



# STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)  
Terms and Conditions Template  
Rev. B [7/1/2016-06/30/2017]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (District), and David Keith Todd Consulting Engineers, Inc. DBA TODD GROUNDWATER (Consultant), individually the Party or collectively the Parties.

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

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

## SECTION ONE

### SCOPE OF SERVICES

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

## SECTION TWO

### DUTIES OF CONSULTANT

#### 1. Performance.

- A. Each scope of Services described in an attached Schedule(s) must be performed by Consultant, or at its direction, in a manner sufficient 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 District staff in engineering, operations, and maintenance units to be made aware of District 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 the District prior to the performance of such Services by

issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

2. **Consultant Controlled Areas.** Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to a scope of Services.
3. **Licensing.** 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 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 District'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 section 1720(a)(1).
4. **District's Approval of Deliverables.** Deliverables prepared by Consultant, notwithstanding acceptance and approval by District, which District determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to District.
5. **Errors and Omissions.** The Services may include preparation of deliverables by Consultant which will be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District'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. **District Standardization Requirements.**
  - A. Consultant shall perform the Services utilizing District nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with the District Microsoft Office software and AutoCAD software used at the time(s) the District issues a notice-to-proceed pursuant to this Agreement.
  - B. Engineering drawings prepared by Consultant must be in compliance with the District's CADD and drafting 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 the District's CADD software. Prior to acceptance, the District 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 drawing) and that the standards are retained during the conversion process used by the Consultant.

## 7. Consultant Key Staff and Subconsultants.

- A. Consultant's key staff and Subconsultants assigned to perform the Services are identified in Attachment Three to the Scope of Services, Consultant's Key Staff and Subconsultants.
- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
- C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
  - I. Consultant must obtain the District's approval of all Subconsultants. Upon the District's request, Consultant must provide copies of all Subconsultant agreements.
  - II. 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 the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
- F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff

The District Project Manager may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

- H. Consultants Subconsultants.
  - I. The District Project Manager 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.
  - II. The District Project Manager may not approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list; the services are not deleted from the Agreement; and the scope of services is not assumed by the Consultant. Such revisions to the list of authorized Subconsultants are subject to approval by the District and documented in an executed amendment to this Agreement.

**8. Compliance With All Laws.** 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 the District's assistance is necessary to achieve such compliance, Consultant shall promptly notify the District.

- A. Consultant shall provide, at District's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, the District has the right to inspect and copy any records of Consultant regarding such compliance.
- B. 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 the District in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon the District's request, Consultant shall provide the District 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 District. 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 the District. Except as expressly provided in this Agreement, the District 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 DISTRICT**

1. **Available Data.** The District 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). The District will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. The District is not responsible to provide the data and information that it does not possess.
2. **Review of Deliverables.**
  - A. The District will designate a Project Manager (District Project Manager) for purposes of administering and managing this Agreement.
  - B. The Consultant's progress in completing the Services will be reviewed by the District's Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of the District.
  - C. Consultant must notify the District in writing when it completes each deliverable described in the Schedule(s) and provide the District with such deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by District. Within thirty (30) calendar days of receipt of each deliverable, the District will either (i) notify Consultant that the District accepts the deliverable, or (ii) notify the Consultant that the deliverable is not acceptable and must be revised.
  - D. If the District advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to the District, those deficiencies as soon as possible and shall notify the District upon completion of the revised deliverable and submit to the District.

The District will then review the revised deliverable and within thirty (30) calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to the District and this process will continue until Consultant has corrected all deficiencies identified by District.

- E. 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 will not result in additional costs or expenses to the District.

- 3. **Access to District Facilities.** The District will facilitate access to District facilities as required for the Consultant to perform the Services.

## **SECTION FOUR**

### **FEES AND PAYMENTS**

- 1. **Total Fixed Not-to-Exceed Fees.** Payment for all services performed by Consultant to the satisfaction of the District, as described in the Schedule(s) will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule(s), Fees and Payments, for completion of the associated tasks and subtasks. The District will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule(s), Fees and Payments. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s) if any, equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the services.

- A. Upon the written approval of the District's Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task/subtask may be re-allocated to a task/subtask that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task/subtask not yet completed to a different task/subtask is not permitted.

- B. Upon the written approval of the District's Deputy Operating Officer referenced herein, the scope of services described in a task/subtask may be reduced or eliminated. If the scope of services of a task/subtask is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task/subtask may be allocated to revised existing tasks/subtasks, or transferred to a Supplemental Services task, if provided for herein.

- C. Any reduction or elimination of tasks/subtask and any inter-task/subtask transfers will be clearly noted and described in the subsequent monthly progress report to the District.

- D. 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.

- E. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its Subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its Subconsultants for mileage incurred from District Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, 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; will be consistent with scope of Services described in the Schedule(s) attached hereto; and include the following:
  - I. Personnel Category and employee name itemized with all labor charges by Service task.
  - II. Consultant's summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task.
  - III. Other direct charges and expenses by Service task.
  - IV. Other Direct charges and expenses must reflect actual fees versus the Agreement not-to-exceed fees as stated in Attachment One to Schedule(s), Fees and Payments.
  - V. To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy 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 Project schedule in Attachment Two to the Schedule(s), Schedule of Completion, which applies to the specific scope of Services (Schedule of Completion), and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document the Services completed; document the execution of

the tasks described in this Services; and enable the District to evaluate the Consultant's progress and performance towards completion of the Services.

I. 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 2 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. Billing statements, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices to:

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

- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:
  - I. Agreement Number
  - II. Full Legal Name of Consultant/Firm
  - III. Payment Remit-to Address
  - IV. Invoice Number
  - V. Invoice Date (the date invoice is mailed)
  - VI. 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 Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific scope of Services.
- H. District's Project Manager will review Consultant's written invoice within five (5) District business days of receipt, address any questions with Consultant's Contact/Project Officer and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoice amounts within thirty (30) calendar days from date invoice is received by District's Project Manager.
- I. 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.

### **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 Section §1771, et. seq. and the applicable implementing regulations.
- B. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
- C. The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to

any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the 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 to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.
4. **Retention.** Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds twenty thousand dollars (\$20,000), five (5) percent of each statement will be withheld by the District and not paid to Consultant until thirty (30) calendar days after the assigned District representative signs off the final approval for all services/deliverables as stated in the applicable Schedule, Attachment Two to the Schedule(s), Schedule of Completion, and Section Three, subsection 2 of this Agreement.

## SECTION FIVE

### SCHEDULE OF COMPLETION

1. **Performance of Tasks.** Consultant will commence performing the tasks described in the scope of Services of the attached Schedule(s) to this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.
2. **Project Schedule Table.** Consultant will perform and complete the services described in the scope of Service in accordance with the Project Schedule table (Project Schedule) as stated in Attachment Two to the Schedule(s), Schedule of Completion. Consultant will coordinate services with the District to provide the timeline of all tasks and sub-tasks 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 the District.
4. **Project Delays.** The Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Attachment Two to the Schedule(s), Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify the District Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule.

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

## **SECTION SIX**

### **AGREEMENT MODIFICATIONS**

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

## **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. **District Rights.**
  - A. **Suspension:** District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
  - B. **Termination for Convenience:** District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in 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 thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.

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

**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 District, Consultant shall receive compensation based on satisfactory performance, accepted by the District, as follows:

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

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

## **SECTION EIGHT**

### **INDEMNIFICATION**

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

## SECTION TEN

### OWNERSHIP & REUSE OF DELIVERABLES

- 1. District 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 the District 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 the District. Consultant will provide the District 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. Re-Use of Instruments of Service.** If the District desires to re-use 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 the District has already paid Consultant, the District will release the Consultant from any liability incurred by the District from re-using said deliverables.
- 3. Copies of Data.** Copies of data exchanged by, through, and between the District and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the Parties.
- 4. Computer-Generated Material.** Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.
- 5. Work for Hire.** Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to the District by Consultant according to the terms of this Agreement, in or by any medium is deemed to

be “work for hire” according to the copyright laws of the United States and the copyright will belong to the District.

