



# STANDARD CONSULTANT AGREEMENT

Terms and Conditions Template (Capital)  
6/1/2024 – 12/31/2026

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

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

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

## SECTION ONE

### SCOPE OF SERVICES

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

## SECTION TWO

### DUTIES OF CONSULTANT

#### 1. Performance

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

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## **2. Consultant Controlled Areas**

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

## **3. Licensing**

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

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

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

## **5. Errors and Omissions**

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

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

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

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

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

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

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

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

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

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

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

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

## **11. Standard of Care**

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

## **SECTION THREE**

### **DUTIES OF VALLEY WATER**

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

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

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

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

deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.

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

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

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

## **SECTION FOUR**

### **FEES AND PAYMENTS**

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

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

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

## 2. Consultant Monthly Invoices

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

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

1) The monthly progress report shall include:

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

D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress



reports, will be organized such that the billing categories correspond with the Services tasks.

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

dispute, and will describe Valley Water's reason(s) for disputing each such item.

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

### **3. Prevailing Wages**

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

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

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

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

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

#### **4. Retention**

- A. Unless otherwise specified in the Schedule(s), Attachment One, Fees and Payments, when the total compensation payable pursuant to this Agreement, ten percent of each invoice will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two, Schedule of Completion, and Section Three, Duties of Valley Water, subsection 2. Review of Deliverables.
- B. Consultant may request, and Valley Water may consider and approve, release of retention withheld by Valley Water.

### **SECTION FIVE**

#### **SCHEDULE OF COMPLETION**

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

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

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

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

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

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

### **4. Project Delays**

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

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

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

## **SECTION SIX**

### **AGREEMENT MODIFICATIONS**

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

## **SECTION SEVEN**

### **TERM AND TERMINATION**

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

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

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

- A. Suspension: Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.

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

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

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

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

### **4. Survival**

The Terms and Conditions of this Agreement, that by their context and a standard of reasonableness, are intended to survive termination, suspension, completion, and expiration

of this Agreement, shall survive, including but not limited to, the following Sections and subsections: Independent Contractor Status, Confidentiality, Indemnification, Insurance Requirements, and Dispute Resolution, as well as any Consultant representations and warranties.

## **SECTION EIGHT**

### **INDEMNIFICATION**

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

## **SECTION NINE**

### **INSURANCE REQUIREMENTS**

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

## **SECTION TEN**

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

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

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

the intellectual property rights it has, so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

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

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

## **3. Copies of Data**

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

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

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

## **5. Work for Hire**

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

## **6. Copyright Claims**

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

# **SECTION ELEVEN**

## **EQUAL OPPORTUNITY**

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

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional

development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

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

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

## **3. Investigation of Claims**

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

# **SECTION TWELVE**

## **MISCELLANEOUS PROVISIONS**

### **1. Entire Agreement**

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

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

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water.



B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:

- 1) Execution of the Agreement by Consultant;
- 2) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;
- 3) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;
- 4) Submission by the Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) as provided in the Schedule(s), Attachment Four, Reference Materials, if applicable;
- 5) Submission by the Consultant, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;
- 6) Any other requirements that are deemed necessary by Valley Water; and
- 7) Execution of the Agreement by Valley Water.

### **3. No Assignment**

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

### **4. Reasonableness**

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

### **5. Gifts**

Consultant hereby acknowledges that Valley Water policy prohibits the acceptance by Valley Water personnel of gifts of any kind from its contractors, consultants, suppliers or

vendors. Consultant shall honor this policy by not sending or bringing gifts to Valley Water.

## **6. Audits**

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

## **7. Force Majeure**

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

## **8. Binding Effect**

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

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

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

## **10. Confidentiality**

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be

handled appropriately.

- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.
- D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.
- E. Notwithstanding the aforementioned Confidentiality requirements, upon the request of Valley Water Project Manager, Consultant, and its Subconsultants shall execute Valley Water's most current Non-Disclosure Agreement in effect at that time.
- F. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

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

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

## **12. Conflict of Interest**

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:

Construction Management Services Anderson Dam  
Seismic Retrofit Project  
Standard Consultant Agreement-Capital-PMIS  
Ver: 7/7/25

Agreement No. A5464A / PB File No. VW0503

- 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
  - a. Within 30 calendar days of the effective date of this Agreement; or
  - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement;
- 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a need to correct or change disclosure information;
- 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during the annual filing season, as determined by Valley Water;
- 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:
  - a. Upon termination of this Agreement; or
  - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code);
- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code §81000 et. seq. and §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to Valley Water;
- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

### 13. Task Orders

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

### 14. Good Neighbor

Valley Water always strives to be a good neighbor to the community adjacent to its facilities. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and

Subconsultants will always interact with the members of the public in a polite and professional manner.

