRINT NAME]  
 [PRINT TITLE]

\_\_\_\_\_  
DATE

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. 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 Four Insurance Requirements.**

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

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

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

If your insurance broker has any questions about the above requirements, please advise him/her to email the 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 [valleywater@ebix.com](mailto:valleywater@ebix.com).

The certificates will:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement No. A5101G / VW No. VW0217**

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

1. Certificate Holder shall be named as Additional Insured;
2. 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 Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Appendix Four Insurance Requirements is canceled or coverage is reduced.**

**Maintenance of Insurance**

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

**Renewal of Insurance**

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

Consultant shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement No. A50101G / VW No. VW0217**

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

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

**Required Coverages**

1. **Commercial General/Business Liability Insurance** with coverage as indicated:  
**\$1,000,000** per occurrence / **\$1,000,000** aggregate limits for bodily injury and property  
Damage General Liability insurance must include:
  - a. Coverage at least as broad as found in standard ISO form CG 00 01.

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

- 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 as indicated:

**\$1,000,000** per claim/ **\$1,000,000** aggregate Professional/Errors and Omission Liability appropriate to the Consultant's profession, and must include:

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

**5. Cyber Liability Insurance**

Cyber liability insurance in the amount of no less than \$2,000,000, designed to provide coverage from failure to protect sensitive information, and failure of network security (including unauthorized access, or unauthorized use of corporate systems, denial of service attacks, transmission of malicious code, or alternation or deletion of customer data).

**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.
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.

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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:** 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**

**CHECKLIST OF DOCUMENTS NEEDED**

|                           |    |   |  |
|---------------------------|----|---|--|
| <b>General 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>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:</b>      | A. | Limits ( <b>\$1,000,000</b> )                               |  |
|                           | B. | Cancellation Endorsement                                    |  |
| <b>Cyber:</b>             | A. | Limits ( <b>\$2,000,000</b> )                               |  |

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**SCHEDULE A-GEN  
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), listed below.

Carmen Narayanan (VWPM)  
Financial Planning & Revenue Manager  
Financial Planning & Management Services Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-3041  
Email: [cnarayanan@valleywater.org](mailto:cnarayanan@valleywater.org)

For formal notices:

Darin Taylor  
Chief Financial Officer  
Financial Planning & Management Services Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-3068  
Email: [dtaylor@valleywater.org](mailto:dtaylor@valleywater.org)

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

Jay Lum  
Senior Project Manager  
TruePoint Solutions, LLC  
3262 Penryn Rd.  
Loomis, CA 95650

Phone: 916-704-9598  
Email: [jlum@truepointsolutions.com](mailto:jlum@truepointsolutions.com)

All Valley Water questions pertaining to this Agreement shall be referred to Consultant's Project Manager. All correspondence to Consultant shall be addressed to the address set forth above.

- C. 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 Consultant's Principal Officer.

Hubert P. Auburn  
Chief Executive Officer  
TruePoint Solutions, LLC

## **SCHEDULE A-GEN SCOPE OF SERVICES**

3262 Penryn Rd. Suite 100-B  
Loomis, CA 95650

Phone: 916-259-1293

Email: [bauburn@truepointsolutions.com](mailto:bauburn@truepointsolutions.com)

### **2. Scope of Services**

- A. This Schedule A-GEN, Scope of Services describes the professional services to be performed by Consultant for the Valley Water's **Utility Billing System Selection & Implementation Project** (Project). The Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional services.