- 6. Copyright Claims.** Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant likewise are bound by these copyright terms. The District 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.** The Santa Clara Valley Water District 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, the 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.** The Consultant’s policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, “Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations,” Title VII of the Civil Rights Act of 1964 as amended; the American’s with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); California Labor Code Sections 1101 and 1102.
- 3. Investigation of Claims.** Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by District. District will refer complaints in writing and Consultant will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, Subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

## SECTION TWELVE

### MISCELLANEOUS PROVISIONS

- 1. Entire Agreement.** This Agreement, which includes the terms and conditions, the Schedule(s), the Attachments to the Schedules, and the attached Appendices, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.
- 2. Formation of Agreement.** Formation of an Agreement between the Parties requires accomplishment of the following: (1) execution of the Agreement by Consultant; (2) submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents; (3) submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable; (4) submission by the Consultant of the QEMS Awareness certification ; (5) submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable; (6) submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable; (7) any other requirements that are deemed necessary by the District, and (8) execution of the Agreement by the District. No contract between the Parties is formed until all eight actions items have been accomplished to the satisfaction of the District. The District Project Manager will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District, if applicable.
- 3. No Assignment.**

  - A. The expertise and experience of Consultant are material considerations for District's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of District 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 the District.
  - 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 the District'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 District policy prohibits the acceptance by District 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 the District.
6. **Audits.** Consultant agrees that the District and its agent(s), have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide the District and its agent(s) with any relevant information requested and will permit the District and its agent(s), access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit such as by a government agency providing the District 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 (3) years after final payment as provide 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 that it is required to provide 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, and 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 the Consultant will provide pursuant to this Agreement, there may be disclosures made to the Consultant of detailed information about the District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
  - B. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.

- C. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors and its Subconsultants authorized by the District to have the information.
- D. Consultant will notify the District 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 the District.
- E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

**11. Release of Information Prohibited.** The Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized District personnel. The 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 the District. 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 the District. 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 the District, 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 the District, 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 the District by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
  - I. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement shall file with the District in

- a manner prescribed by the District Assuming Office Statement. The Assuming Office Statement shall be filed:
- a. Within thirty (30) calendar days of the effective date of this Agreement; and
  - b. Within thirty (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.
- II. 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 the District an amendment to their Form 700 any time there is a change to their disclosure information.
- III. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement that filed an Assuming Office Statement shall file with the District an Annual Statement in a manner prescribed by the District during the District's annual filing season as determined by the District;
- IV. 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 the District a Leaving Office Statement with the District when one of the following occurs:
- a. Upon termination of this Agreement; and
  - b. Within thirty (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 the District's Conflict of Interest Code).
- V. Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), Subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.
- VI. Further, 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 the District is deemed a material breach and may result in termination of the Agreement for cause.

- 13. Task Orders.** As described herein some tasks and services will be assigned to the Consultant through issuance of Task Orders. After said tasks and services to be performed pursuant to this Agreement are identified and communicated to Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order (See Appendix Three to the Standard Consultant Agreement—Task Order Template.) The proposed Task Order must identify the following:
- A. Description of the services, including deliverables;
  - B. The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
  - C. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District's Project Manager;
  - D. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
  - E. Time schedule for completing the services; and
  - F. Copies of applicable state and federal permits required to complete the services, unless previously provided to the District.
    - I. The 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 the District's authorized representative referenced in Appendix One to the Standard Consultant Agreement, Additional Legal Terms (Appendix One) and the Consultant's authorized representative.
    - II. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's authorized representative and notice to proceed has been issued by the District's Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

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

**15. District Quality Environmental Management System (QEMS) Awareness.** As an on-site provider of services that has the potential to result in significant environmental impacts,

Consultant is required to review the QEMS Fact Sheet, which is incorporated herein by this reference hereto (Attachment Four to the Schedule(s), Reference Materials), with any of the employee(s), subcontractor(s), and/or Subconsultant(s) (Staff) performing Services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.

**16. 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 the District 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 the District's name, Consultant shall promptly so inform the District and shall assist the District in obtaining such permits or approvals.

**17. 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.

**18. Non-waiver 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.

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

DISTRICT:

Deputy Officer (as listed in Section 1, of the attached Schedule(s), Scope of Services).

CONSULTANT:

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

**20. Appendices.** The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One—Additional Legal Terms

Appendix Two—Dispute Resolution

Appendix Three—Insurance Requirements

**21. Schedule(s) and Attachments.** Schedule P, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

- Attachment One to Schedule P — Fees and Payments
- Attachment Two to Schedule P — Schedule of Completion
- Attachment Three to Schedule P — Consultant’s Key Staff and Subconsultants
- Attachment Four to Schedule P — Reference Materials

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date it is fully executed by the Parties.

**SANTA CLARA VALLEY WATER DISTRICT**  
“District”

**TODD GROUNDWATER**  
“Consultant”

By: \_\_\_\_\_  
**Barbara Keegan**  
Chair/Board of Directors

By: \_\_\_\_\_  
**Iris Priestaf**  
**President**

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

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

Firm Address:

ATTEST:

**2490 Mariner Square Loop, Suite 215**  
**Alameda, CA 94501**

\_\_\_\_\_  
**Michele King, CMC**  
Clerk/Board of Directors

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

- 1. Conflict of Interest—Future Services.** Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal: (i) for any contract to be awarded for planning and design of percolation ponds or of any project that is related to the services provided pursuant to this Agreement; (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or (iii) for any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.
  
- 2. Dispute Resolution.** If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in Appendix Two of the Standard Consultant Agreement, Dispute Resolution.
  
- 3. Small Business Enterprise (SBE) Participation.** Consultant will maintain its California Department of General Services certified Small/Micro Businesses throughout the duration of this Agreement and include DGS certified Small/Micro Business(es) in the performance of the Services, estimated to be **100%** percent or more of the Total Not-to-Exceed Fees stated in Attachment One, Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

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**APPENDIX TWO TO THE  
STANDARD CONSULTANT AGREEMENT  
DISPUTE RESOLUTION**

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

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

**2. Dispute Resolution.**

A. Alternate Dispute Resolution (ADR)

I. District intends to use 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 borne by District.

**3. Negotiations Before and During Mediation.**

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

**4. Voluntary Mediation.**

A. Initiation of Mediation

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

B. Request for Mediation

I. 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

- I. Upon receipt of a written request for mediation, unless otherwise agreed by the Parties, within fourteen (14) Days, the Parties will confer to select an appropriate mediator agreeable to all Parties.
- II. 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.

D. Qualifications of a Mediator

- I. Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.
- II. 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.

**APPENDIX TWO TO THE  
STANDARD CONSULTANT AGREEMENT  
DISPUTE RESOLUTION**

- E. Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.
- F. Vacancies
  - I. If any mediator becomes unwilling or unable to serve, another mediator will be selected unless the Parties agree otherwise.
- G. Representation
  - I. Any Party may be represented by person(s) of their choice who must have full authority to negotiate.
  - II. The names and addresses of such person(s) must be communicated in writing to both Parties and to the mediator.
- H. Time and Place of Mediation
  - I. The mediator will set the time of each mediation session.
  - II. The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.
  - III. All reasonable efforts will be made by the Parties and the mediator to schedule the first session within sixty (60) Days after selection of the mediator.
- I. Identification of Matters in Dispute
  - I. The 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.
  - II. At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.
- J. Authority of Mediator
  - I. 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.
  - II. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement.
  - III. 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.
  - IV. 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.

