



STANDARD CONSULTANT AGREEMENT

Terms and Conditions Template (Capital)

5/1/2024 – 12/31/2025

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and BLACK & VEATCH CORPORATION, a Delaware corporation (Consultant), individually the Party or collectively the Parties.

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

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

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

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

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2. Consultant Controlled Areas

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

3. Licensing

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

4. Valley Water's Approval of Deliverables

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

5. Errors and Omissions

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

6. Valley Water Standardization Requirements

- A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water

reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by Consultant.

7. Consultant's Key Staff and Subconsultants

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

8. Compliance with All Laws

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

9. Occupational Safety and Health

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

10. Consultant as Independent Contractor

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

11. Standard of Care

- A. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.
- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8. Compliance with All Laws.
- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8. Compliance with All Laws.

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

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

2. Review of Deliverables

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

- E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.
- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by Valley Water, will not result in additional costs or expenses to Valley Water.

3. Access to Valley Water Facilities

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

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to Consultant according to the terms provided for herein and in the Schedule, Attachment One, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, and reimbursable expenses, incurred by the Consultant to perform the Services.
- B. Upon the written approval of Valley Water Deputy Operating Officer, unless delegated to an Assistant Operating Officer and/or Unit Manager 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, unless delegated to an Assistant Operating Officer and/or Unit Manager referenced herein, the Scope of Services described in a task may be reduced, revised, or deleted. If the Scope of Services of a task is reduced or deleted, the portion of the funds attributed to that reduced or eliminated task may be reallocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.

- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current Internal Revenue Services (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

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

- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.

1) The monthly progress report shall include:

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

- E. Consultant shall submit all invoices through Projectmates or other document control system designated by Valley Water. All inquiries regarding Projectmates must be directed to Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org).
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:
 - 1) Agreement number;
 - 2) Consultant Invoice number in the following format: Agreement Number followed by a three-digit consecutive numbering sequence and separated by a period. For example, A1234A.001, A1234A.002, etc.
 - 3) Full legal name of Consultant/Firm;
 - 4) Payment remit-to address;
 - 5) Invoice date (the date invoice is emailed);
 - 6) Detailed description of Services provided, including the "distribution account(s)" for those Services;
 - 7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and
 - 8) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.
- H. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.
- I. Invoice Disputes
 - 1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant's submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item.

- 2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the dispute pursuant to the Standard Consultant Agreement, Appendix Two, Dispute Resolution.
- J. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.
- K. Consultant shall ensure that its personnel performing Services pursuant to this Agreement document their time doing so.

3. Prevailing Wages

- A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
- B. Labor Code §1720 provides as follows:

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

 - (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."
- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

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- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, in electronic or hard copy format, at Valley Water's discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.
- G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

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

4. Retention

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

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

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

2. Project Schedule Table

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

3. Monitoring of Project Schedule

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

4. Project Delays

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

5. Changes to the Project Schedule

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

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

2. Valley Water Rights

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

3. Consultant's Compensation upon Termination or Suspension

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

- A. Direct Labor: Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination;
- B. Other Direct Costs and Expenses: Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination; and

- C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.

4. Survival

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

All deliverables and other materials prepared by Consultant, including computer programs and media developed by the Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following payment in full to

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

2. Reuse of Instruments of Service

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

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

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

6. Copyright Claims

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and

regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

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

3. No Assignment

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

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

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

9. Choice of Law and Venue

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

10. Confidentiality

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

11. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized Valley Water personnel. Consultant will not release any information pertinent to the Project for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from Valley Water. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to Valley Water. Consultant will not communicate with the media regarding any such matter.

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.

- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
- 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; or
 - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement;
 - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a need to correct or change disclosure information;
 - 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during the annual filing season, as determined by Valley Water;
 - 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:
 - a. Upon termination of this Agreement; or
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code);
 - 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code §81000 et. seq. and §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on

written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to Valley Water;

- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

- A. Some tasks and Services may be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard Consultant Agreement, Appendix Three, Task Order Template). The proposed Task must identify the following:
 - 1) Description of the Services, including deliverables;
 - 2) The total Not-to-Exceed Fees for Consultant to complete the Services, including estimated number of hours per assigned staff to complete the Services;
 - 3) Proposed staff that will be assigned to complete the Services, including resumes if not previously provided to Valley Water's Project Manager;
 - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - 5) Schedule for completing the Services; and
 - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.
- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard Consultant Agreement, Appendix One, Additional Legal Terms, and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.

- D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be “Public Works” requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.

14. Good Neighbor

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

15. Governmental Permits and Notifications

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

16. Taxes and Benefits

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

17. Nonwaiver of Rights

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

18. No Third-Party Beneficiaries

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

19. Severability

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

purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

20. Debt Limitation

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

21. Notices

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

VALLEY WATER:

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

CONSULTANT:

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

22. Appendices

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

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

23. Schedule(s) and Attachments

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

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

(SIGNATURES FOLLOW ON NEXT PAGE)

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

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Nai Hsueh
Chair, Board of Directors

Date: _____

ATTEST:

Michele L. King, CMC
Clerk, Board of Directors

BLACK & VEATCH CORPORATION
Consultant

By:  _____
Craig Lichty
Vice President

Date: 6/25/2024 _____

Consultant's Address:
2999 Oak Rd, Suite 400
Walnut Creek, CA 94597

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

1. Conflict of Interest for Future Services

- A. Consultant's duties and services pursuant to this Agreement (including Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, or any of its Subconsultants), shall not include preparing or assisting Valley Water with any portion of its preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional Agreement with Valley Water. Valley Water shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by consultant pursuant to this Agreement.

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) 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 Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.
- C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. [NOT USED]
- D. Valley Water Unit Manager is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. [NOT USED]
- E. The total not-to-exceed amount for any one Task Order shall not exceed \$[NTE Amount]. [NOT USED]

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**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

A. Alternate Dispute Resolution

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

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

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

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

1) Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within 14 days, the Parties will confer to select an appropriate mediator agreeable to all Parties.

2) If the Parties cannot agree on a mediator, they hereby agree to accept a mediator appointed by a recognized association such as the American Arbitration Association.

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**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

5. Compensation for Participation in Mediation

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

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

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ ("Agreement") Between the Santa Clara Valley Water District ("Valley Water") and _____ ("Consultant"), dated _____.

Valley Water: _____

Consultant: _____

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

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

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

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

8. Signatures:

Signature:

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

DATE

Signature:

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

DATE

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. 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 Valley Water Risk Manager at RiskManager@valleywater.org.