### **3. Project Objectives**

- A. The objectives for this Project include the following:
- 1) Implementation of a cloud-based utility billing system to meet operational business needs of Valley Water while minimizing the need for ongoing internal information technology (IT) maintenance and support.
  - 2) Adaption of best business practices (i.e., encourage streamlining and automation of standard business transactions, enhanced processing, and online capabilities). The Workflows, Users, and Integrations as listed in the RFP and added as reference in Attachment Four, Reference Documents.
  - 3) Robust reporting and analytics.
  - 4) Ability to process payments online or integrate to our existing online payment processing application (US Bank) through the latest standard Application Programming Interface (API's).
  - 5) Integrations and interactions with existing internal Valley Water applications and databases; including but not limited to Infor and other systems utilizing Oracle Databases and Oracle's Application Express.
  - 6) Data security according to industry standards.
  - 7) Delivery of on-site and remote support during implementation and ongoing operation to ensure user acceptance of the system and receipt of the full benefits a new system has to offer.
  - 8) Identification and delivery of effective comprehensive user training as requested by Valley Water.
  - 9) Delivery of a user-friendly interface.
  - 10) Minimized customizations through the adoption of best business practices provided by a Commercial-Off-the Shelf (COTS) solution.

### **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.

## SCHEDULE A-GEN SCOPE OF SERVICES

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).

### 5. Assumptions and Requirements

#### A. General Assumptions and Requirements

- 1) **Manage Scope of services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to Consultant. The comments provided by Valley Water staff during the workshops will be documented by Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. If requested, Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide 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 is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by Valley Water.

## **SCHEDULE A-GEN SCOPE OF SERVICES**

- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

### **B. Project-Specific Assumptions and Requirements – NOT USED**

#### **6. Scope of Services**

##### **Task 1 - Project Management**

- 1.2 The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the fees limit stated Attachment One, Fees and Payments, and in accordance with Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant and meet Valley Water and Project requirements.
- 1.3 Project work plan. Consultant will prepare a Project Work Plan in accordance with this Scope of Services.
- 1.4 The Project Work Plan shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external). The project work plan shall be a deliverable of the business analysis.
- 1.5 Project Schedule. Project schedule will identify Milestones and estimated timeframe for milestone completion.

##### **Task 1 - Deliverables**

1. Detailed Project Plan: Document should include, but not be limited to, the following sections:
- a) Scope Management
  - b) Requirements Management
  - c) Schedule Management [considerations for VW busy periods-include this in Resource Matrix allocations]
  - d) Financial Management
  - e) Quality Management
  - f) Resource Management [considerations for VW busy periods-include this in Resource Matrix allocations]

## **SCHEDULE A-GEN SCOPE OF SERVICES**

- g) Stakeholder management
  - h) Communications Management
  - i) Project Change Management
  - j) Risk Management
  - k) Procurement Management
  - l) Project Management Framework (Document should explain approach to the following project elements: Initiation, Planning, Execution, Control, and Closure)
  - m) Communication Plan (Document should include the following key elements: a brief background for the communication plan, stakeholder analysis, clearly stated objectives, the strategy for going about communicating, potential issues and risks, and budget)
2. Conduct Bi-Weekly Status Call and Minutes or at intervals, as needed.
  3. Prepare and submit Monthly Project Reports that includes the items agreed upon during the project planning phase.
  4. Conversion Plan & Scope

### **Task 1 - Assumptions**

1. Valley Water's Project Manager will assist in the coordination of key personnel for review meetings and status calls and will request that the appropriate project stakeholders, IT, representatives, and subject matter experts (SMEs) attend the kick-off meetings.
2. Valley Water will assign a Project Manager to this project that is knowledgeable of the nuances of a software implementation project and Valley Water's business requirements and has general decision-making authority to ensure timely resolution of issues that could impact the project schedule.
3. Valley Water will provide the legacy system data in a consumable format (.xls, .csv, .bak) in advance of the Kickoff & Business Analysis meetings. Valley Water and TruePoint Solutions will review and define the data elements and historical data to be converted.