**APPENDIX TWO TO THE  
STANDARD CONSULTANT AGREEMENT  
DISPUTE RESOLUTION**

**K. Privacy**

- I. Mediation sessions are private.
- II. The Parties and their representatives may attend mediation sessions.
- III. Other persons may attend only with the permission of the Parties and with the consent of the mediator.

**L. Confidentiality**

- I. Except as provided by California or federal law or regulation: The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.
- II. All records, reports, or other documents received by a mediator while serving as mediator, are confidential.
- III. 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.
- IV. The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
  - a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
  - b. Statements made by the other Party in the course of the mediation proceedings;
  - c. Proposals made or views expressed by the mediator;
  - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

**M. No Stenographic Record**

- I. There shall be no stenographic record of the mediation.

**N. Termination of Mediation**

- I. The mediation shall be terminated:
  - a. By the execution of a Settlement Agreement by the Parties;
  - b. By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
  - c. By a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.
  - d. Exclusion of Liability
- II. No mediator shall be a necessary Party in judicial proceedings related to the mediation.

**O. Interpretation and Application of These Mediation Provisions**

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

**P. Expenses**

- I. The expenses of witnesses for each Party must be paid by the Party producing the witnesses.

**APPENDIX TWO TO THE  
STANDARD CONSULTANT AGREEMENT  
DISPUTE RESOLUTION**

- II. 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 the District is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Consultant and District arising out of this Agreement.

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**APPENDIX THREE TO THE  
STANDARD CONSULTANT AGREEMENT  
INSURANCE REQUIREMENTS**

Please refer to the insurance requirements listed below.

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

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 the District with copies of original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by the District before services commences.** In the event of a claim or dispute, the 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.

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

**REQUIRED COVERAGES**

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

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

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed pursuant to 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.

**APPENDIX THREE TO THE  
STANDARD CONSULTANT AGREEMENT  
INSURANCE REQUIREMENTS**

- f. If the standard ISO Form wording for “OTHER INSURANCE,” or other comparable wording, is not contained in Consultant’s liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by the District, its Directors, officers, employees, agents or volunteers must be in excess of Consultant’s insurance and must not contribute to it.

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

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

**3. Professional/Errors and Omissions Liability** with coverage as indicated:

\$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:
  - (1) Certificate of Insurance shall clearly state that the coverage is claims-made.
  - (2) Policy retroactive date must coincide with or precede the Consultant’s start of services (including subsequent policies purchased as renewals or replacements).
  - (3) Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
  - (4) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.

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

- a. Statutory California Workers’ Compensation coverage covering all work to be performed for the District.
- b. Employer Liability coverage for not less than \$1,000,000 per occurrence.
- c. In accordance with the provisions of Section 3700 of the California Labor Code, Consultant is required to secure Workers’ Compensation insurance for its employees.

**APPENDIX THREE TO THE  
STANDARD CONSULTANT AGREEMENT  
INSURANCE REQUIREMENTS**

Consultant must obtain and keep in full force and effect Workers' Compensation insurance necessary in connection with the performance of this Agreement to protect Consultant and its employees pursuant to the Workers' Compensation Insurance and Safety Act, including coverage pursuant to United States Longshoremen's and Harbor Worker Act, when applicable. Such insurance must be in a standard form and relieve the District of all responsibility. Prior to performing the Scope of Services, Consultant must provide the District with a certificate(s) of insurance evidencing that said requirements are fully in effect in addition to the 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 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 services. 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: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable.)

- 2. Primacy Clause:** Consultant's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
- 3. Cancellation Clause Revision:** The Certificate of Insurance **MUST provide Thirty (30) days notice of cancellation, (ten (10) days notice for non-payment of premium). NOTE: The standard wording in the ISO Certificate of Insurance is *not* acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: ". . . endeavor to . . ." AND ". . . but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
- 4. Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
- 5. Self-Insured Retentions or Deductibles:** 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,

**APPENDIX THREE TO THE  
STANDARD CONSULTANT AGREEMENT  
INSURANCE REQUIREMENTS**

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.

- 6. Subconsultants:** Some of the services pursuant to this Agreement are sublet. Notwithstanding Table IV to this Appendix Four, Subconsultants Insurance Requirements, the Consultant must require each of its Subconsultants of any tier to carry the aforementioned coverages, or Consultants may insure Subconsultants pursuant to its own policies.
- 7. Amount of Liability Not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
- 8. Coverage to Be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
- 9. Waiver of Subrogation:** Consultant agrees on to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
- 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.
- 11. Please mail the certificates and endorsements to:**

**MELISSA MOORE, ASSOCIATE WATER RESOURCES SPECIALIST  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118**

**IMPORTANT: On the certificate of insurance, please note:**

**MELISSA MOORE, ASSOCIATE WATER RESOURCES SPECIALIST  
Ogier Ponds Feasibility Study , CAS No. 4740**

**If your insurance broker has any questions**, please advise him/her to call, the District Risk Management Administrator, David Cahen at (408) 630-2213.

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**1. Representatives.**

- A. The District's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to the District shall be addressed to the District Project Manager.

Melissa Moore  
Associate Water Resources Specialist  
Watershed Stewardship and Planning Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-2596  
E-mail: mmoore@valleywater.org

Afshin Rouhani (District Unit Manager)  
Engineering Unit Manager  
Watershed Stewardship and Planning Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-330-2616  
E-mail: arouhani@valleywater.org

Ngoc Nguyen (Assistant Division Deputy Operating Officer)  
Watershed Stewardship and Planning Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-2632  
E-mail: nnguyen@valleywater.org

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

Sally McCraven (Consultant Project Manager)  
Principal Hydrogeologist  
2490 Mariner Square Loop, Suite 215  
Alameda, CA 94501-1080

Phone: 510-747-6920 ext. 111

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E-mail: smccraven@toddgroundwater.com

Iris Priestaf (Consultant Principal Officer)  
President  
2490 Mariner Square Loop, Suite 215  
Alameda, CA 94501-1080

Phone: 510-747-6920 ext. 109  
E-mail: ipriestaf@toddgroundwater.com

**2. Scope of Services.**

This Schedule P, Scope of Services describes the professional planning or pre-design services to be performed by Consultant for the District's **Ogier Ponds Feasibility Project** (Project). The District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for environmental permitting support, design and/or construction phase engineering support services. The District reserves the right to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize District staff to perform such services.

**3. Project Objectives.**

- A.** Evaluate the potential to use the Site (Figure 1) for managed recharge under the current pond configuration and three alternative configurations by determining potential recharge rates
- B.** Determine the volume of surface water necessary to keep the ponds at a minimum water level for each pond configurations
- C.** Prepare a report documenting the study findings

**4. Project Background.**

The District manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. The District effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy five) miles of streams.

The District conducts managed groundwater recharge using local and imported surface water released to various streams and recharge ponds throughout Santa Clara County. The intent of this study is to explore the feasibility of using the Ogier Ponds for groundwater recharge facilities in their current configuration or alternative configurations. This Agreement represents one element of a larger feasibility study. The Ogier Ponds are a series of on-

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channel ponds located within a 368 acre parcel owned by Santa Clara County (County) and administered by the County Parks and Recreation Department (SCC Parks). The project area for this feasibility study coincides with this parcel and is herein after referred to as the Site (Figure 1).