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

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

## **16. Taxes and Benefits**

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

## **17. Nonwaiver of Rights**

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

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

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

## **19. Severability**

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

## **20. Debt Limitation**

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

## 21. Notices

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

VALLEY WATER:

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

CONSULTANT:

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

## 22. Appendices

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

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

## 23. Schedule(s) and Attachments

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

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

*(SIGNATURES FOLLOW ON NEXT PAGE)*

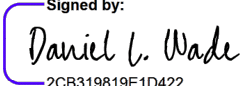
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**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

**SANTA CLARA VALLEY WATER DISTRICT**  
Valley Water

**GEI CONSULTANTS, INC.**  
Consultant

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

Signed by:  
  
\_\_\_\_\_  
2CB319819E1D422...  
Daniel L. Wade, P.E., G.E., F.ASCE  
Senior Vice President

Date: August 12, 2025

Date: 7/9/2025

ATTEST:

Consultant's Address:  
180 Grand Avenue, Suite 950  
Oakland, CA 94612

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

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

**1. Conflict of Interest for Future Services**

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, or any of its Subconsultants, shall not submit a proposal independently or as part of a team:

- A. For any agreement to be awarded for construction of any project that is related to the Services provided pursuant to this Agreement;
- B. In response to any request for proposal or Valley Water 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
- C. 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 the Standard Consultant Agreement, Appendix Two, Dispute Resolution.

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

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

**4. Task Order Approvals**

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.
- C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed \$500,000.
- D. Valley Water Unit Manager is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. [NOT USED]
- E. The total not-to-exceed amount for any one Task Order shall not exceed \$[NTE Amount]. [NOT USED]

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

**5. Federally Required Clauses**

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

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# STANDARD CONSULTANT AGREEMENT EXHIBIT A FEDERAL REQUIREMENTS

## WIFIA FEDERAL COMPLIANCE REQUIREMENTS

Projects receiving credit assistance must comply with all federal laws and regulations, including environmental compliance and other federal requirements. WIFIA borrowers have the prime responsibility for ensuring their staff and contractors comply with all Federal Requirements for a project. Consultant agrees to comply with the following Federal Requirements and impose these requirements on their subconsultants:

### 1. DEBARMENT AND SUSPENSION

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

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

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Consultant shall complete and submit the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Consultant shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

### 3. CIVIL RIGHTS OBLIGATIONS

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

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C. 20000, *et. seq*)
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C. 6101 *et. seq*)

**STANDARD CONSULTANT AGREEMENT  
EXHIBIT A  
FEDERAL REQUIREMENTS**

- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.

**4. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115- 232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, "covered telecommunications equipment or services" means:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

- a. Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**STANDARD CONSULTANT AGREEMENT  
EXHIBIT A  
FEDERAL REQUIREMENTS**

- 5. Disadvantaged Business Enterprises (DBE).** The Consultant must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the Project. DBE is defined at 40 CFR Part 33. The six good faith efforts are found at: <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>. The Consultant must maintain records documenting that the six good faith efforts were applied during subcontract procurement and must provide to Valley Water copies of such records upon request. As noted in EPA, Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements (November 2022) at page 9, examples of proper documentation include, but are not limited to, email logs, phone logs, electronic searches and communication, handouts at conferences, flyers sent to DBEs or similar records. In addition, if one or more of the good faith efforts cannot be performed, EPA recommends that the circumstances that have precluded the efforts be documented and retained in the Consultant's records to be made available to Valley Water upon request.