Certificates of Insurance

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

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

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement No. A5050A / PB No. VW0379**

IMPORTANT: The agreement or PB 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
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement No. A5050A / PB No. VW0379**

IMPORTANT: The agreement or PB number must be included.

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

STANDARD CONSULTANT AGREEMENT APPENDIX FOUR INSURANCE REQUIREMENTS

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.
- 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:

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

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:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS
CHECK LIST OF DOCUMENTS NEEDED**

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

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SCHEDULE S 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):

Henry Barrientos (VWPM)
Senior Water Resources Specialist
Recycled and Purified Water Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2078

Email: hbarrientos@valleywater.org

Other Valley Water Representatives (All Legal Notices)

Hossein Ashktorab
Recycled and Purified Water Manager
Recycled and Purified Water Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2291

Email: hashktorab@valleywater.org

Vincent Gin
Deputy Operating Officer
Water Supply Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2633

Email: vgin@valleywater.org

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

Melanie Tan
Project Manager
Black & Veatch Corporation
2999 Oak Road, Suite 400
Walnut Creek, CA 94597

Phone: 916-858-2459

Email: TanM@bv.com

SCHEDULE S SCOPE OF SERVICES

- 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 the Consultant's Principal Officer.

Craig Lichty
Vice President
Black & Veatch Corporation
2999 Oak Road, Suite 400
Walnut Creek, CA 94597

Phone: 925-949-5985
Email: LichtyC@bv.com

2. Scope of Services

- A. This Schedule S, Scope of Services describes the professional services to be performed by Consultant for Valley Water's **Desalination Engineering Feasibility Study** (Project). Valley Water reserves the right to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

3. Project Objectives

- A. Evaluate engineering feasibility of a seawater desalination facility and determine a suitable capacity and location in the South Bay with minimum 10 million gallons per day (MGD) and maximum 40 MGD production capacity for drinking water supply and develop a concept level setting for the facility.
- B. Determine feasible treatment processes for a future desalination facility including intake location(s) and brine management options.

4. Project Background

- A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy. Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.
- B. Valley Water is seeking to evaluate the engineering feasibility of a seawater desalination facility (Project) in Santa Clara County with intake of seawater from the South San Francisco Bay (South Bay). A desalination facility would augment potable water supplies and serve the primary purpose of providing a new reliable water supply for current and future populations in the Santa Clara County. This engineering feasibility study would

SCHEDULE S SCOPE OF SERVICES

build upon previously completed work by Valley Water which focused on the environmental evaluation and feasibility of a desalination facility.

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of services.** The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
 - a. Valley Water Standardization Requirements
 - (1) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
 - (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.
 - 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting minutes and will be included in the next revision of the documents.

SCHEDULE S SCOPE OF SERVICES

- 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 the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.
- 6) **Document Control.** Consultant must utilize the document control system designated by Valley Water (Capital Project Management and Project Control's Program).
- 7) **File Exchange Service.**
 - a. Consultant must utilize the file exchange service designated by Valley Water (Capital Project Management and Project Controls Program), accessible to all parties as designated by Valley Water, to facilitate communications.
 - b. Consultant may need to coordinate with Valley Water's Capital Project Management and Project Controls Program (CPMPC@valleywater.org) to address any firewall issues and/or permissions required to allow for these communications.
- 8) **Quality Assurance / Quality Control (QA/QC) Program.**
 - a. Consultant will develop and implement ongoing , proven QA/QC procedures. Consultant will implement a formal Quality Management Program to ensure that Valley Water receives quality-controlled deliverables. The Program will include quality control checks of calculations and work products, as well as quality assurance reviews and documentation of the quality control process. Consultant's QA/QC procedures will include a review of all deliverables using appropriately qualified technical resources and advisors for the Project.
 - b. The QA/QC procedures will contain details and methodology for reviewing documents, including technical memos and cost estimates. Reviews will be assigned, and sign-off procedures will be documented.
 - c. Consultant must provide records that demonstrate that quality reviews were performed on Consultant and subconsultant deliverables.

B. Project-Specific Assumptions and Requirements

1. Figures and layouts will be provided in PDF format.

SCHEDULE S SCOPE OF SERVICES

2. Tasks and/or subtasks are not required to be developed using Valley Water's QEMS framework Unless specifically noted herein, no external agencies or stakeholders will provide review of deliverables.

6. Scope of Services Tasks

Task 1 - Project Management

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

- 1.1 **Kickoff Meeting.** Consultant will prepare for and attend in-person kickoff meeting and site visit with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team members' roles and responsibilities, describe Project procedures, and summarize scope and schedule.
- 1.2 **Project Administration and Schedule.** Consultant shall provide a draft schedule with key milestones from Tasks 2 through 5 below. Consultant shall complete all work for Tasks 2 through 5 within 12 months from the Notice to Proceed. Consultant shall provide updated schedules at the presentations described under Task 5, Presentation of Results.
- 1.3 **Meetings with Valley Water.** If requested, Consultant Project Manager must provide a brief update of the team's work activities completed, the look-ahead activities, and the issues and actions that require Valley Water's attention, in a monthly meeting/conference call with the Valley Water Project Manager.

Task 1 – Deliverables and Meetings

1. Draft Schedule with key milestones from Tasks 2 through 5 in PDF format
2. Meeting Agenda and Presentations in PDF format
 - a. Monthly (12) project management meetings over one year with Consultant
3. Meeting/Conference Calls attendance and notes in PDF format
4. Signed Final Monthly Invoices and Progress Reports in PDF format.

Task 1 - Assumptions

1. Project duration is one year.
2. Check-in and update meetings will be monthly (12 meetings over one year with Consultant). The meetings will be attended by Consultant's Project Manager, Consultant's Deputy Project Manager and one (1) project team member. Additional attendees (such as subcontractors) per meeting will be determined by Consultant and Valley Water on an as needed basis.

SCHEDULE S

SCOPE OF SERVICES

3. A 2-hour kick-off meeting will be held with Consultant's Project Manager and Consultant's Deputy Project Manager.
4. Consultant shall complete all work for Tasks 2 through 5 within 12 months from NTP. Consultant is not responsible in delays to the schedule due to changes in regulatory guidance, their review time or other schedule changes from Valley Water.
5. Each Project Management meeting will be held virtually via Microsoft Teams unless specifically requested by Valley Water.