Prior to 1997, the Ogier Ponds (originally gravel mining pits) were separated from the mainstream of Coyote Creek by a levee, which eroded after a series of high flows. Subsequently, the mainstream of Coyote Creek was routed through four mining pits and this condition persists today. This study will evaluate the Site's recharge potential by analyzing localized geology, hydrogeology, and hydrology, including the hydraulic connection between surface water and groundwater. This study will also evaluate the compatibility of recreation and managed recharge at the Site, including potential water quality concerns, as well as the volume of water required to maintain the ponds and potential non-groundwater sources. This study will evaluate these issues for the current pond configuration and for three alternative pond configurations that will be developed by the Consultant.

The District has entered into a partnership agreement with SCC Parks to investigate the feasibility of separating the main stem of Coyote Creek from the on-channel ponds. Recreation is the primary mission for SCC Parks. While this study will focus on recharge potential and water needs for the ponds, it should be noted that the ponds currently do, and in any future condition will continue to, support recreation.



Figure 1. Ogier Ponds

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**5. General Assumptions and Requirements.**

The following is a list of general assumptions:

- A. 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 the District and Project requirements.
- B. Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- C. Review of Deliverables.** The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.
- D. District Quality Environmental Management System.** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. If requested, the Consultant will perform some of the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the DPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- E. Consultant Responsibility.** Consultant, with its expertise in the provision of the listed services, 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 Article 2, Scope of Services.
- F. Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.
- G. File Exchange Service.** Consultant will provide a file exchange service to facilitate communications; particularly of large files over three (3) megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work.

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Consultant may need to work with District's Information Technology Unit to address any firewall issues and/or permissions required to allow for these communications.

### **6. Planning Phase Tasks.**

#### **Task 1—Data and Literature Review.**

The purpose of this Task 1 is to review existing information to establish environmental existing conditions as they pertain to water budget and percolation analysis and define and confirm the problems and deficiencies. The Consultant shall review and organize references and data provided by the District to establish existing conditions and identify data gaps or limitations to address the established project objectives (Section 3).

#### **Task 1—Deliverables.**

None.

#### **Task 1—Assumptions.**

1. It is assumed that the District will provide the following, at a minimum:
  - a. For the Entire Coyote Subarea including Anderson Reservoir - groundwater levels, well construction, stream gage, and weather station data;
  - b. For the Project Site and an area of approximately ½ mile surrounding the Site - well logs, geophysical logs, pond water level, topographic, and bathometric data;
  - c. Water quality testing data of the ponds, creek, Anderson Reservoir, and groundwater (within ½ mile of the Site);
  - d. Relevant references and data on site hydrologic and hydrogeologic conditions;
  - e. Relevant mine owner data and studies;
  - f. Relevant GIS shape and AutoCAD files;
  - g. Any other data and reports relevant to the Ogier Ponds Feasibility Project;
2. To the extent feasible, the District will provide electronic files such as Microsoft Excel and Access; and
3. For scheduling purposes, two (2) weeks are allocated for the District to provide requested data.

#### **Task 2—Project Management/Field Data Collection Work Plan and Work Plan Implementation.**

The purpose of this subtask is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Attachment One to Schedule P,

## **SCHEDULE P SCOPE OF SERVICES**

Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule P, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet the District and Project requirements.

### **Subtask 2.1 Site Reconnaissance Visit.**

An initial site visit will be conducted to identify field program constraints; access for vehicles associated with field activities; facilities such as water, power, cell reception, and rest rooms; potential sites for field activities; and potential sites for onsite spreading of fluids and soils.

#### **Subtask 2.1—Deliverables.**

1. Notes documenting site visit conversations and observations and a map depicting inspection observations

#### **Subtask 2.1—Assumptions.**

1. District and SCC Parks personnel will be available onsite to identify facilities and field work constraints and considerations.
2. Subcontractors conducting geophysical surveys and basin alternatives development will attend the initial site reconnaissance visit.

### **Subtask 2.2 Prepare Field Data Collection Work Plan.**

The Consultant will prepare a Field Data Collection Work Plan describing the proposed field work. The purpose of the field program is to characterize the stratigraphy/lithology of the vadose zone; document groundwater levels and water quality; assess surface water/groundwater interaction, identify optimal sites for alternative pond locations, estimate percolation rates and storage capacities of existing and proposed new pond configurations, and estimate the volume of water necessary to maintain the ponds. The plan will describe in detail the locations and methods of field investigations. The plan will also describe methods for solids and liquids disposal and include a Site Safety Plan. In addition to the Todd Site Safety Plan, each subcontractor conducting activities at the site will also prepare a Site Safety Plan. The preliminary proposed Work Plan tasks are described below.

### **Subtask 2.3 Field Coordination.**

The Consultant will coordinate field activities, determine field investigation locations, prepare specifications for the field activities, contact the subcontractors, inform the District and SCC Parks of all planned field activities, log borings, collect soil samples, supervise selected field activities, and ensure that all field personnel are aware of any Site constraints and the District's Quality and Environmental Management System. Vadose zone and groundwater related work will be performed under the supervision of a registered professional geologist licensed by the State of California. The Consultant and Subcontractors will maintain logs of all field activities.

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**Subtask 2.3—Deliverables.**

1. The Consultant will prepare notes documenting field meetings.

**Subtask 2.3—Assumptions.**

1. The Consultant and Subconsultants will have access to the Site for twelve (12) hours per work day.

**Subtask 2.4 Surface Geophysical Survey Program.**

The purpose of the surface geophysical surveying program is for Consultant to characterize vadose zone lithology of non-ponded open areas across the Site and to identify the extent and thickness of permeable and impermeable lithologic units in the vadose zone and identify favorable and unfavorable areas for future recharge ponds. Consultant will develop and conduct the surface geophysics program utilizing a combination of methods (including shallow electrical resistivity, seismic refraction, and multi-analysis of surface waves [MASW] methods) to account for limitations of singular surveying methods. Results will provide a better understanding of the stratigraphy/lithology of vadose zone sediments, depth to the groundwater, direction for siting CPTs, and a general assessment of areas where alternative ponds may be sited.

Consultant shall map shallow electrical resistivity using the Geometrics® OhmMapper resistivity meter, which allows for efficient data collection. The OhmMapper tool provides high resolution resistivity data down to approximately 20 feet below ground surface (ft-bgs) and thus can be used to preliminarily identify favorable and unfavorable areas based on near-surface lithology. Consultant shall use seismic refraction and MASW to confirm lithology of vadose zone sediments below 20 ft-bgs. Both seismic refraction and MASW can be structured to measure permeability contrasts in fairly specific zones or depths. These data will be useful for extending shallow subsurface interpretations to the water table. Consultant shall ensure the Field Program Technical Memorandum that will be prepared pursuant to subtask 2.7 and the Ogier Ponds Feasibility Technical Memorandum that will be prepared under subtask 3.5 include geophysical survey results.

The Consultant, geophysical Subcontractor (Ninyo & Moore), District and SCC Parks staff will discuss site constraints and geophysical program logistics and lay out the proposed geophysical lines at the initial site reconnaissance visit. Consultant shall ensure its Subcontractor (Ninyo & Moore) develops and conducts the geophysical program.

**Subtask 2.4—Deliverables.**

1. Notes from initial field reconnaissance visit

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2. All associated field data
3. Surface Geophysics Program
  
4. The geophysical survey results will be presented in the Field Program Technical Memorandum and the Ogier Ponds Feasibility Technical Memorandum.

**Subtask 2.4—Assumptions.**

1. The District will acquire any necessary access agreements or permits to conduct the geophysical testing.
2. The District and SCC Parks staff will be available for an initial site reconnaissance visit at the site.
3. No special accommodations, i.e., fencing, access restriction, etc., will be necessary to address endangered species.
4. No special accommodations, i.e., fencing, access restriction, will be necessary to address endangered species.
5. The Site will be accessible for up to twelve (12) hours per day.
6. There is cell reception onsite.
7. Shallow resistivity profiles up to 18,000 lineal feet were assumed
8. It is assumed that the consultant will use detailed profiles covering up to 5,000 feet of seismic refraction lines and 10 to 12 MASW soundings to characterize potentially favorable areas based on shallow resistivity data.