### **Task 2 - Discovery Workshop, Core Team Training, and Business Analysis**

- 2.1** The purpose of this task is for the Consultant's implementation staff will lead discovery workshops utilizing both on-site and virtual meetings to gather information about the processes and data required to implement the new billing system. Consultant's Project Manager will coordinate with Valley Water to ensure that the appropriate SME's are available for specific sessions relevant to their area of expertise.
- 2.2** During these sessions, Consultant's staff will provide an overview of the TruePoint platform to introduce staff to system concepts and terminology. Consultant's staff will also provide guidance on best practices and potential modifications to processes to increase efficiency. During these workshops, Consultant will also validate rules and mapping of data elements from the legacy system to the new billing system to ensure

## SCHEDULE A-GEN SCOPE OF SERVICES

the accuracy of the data conversion and document these processes as part of the analysis.

- 2.3** Prior to the discovery workshops, Consultant will request a copy / export of Valley Water's legacy data so that the implementation team can start to analyze the data ahead of the meetings and come to them with questions and assumptions to validate. The consultant will develop a data conversion mapping document where mapping rules and business logic will be defined, reviewed with Valley Water, and provided to the data conversion specialist.
- 2.4 Core team training and Orientation.** Provide core team training and Orientation to "New Utility Billing Solution" designed to foster understanding prior to the undertaking of a business analysis. The goal of this demonstration-only training will be to introduce participants to the solution terminology, functionality and configuration settings that will be discussed during the requirements and configuration workshops. This training will provide the Core Team with the knowledge they need to make informed decisions during the requirements and configuration workshops.
- 2.5 Business Process Discovery Workshops.** The Consultant will facilitate in person workshops with key stakeholders and SMEs from Valley Water to review the existing business processes and how these processes will be enhanced using "New Revenue Collection SW." The focus of the workshops will be on the processes that are pertinent to "New Revenue Collection SW" and other required applications for successful integration. The group will review complete business process and data flow life cycles during these workshops.
- 2.6 Business Process Documentation.** Following the Business Process Workshops, Consultant will document the business processes using workflow diagrams and associated text documents.
- 2.7 Data Migration Workshops.** Consultant will facilitate data migration workshops with Valley Water to analyze the data sources and storage. During the workshops, Valley Water will identify what information needs to be accessible in "New Solution" and Consultant will provide live examples of possible 'storage locations' within the software interfaces. The requirements for data migration will be documented by Consultant and reviewed with Valley Water prior to finalization and acceptance. This data migration requirements specification will document at a high-level what data needs to be migrated and where it will go in "new solution." Detailed field mappings will be documented during the implementation phase of the project.

### Task 2 - Deliverables

1. Consultant will deliver a lecture style Core Team Training and Orientation to "new solution"
2. Consultant will conduct the Business Process Discovery Workshops
3. Consultant will deliver Business Process documentation
4. Consultant will conduct the Data Migration Workshop
5. Consultant will deliver Data Migration Requirements documentation

## **SCHEDULE A-GEN SCOPE OF SERVICES**

### **Task 2 - Assumptions**

1. Valley Water will assist in coordination of key personnel's attendance at the Core Team Training and workshops.
2. Valley Water will be responsible for reviewing and providing input to the draft reports.
3. Valley Water will be responsible for reviewing and providing input to the final reports.
4. Valley Water will provide legacy data so that the Consultant's implementation team can start to analyze the data ahead of the meetings and come to them with questions and assumptions to validate.

### **Task 3 - Integration Requirements and Environment Planning, System Design and Implementation; Preliminary Data Migration; Transform and Load Conversion (Virtual)**