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

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

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

**2. Dispute Resolution**

**A. Alternate Dispute Resolution**

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

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

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

**3. Negotiations Before and During Mediation**

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

**4. Voluntary Mediation**

**A. Initiation of Mediation**

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

**B. Request for Mediation**

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

**C. Selection of Mediator**

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

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

**D. Qualifications of a Mediator**

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

**E. Vacancies**

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

**F. Representation**

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

**G. Time and Place of Mediation**

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

**H. Identification of Matters in Dispute**

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

- I. 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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

require each Party to supplement such information.

**Authority of Mediator**

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

**J. Privacy**

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

**K. Confidentiality**

Except as provided by California or federal law or regulation:

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



**STANDARD CONSULTANT AGREEMENT  
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DISPUTE RESOLUTION**

- c. Proposals made or views expressed by the mediator; and
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

**L. No Stenographic Record**

There shall be no stenographic record of the mediation.

**M. Termination of Mediation**

The mediation shall be terminated:

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

**N. Exclusion of Liability**

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

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

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

**P. Expenses**

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

**5. Compensation for Participation in Mediation**

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

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

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

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

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

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

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

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

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

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

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

8. Signatures:

Signature:

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

\_\_\_\_\_  
DATE

Signature:

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

\_\_\_\_\_  
DATE

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

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

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

**Certificates of Insurance**

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

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

The certificates will:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement/CAS No. VW0503**

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

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

**Maintenance of Insurance**

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

**Renewal of Insurance**

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

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:  
[valleywater@ebix.com](mailto:valleywater@ebix.com)
2. Provide the following information in the "Certificate Holder" box:  
**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement/CAS No. VW0503**

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

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**Required Coverages**

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

**\$5,000,000** per occurrence / **\$5,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

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

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

**\$5,000,000** 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:

**\$25,000,000** per claim/ **\$25,000,000** aggregate

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

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

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

**General Requirements**

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

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

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

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

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

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**CHECK LIST OF DOCUMENTS NEEDED**

<b>General Liability:</b>	A.	Limits <b>(\$5,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Auto Liability:</b>	A.	Limits <b>(\$5,000,000)</b>	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
<b>Umbrella:</b>	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
<b>Workers Comp:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
<b>Professional Liability:</b>	A.	Limits <b>(\$25,000,000)</b>	
	B.	Cancellation Endorsement	

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## **SCHEDULE CM SCOPE OF SERVICES**

### **1. Representatives**

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

Alen Masic, P.E. (VWPM)  
Senior Engineering  
Dam Safety and Capital Delivery Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-2452  
Email: [amasic@valleywater.org](mailto:amasic@valleywater.org)

Andrew Garcia, P.E.  
Assistant Officer  
Dam Safety and Capital Delivery Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-2817  
Email: [AndrewGarcia@valleywater.org](mailto:AndrewGarcia@valleywater.org)

Ryan McCarter, P.E.,  
Deputy Operating Officer (DOO)  
Dam Safety and Capital Delivery Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: 408-630-2983  
Email: [rmccarter@valleywater.org](mailto:rmccarter@valleywater.org)

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

Viолetta McDaniel, P.M.P.  
West Region Construction Management Practice Leader  
5901 Priestly Drive, Suite 301  
Carlsbad, CA 92008

Phone: (858) 220-1004  
Email: [vmcdaniel@geiconsultants.com](mailto:vmcdaniel@geiconsultants.com)

## **SCHEDULE CM SCOPE OF SERVICES**

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

Daniel Wade, P.E., G.E., F.ASCE  
Senior Vice President  
180 Grand Avenue, Suite 950  
Oakland, CA 94612

Phone: (510) 350-2914 (office) or (925) 532-9752 (cell)  
Email: dwade@geiconsultants.com