**Subtask 2.5 Cone Penetrometer Testing and Installation of Piezometers (10 CPTs to 60 feet each, 8 piezometers).**

The purpose of the Cone Penetrometer Testing (CPT) soundings and piezometers is for the Consultant to characterize site lithology, depth to groundwater and occurrence of perched groundwater and to determine the locations of shallow monitoring wells. Consultant will place one monitoring well near a CPT sounding for verification of lithology, depth to groundwater, and perched groundwater. Consultant shall distribute CPTs across the Site to assess the extent, thickness, connection of coarse-grained sediments indicative of the ability of recharge water to infiltrate to the saturated zone. CPTs measure geotechnical parameters such as tip resistance, sleeve friction, and pore water pressure. The relationship between the tip resistance and friction ratio correlates to a sediment type and density.

Consultant shall use its best efforts to advance the CPTs to 60 feet; however, the District understands that some variability in depth achieved may occur due to the occurrence of thick sequences of cobbles or very dense materials, which can limit use of the CPT soundings at some locations.

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The Consultant will identify and stake the CPT locations and have an underground utility survey conducted to clear the sites. Consultant's Subcontractor will hand-auger the boring locations to a depth of five (5) feet. The Subcontractor will conduct the CPT soundings and the Consultant will be onsite during the soundings to supervise and direct the work. A site safety meeting will be held in the morning before each day of work.

A maximum of ten (10) CPT soundings extending to a maximum of 60 feet ft-bgs will be prepared by the Consultant. Consultant will install up to 8 pre-packed ¾-inch piezometers in the CPT holes, backfilled, and completed with eight (8) inch flush well completion boxes. The CPT holes, not completed as piezometers, will be grouted by the Consultant to eliminate a connection between the ground surface and groundwater. Consultant shall present the results of the CPT and piezometer work in a Field Program Technical Memorandum and Ogier Ponds Feasibility Technical Memorandum.

The Consultant will conduct a pre-CPT soundings field meeting at the Site with the Subcontractor (Gregg Drilling), District, and SCC Parks staff to discuss CPT locations, site constraints, and program logistics.

### **Subtask 2.5—Deliverables.**

1. Notes documenting the pre-CPT soundings field meeting
2. All associated field data drilling logs describing geologic formation
3. Ten (10) CPT Borings and Soundings and up to eight installed (8) ¾-inch piezometers
4. Results of the CPT and piezometer work will be presented in the Field Program Technical Memorandum that will be prepared pursuant to subtask 2.7 and the Ogier Ponds Feasibility Technical Memorandum that will be prepared under subtask 3.5.

### **Subtask 2.5—Assumptions.**

1. The District will acquire any needed access agreements and permits for the CPT and piezometer installation work.
2. The District and SCC Parks staff will be available for the pre-program field meeting.
3. The District will monitor groundwater levels, either with transducers or monthly manual measurements and will provide the data to the Consultant.
4. The Consultant shall conduct utility clearance prior to CPT work.
5. The CPT rig can access the sites with no site modifications. Site accessibility will be considered with siting the sounding locations.
6. A maximum of ten (10) CPT soundings will be advanced to a maximum depth of 60 (sixty) feet; up to eight (8) ¾-inch piezometers will be installed.
7. Full advancement of CPTs may be prevented by cobbles and dense materials.

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8. There is a source of water onsite that may be accessed.
9. Any cuttings or groundwater recovered can be disposed onsite.
10. The Site will be accessible for up to twelve (12) hours per day.
11. No special accommodations, i.e., fencing, access restriction, etc., will be necessary to address endangered species.
12. There is cell reception onsite.

### **Subtask 2.6 Install Three Shallow Monitoring Wells (up to 60 feet deep)**

The purpose of drilling and installing of three (3) water table monitoring wells by the Consultant is to characterize the unsaturated zone, and document groundwater levels and available storage in the upper portion of the aquifer where mixing between infiltrating water and groundwater will occur. The installation of permanent monitoring wells will allow for tracking of baseline water levels and quality and (depending on the location of future recharge basins) changes in water levels associated with MAR.

The Consultant will identify and stake the well locations and will have an underground utility survey conducted to clear the sites. Consultant's drilling subcontractor with a C-57 contractor license, will drill, construct, and develop the wells and the Consultant will be onsite to supervise and direct drilling and well construction work and log the bore holes. Consultant's drilling subcontractor will develop the wells with the Consultant communicating (via telephone) with the Subcontractor to ensure adequate development. A site safety meeting will be held by the Consultant and its drilling Subcontractor in the morning before each day of work.

The monitoring wells will have the general construction described below (which will be conducted by the Consultant), with exact placement of screened interval to be determined by the conditions and materials encountered during drilling and the record of water levels observed in the nearby monitoring wells located next to the old Coyote Creek location prior to the berm break, in consultation with the District.

The wells will be comprised of two (2) inch diameter Schedule 40 PVC to a maximum of sixty (60) ft-bgs, with a maximum screened interval of fifty (50) feet, using the hollow stem auger (HSA) drilling method. The Consultant's drilling subcontractor will hand-auger well sites to a depth of five (5) feet. The Consultant will describe the lithology using the Unified Soil Classification System (USCS) based on auger cuttings. The Consultant's drilling subcontractor will develop the monitoring well to remove sediment and the clear well screen and filter pack of suspended sediments so that the monitoring wells yield clear water (turbidity measured at 5 NTU or less).

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The wells will be completed with an eight (8) inch grade-level well boxes. The Consultant will combine the pre-CPT and pre-well drilling meetings into one meeting. The Consultant will conduct the meeting at the Site with the Consultant's drilling subcontractor, District, and SCC Parks staff to discuss the well locations, site constraints, and program logistics.

### **Subtask 2.6—Deliverables.**

1. Notes documenting the combined pre-CPT/well drilling field meeting
2. All associated field data drilling logs describing geologic formation
3. Results of the well drilling and sampling work will be presented in the Field Program Technical Memorandum and Ogier Ponds Feasibility Technical Memorandum

### **Subtask 2.6—Assumptions.**

1. The District will acquire any needed access agreements and permits for the wells and satisfy the SCC Parks will satisfy any California Environmental Quality Act (CEQA) requirements related to well construction.
2. District and SCC Parks staff will be available for the pre-CPT/well drilling site meeting.
3. The District will either install transducers in the wells or will manually collect groundwater levels weekly and provide the data to the Consultant.
4. The Consultant shall conduct utility clearance prior to well drilling work.
5. The drill rig can access the sites with no site modifications. Site accessibility will be considered with siting the well location.
6. The 2-inch diameter Schedule 40 PVC wells will be installed to a maximum of sixty (60) ft-bgs with a maximum of 50 feet of screen.
7. There is a source of water onsite that may be accessed.
8. Any cuttings or groundwater recovered can be spread onsite.
9. The Site will be accessible for up to twelve (12) hours per day.
10. It is assumed that no sound abatement walls will need to be installed around the drilling sites.
11. No special accommodations, i.e., fencing, access restriction, etc. will be necessary to address endangered species.
12. . It is assumed that soil cuttings and development and purge water may be spread onsite. It is assumed that no sound abatement walls will need to be installed around the drilling sites.
  