- 3.1 The purpose of this task is to identify integration points, plan system and create system architecture, provide an implementation plan, implement, and configure the "new utility billing solution." Consultant will coordinate with Valley Water to plan integration workshops, prioritize integration work, and develop integration design documents for review and approval to ensure that requirements are captured accurately. Consultant will rely on Valley Water to coordinate these workshops with any 3rd party vendors that we will be integrating with. The integration workshops will include a discussion of business requirements as well as technical requirements.
- 3.2 Consultant's preferred method of integration is through our standard Gateway API as this provides the most secure method of real-time data transfer.
- 3.3 Throughout the course of the workshops and analysis, Consultant will be using the information obtained in discovery to start configuring the system, documenting the conversion mapping, and creating the data conversion scripts. In our experience, it is most helpful to our customers to show them configured processes and walk through business scenarios to validate our understanding and the earlier we can do this, the better. The data migration is an iterative process that requires frequent refreshes of the legacy data from Valley Water and extensive testing to ensure the accuracy of the data. Consultant has developed scripts that help us validate the legacy data against the data that is converted into the new system to identify issues, additional conversion logic, or even data issues that need to be corrected.
- 3.4 After the initial configuration and data conversion are completed, Consultant will install the software and data conversion in the training/test environment and configure access for Valley Water core team members. At this point, Consultant would schedule hands-on training for the core team members where they will learn to navigate the system and execute scenarios to validate configurations and processes.
- 3.5 Throughout the project, the Consultant's Project Manager will be developing and updating the Implementation Plan which will be available to designated Valley Water staff for review. Changes and updates will also be discussed in bi-weekly status meetings and documented in status reports.

**SCHEDULE A-GEN  
SCOPE OF SERVICES**

**3.6 Integration Workshop**

3.6.1 Consultant will facilitate integration workshops to discuss the integration points that were identified in the RFP and supporting documentation. Specifically, the following will be reviewed with Valley Water:

- A. Oracle Databases: Currently several Oracle Databases receives files from MuniBilling to update information in the database.
  - o Water Supply Planning Database (WSPDB)
  - o Treated Water Revenue (WRENDDB)
- B. Infor ERP: Integration between Infor and “new solution” will be discussed with Valley Water.

3.6.2 For each interface above, the desired functionality to be achieved via integration will be reviewed and the possible integration mechanisms (e.g. API’s) will be researched. Following the workshops Consultant will document the high-level scope and benefits of the integrations, determine level of complexity estimates (e.g. low, medium, high) and then work with Valley Water to prioritize the integrations for future implementation.

**3.7 Environmental Workshop**

3.7.1 The entire solution is made up of the following components:

- A. “New Solutions” online servers
- B. End user PC’s laptops and mobile devices
- C. Cloud or local services for integrated systems (e.g., Infor ERP, Oracle databases, and Oracle Application Express)

**3.8 Implementation Plan**

3.8.1 Consultant will utilize the reports created in Task 2, Discovery Workshop, Core Team Training, and Business Analysis to provide Valley Water with an implementation strategy and plan. Consultant will discuss in detail how the approach will affect the business processes, integrations, data migrations, and other needs discovered during the workshops.

3.8.2 After discussing the implementation plan with Valley Water, Consultant will deliver Recommendation to Valley Water for review. Consultant will then edit and return final plan to Valley Water.

**Task 3 - Deliverables**

1. Implementation Plan.

## **SCHEDULE A-GEN SCOPE OF SERVICES**

### **3.9 Implementation, Configuration and Integration**

- 3.9.1 **Base Software Configuration.** Consultant will configure Valley Water's base "new solution" instance. This will involve configuration of Domains, Organizations, User Groups, Users, Case Templates, and the other base configuration elements required for "new solution."
- 3.9.2 **Data Migration.** Using the Data Migration document produced during Task Series 2, Consultant will work with Valley Water to document the detailed mapping of MuniBilling fields to "new solution" fields and record that in a Data Migration Specification.
- 3.9.3 This detailed mapping is not possible until the case types have been implemented, hence it is not done during the previous Task 2, Discovery Workshop, Core Team Training, and Business Analysis activities.
- 3.9.4 Consultant will use the Data Migration Specifications document to develop data migration scripts and/or routines to move the legacy work event data to new utility billing solution. Consultant will perform data migration testing and perform QA/QC checks on the data as outlined in the migration specification. Consultant will incorporate the test scenarios identified in the Specification during development so that reiterative testing cycles are performed during development to ensure migrated data is usable and supportive of the business process.
- 3.9.5 Once the Data Migration has been completed and Consultant has completed all Internal Acceptance Testing (IAT) the approved "New Solution" Database will be delivered to Valley Water for User Acceptance Testing (UAT).
- 3.9.6 Integration with applications within Oracle Express and other applications accessed throughout Valley Water.