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

- A. This Schedule CM, Scope of Services describes the professional Construction Management (CM) services to be performed by Consultant for the Anderson Dam Seismic Retrofit Project (Project or ADSRP). Valley Water reserves the right to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.
- B. Valley Water entered into a Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement with the U.S. Environmental Protection Agency (EPA) for the Project. The WIFIA established a federal credit program (WIFIA program) authorizing EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects. All contracts issued for a project receiving a WIFIA loan are subject to federal requirements review as part of the WIFIA program's compliance monitoring responsibilities. Because the WIFIA loan proceeds may be used to pay for the Services rendered pursuant to this Agreement, Consultant is required to adhere to certain federal contract provisions, which are attached hereto as Exhibit A, Federal Requirements, to Appendix One, Additional Legal Terms, and incorporated into this Agreement by this reference. Consultant agrees to adhere to such applicable Federal Contract Provisions.
- C. The Construction Manager will be required to manage and provide project documentation in a manner consistent with the requirements of funding sources to ensure compliance.
- D. The Project construction consists of the following:
- 1) Work includes removing and replacing the existing embankment dam with a well-compacted, zoned embankment dam; removing and replacing the existing spillway including improvements to the existing unlined spillway; constructing a new low-level outlet works (LLOW) and a new high-level outlet works (HLOW); pipeline realignments; modifications to permanent roadways and recreational facilities; and other improvements to Anderson Dam and adjacent facilities. In addition, the Work to be completed as part of the project construction scope includes landscape installation and landscape maintenance. Landscape

## **SCHEDULE CM SCOPE OF SERVICES**

maintenance includes maintenance during the landscape installation and maintenance during the two-year establishment period following the landscape installation.

- 2) Compliance with the Project's Regulatory Documents including but not limited to the: California Environmental Quality Act (CEQA) Environmental Impact Report, National Environmental Policy Act document, California Department of Fish and Wildlife Lake and Streambed Alteration Agreement; State Water Resources Control Board Water Quality Certification; State Water Resources Control Board Construction Stormwater General Permit and associated Storm Water Pollution Prevention Plan(s); Santa Clara Valley Habitat Plan permit; Bay Area Air Quality Management District Permit(s); County of Santa Clara Encroachment Permit; San Francisco Bay Coastal and Development Consistency Determination; 404 Permit from U.S. Army Corps of Engineers; United States Fish and Wildlife Service Eagle Incidental Take Permit; U.S. Fish and Wildlife Service Biological Opinion and Incidental Take Statement; and, National Marine Fisheries Service Biological Opinion and Incidental Take Statement (hereinafter Regulatory Documents).

### **3. Project Objectives**

A. The objectives of the project include:

- 1) The purpose of the ADSRP is to seismically retrofit Anderson Dam to meet Federal Energy Regulatory Commission (FERC) and Division of Safety of Dams (DSOD) dam safety requirements, thereby allowing Valley Water to fully restore its operation of the reservoir.

ADSRP will correct deficiencies that have been identified in the existing dam and appurtenant facilities. These deficiencies include seismic deformations that could lead to dam failure, inadequate spillway capacity to pass the Probable Maximum Flood (PMF), and the potential loss of the outlet works due to fault rupture.

ADSRP will include removal and replacement of the existing dam and spillway and construction of new permanent outlet works.

- 2) ADSRP consists of the following primary permanent project components:
  - a. Dam embankment. The majority of the existing Anderson Dam embankment and potentially liquefiable foundation materials will be removed and replaced. The existing dam will be excavated in three stages (Stage 1A, Stage 1B, and Stage 2A), and the replacement dam will be constructed in three stages (Stage 2B, Stage 3A, and Stage 3B). Interim dams will be in place at the end of Stage 1A (excavation), Stage 1B (excavation), Stage 2B (fill), and Stage 3A (fill) to provide protection against flooding downstream of Anderson Reservoir during winter seasons. An articulated concrete block (ACB) spillway will be constructed on each interim dam to winterize the embankment.

## **SCHEDULE CM SCOPE OF SERVICES**

- b. Spillway. Removal and replacement of the existing spillway including extension of the new spillway through the existing unlined spillway chute to provide for safe passage of the PMF.
  - c. High-Level and Low-Level Outlet Works. Two outlet works systems will be constructed: a LLOW and a HLOW. The LLOW will include an intake tower with three intakes. The HLOW includes a gate shaft.
  - d. Pipeline realignments. The Anderson Force Main (AFM) and Main Avenue Pipeline (MAP) will be realigned and connected to the LLOW.
  - e. Modifications to permanent roadways and recreational facilities. These modifications will include modifications to Coyote Road, access modifications from Cochrane Road, repaving Cochrane Road, and restoration of recreational facilities, including the Anderson Dam boat ramp and parking area.
  - f. Satisfy FERC and DSOD regulatory requirements.
- B. Valley Water's intent is to successfully complete the Project while effectively managing and limiting the Project risks, including but not limited to, the cost, schedule, quality, safety, and regulatory compliance. The Consultant is responsible for providing professional construction management services to achieve unified oversight and management of the Project that meets Valley Water's intent.