13. There is cell phone reception onsite.

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### **Subtask 2.7 Field Program Technical Memorandum - Summary of Field Program Findings and Recommendations.**

Consultant shall document the field program described in Subtasks 2.1 through 2.6 in a Field Program Technical Memorandum. This memorandum will document field activities, results, and findings and will make recommendations on whether to continue with the remaining field tasks. The Consultant shall present the rationale for the selected geophysical profile, CPT, piezometer, monitoring well, percolation (if recommended), and infiltration (if recommended) test locations and prepare maps of field investigation locations. This memorandum shall contain geophysical program profiles, CPT logs, a Department of Water Resources (DWR) well completion reports for the new monitoring wells, well lithology logs, cross sections, and groundwater level, stream gage, and pond elevation data. At least one (1) groundwater elevation contour map will be included. This memorandum will also identify data gaps and provide recommendations for filling data gaps. The District will provide one set of comments on the Draft Field Program Technical Memorandum within four (4) weeks. The Consultant will address District's comments and incorporate them into the Final Field Program Technical Memorandum.

#### **Subtask 2.7—Deliverables.**

1. One draft and one Final Field electronic copy (Word and PDF) of Field Program Technical Memorandum
2. All data related to the field program in electronic format, including field results, GIS shape files, spreadsheets, and databases

#### **Subtask 2.7—Assumptions.**

1. For scheduling purposes, the District review period is four (4) weeks.
2. The District will provide one set of compiled edits and comments.

### **Subtask 2.8 Percolation Testing (3 tests).**

The purpose of the Consultant conducting the percolation tests is to provide information for comparison of potential alternative pond sites. The actual duration of the test will depend on test results.

Three (3) percolation tests shall be conducted by the Consultant in three (3) borings. Each boring will be approximately eight (8) inches in diameter and augered to a minimum depth of three (3) feet. After drilling by the Consultant or its subcontractor, if the materials exposed appear stable, the test will be conducted open-hole. If the materials do not appear stable, Consultant shall place a four (4) inch diameter perforated PVC pipe in the center of the hole and then place gravel around the pipe. A pre-soak period will consist of an approximately two (2)

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foot height of water added to the hole to pre-soak the materials. The length of pre-soak will be dependent on the materials exposed and rate of dissipation but will generally be twenty-four (24) hours or less. After pre-soaking, Consultant will adjust the water level to approximately one (1) foot above the bottom of the hole and begin the test. Readings will be performed by the Consultant at fifteen (15) or thirty (30) minute intervals (depending on rate of infiltration) and after each reading, water will be added to re-establish the initial water height. Measurements will continue until the variation in percolation rate is ten (10) percent or less over consecutive reading intervals.

Based on the geophysical testing, CPTs, and well borings, the Consultant will select and mark locations for the ring percolation testing. Consultant's subcontractor (i.e. currently Ninyo & Moore) will conduct the percolation testing. The Consultant will not be onsite during testing, but will provide direction via telephone communications.

The pre-percolation test meeting will be combined with the initial site reconnaissance meeting. The Consultant will conduct the combined site reconnaissance/pre-percolation meeting at the Site with its subcontractor (Ninyo & Moore), District, and SCC Parks staff to discuss test locations, constraints, and program logistics.

### **Subtask 2.8—Deliverables.**

1. Notes documenting the combined site reconnaissance/pre-percolation field meeting
2. All associated field data
3. Results of the percolation testing will be presented in the Ogier Ponds Feasibility Technical Memorandum that will be prepared under subtask 3.5.

### **Subtask 2.8—Assumptions.**

1. The District will acquire any needed access agreements and permits related to the percolation testing.
2. District and SCC Parks staff will be available for the combined site reconnaissance/pre-percolation test field meeting.
3. Three (3) percolation tests will be conducted.
4. There is access to the site for field equipment without modifications to the site.
5. There is a source of water onsite that may be accessed.
6. Any soil or surface materials recovered can be spread onsite.
7. The Site will be accessible for up to twelve (12) hours per day.
8. No special accommodations, i.e., fencing, access restriction, etc. will be necessary to address endangered species.

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9. The modified method described under section 2.8 is considered better than the strict ASTM D 3385-94 method as it tests percolation at relatively deeper depths.
10. There is cell phone reception onsite.

**Subtask 2.9 One-Week Infiltration Test (1 test)**

Based on the previously described field investigations, a preferred site for a new recharge basin will be identified where one (1) one (1) week field infiltration test will be performed by Consultant. The purpose of the test will be to provide a correlation between lithology and infiltration capacity of near-surface sediments. Test results will be used by the Consultant to calculate a planning-level recharge rate to support conceptual basin designs.

While dependent on an available water source and maximum water delivery rate, the infiltration test requires the Consultant to construct a temporary test infiltration basin, add water into the test basin, and monitor the water volume added and ponded water height over an approximately one (1) week or five (5) day period.

The test infiltration basin is constructed using a backhoe. Test monitoring equipment includes a totalizing flowmeter connected to the hose bib at the water source; a water hose between the water source and the test infiltration pit and a float valve to control discharge; and a staff gage in the basin to allow for measurement of ponded water depth. During testing, the infiltration test site will be secured by the Consultant with temporary construction fencing to ensure public safety and to prevent vandalism. At the completion of infiltration testing, the test basin will be backfilled by Consultant with the native excavated material, and the site would be returned to its original, pre-disturbed condition. The Consultant will design and setup the infiltration test. The District will provide a staff members to check the site daily and ensure that the equipment is operating properly and no vandalism has occurred.

The Consultant will conduct a pre-infiltration test meeting at the Site with the District and SCC Parks staff to discuss the test location, site constraints, and program logistics.

**Subtask 2.9—Deliverables.**

1. Notes documenting the pre-infiltration field meeting
2. Results of the infiltration testing will be presented in the Ogier Ponds Feasibility Technical Memorandum prepared under subtask 3.5.

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### **Subtask 2.9—Assumptions.**

1. The District will acquire any needed access agreements and permits related to the one-week infiltration testing and any permitting associated with pumping water from the creek or ponds.
2. District and SCC Parks staff will be available for the pre-infiltration test field meeting.
3. District staff will man the test providing daily checks that equipment is operating properly and no vandalism has occurred.
4. One (1) long-term (maximum 5 days) long-term infiltration test will be conducted.
5. The Consultant will provide the equipment and setup of the test.
6. Water from Coyote Creek or the ponds will be available to supply the test.
7. The site is accessible to the field equipment without modifications of the site.
8. Any soil or surface materials recovered can be spread onsite.
9. No landscaping or revegetation is required
10. The Site will be accessible for up to twelve (12) hours per day.
11. No special accommodations, i.e., fencing, access restriction, etc. will be necessary to address endangered species; although construction fencing will be installed around the test site for safety and security.
12. There is cell phone reception onsite.

### **Subtask 2.10 Project Management and General Project Meetings.**

The purpose of this subtask is to ensure that the project schedule and budget are met and that any problems or bottle necks are quickly addressed and resolved. This subtask will cover project administration and communication among the Consultant, Subcontractors (CWE, Ninyo & Moore and Gregg Drilling), SCC Parks, and the District. Key program management elements include:

1. Project Management Plan,
2. Communications/Meetings,
3. Regular Project Progress Reports, and
4. Quality Assurance/ Quality Control (QA/QC).

The Consultant will develop a Project Management Plan (PMP) outlines the goals, scope, detailed schedule and deliverables (milestones), staffing plan including task breakdown and staff assignment of responsibilities, and budgeted hours/costs for each task, which is distributed all project team members. The schedule may be revised as the project proceeds.

The Consultant will conduct ongoing communications during the project by email, conference calls, online meetings and in-person meetings to ensure that information is appropriately shared

## **SCHEDULE P SCOPE OF SERVICES**

with the District, SCC Parks, and team members. The Consultant will conduct two (2) in-person meetings including one (1) startup meeting to introduce the project team, identify key contacts, and review strategies, task sequencing, project schedule, and budget and two (2) teleconferences during the projects for general overviews and updates related to the project. Monthly meetings/conference calls will be scheduled to discuss ongoing project activities.