Task 2 – Data and Information Collection

- 2.1 Consultant shall prepare a list of Requests for Information (RFI) and provide to VW Staff for data and information collection. Consultant shall utilize the 2023 Desalination Environmental Feasibility and Planning Study (DEFPS) and the most recently adopted Water Supply Master Plan to aid in the development of the Project, as well as projected flows and demands provided by VW. VW shall provide Consultant with necessary data collection sources and information pertaining to this Project, including - but not limited to - Reference Materials in Attachment Four and various reference materials by the entities and Stakeholders described below:
 - a. DEFPS prepared by GEI Consultants (July 2023);
 - b. State Water Resources Control Board (SWRCB) and Regional Water Quality Control Board (RWQCB) online databases (e.g., Geotracker, eWRIMS);
 - c. Don Edwards Refuge;
 - d. United States Geological Survey (USGS);
 - e. Valley Water Reports;
 - f. Department of Water Resources (DWR) reports and online databases (e.g., CASGEM, Groundwater Information Center, Water Data Library, Well Completion Report database);
 - g. Water resources and land use planning documents from local agencies and municipalities within and near the Study Area (e.g., Urban Water Management Plans, Water Master Plans, General Plans); and
 - h. Documents prepared under California Environmental Quality Act (CEQA) describing groundwater conditions and use; other federal (e.g., EPA, NOAA), state (e.g., DDW, California GIS Resource Center), and/or local agencies with reports (e.g., BAWSCA); existing groundwater-flow models (for available aquifer parameters in the shallow Study Area).
 - i. Brackish water studies prepared for Valley Water.
 - j. Brackish water studies prepared for San Jose Water.
- 2.2 As part of this task, Consultant will prepare for and attend virtual meetings with key external stakeholders to obtain regulatory and partner inputs to confirm the scope of work required for this Study. Regulatory stakeholders included under this scope of services are:
 - a. State Water Resources Control Board (SWRCB);
 - b. Regional Water Quality Control Board (RWQCB);
 - c. San Francisco Bay Conservation and Development Commission (BCDC); and
 - d. San Jose Water (SJW).

SCHEDULE S SCOPE OF SERVICES

Task 2 – Deliverables and Meetings

1. Meeting agendas, presentations and notes in PDF format and associated supplemental materials
2. Draft and Final Summarized Data Requests Technical Memorandum
3. Meetings with VW Staff for data and information collection.
4. Meetings with SWRCB and RWQCB
5. Meetings with SJW

Task 2 - Assumptions

1. Consultant PM and if required, Deputy PM will attend all the meetings.
2. Consultant will issue RFIs based on the review and analysis of the DEFPS and other Reference Materials as needed.
3. Environmental data in Valley Water's possession is available electronically. A public records request will need to be acquired for other data.
4. Consultant will hold two (2) virtual meetings each at two (2) hours in length with VW staff for data and information collection.
5. Consultant will hold a total of six (6) meetings each at two (2) hours in length with the SWRCB, RWQCB, and SJW virtually, via Microsoft Teams. One (1) Subject Matter Experts (SMEs) from Consultant will attend each meeting.
6. Valley Water will provide updated Computer-Aided Design and Drafting (CADD) standards.
7. Valley Water will provide information to Consultant within three (3) weeks after receiving RFI.

Task 3 – Feasibility Study

Consultant shall conduct a Feasibility Study of a desalination facility (reverse osmosis or equivalent) to produce potable water to augment existing VW water supplies. The Feasibility Study will begin with a Fatal Flaw Analysis (Task 3.1) to screen the alternatives identified in the Desalination Environmental Feasibility and Planning Study (DEFPS). The alternatives that pass the Fatal Flaw Analysis will then go through a more detailed Alternatives Analysis (Task 3.2).

3.1 Fatal Flaw Analysis. The Fatal Flaw Analysis will guide the Alternatives Analysis and includes three areas of focus: (3.1.1) Subsurface Intakes, (3.1.2) Brine Management, and (3.1.3) Siting Considerations.

3.1.1 Subsurface Intakes. Subsurface intake evaluation will include hydrogeologic characterization and feasibility analysis as described below to determine the maximum feasible yield of source water. Three (3) potential subsurface intake sites will be investigated.

3.1.1.1 Hydrogeologic Characterization. The hydrogeologic characterization will include collection of data for the deep aquifer; however, the focus of the characterization will be the shallow subsurface in the Study Area.

SCHEDULE S SCOPE OF SERVICES

3.1.1.2 Climatic and Hydrologic Data. Consultant will provide a description of the physical environment including climate, topography, surface water features, and tidal flux in the Study Area. This task will also provide a discussion of expected seawater level rise for the Study Area.

3.1.1.3 Brackish Groundwater. Consultant will conduct a review of prior studies pertinent to brackish groundwater desalination within the study area, and assess the feasibility of integration with bay water intake options through blending with groundwater. Factors to be considered in evaluation of brackish source water include likely well yields and chloride concentrations; and common challenges associated with groundwater pumping, such as land subsidence, groundwater quality, and the risk of salt water intrusion.

3.1.1.4 Geology. The surficial geology and hydro stratigraphy of the Study Area will be documented. This will include maps of soils, surficial geology and description of the unconsolidated alluvial aquifers and aquitards, such as bay mud. The vertical extent of aquifers and aquitards will be documented. Geologic structure will be summarized, including description of any nearby faults affecting groundwater flow in the shallow subsurface.

Consultant will provide three (3) (one through each of the three potential subsurface intake sites) hydrogeologic cross-sections through the Study Area. The cross sections will depict the ground surface, discontinuous nature of fine- and coarse-grained materials, estimated depths to groundwater in the shallow and deep aquifers. While data will be collected to the full depth of the lower confined aquifer to the bedrock base, the focus of this investigation and cross sections is the shallow aquifer and near subsurface materials where subsurface intake facilities could be located.

3.1.1.4.1 Aquifer Hydraulic Properties and Local Extraction Rates. Aquifer hydraulic properties (e.g., hydraulic conductivity, transmissivity, and storativity) and well performance (e.g., yield and specific capacity) will be described for the shallow subsurface materials in the Study Area. Aquifer parameter data in the shallow subsurface in the Study Area are likely to be very limited due to the prevalence of fine-grained materials and lack of production or monitoring wells. Available aquifer parameters such as transmissivity and storativity will be extracted from available groundwater flow models for the local area. If any nearby environmental release sites include pumping test or remedial extraction well extraction data, these data will be compiled and summarized to help characterize potential shallow subsurface well yields. The resulting data set will be a key component in assessing the adequacy of potential subsurface intake well or well systems to meet design capacity.