### **Task 3 - Deliverables**

- 1. Consultant will conduct the Integration Workshop
- 2. Consultant will deliver Integration Prioritization Report
- 3. Consultant will conduct the Environmental Workshop
- 4. Consultant will deliver Environment Specification
- 5. Consultant shall prepare a draft Implementation Plan and submit for review to Valley Water
- 6. Valley Water shall review and submit edits to Consultant
- 7. Consultant shall prepare the final report and submit to Valley Water
- 8. Configured system in the Valley Water test environment
- 9. Configuration of initial case type
- 10. Configuration of remaining case types

## **SCHEDULE A-GEN SCOPE OF SERVICES**

11. Online system reviews of configured cases
12. Report development
13. All identified current/historic data from existing systems identified for migration is transferred to the new system
14. Consultant will work with Valley Water to ensure the ability to read/write/sync “new solution” and other specified application data into the current Oracle Database tables described above and as outlined in the design specifications
15. Consultant to work with Valley Water to test this integration and make sure it is in production for “Go-Live.”

### **Task 3 - Assumptions**

1. Valley Water will assist in coordination of key personnel’s attendance at the Core Team Training and workshops.
2. Valley Water will be responsible for reviewing and providing input to the draft reports.
3. Valley Water will be responsible for reviewing and providing input to the final reports.
4. Valley Water will participate in all configuration review tasks and all data migration review and testing tasks.
5. Valley Water will be responsible for reading and mapping the data for integration.

### **Task 4 - Functional and Technical Testing (Virtual)**

- 4.1** Consultant will develop and execute a test plan to ensure thorough application, integration, quality assurance, user acceptance testing, and any other obligation(s) associated with the New Revenue Collection Software Project.
- 4.2** **Test Plan Document.** The testing processes and procedures used in this project will confirm that the deployed system meets the approved requirements. A test plan will drive the overall testing procedures that will be followed for each of the specific components being tested (Business Processes, Configuration, Data Migration, Customizations, Integrations, and Reports). The testing approach will include unit testing and component testing carried out during each individual task, followed by system-wide user acceptance testing carried out when all components are completed.
- 4.3** A test plan will be developed that meets the project requirements. This plan will contain those components necessary to fully evaluate the system as ready for production deployment. The plan content will include the following:
  - a) Testing goals
  - b) Testing team members and roles
  - c) Testing schedule and process

## SCHEDULE A-GEN SCOPE OF SERVICES

- d) Testing procedures
  - e) Defect reporting and tracking procedures.
  - f) Acceptance testing approval/sign-off forms
- 4.4** Consultant will develop test cases in collaboration with Valley Water during the configuration/design task for each component. These test cases will describe the step-by-step testing process including the test data that will be used, the steps users and individual components will perform, and the expected results of each test.
- 4.5 System and Functionality Testing.** System Testing tests the entire product or section of a product while Functional Testing only tests a single feature within a section of a product. Consultant will conduct system and functional testing prior to delivery of any component to the Valley Water. This includes Business Processes, Configuration, Data Migration, Customizations (if applicable), Integrations (if applicable), and Reports.
- 4.6 Integration Testing.** If interfaces are developed for this project, the Consultant team will work with the Valley Water to perform these tests. Valley Water will be responsible for testing steps that originate or terminate in the third-party system to which “new solution” is integrated. The interface will be run through the test cases identified in the test plan and defects rectified prior to passing this test gate.
- 4.7 User Acceptance Testing.** “New Solution” will be initially deployed to a small group of core users. These core users will provide the in-house acceptance testing for the configured system and may serve as in-house ‘trainers’ for other users. These users will operate and test the software components being prepared for deployment during each release of the project. The user acceptance testing process is comprised of repeated testing iterations where the system is tested, issues are documented, and changes are made. This repeated process gives the testing team enough time to evaluate the system and remedy issues that would cause roadblocks during deployment and adoption.