### **Subtask 2.10—Deliverables.**

1. Meeting agenda, minutes, and presentations
2. Conference call notes and attendees

### **Subtask 2.10—Assumptions.**

1. Two (2) in-person and two (2) conference calls to discuss general project issues
2. Monthly conference calls/meetings
3. Additional meetings are proposed associated with individual tasks

### **Subtask 2.11 Monthly Progress Reports.**

The Project Manager will provide monthly project progress reports, which will include:

1. an assessment of actual versus planned progress in completing services, including a description of the tasks and deliverables completed to date;
2. for each task, the percentage of the fees incurred for the task compared to the not-to-exceed dollar amount allocated to the task;
3. a statement that all tasks shall be completed within the agreed upon not-to-exceed total amount of the contract;
4. a statement of progress towards completion of the services relative to the proposed schedule;
5. identification of any out-of-scope services;
6. level of Small Business Enterprise (SBE) participation;
7. action items for the Todd team, District, and SCC Parks to keep the project on schedule and within budget; and
8. any changes in key staff assigned to the project.

### **Subtask 2.11—Deliverables.**

1. Monthly Progress Report

### **Subtask 2.11—Assumptions.**

1. The monthly progress report will be delivered with the draft monthly invoice

## **SCHEDULE P SCOPE OF SERVICES**

2. The District Project Manager will review the Monthly Progress Report and draft invoice within five (5) working days.

### **Task 3— Evaluation of Managed Recharge Potential and Water Budget.**

The purpose of this Task 3 is for Consultant to develop a water budget for the Ogier ponds in the current configuration and three alternative configurations which includes an evaluation of their recharge potential.

#### **Subtask 3.1 Data Management and Analysis.**

The Consultant shall use Geographical Information System (GIS) geodatabase structure for the management and plotting of a geographic information relating to the project including:

1. Topographic and bathymetric data;
2. Geophysical profiles, CPT, boring, well, stream gauge, pond elevations, cross sections, infiltration testing locations and proposed alternative pond locations;
3. Surficial geology;
4. Soil survey data;
5. Surface water bodies and pit locations;
6. Groundwater elevation data;
7. Percolation and infiltration testing results;
8. Mapped geologic structures, i.e. faults etc.; and
9. Information from previously completed studies.

The Consultant will prepare maps illustrating these various properties including maps showing areas that appear most favorable for alternative pond locations based on the field investigations.

The Consultant shall prepare Hydrographs illustrating seasonal fluctuations in groundwater levels relative to pond water levels, precipitation, stream elevations, and stream flow. At least one (1) groundwater elevation contour map will be prepared.

The Consultant shall prepare cross sections illustrating CPT soundings, well boring lithology, percolation and infiltration results, well construction and water level data, and geophysical profiles. The Consultant shall also prepare cross sections showing the relationships among the existing and alternative pond configurations, Coyote Creek and the groundwater table under current and simulated recharge operations.

#### **Subtask 3.1—Deliverables.**

1. Results of this subtask will be provided in Ogier Pond Recharge Technical Memorandum prepared under subtask 3.5

## **SCHEDULE P SCOPE OF SERVICES**

2. All data related to data analysis in electronic format, including field results, GIS shape files, spreadsheets, and databases

### **Subtask 3.1—Assumptions.**

1. None

### **Subtask 3.2 Identification of Alternative Pond Configurations.**

Based on the data and literature review, field investigation, and consultation with the District, the Consultant shall identify optimal locations for three new alternative pond configurations. The Consultant will develop conceptual drawings of alternative pond configurations and provide information on related pond surface area and infiltration capacity.

### **Subtask 3.2—Deliverables.**

1. Conceptual maps of alternative pond configurations
2. The alternative pond configurations will be described in the Ogier Pond Feasibility Technical Memorandum prepared under subtask 3.5.

### **Subtask 3.2—Assumptions.**

1. The District and SCC Parks will identify any site limitations for alternative pond configuration siting and design.
2. The District and SCC Parks will provide input on conceptual pond siting and layouts to be included on the three alternative pond configurations.
3. The District will provide detailed topographic and bathymetric data for the 368 acres site in AutoCAD and ArcGIS formats.
4. The District will provide a survey for the existing site.

### **Subtask 3.3 Estimation of Recharge Rates and Potential.**

This subtask includes the analysis, design, and planning necessary to support the evaluation of site recharge potential. The District will install and monitor two stream gages located immediately upstream and downstream of the existing ponds and pond water level recorders and provide these data to the Consultant. The difference between outflow and pond storage will equal the water lost to infiltration and evaporation. The Consultant will calculate the evaporation losses based on pond surface area, temperature, and relative humidity. The Consultant shall estimate the volume of water necessary to maintain the existing ponds under conditions encountered during the duration of gage and pond level monitoring. The District and/or SCC Parks shall provide the minimum acceptable water levels in the ponds.

## **SCHEDULE P SCOPE OF SERVICES**

The Consultant shall estimate the recharge potential of the three (3) alternative pond configurations based on the field investigation program and proposed pond sizes and depths.

### **Subtask 3.3—Deliverables.**

1. The existing and alternative pond recharge potential will be described in the Ogier Pond Feasibility Technical Memorandum.

### **Subtask 3.3—Assumptions.**

1. The District and/or SCC Parks shall identify the minimum acceptable existing pond elevations.
2. The District installs and monitors the two stream gages and pond level meters and provide this monitoring data to Consultant.

### **Subtask 3.4 Average Annual Water Budget.**

Average annual water budgets for each pond configuration will be estimated by the Consultant. The averaging period will include wet and dry years and the budget will account for all flows onto and out of the ponds including diversions into the ponds, recharge to groundwater, evapotranspiration and phreatophyte loses, and down gradient surface water/groundwater interaction.

### **Subtask 3.4—Deliverables.**

1. The annual water budgets will be described in the Ogier Pond Feasibility Technical Memorandum prepared under subtask 3.5.

### **Subtask 3.4—Assumptions.**

1. Water budgets will be prepared for each of four (4) pond configurations.

### **Subtask 3.5 Ogier Pond Recharge Feasibility Technical Memorandum.**

The Consultant will document all of the field program and analyses used to characterize the Ogier Ponds site recharge potential in a Technical Memorandum. The memorandum will document all key field activities, results, findings, and recommendations and will include the Field Program Technical Memorandum as an appendix or by incorporation into the text. The memorandum will provide conclusions on the feasibility of MAR at the site and suitable locations for alternative pond configurations, and estimates of the recharge rates and amount of flows needed to maintain the existing ponds. Knowledge gaps and recommendations for additional

**SCHEDULE P  
SCOPE OF SERVICES**

investigations will be presented. The District will review the Draft memorandum in four (4) weeks and will provide one set of comments on the Draft Technical Memorandum and the Consultant will incorporate comments into a Final Technical Memorandum.

The Consultant will conduct one in-person meeting to present the feasibility study results.

**Subtask 3.5—Deliverables.**

- Meeting agenda, minutes, and presentation
- Draft Ogier Ponds Recharge Feasibility Technical Memorandum (in Microsoft Word and Adobe PDF formats)
- Final Ogier Ponds Recharge Feasibility Technical Memorandum (in Microsoft Word and Adobe PDF formats, and two hard copies)
- All data related to the study in electronic format including field and laboratory results
- GIS shapefiles and geodatabase

**Subtask 3.5—Assumptions.**

- For scheduling purposes, we assume four (4) weeks for District review.
- The District will provide one set of compiled edits and comments.