3.1.1.4.2 Groundwater Levels and Flow Direction. Valley Water collects and reports on groundwater levels and flow directions as part of regular reporting. Currently groundwater flow in both the shallow and deep aquifers are toward the Bay. Depth to shallow groundwater in the

SCHEDULE S SCOPE OF SERVICES

Study Area will be extracted from Valley Water contour maps. Any available nearby environmental release site groundwater level data will also be documented. Maps showing shallow groundwater flow contours in the Study Area will be prepared.

3.1.1.4.3 Tidal Flux. The levels of Bay water in the Study Area will be discussed. Tidal flux is not expected to impact proposed subsurface intake bermed pond locations but may impact the Charleston Slough that is open to the Bay. Estimates of slough inundation will be described in terms of surface elevation and tide levels.

3.1.1.4.4 Water Quality. This task will provide an overview of Study Area groundwater quality conditions, trends, factors, and issues focused on chloride, boron, and total dissolved solids (TDS) as indicators of Bay water intrusion. Chloride maps prepared by Valley Water will be presented for the Study Area along with a discussion of seawater intrusion mechanisms. USGS studies evaluating sources and mechanisms of elevated seawater indicator chemicals in the South Santa Clara Valley, which will be described.

3.1.1.5 Subsurface Intake Fatal Flaw Analysis. Consultant will prepare a report describing the Subsurface Intakes Fatal Flaw Analysis including appropriate text, charts, figures, and tables to support the assessment. The Subsurface Intakes Feasibility Analysis will incorporate guidance related to geologic and hydrogeologic considerations from the regulatory agency consultation and, if available, the latest state regulatory guidance on the geological and hydrogeological considerations that must be taken into account when evaluating the feasibility of subsurface intakes.

The three subsurface intake sites will be characterized based on available data. The Study Area hydrogeology will be used to assess the potential for use of the three identified locations for subsurface intakes. Based on the hydrogeology described, the feasibility of subsurface intakes will be assessed in terms of 1) lateral connection of shallow subsurface permeable units to the Bay water and 2) potential yields of well or well systems installed in the proposed subsurface intake locations to meet design capacities. If any nearby remedial extraction well data are available, they will be used to estimate potential Study area well or well system yields. Lacking those data, aquifer parameters extracted from the available numerical flow models will be used to estimate shallow well yields. Conclusions, data gaps/limitations, and recommendations for additional study will be included.

3.1.1.6 Source Water Availability. The fatal flaw analysis will determine whether the maximum feasible yield of source water can support the minimum production capacity of the desalination facility. Specifically, the investigation will determine whether there is sufficient yield to support Valley Water's desalination facility to meet the water supply gap that is anticipated to be 24,000 AFY. This requires a minimum of 50 MGD of source water. If 50 MGD of source water is not feasible, the maximum capacity of the subsurface intake well or well systems will be

SCHEDULE S SCOPE OF SERVICES

determined and will be used as part of the hybrid option (subsurface intake and open intake) that will be evaluated as part of the Alternatives Analysis (Task 3.2).

Aquifer hydraulic properties (e.g., hydraulic conductivity, transmissivity, and storativity) and well performance (e.g., yield and specific capacity) will be described for the shallow subsurface materials in the Study Area. Aquifer parameter data in the shallow subsurface in the Study Area are likely to be very limited due to the prevalence of fine-grained materials and lack of production or monitoring wells. Available aquifer parameters such as transmissivity and storativity will be extracted from available groundwater flow models for the local area. If any nearby environmental release sites include pumping test or remedial extraction well extraction data, these data will be compiled and summarized to help characterize potential shallow subsurface well yields.

- 3.1.2 Brine Management. The Fatal Flaw Analysis of brine management will be informed by California Water Code section 13142.5(b) and the California Ocean Plan's desalination regulation as well as the regulatory agency consultation process. Pursuant to California Ocean Plan's regulations, the feasibility assessment fatal flaw analysis will focus on the preferred technology for minimizing intake and mortality of all forms of marine life resulting from brine discharge, which is to commingle desalination plant brine with wastewater (e.g., agricultural, municipal, industrial, power plant cooling water, etc.) that would otherwise be discharged. The following tasks will determine whether wastewater can provide adequate dilution to ensure salinity of the commingled discharge meets the receiving water limitation for salinity in chapter III.M.3 of the California Ocean Plan:
- a. Calculate brine/effluent blending ranges based on long-term treated effluent availability from Palo Alto Regional Wastewater Quality Control Plant (RWQCP) and from San Jose/Santa Clara Regional Wastewater Facility (RWF);
 - b. Assess regulatory feasibility of desalination facility final effluent deepwater outfall option to deepwater channel in north central Lower South San Francisco Bay;
 - c. Coordinate with project team to identify likely extent of receiving water monitoring and mitigation studies based on Ocean Plan guidance. Identify initial dilution and far-field modeling studies that may be required to support a 100% brine or 1:1 brine to effluent blend. Conduct focused reasonable potential analysis and identify potential requirements of new NPDES permit;
 - d. Coordinate with project team to assess the ability of a horizontal levee (HL) to successfully treat either 100% brine or a 1:1 brine to effluent blend. If deemed infeasible, team to assess feasibility to redesign a HL to process 100% brine or a 1:1 brine/effluent blend. Coordinate with team to develop estimates of HL land area required to process 100% brine and 1:1 brine/effluent blend based on assumed hydraulic loading ability of HL. Identify potential requirements of a new NPDES permit for the HL effluent;
 - e. Assess regulatory feasibility of discharging 1:1 brine to effluent blend through either the RWQCP or the RWF shallow water outfall. Coordinate with project team to identify likely extent of receiving water monitoring and mitigation studies based on Ocean Plan guidance. Identify initial dilution and mixing zone modeling studies that may be required. Conduct focused reasonable potential analysis to identify pollutant metals that may require new or modified NPDES permit effluent limits or other permit requirements to accommodate a brine discharge;

SCHEDULE S SCOPE OF SERVICES

- f. Assess potential extent of qualitative impacts to existing POTW outfall locations (receiving waters) based on brine discharge from the deepwater outfall or from HL sites;
- g. Review ROC treatment/management alternatives being studied by VW and provide qualitative assessment of their feasibility for desalination brine treatment/management; and
- h. Prepare draft and final technical memorandum summarizing results of above tasks.

3.1.3 **Siting Considerations.** Consultant will work with Valley Water and stakeholders to ensure the range of the desalination facility design capacities evaluated in Task 3.1.1.5 Source Water Availability is consistent with applicable local, state and federal regulations. Consultant will review site locations and eliminate any sites with potential Fatal Flaws based on the following considerations:

3.1.3.1 **Regulatory.** Applicable regulations for a seawater desalination project in South San Francisco Bay will be assessed. The relevance of the California Ocean Plan (State and Regional Water Boards) will be critical factors in determining the options available (e.g., siting, capacity, intake and discharge technologies, mitigation) for a proposed plant. Consultant will review all previous communications/outreach to regulators to understand project history and to develop a regulatory roadmap for the proposed plant.