### Task 4 - Deliverables

1. Test Plan Document
2. Application testing completed and signed off
3. Performance (load) testing completed and signed off
4. Integration and interface testing completed and signed off
5. Essential reports and query testing completed and signed off

### Task 4 - Assumptions

1. Valley Water’s Project Manager staff participation in testing the system.
2. Valley Water will contribute to, review, and approve the test plan.
3. Valley Water will lead and perform the integration testing.

**SCHEDULE A-GEN  
SCOPE OF SERVICES**

4. Valley water will lead and perform the user acceptance testing.

**Task 5 - Functional and Technical Training (Virtual/In Person)**

**5.1** Consultant will Develop and execute a training plan that prepares Valley Water’s technical staff and end users to meet technical support and operational use requirements for the Financial Planning and Revenue Collection Unit. Training responsibilities include preparing relevant training documentation and conducting onsite or remote training of technical staff and end users on application changes and functional use to support Valley Water’s needs that will respond to and address each program area. Trainings shall be recorded and shared with Valley Water.

**5.2 Training Preparation.** Prior to providing training Consultant will create Valley Water specific training materials that are designed directly for Valley Water’s business processes and environment. Consultant will provide this documentation for the training. Consultant will work with Valley Water to prepare the training environment.

**5.3 Training for Core Test Team.** Prior to User Acceptance Testing Consultant will train the Valley Water team that will be responsible for performing User Acceptance Testing.

**5.4 Go Live Training for “New Solution” Technical Staff and Administrators.** Consultant will provide a system administrator’s guide for the new utility billing solution. This will be delivered to Valley Water in addition to the complete set of “new solution” manuals. Consultant will then provide the following:

A. New Utility Solution System Administration – This course is intended for the staff that will manage the configured software. It will cover system and database administration issues such as software installation, user accounts, security, code table creation, case templates, fees, violations, and resource creation.

**5.5 Go Live Training for “New Solution” End Users.** Consultant will provide an end-user training guide. These will be delivered to Valley Water in addition to the complete set of manuals. Consultant will then provide the following training sessions as determined in the RFP for end-users.

**Task 5 - Deliverables**

1. Training Plan Document
2. Training materials
3. Training for Core Test Team
4. Go Live Training for Administration Team
5. Go Live Training for End Users

**Task 5 - Assumptions**

1. Valley Water’s Project Manager (VWPM) will coordinate training participants and training facility.

## **SCHEDULE A-GEN SCOPE OF SERVICES**

2. Valley Water will provide training rooms, computers and software required for the above training courses.
3. Valley Water administration staff will take the following courses provided by Consultant:
  - a. Training for End User
  - b. Training for Administration: Case Types and Templates
4. Training for configuration
  - a. Solution Training Guide and Access to Recorded Training: Utility Billing solution provides online guides and training videos via the Client Success Center.

### **Task 6 - Cut-Over, Transition, and Go-Live**

Consultant will develop and execute a transition plan to facilitate the operational cut-over from the current system to the new solution.

- 6.1 Cutover Plan.** Consultant will work with Valley Water to develop a comprehensive cutover plan. This plan will list each step that must be taken to move the solution from the test environment to the production environment. Individual steps with responsibilities and timing will be documented.
- 6.2 Final Data Migration.** The data will be migrated to the production database using the migration scripts and tools approved by Valley Water in Task 3, Integration Requirements and Environment Planning, System Design and Implementation; Preliminary Data Migration; Transform and Load Conversion.
- 6.3 Production Deployment.** Consultant will work with Valley Water to deploy the new solution to the production environment, per the steps detailed in the cutover plan.