### **4. Project Background**

- A. The mission of the Santa Clara Valley Water District (SCVWD), now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy. Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit [www.valleywater.org](http://www.valleywater.org). One of Valley Water's most critical water supply facility is the Anderson Dam/Reservoir. The State of California Department of Water Resources, Division of Safety of Dams and the Federal Energy Regulatory Commission have jurisdictional oversight of Anderson Dam facilities.
- B. Anderson Dam (Dam) is an earth-fill dam with a maximum height of about 240 feet. The crest is approximately 1,400 feet long and is 25 to 43 feet wide at approximately elevation 648 feet, NAVD88. The upstream and downstream slopes are approximately 2.5 horizontal to 1 vertical (H:V). The zoned Dam includes upstream and downstream rockfill shells (Zones 1 and 4), a compacted clay core (Zones 2 and 3), and graded transition zones between the rockfill and clay core. The dam was originally constructed to elevation 641 feet, but was subsequently raised about 7 feet in 1987 using

## SCHEDULE CM SCOPE OF SERVICES

compacted fill. The existing volume of embankment is approximately 3.3 million cubic yards.

- C. Anderson Reservoir's capacity is approximately 90,400 acre-feet, and receives water through local rainfall, from the upstream Coyote Reservoir, and from imported water from the Federal Central Valley Project. The existing spillway is located on the north side of the dam and has the capability to release approximately 63,000 cubic feet per second (cfs) of water. The outlet works has the capability to release flows up to 550 cfs through a 49-inch diameter outlet pipe. The outlet works is also connected to Valley Water's treatment plants via Valley Water's in-county transmission system and is used to convey raw water to these plants for treatment. The reservoir water is used to supply groundwater recharge to both North County (via Coyote Creek) and South County (via Main Avenue Pipeline).
- D. The Design Consultant, AECOM, formerly URS Corporation, was hired in 2013. The major Project design components identified in the planning phase included a new high-level outlet, new low-level outlet in an oversized tunnel, spillway and dam crest modifications, and upstream and downstream buttresses to stabilize the embankment. During the course of the design phase, additional dam safety deficiencies were identified including embankment transition zone quality, fault rupture across the embankment, and potentially liquefiable soils in the upstream dam embankment. A Modified Project has been developed to address these deficiencies.
- E. The Modified Project calls for the replacement of most of the existing dam with embankments that will meet modern dam safety and performance standards. Much of the material from the existing dam will be reused in the embankment reconstruction. The size of the reconstructed dam will be similar to that of the existing dam. The new dam cross-section will be a compacted, zoned embankment dam with a central impervious clay core. It will include both a triple-layer chimney and horizontal blanket filter/drain/transition zones and compacted gravel shells. These features will address the previously described dam deficiencies. All the liquefiable material at the base and foundation of the dam will also be removed.
- F. As a result of a major spillway incident at Oroville Dam in 2017, both FERC and DSOD requested Valley Water perform a comprehensive condition assessment of the spillway at Anderson Dam. Based on the assessment results and a subsequent spillway focused Potential Failure Mode Analysis (PFMA), a recommendation to reconstruct the lined spillway has been added to the Modified Project.
- G. By letter dated February 20, 2020, FERC advised Valley Water that, due to the limited outlet capacity at the existing Anderson dam and the presence of populated areas downstream of the dam, the District must take all measures available to reduce the risk of failure from an earthquake as much as possible until full remediation of the Anderson Dam is accomplished. FERC specifically directed the District to: (1) maintain the Anderson Reservoir no higher than 565 feet (NAVD88); (2) begin further lowering the reservoir to elevation 488 feet (dead pool) no later than October 1, 2020; and (3) within thirty days from the date of their letter, file with

## **SCHEDULE CM SCOPE OF SERVICES**

FERC's Regional Engineer, a plan and schedule for preliminary and final designs and for an overall construction schedule for the low-level outlet as soon as possible.