Consultant will eliminate options; the remaining viable options will be assessed in greater detail and will assist primarily in the siting, sizing, and intake/discharge technology evaluations.

3.1.3.2 **Engineering.** A high-level evaluation of site availability for the intakes, outfalls, and treatment plants at the locations Identified in the DEFPS GEI-report will be conducted.

3.1.3.3 **Geotechnical.** A comparative assessment of foundation concepts and ground improvement options across selected sites based on liquefaction hazard, settlement hazard, and general subsurface stratigraphic conditions will be performed to validate siting locations.

Consultant will prepare a Desktop Geotechnical Technical Memorandum for sites that passed the fatal flaw analysis. The study will look at geologic hazards, stratigraphic units, geomorphology, land modifications, sedimentation and erosion, use available geotechnical data (e.g. borings, CPTs) from nearby sites and integration into a geo-database, and prepare conceptual foundation design inputs for project facilities.

3.2 Alternatives Analysis. The project elements that have passed through the Fatal Flaw Analysis (Task 3.1) will be further evaluated as part of the Feasibility Study.

3.2.1 **Technology Evaluation.** Consultant will recommend one treatment process based on the assumed raw water quality makeup, best suited for desalination facility requirements considering any space limitations. Consultant shall identify and evaluate current

SCHEDULE S SCOPE OF SERVICES

regulations in meeting treatment requirements based on meetings in Task 2 Data and Information Collection.

- 3.2.2 **Location and Sizing Evaluation.** Consultant will use the recommended location that passed through Fatal Flaw Analysis for siting of the proposed desalination facility, including sea water intake and outfall options, and an evaluation of related geology and hydrodynamic impacts.
- 3.2.3 **Intake Location Evaluation.** If it is determined during Fatal Flaw Analysis that subsurface intakes are not feasible to achieve the minimum flow objective, then Consultant shall evaluate an open water intake and/or a hybrid approach that also includes a smaller flow capacity subsurface intake system coupled with an open water intake. Consultant shall recommend schematics illustrating size requirements for subsurface intakes and potential locations.
- 3.2.4 **Reverse Osmosis Concentrate / Brine Disposal Evaluation.** If commingling desalination plant brine with wastewater that would otherwise be discharged from one of the existing local facilities is eliminated as feasible during the Fatal Flaw Analysis, then Consultant, through consultation with VW and regulatory agency staff, will determine regulatory acceptance of horizontal levees prior to evaluating the construction of a deep-water outfall as preferred project alternative.

Consultant shall include:

- a. Brine / RO concentrate discharge and possible impacts to publicly owned treatment works (POTWs) outfall locations within the Santa Clara County as determined in the Fatal Flaw Analysis;
 - b. Schematics illustrating size requirements and potential locations;
 - c. Consider any RO concentrate/brine management strategies with those currently being studied by VW and shall coordinate with VW for any alternative management strategies;
 - d. Qualitatively evaluate two (2) different RO concentrate/brine disposal options including the desalination facility final effluent outfall and adjacent salt-water wetlands; and
 - e. Include an evaluation of any potential impacts to existing POTWs in the vicinities of the project site.
- 3.2.5 **Distribution System Connection Points and Storage Evaluation.** Consultant shall evaluate the most suitable connection points, sizing, regulatory requirements, etc. for the product water blending with the potable water supply and include all facilities (including additional storage and in-situ instrumentation) needed to blend the product water with existing potable water. Two (2) connection points will be evaluated.
- 3.2.6 **Scalability Evaluation.** Consultant shall size the facility for the maximum capacity available at the selected facility site, intake, and outfall to meet long-term and interim demands for increased potable water production. The optimal near-term size will be determined and the layout will consider expansion to the maximum capacity available.

SCHEDULE S SCOPE OF SERVICES

- 3.2.7 **Opinion of Probable Construction Cost.** Consultant shall calculate and provide a Class 5 Opinion of Probable Construction Cost (OPCC) estimate per the AACE International classification system including both capital expenditures (CAPEX) and operating expenses (OPEX) for the most viable option. The cost estimate shall be appropriate for a feasibility study for a project definition of 0 – 2 percent and an expected accuracy of -50 to +100 percent.
- 3.2.8 **Sensitivity Analysis - NOT USED**
- 3.2.9 **Greenhouse Gas Emissions & Energy Consumption Evaluation.** Consultant shall estimate the proposed desalination facility's greenhouse gas emissions and energy use for the average annual production.

Task 3 – Deliverables and Meetings

1. Fatal Flaw Analysis Technical Memorandum Draft and Final PDF. The Fatal Flaw Analysis TM will include attachments for:
 - a. Hydrogeologic Characterization (Tasks 3.1.1.1 through 3.1.1.6)
 - b. Brine Discharge Alternatives (Task 3.1.2)
 - c. Desktop Geotechnical Technical Memorandum (Task 3.1.3)
2. Provide draft Feasibility Study Report outline at 10 percent project completion to VW for review at least fourteen (14) calendar days prior to the corresponding presentations.
3. After the Fatal Flaw Analysis Results Workshop and TM, compile and summarize the results from Tasks 2 – 5 into a Feasibility Study Report. Provide draft reports at 50, 80, and 95 percent project completion (a total of three (3) submittals) to VW for review at least fourteen (14) calendar days prior to the corresponding presentations. Report shall include schematics, flow sheets and preliminary site plans.
4. Meeting notes and associated supplemental material for the three (3) (50, 80, and 95 percent) Task 3 Percent Project Completion Meetings (2-hrs each).
5. Final Feasibility Study Report.
6. PDF of meeting notes and materials
7. Fatal Flaw Analysis Results Meeting.
8. The Project Completion Meetings. See Task 5.

Task 3 - Assumptions

1. Fatal Flaw Analysis Results Meeting will be presented in a virtual, two (2) hour Workshop. Notes and slides will be submitted in PDF format.
2. CA Water Code section 13142.5(b) and the California Ocean Plan's desalination regulations apply to the project study area.
3. Feasible is defined "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors."
4. The scope of the subsurface intake Fatal Flaw analysis will be limited to the geologic and hydrogeologic considerations as identified in existing regulatory guidance.