### **Task 6 - Deliverables**

1. Cut over "Go Live" Plan Document completed and signed off by Valley Water's Project Manager
2. Cut over "Go Live" execution
3. Final data migration which will be approved by Valley Water's Project Manager
4. Deployed Production solution

### **Task 6 - Assumptions**

1. Valley Water will provide Consultant the appropriate level of access to computers.
2. Valley Water will coordinate departmental participation for the production deployment.
3. Valley Water will be responsible for all updates to the integrated applications.

## **SCHEDULE A-GEN SCOPE OF SERVICES**

### **Task 7 - Post Go-Live Technical Support Services and Project Closing**

Consultant will provide a minimum of Post-Go-Live support for delivered system, configuration, reports, data migration, and customization work for a period of nine (9) months. This would include facilitating addressing migration and configuration defects missed in User Acceptance Testing, answering user questions, and general support. In this phase, enhancements would not be considered, unless agreed upon by the Consultant and Valley Water.

- 7.1 End User Coaching.** Immediately following production deployment Consultant staff will provide end user coaching. This will ensure that end user concerns are met immediately and there is a smooth transition to production use of the new solution.
- 7.2 Remote Support.** Once the system has been rolled out and is being used, Consultant will provide remote implementation support to address configuration, implementation, or software installation matters that may arise. This support will be provided via phone, email, web meetings and conference calls.

### **Task 7 - Deliverables**

1. Support ticket process
2. Provide satisfactory answers, resolutions of identified defects, and general support
3. End user coaching as needed (estimated time to be determined)
4. Provide remote support (estimated time to be determined)

### **Task 7 - Assumptions**

1. Valley Water will provide first line support to end users.

### **Task 8 - 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 32. Task Orders, and Appendix One, Task Order Template.

- 8.1** Specific examples include:
- 8.1.1 Custom report generation;
  - 8.1.2 Development of new data importing and decoding, etc.;
  - 8.1.3 Integrations with other systems; and
  - 8.1.4 Analysis and Configuration of Business Processes.

**SCHEDULE A-GEN  
SCOPE OF SERVICES**

**8.2 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 Task 1 through 7 as Task 8, Supplemental Services, to include but not be limited to:

- 8.2.1 Additional meetings;
- 8.2.2 Additional time allotted for meetings;
- 8.2.3 Additional status/progress reports;
- 8.2.4 Additional phone conference calls;
- 8.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and
- 8.2.6 Additional public outreach visual materials.

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**SCHEDULE A-GEN  
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 **\$452,525.00** (Not-to-Exceed or NTE). Under no conditions will the total compensation to Consultant exceed NTE Fee 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 compensation of this Agreement consists of the following task fee breakdown. No Services will be performed or fees paid by Valley Water to Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

**COST BREAKDOWN**

| <b>Task</b>                     | <b>Description</b>   | <b>Not-to-Exceed Fees</b> |
|---------------------------------|--|---------------------------|
| 1                               | Project Management   | \$29,600.00               |
| 2                               | Discovery Workshop, Core Team Training, and Business Analysis  | \$33,350.00               |
| 3                               | Integration Requirements and Environment Planning, System Design and Implementation; Preliminary Data Migration; Transform and Load Conversion | \$207,200.00              |
| 4                               | Functional and Technical Testing   | \$37,000.00               |
| 5                               | Functional and Technical Training  | \$44,500.00               |
| 6                               | Cut-Over, Transition, and Go-Live  | \$40,750.00               |
| 7                               | Post Go-Live Technical Support Services and Project Closing (9 Months)   | \$0.00                    |
| 8                               | Supplemental Services  | \$60,125.00               |
| <b>Total Not-to-Exceed Fees</b> |  | <b>\$452,525.00</b>       |

**SCHEDULE A-GEN  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**3. Terms and Conditions**

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

- 1) Valley Water will pay for Services provided by 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.