- H. By response letter dated March 20, 2020, Valley Water submitted a proposed detailed plan and schedule for the Anderson Dam Tunnel Project (ADTP) to comply with the FERC directive. The plan detailed the schedule for construction of a new low-level outlet at Anderson Dam (Stage 1) and the schedule for construction of the larger Anderson Dam Seismic Retrofit Project (Stage 2).
- I. By letter dated February 8, 2022, DSOD required that the design capacity objective for the unlined portion of the spillway channel be the Probable Maximum Flood, resulting in the need to extend the lined spillway to the downstream end of the currently unlined portion.
- J. Work completed during ADTP (Stage 1) prior to ADSRP (Stage 2):
  - 1) The Stage 1 diversion system/low level outlet system to control the reservoir levels. The Stage 1 diversion system consists of:
    - a. A 330-foot-long, 8-foot-diameter lake tap pipe protected at the upstream end by a trash rack structure.
    - b. A connection to a 122-foot-long micro tunnel boring machine operation chamber which has an 8-foot-diameter steel pipe encased in lightweight cellular concrete that extends 122 feet downstream into the 24-foot-diameter tunnel.
    - c. A connection to an 851-foot-long, 19-foot-diameter reinforced concrete lining within a 24-foot-diameter tunnel.
    - d. A connection to a 75-foot-long, 13-foot-diameter steel pipeline encased in lightweight cellular concrete through the transition zone of the tunnel.
    - e. A connection to a 354-foot-long, 13-foot-diameter steel bypass pipeline within an 18.5-foot-diameter horseshoe tunnel encased in lightweight cellular concrete.
    - f. A connection to a 38-foot-long, 13-foot steel pipe that bifurcates into two 11-foot-diameter steel pipelines.
    - g. A connection to a downstream outlet control structure that houses two 11-foot-diameter fixed-cone valves (FCVs) connected to concrete-enclosed dissipation chambers.
    - h. Construction of the reinforced concrete Diversion Outlet Structure that houses the FCVs.
    - i. Two electrical control buildings containing equipment to operate and monitor the outlet works.
  - 2) ADTP also includes:
    - a. High Level Outlet Works Drop Shaft.
    - b. Modifications to Coyote Creek downstream of the dam (South and North Channel).
    - c. Relocation and replacement a section of 54" Anderson Force Man.

## SCHEDULE CM SCOPE OF SERVICES

d. Soil nail installation to improve stability of slopes at the existing dam intakes.

K. The Project construction schedule is tentatively estimated as follows:

Notice to Proceed	Approximate Dates	Work Year	Description
July 2025 – CM Services NTP	July 2025 – May 2026	Preconstruction	CM Preconstruction
June 2026 – Contractor NTP 1 (Administrative)	June 2026 – Dec. 2026	Year 0	CM preparation work. Designer will be reviewing contractor's submittal/RFIs
January 2027	Jan 2027 – Dec 2027	Year 1	Mobilization and Construction
	Jan 2028 – Dec 2028	Year 2	Construction Continued
	Jan 2029 – Dec 2029	Year 3	Construction Continued
	Jan 2030 – Dec 2030	Year 4	Construction Continued
	Jan 2031 – Dec 2031	Year 5	Construction Continued
	Jan 2032 – Dec 2032	Year 6	Construction Continued
	Jan 2033 – Dec 2033	Year 7	Final Year of Construction

L. Valley Water's Project delivery approach includes retaining independent, separate consulting firms as described below:

- 1) Project Management Consultant (PMC) firm, Black & Veatch Corporation, or (Project Management Team), was retained to assist with the delivery of the Project at the direction of the Valley Water.
- 2) ADSRP Design Consultant (DC or Design Team), URS Corporation, DBA URS Corporation Americas, was retained to perform engineering design services in support of the Project, including developing the Project design, preparing the construction documents, and providing engineering support for the bid process and during the construction phase of the Project. The DC has been performing engineering support services during the ADTP construction phase and a separate amendment to their agreement will be negotiated prior to the ADSRP construction phase.
- 3) Rincon Consultants, Inc. (Rincon) was retained to provide environmental planning and permitting services to produce the Final Environmental Impact Report (EIR), complete the CEQA process, support possible environmental documentation required under the National Environmental Policy Act, and perform environmental planning tasks that may arise for other Project environmental approvals.

## 5. Assumptions and Requirements

### A. General Assumptions and Requirements



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

## **SCHEDULE CM SCOPE OF SERVICES**

with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.

- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.
- 6) **Document Control.** Consultant must utilize the document control system designated by Valley Water (Projectmates).
- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

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

- 1) **Valley Water Staff On-Site.** Valley Water staff may be present on-site during Project construction. Notwithstanding the presence of Valley Water staff, Consultant maintains full responsibility for performing its services as described in Schedule CM.
- 2) **Invoice/Deliverable Correlation Requirement.** Invoices submitted for services performed which correlate to Consultant's submission of a deliverable(s), will be paid provided all required deliverables are timely submitted to Valley Water. Payment on invoices will be reduced pending receipt of required deliverables and then satisfied in full once all deliverable requirements are met.
- 3) **CM Work Schedule/Hours.** The Consultant shall be prepared to staff the project accordingly to cover anticipated night shifts hours of the project. (Refer to EIR and Partially Recirculated EIR, see Schedule CM, Attachment Four, Reference Materials).
  - a. Generally, construction activities would be conducted during a single 10-hour shift per day, between 6:00 a.m. and 4:00 p.m., Monday through Saturday, with limited Sunday work. Sunday work would include up to 12 Sundays in Years 1 through 3, up to 40 Sundays in Year 4, and up to 12 Sundays in Years 5 through 7. Specific project components that would require modified construction hours include:
    - i. Excavation of the existing dam and construction of the replacement dam and spillway, and conversion of existing Stage 1 Diversion

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System into Stage 2 Diversion System - two shifts up to 24-hours a day, Monday through Saturday and certain Sundays.

- ii. Blasting at the Basalt Hill Borrow Area (BHBA) – restricted hours of 8:00 a.m. to 5:00 p.m.
  - iii. Cochrane Road – communication lines and repaving – construction may occur outside the work window of 6:00 am and 4:00 pm, including weekends on a limited basis up to 24-hours a day, 6 days per week.
  - iv. Tunneling (e.g., use of a road header) required for the outlet works (e.g., construction of the HLOW and LLOW at the dam) – up to 24 hours per day, 6 days per week; and,
  - v. Support production (e.g., concrete placement) – 24 hours per day, 6 days per week.
- 4) Construction Quality Control Inspection Program – Immediate Submittal - The Consultant shall develop the Construction Quality Control Inspection Program (CQCIP), in accordance with Chapter VII of FERC Guidelines or the latest available version of the Guidelines. CQCIP draft version shall be provided within 14 days of NTP and final version within 30 days of NTP, refer to Task 4.2.1.

### **6. Construction Management Phase Tasks**

- Task 1 - Project Management
- Task 2 - Preconstruction Services
- Task 3 - Construction Management
- Task 4 - Quality Assurance and Quality Control (QA/QC) Program
- Task 5 - Safety Management
- Task 6 - Training, Testing, Start-Up, and Commissioning
- Task 7 - Construction Inspections
- Task 8 - Partnering, Claims and Disputes Management
- Task 9 - Environmental Compliance Services
- Task 10 - Acceptance and Close-Out
- Task 11 - Supplemental Services

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

Consultant will prepare a Construction Management Work Plan (Draft and Final), conduct construction management general meetings, and the following tasks as described below.

- 1.1** Manage Scope of Services. The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with each Project schedule and ensure that all services and deliverables meet Valley Water and each Project requirements. These will include,

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but not be limited to coordination, monitoring tasks and schedules, status report preparation, and Consultant's monthly progress report preparation.

- 1.2** Construction Management Work Plan. Consultant will prepare and execute work in accordance with a Project Construction Management Work Plan (CMWP) (Draft and Final) in accordance with this Scope of Services.

**1.2.1** The CMWP will define the approach of how the Consultant will complete the scope of services; to effectively manage and administer the construction contract including techniques and methods to keep the construction on schedule and within the CM fees and the Contractors cost; a detailed Project construction schedule; communication protocols; document control and other administrative procedures. It will explain the structure and organization of staff, roles, responsibilities, definition of tasks and deliverables. The processes and procedures for construction contract administration and quality management will be defined along with the methodology for their implementation. The CMWP will provide for documentation and recordkeeping. It will also define the document control system and use. Key to the CMWP is compliance with procedures and provisions of Valley Water Construction Contract Documents, implementation of the Valley Water's Construction Manual and incorporation of industry best practices.