SCHEDULE S SCOPE OF SERVICES

5. A project alternative that passes through the Fatal Flaw Analysis does not guarantee acceptance by local, state and federal permit and regulatory agencies.
6. Cost estimate will be provided for the one (1) alternative included in the Feasibility Study.
7. All requested data will be received within two weeks of RFIs.
8. The Hydrogeologic Characterization of Study Area and Subsurface Intake Feasibility Analysis will extract aquifer parameters from existing numerical groundwater flow models but will not include any numerical modeling as part of the analysis.
9. One site reconnaissance visit to proposed subsurface intake sites is included. It is assumed that the sites can be visited in one 8-hour day under one mobilization, but the number of proposed sites is uncertain, and more time may be needed.
10. No drilling, well installation, sampling or laboratory analysis is included e.g., no site-specific field investigation will be conducted under this project.
11. Valley Water will be responsible for and will coordinate any needed access agreements for the reconnaissance site visits.
12. For the Fatal Flaw analysis, brine production scenario to be assessed is limited to the production capacity determined in Task 3 for the brine that may be blended 1:1 with treated effluent.
13. Primary focus of brine disposal feasibility evaluations will be on compliance with likely SFB Regional Water Board and Ocean Plan Requirements
14. Brine disposal feasibility evaluations will be qualitative and based on readily available information and currently applicable regulatory guidance and regulations.
15. VW to provide long-term treated effluent availability data from RWQCP and RWF.
16. Consultant will download readily available LSB receiving water quality data from SFEI RMP to assess brine pollutant levels, with brine concentrations assumed two times ambient.
17. Comments and responses matrix are not required.
18. Valley Water will provide anticipated long-term water demands for 2040.
19. For the Brackish Groundwater review (Task 3.1.1.3)
 - a. The study area for this task is the area from the Bay edge to the year 2020 100 mg/L chloride concentration contour plus a one-half mile buffer inland of the contour.
 - b. The Consultant is not providing an upper limit on the number of sites to review, instead priority will be given to site locations based on preferred chloride groundwater concentrations, readily available reports and data from Valley Water, sites with lithologic logs extending deeper into the shallow aquifer and detailed cross sections, and sites with aquifer tests or remedial extraction wells.

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- c. The investigation will focus on the shallow aquifer as elevated chloride in the principal aquifer is localized.
- d. In addition to prior studies, Consultant will review available data and reports on environmental release and dewatering sites in the study area. This may require additional RWQCB file reviews if all environmental site reports and data are not available from Valley Water. It is uncertain the number of environmental and dewatering sites that might be located in the study area. Accordingly, Consultant will prioritize the Bayfront area and move out toward the extent of the buffer area as budget allows. Note that permeable lenses extent and thickness (and likely higher well yields) in the shallow aquifer increase with distance from the Bay.
- e. No site-specific cross sections will be prepared for this task.
- f. No modeling will be conducted as part of this task.
- g. The permeable lenses in the shallow aquifer have been characterized as thin and of limited lateral extent. Therefore, conditions at one site might not be representative of conditions at a nearby site. After literature review and fatal flaw analysis is completed, site specific field studies at each site that are not part of this scope of services will be required to confirm the permeability of the potential well yields.
- h. Data may be insufficient to definitively characterize shallow aquifer well yields and parameters at any given location. Site specific field studies will be required to close data gaps.

Task 4 – California Environmental Quality Act (CEQA) and Other Regulatory Requirements

- 4.1 Consultant shall consider applicable California Environmental Quality Act (CEQA) and other potential regulatory requirements from SWRCB, RWQCB and BCDP, that may apply to the future construction and operation of the proposed desalination facility as described in the EFPS. Consultant shall include a CEQA and Regulatory Requirements Report, that will include estimated timelines and a list of permits required.
- 4.1.1 The Engineering Feasibility Study will include a discrete section on CEQA and regulatory permitting requirements, summarizing the results of an attached CEQA and Regulatory Requirements Report to be prepared. The intent is to build on the DEFPS document and provide refined information relevant for the assessment of engineering feasibility for the selected alternative. The intent is not to cover all applicable regulations and requirements but rather to focus on those regulatory requirements that may influence the determination of project feasibility. It is anticipated that Consultant's review will be supported by an initial site reconnaissance visit, the agency meetings, and review of the EFPS and other materials provided by Valley Water.
- 4.1.2 Consultant will prepare and lead presentations related to CEQA and Regulatory Requirements Report.

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- 4.1.3 Consultant will address Valley Water comments on each version of the document and will present a clean and track changes version of the subsequent report to Valley Water. Valley Water comments on the report are assumed to be relatively minor in nature and will not require additional technical work to address.

Task 4 – Deliverables and Meetings

1. See Task 3 Deliverables. CEQA and Regulatory Requirements Report will be an Attachment to the report in Task 3.1 Fatal Flaw Analysis at 80% and Final submittal. It will not be updated at each deliverable.
2. Meeting Notes and associated supplemental material.
3. Check-in Meetings

Task 4 - Assumptions

1. Two (2) presentations, one (1) hour each, will occur virtually via Microsoft Teams for the Task 4 items. Meetings will be attended by Consultant PM, Deputy PM and one (1) SME.
2. One (1) 8-hour site visit to the selected facility site, intake, and outfall.
3. Separate comments and responses matrix are not required.
4. The CEQA Checklist may be prepared as an Optional Task.

Task 5 – Presentation of Results

- 5.1 Consultant shall present progress and results to VW at 80 and 100 percent project completion. VW will provide feedback that the Consultant will incorporate into the project and summary report.
- 5.2 Consultant shall provide presentation attendees with summary notes and electronic copies of any supplemental materials used during the presentations no later than seven (7) calendar days from the presentation. Consultant may be required to also prepare and present the findings of the Feasibility Study to the VW Board of Directors and/or special committees.

Task 5 – Deliverables and Meetings

1. See Task 3 Deliverables.
2. Meeting Notes and associated supplemental material.

Task 5 - Assumptions

1. One (1) virtual presentation of results meeting will be held with Valley Water at 100 percent project completion. Presentation will be one (1) hour long and attended by Consultant PM, Deputy PM and one (1) SME.
2. One (1) virtual presentation of 1-hr each to the Valley Water Board of Directors and special committees to present results and attended by Consultant PM, Deputy PM and one (1) SME.

SCHEDULE S SCOPE OF SERVICES

3. Separate comments and responses matrix is not required.

Task 6 - Supplemental Services

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

6.1 Specific examples include, but not limited to:

6.1.1 Stakeholder Meetings

6.1.1.1 As directed by VW staff, Consultant may present results to stakeholders at 80 and 95 percent project completion. Consultant shall incorporate feedback provided by the VW after the 80 percent project completion presentation under Task 5, Presentation of Results prior to the 80 percent project completion stakeholder meeting. Stakeholders include, but are not limited to, residents, nongovernmental organizations, VW and its directors, Cities within Santa Clara County (including Cities of San Jose, Palo Alto, and Mountain View), and the San Francisco Bay Regional Water Quality Control Board.