B. **Reimbursable Expenses** – NOT USED

C. **Prevailing Wage Requirements** – NOT USED

**HOURLY/UNIT RATE TABLE**

| CLASSIFICATION/STAFF                   | HOURLY/UNIT RATE |
|--|------------------|
| <b>Consultant: TruePoint Solutions</b> |                  |
| Project Manager                        | \$185            |
| Technical Lead                         | \$185            |
| Data Conversion Specialist             | \$185            |
| Implementation Consultant              | \$185            |
| IT Manager                             | \$185            |
| Project Director                       | \$185            |

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**SCHEDULE A-GEN  
ATTACHMENT TWO  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires October 31, 2026, after the Effective Date, unless, prior to its expiration, its term is modified by a written amendment hereto 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           | Discovery Workshop, Core Team Training, and Business Analysis   | August 2024 – September 2024                    |
| 3           | Integration Requirements and Environment Planning, System Design, and Implementation; Preliminary Data Migration; Transform and Load Conversion | September 2024 – December 2025                  |
| 4           | Functional and Technical Testing  | January 2025 – December 2025                    |
| 5           | Functional and Technical Training   | December 2024 – October 2025                    |
| 6           | Cut-Over, Transition, and Go-Live   | December 2025 – January 2026                    |
| 7           | Post Go-Live Technical Support Services and Project Closing (9 Months)  | February 2026 – October 2026                    |
| 8           | Supplemental Services   | Duration of Agreement                           |

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**SCHEDULE A-GEN  
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</b>   |
|--------------------|----------------------------|----------------------------|--|
| Jay Lum            | Project Manager            | Project Manager            | 3262 Penryn Road<br>Loomis, CA 95650<br><a href="mailto:jlum@truepointsolutions.com">jlum@truepointsolutions.com</a><br>(916) 704-9598             |
| Peter Hunt         | Technical Lead             | Technical Lead             | 3262 Penryn Road<br>Loomis, CA 95650<br><a href="mailto:phunt@truepointsolutions.com">phunt@truepointsolutions.com</a><br>(916) 259-1293           |
| Drew Raab          | Data Conversion Specialist | Data Conversion Specialist | 3262 Penryn Road<br>Loomis, CA 95650<br><a href="mailto:draab@truepointsolutions.com">draab@truepointsolutions.com</a><br>(916) 259-1293           |
| Don Hunsinger      | Implementation Consultant  | Implementation Consultant  | 3262 Penryn Road<br>Loomis, CA 95650<br><a href="mailto:dhunsinger@truepointsolutions.com">dhunsinger@truepointsolutions.com</a><br>(916) 259-1293 |
| Kevin Lachance     | IT Manager                 | IT Manager                 | 3262 Penryn Road<br>Loomis, CA 95650<br><a href="mailto:klachance@truepointsolutions.com">klachance@truepointsolutions.com</a><br>(916) 259-1293   |
| Robert Strouse     | Project Director           | Project Director           | 3262 Penryn Road<br>Loomis, CA 95650<br><a href="mailto:rstrouse@truepointsolutions.com">rstrouse@truepointsolutions.com</a><br>(916) 397-1965     |

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**SCHEDULE A-GEN  
ATTACHMENT FOUR  
REFERENCE DOCUMENTS**

| <b>Ref No.</b> | <b>Description</b>  |
|----------------|---|
| 1              | Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) (FC 1650) |
| 2              | TruePoint Solutions Response to Technical Requirements                                    |
| 3              | True Point Solutions Response to Web Content Accessibility Guidelines                     |
| 4              | Updated Data Migration Listing  |
| 5              | Workflows, Users, and Integrations (RFP Exhibits)   |
| 6              | Resource Matrix   |

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