**7. Attachments.** The following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One to Schedule P—Fees and Payments  
Attachment Two to Schedule P—Schedule of Completion  
Attachment Three to Schedule P—Consultant’s Key Staff and Subconsultants

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**ATTACHMENT ONE  
TO SCHEDULE P  
FEES AND PAYMENTS**

**1. Total Authorized Funding.**

Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of **\$257,445** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

**2. Cost Breakdown.**

The NTE total compensation of this Agreement consists of the following task/subtask fee breakdown.

**COST BREAKDOWN**

<b>Task/Subtasks</b>	<b>Description</b>	<b>Not-to-Exceed Fees</b>
Task 1	Data and Literature Review	\$7,801
Subtask 2.1	Site Reconnaissance Visit	\$9,066
Subtask 2.2	Prepare Field Data Collection Work Plan	\$10,740
Subtask 2.3	Field Coordination	\$6,160
Subtask 2.4	Surface Geophysical Survey Program	\$32,740
Subtask 2.5	CPT Testing and Installation of Piezometers	\$26,214
Subtask 2.6	Install Three (3) Shallow Monitoring Wells	\$21,294
Subtask 2.7	Field Program Technical Memorandum - Summary of Field Program Findings and Recommendations.	\$19,530
Subtask 2.8	Percolation Testing	\$7,560
Subtask 2.9	One-Week Infiltration Test	\$6,849
Subtask 2.10	Project Management and General Project Meetings	\$12,556
Subtask 2.11	Monthly Progress Reports	\$7,920
Subtask 3.1	Data Management and Analysis	\$39,059
Subtask 3.2	Identification of Alternative Pond Configurations	\$17,933
Subtask 3.3	Estimation of Recharge Rates and Potential	\$5,600
Subtask 3.4	Average Annual Water Budget	\$1,640
Subtask 3.5	Ogier Pond Recharge Feasibility TM	\$24,783
<b>Total Not-to-Exceed Fees</b>		<b>\$257,445</b>

**ATTACHMENT ONE  
TO SCHEDULE P  
FEES AND PAYMENTS**

**3. Terms and Conditions.**

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

- A. The District 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.
- B. The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the Effective Date of this Agreement, and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the Effective Date of this Agreement. Both Parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Supply Division Deputy Operating Officer.
- C. **Reimbursable Expenses.** All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies. These other direct expenses will be billed on a monthly basis at actual cost plus 5% percent linked to each Agreement Task, as approved by the District's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. Any equipment purchased on behalf of the District that cost \$50 or more must receive the prior written approval of the District Project Manager. All equipment that the District is invoiced for becomes the property of the District when the Consultant is reimbursed for the amount it paid for that equipment.

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**ATTACHMENT TWO  
TO SCHEDULE P  
SCHEDULE OF COMPLETION**

**HOURLY/UNIT RATE TABLE**

CLASSIFICATION/STAFF	HOURLY/UNIT RATE	
<b>Consultant: Todd Groundwater</b>		
Principal		\$220
Project Manager		\$220
Senior Hydrogeologist		\$200
Staff Geologist/Hydrogeologist		\$150
Graphics/GIS		\$110
Admin Support		\$100
<b>Subconsultant: CWE</b>		
Principal		\$227
Senior Project Manager		\$218
Project Manager		\$194
Senior Engineer		\$156
Project Engineer		\$137
Design Engineer		\$92
Admin Support		\$75
<b>Subcontractor: Ninyo &amp; Moore</b>		
Principle Engineer/Geologist/Environmental Scientist		\$168.00
Senior Engineer/Geologist/Environmental Scientist		\$164.00
Senior Project Engineer/Geologist/Environmental Scientist		\$160.00
Project Engineer/Geologist/Environmental Scientist		\$156.00
Senior Staff Engineer/Geologist/Environmental Scientist		\$141.00
Staff Engineer/Geologist/Environmental Scientist		\$128.00
GIS Analyst		\$114.00
Technical Illustrator/CAD Operator		\$86.00
Information Specialist		\$73.00
Data Processing, Technical Editing, or Reproduction		\$64.00
Field Operations Manager		\$104.00
<b>Subcontractor: Gregg Drilling</b>		
Mob/Demob – CPT Rig	is	\$550.00
Per Diem/Daily Travel	Day	\$175.00
CPTu Testing / Sampling	Day	\$3,500.00
Prevailing Wage surcharge	Hour	\$35.00
Mob/Demob – Drill Rig	is	\$1,100.00

**ATTACHMENT TWO  
TO SCHEDULE P  
SCHEDULE OF COMPLETION**

CLASSIFICATION/STAFF	HOURLY/UNIT RATE	
Drill Rig Operating Rate	Day	\$2,600.00
Materials to backfill soil borings	Foot	\$5.00
55-Gallon DOT Drums	Each	\$65.00
¾-inch Piezometer well materials	Foot	\$6.00
Smeal Rig - Mob/Demob	is	\$500.00
Smeal Rig Operating rate	Day	\$1,500.00

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**ATTACHMENT TWO  
TO SCHEDULE P  
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 Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **October 15, 2017**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

**PROJECT SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Duration from Notice to Proceed (months)</b>
Task 1	Data and Literature Review	1
Subtask 2.1	Site Reconnaissance Visit	1
Subtask 2.2	Prepare Field Data Collection Work Plan	1
Subtask 2.3	Field Coordination	3
Subtask 2.4	Surface Geophysical Survey Program	3
Subtask 2.5	CPT Testing and Installation of Piezometers	2
Subtask 2.6	Install Three (3) Shallow Monitoring Wells	3
Subtask 2.7	Field Program Technical Memorandum – Summary of Filed Program Findings and Recommendations	3
Subtask 2.8	Percolation Testing	3
Subtask 2.9	One-Week Infiltration Test	4
Subtask 2.10	Project Management and General Project Meetings	9
Subtask 2.11	Monthly Progress Reports	8
Subtask 3.1	Data Management and Analysis	9
Subtask 3.2	Identification of Alternative Pond Configurations	3
Subtask 3.3	Estimation of Recharge Rates and Potential	6
Subtask 3.4	Average Annual Water Budget	7
Subtask 3.5	Ogier Pond Recharge Feasibility TM	9

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**ATTACHMENT FOUR  
TO SCHEDULE P  
REFERENCE MATERIALS**

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

<b>Team Member</b>	<b>Project Role</b>	<b>Contact Information</b>
Phyllis Stanin	Principal	2490 Mariner Square Loop, Suite 215 Alameda, CA 94501-1080 Ph: 510-747-6920 x116 pstanin@toddgroundwater.com
Sally McCraven	Project Manager	2490 Mariner Square Loop, Suite 215 Alameda, CA 94501-1080 Ph: 510-747-6920 x111 smccraven@toddgroundwater.com
Edwin Lin	Senior Hydrogeologist	2490 Mariner Square Loop, Suite 215 Alameda, CA 94501-1080 Ph: 510-747-6920 x104 elin@toddgroundwater.com
Amber Ritchie	Staff Geologist	2490 Mariner Square Loop, Suite 215 Alameda, CA 94501-1080 Ph: 510-747-6920 x103 aritchie@toddgroundwater.com

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

<b>Firm</b>	<b>Contact Information</b>
CWE Corporation	Ben Willardson 1561 E. Orangethorpe, Suite 240 Fullerton, CA 92831 Ph: 714-526-7500 bwillardson@cwecorp.com
Ninyo & Moore	Everett Tabor 475 Goddard # 200 Irvine, CA 92618 Ph: 949-753-7070 etabor@ninyoandmoore.com
Gregg Drilling	Chris Pruner 950 Howe Road Martinez, California 94553 Ph: 925-313-5800 cpruner@greggdrilling.com