6.1.1.2 This type of one-on-one meeting is a qualitative research method best-suited for uncovering the range of views, beliefs, attitudes, opinions, and experiences that may exist in a certain population, primarily among key stakeholders. During the meeting, an experienced interviewer uses a discussion guide to conduct a structured conversation with participants. Like other qualitative methods, the one-on-one meetings allow for detailed exploration of topics but do not provide data that is statistically representative of a larger population. Instead, the information obtained is descriptive and should be considered as representing a range of opinions that may exist among various segments, especially key stakeholders, agencies and community leaders. The Consultant will help identify the stakeholders and how best to communicate with them.

6.1.1.3 Benefits: This optional task is recommended as it has been proven to be highly effective in identifying understated project concerns, potential project opposing views, and garnering project support from important key stakeholders. Findings from the In-Depth Interview (IDI) process are highly effective in helping to shape outreach strategy and communication planning for a project as it evolves and progresses toward agency consideration and implementation.

6.1.1.4 IDs can reap the following results:

- a. Assess current perceptions of water supplies and role desalination may play.
- b. Learn initial reactions to and perceptions about proposed desalination applications and options.
- c. Listen to views on the best approach for introducing the use of desalination water to the community.

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- d. Listen to views on the best approach for delivering specific outreach messages, and even testing messages.
- e. Hear views from trusted sources of information within the community.
- f. Answer questions and respond to various perceptions directly with stakeholders during interviews, and if necessary, mitigate mis-information.
- g. Consider the best approach toward educating and engaging the greater community if a desalination project were to move forward.

6.1.2 Public Outreach

Consultant shall, at the discretion of Valley Water, prepare informational material in collaboration with Valley Water Outreach Staff and assist staff with reports, presentations, and workshops for Valley Water management, Committees, and partner agencies as needed. Consultant shall, as needed, provide administrative and/or technical support at public outreach events. Consultant shall assist, as needed, in educational campaigns and stakeholder meetings on the benefits of desalination to increase public perception and awareness of the potential expansion opportunities. At the discretion of Valley Water, prepare informational material in collaboration with Valley Water Outreach Staff and assist staff with reports, presentations, and workshops for Valley Water management, Committees, and partner agencies as needed. Consultant shall, as needed, provide administrative and/or technical support at public outreach events. Consultant shall assist, as needed, in educational campaigns and stakeholder meetings on the benefits of desalination to increase public perception and awareness of the potential expansion opportunities.

6.1.3 Conceptual Design

Consultant shall produce design parameters and associated schematics for 5 percent project definition for the desalination facility with a product water capacity determined in Task 3 to achieve an instantaneous TDS of 200 ± 50 mg/L after being blended with existing raw water or other water supplies. Consultant shall define these parameters for the following projections:

- a) Near Term – 2024: Incorporates estimated near-term increases in potable water demand.
- b) Long Term – 2040: Incorporates estimated long-term increases in potable water demand due to regional growth and other sources of demand.
- c) Scalability Evaluation - Not Used.
- d) Opinion of Probable Construction Cost
Consultant shall calculate and provide a Class 4 OPCC estimate per the Association for the Advancement of Cost Engineering (AACE) International classification system. The cost estimate shall be appropriate for a feasibility study for a project definition of 1 – 15 percent and an expected accuracy of -30 to +50 percent.

SCHEDULE S SCOPE OF SERVICES

- e) Schematics & Site Plans
Consultant shall provide process schematics and preliminary site plans indicating sizing requirements, locations, and process connections needed for systems evaluated.

6.1.4 Funding Identification & Assistance – NOT USED

6.1.5 CEQA Checklist

A CEQA Checklist shall be prepared for the one selected alternative and will include a list of permits with estimated timelines. The Checklist shall be added as an attachment to the CEQA and Regulatory Requirements Report.

6.2 **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 5 as Task 6 Supplemental Services, to include but not be limited to:

- 6.2.1 Additional meetings; six (6) additional meetings for two (2) team members at four (4) hours each for preparation and participation.
- 6.2.2 Additional time allotted for meetings;
- 6.2.3 Additional status/progress reports;
- 6.2.4 Additional phone conference calls; 12 additional conference calls for two (2) team members at one (1) hour each per call.
- 6.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and
- 6.2.6 Additional public outreach visual materials.

Task 6 – Deliverables

1. Draft and Final PDF Conceptual Design Report.
2. Meeting minutes.
3. Draft and Final CEQA Checklist document for selected alternative.

Task 6 – Assumptions

1. Task 6.1.1 - 8 additional meetings, time for meetings, status/progress reports, conference calls and public outreach has been included in this task. This includes the PM, Deputy PM, and 1 SME. This task also includes 15 in-depth interviews.
2. Task 6.1.2 - 50 one-hour meetings with Data Instincts in preparation for Public Outreach. Two meetings for Public Outreach with Miller Marine Science. One additional Consultant representative available for each meeting.

SCHEDULE S SCOPE OF SERVICES

3. Task 6.1.3 - No electrical or I&C design or consideration is included in conceptual design.
4. Task 6.2.2 - Conceptual design report will include items listed in the task. There will be no structural, architectural, electrical, or instrumentation and control concepts included. It will be schematic in nature and cover general design requirements and site and process schematics.
5. Separate comments and responses matrix is not required.

7. Attachments

The following Standard Consultant Agreement listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

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**SCHEDULE S
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 **\$1,717,738** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board) or Board designee.

2. Cost Breakdown

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

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees
1	Project Management	\$233,563
2	Data and Information Collection	\$67,034
3	Feasibility Study	\$889,957
4	CEQA and Other Regulatory Requirements	\$80,537
5	Presentation of Results	\$35,961
6	Supplemental Services	\$410,686
Total Not-to-Exceed Fees		\$1,717,738

3. Terms and Conditions

- A. Payments for Services performed, as defined in this Schedule, which applies to the specific Services, will be based on the following terms:
- 1) Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
 - 2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90) calendar days prior to the anniversary date of this Agreement. Both Parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and

SCHEDULE S ATTACHMENT ONE FEES AND PAYMENTS

metropolitan area (not seasonally adjusted)” as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3.5% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water’s Deputy Operating Officer, unless delegated to an Assistant Operating Officer and/or Unit Manager.

B. Reimbursable Expenses

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

**SCHEDULE S
ATTACHMENT ONE
FEES AND PAYMENTS**

C. Prevailing Wage Requirements [NOT USED]

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

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant: Black & Veatch Corporation	
Senior Project Manager	\$356.01
Project Director	\$370.00
Senior Project Director	\$400.00
Engineer Level 4/Senior Technician	\$241.48
Engineer/Specialist Level 9	\$355.00
Project Manager	\$334.00
Senior Engineering Manager	\$334.00
Engineering Manager	\$285.00
Engineer/Specialist Level 8	\$318.00
Engineer/Specialist Level 7	\$302.00
Engineer/Specialist Level 6	\$285.00
Engineer/Specialist Level 5	\$268.00
Engineer Level 3/Technician	\$206.98
Engineer Level 1-2/Junior Technician	\$155.24
Senior Finance - Project Controls	\$189.74
Finance - Accounting-Project Controls	\$140.67
Senior Administrative Assistant	\$147.37
Administrative Assistant	\$110.53
Subconsultant(s): Data Instincts	
Principal	\$255.00
Associate Communication Specialist	\$205.04 - \$225.28
Associate Communication Coordinator	\$195.36

**SCHEDULE S
ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Subconsultant(s): Dudek	
Project Director	\$330.00
Senior Specialist V	\$275.00
Senior Specialist IV	\$270.08
Senior Specialist III	\$255.13
Senior Specialist II	\$224.82
Senior Specialist I	\$213.91
Specialist V	\$199.67
Specialist IV	\$175.64
Specialist III	\$172.53
Specialist II	\$140.09
Specialist I	\$139.96
GIS Analyst IV	\$209.87
GIS Analyst III	\$135.82
GIS Analyst II	\$118.42
GIS Analyst I	\$99.40
Publications Specialist IV	\$168.16
Publications Specialist III	\$124.78
Publications Specialist II	\$106.03
Publications Specialist I	\$95.56
Subconsultant(s): EOA, Inc.	
Principal	\$311.00
Senior Managing Engineer/Scientist I	\$303.00
Managing Engineer/Scientist III	\$303.00
Senior Engineer/Scientist/Planner I	\$216.00
Associate Engineer/Scientist II	\$196.00
Technician, Administrative Manager	\$130.00
Subconsultant(s): Fugro	
Principal	\$300.00
Senior	\$240.00
Project	\$205.00
GIS	\$220.00
Principal Engineer	\$300.00
Principal Geologist	\$300.00
Associate Engineer	\$255.00
Senior Engineer	\$240.00
Senior Geologist	\$240.00
Project Engineer	\$205.00
Senior Project Engineer	\$215.00

**SCHEDULE S
ATTACHMENT ONE
FEES AND PAYMENTS**

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Senior Staff Engineer	\$190.00
GIS Manager	\$220.00
GIS Geologist	\$190.00
Subconsultant(s): Miller Marine Science & Consultant, Inc.	
Principal	\$215.00
Subconsultant(s): Todd Groundwater	
VP/Hydrogeologist	\$284.00
Consulting Hydrogeologist	\$260.00
Staff Geologist	\$175.00
GIS Graphics	\$175.00
Admin	\$155.00
Subconsultant(s): TWB Environmental Research and Consulting	
Principal	\$215.00

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**SCHEDULE S
ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. Term. This Agreement expires one (1) year after the Effective Date, with an option solely exercisable by Valley Water, to extend it for up to two additional one-year terms, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
3. Valley Water's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Data and Information Collection	3
3	Feasibility Study	12
4	CEQA and Other Regulatory Requirements	12
5	Presentation of Results	Duration of Agreement
6	Supplemental Services	Duration of Agreement

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

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

Team Member	Classification	Project Role	Contact Information
Craig Lichty	Project Director	Project Director	2999 Oak Road, Suite 400 Walnut Creek, CA 94597 925-949-5985 LichtyC@bv.com
Ben Wright	Senior Project Manager	Conveyance / Potable Water Augmentation	2999 Oak Road, Suite 400 Walnut Creek, CA 94597 916-858-2418 wrightb@bv.com
Dan Lopez	Project Director	Engineering	2999 Oak Road, Suite 400 Walnut Creek, CA 94597 925-207-3498 lopezdc@bv.com
Melanie Tan	Project Director	Project Manager	2999 Oak Road, Suite 400 Walnut Creek, CA 94597 916-858-2459 tanm@bv.com
Scott Maloni	Senior Project Director	Environmental, Regulatory & Institutional	300 Rancheros Drive, Suite 250 San Marcos, CA 92069 858-225-8257 malonis@bv.com
Scott Miller	Engineer Level 4/Senior Technician	Product Water Blending Quality	2999 Oak Rd, Suite 400 Walnut Creek, CA 94597 925-949-5988 millerse@bv.com
Vasu Veerapaneni	Engineer/Specialist Level 9	Desalination Facilities	11401 Lamar Avenue Overland Park, KS 66211 913-416-0150 veerapanenis@bv.com

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

Firm	Project Role	Contact Information
Data Instincts	Public Outreach	Mark Millan 9481 Vinecrest Road Windsor, CA 95492 707-836-0300 millan@datainstincts.com
Dudek	CEQA/Environmental Permitting	Ann Sansevero 725 Front Street, Suite 400 Santa Cruz, CA 95060 831-226-9373 asansevero@dudek.com

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

Firm	Project Role	Contact Information
EOA, Inc.	Brine Management & Disposal / NPDES Permitting	Tom Hall 1410 Jackson Street Oakland, CA 94612 510-832-2852 twhall@eoainc.com
Fugro	Geophysical / Geotechnical	Ronald Bajuniemi 1777 Botelho Drive Walnut Creek, CA 94596 925-451-9908 rbajuniemi@fugro.com
Miller Marine Science & Consultant, Inc.	Intake / Outfall Marine Biology	Eric Miller 2 Boulder Circle Aliso Viejo, CA 92656 562-714-0266 ericm@millermarinescience.com
Todd Groundwater	Subsurface Seawater Hydrogeology	Sally McCraven 1301 Marina Village Parkway, Suite 320 Alameda, CA 94501 510-432-4759 smccraven@toddgroundwater.com
TWB Environmental Research and Consulting	Intake / Outfall Marine Biology	Tim Hogan 17 Winnemay Street Natick, MA 01760 617-413-5011 thogan@twb-erc.com

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**SCHEDULE S
ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Environmental Feasibility and Planning Study completed by GEI Consultants (July 2023) https://fta.valleywater.org/fl/o7zOCs87XJ

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