**1.2.2** The CMWP will provide clearly defined procedures and processes to facilitate efficient performance of the scope of services and implementation of the Construction Contract. It will define the Consultant's communication lines between Valley Water, Valley Water's Designer, Contractor and other Project participants.

**1.2.3** The CMWP will be implemented by consultant in fulfilling the requirements of this CM Services Agreement.

**1.2.4** The CMWP will include at a minimum:

**1.2.4.1** Construction management organization, structure, roles and responsibilities, staffing plan and contact list, including identifying staff who will conduct direct communications with Valley Water and Valley Water's consultant performing the Project design services (Engineer of Record).

**1.2.4.2** Construction management activities and deliverables, including, but not limited to, the following work flows, protocols, and processes: communications protocols, document control, progress meetings, schedule reviews and schedule management, change management, Contractor invoicing, Quality Management Construction Quality Control Inspection Program (QCIP) Management, Environmental Monitoring Plan (EMP) Management, Submittal process, and Request for Information

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(RFI) process, Change Order Request (COR) and Potential Change Order (PCO) Process, Change Order (CO) Process preparation of record documents, contingency tracking/forecasting, and WIFIA funding compliance management plan.

- 1.2.4.3** Consultant Inspection Report Templates
- 1.2.4.4** Method of enforcing contractor compliance with Construction Contract (Standard, Special and Technical Provisions)
- 1.2.4.5** Project-Specific Safety Management Plan, Safety Oversight, and Emergency Response.
- 1.2.4.6** Plan of implementation for training, testing, and start-up.
- 1.2.4.7** Neighborhood/Stakeholder communications.
- 1.2.4.8** Plan of implementation for partnering and dispute management.
- 1.2.4.9** Plan of implementation for tracking of spare parts and warranties.
- 1.2.4.10** Acceptance and close-out of Construction Contract.

**1.2.5** The Consultant will amend and update the CMWP during the Project as required to incorporate changes or refinements in scope, schedule, or deliverables.

**1.3** Construction Management Meetings. The Consultant will organize and conduct the following meetings at a frequency mutually agreed upon or as directed by Valley Water. Consultant will prepare agendas and minutes for these meetings.

- 1.3.1** Weekly construction progress meeting with the Contractor, Valley Water and other participants as necessary to discuss construction progress and planned work, submittals, RFIs, construction issues, potential change orders, safety, the review of recent activities and agenda items, exchange of new information, planning and coordination of upcoming construction and related activities, as well as any other areas for discussion.
- 1.3.2** Special technical meetings to resolve issues with Contractor, utilities (e.g., Pacific Gas & Electric), regulators, and local agencies having jurisdiction (including Department of Health Services, fire department, Bay Area Air Quality Management District), Valley Water's operations staff and contractors, and any participants.
- 1.3.3** One-on-one meetings with Valley Water to provide a brief update of the Consultant's activities completed within the week, the look-ahead activities, monthly invoice and progress report (refer to the Standard Consultant

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Agreement, Section Four, subsection 2. Consultant Monthly Invoices, paragraph C.), and issues and actions that require Valley Water's attention, in a weekly/bi-weekly meeting/conference call with the DPM.

- 1.3.4** Construction status meeting to be facilitated by Consultant with Valley Water Design Team and EOR to provide construction updates, identify, track and resolve construction issues in a weekly meeting/conference call.

- 1.4** Construction Contract Weekly and Monthly Progress Reports. The Construction Contract Monthly Progress Report shall provide an overview of the construction activities and progress toward completion of the construction of the Project.

- 1.4.1** Consultant will develop a weekly progress report template that will be used to report on the weekly construction progress. The report will include but not be limited to a summary of the construction activities of the week (inspectors and their daily/weekly summary reports, Contractor's weekly reports, mitigation measures, and a summary report for RFIs, Submittals, PCOs, COs, DCOs).

- 1.4.2** Consultant will develop a Monthly Construction Update Report that will summarize the status of the construction of the Project. The report will provide a detailed breakdown for Contractor payment and status of RFIs and submittals, will inform Valley Water of the construction progress and will summarize and consist of:

- a. Project description, status, and summary of activities performed;
- b. Construction schedule and milestone status, including look-ahead schedule for the following months activities;
- c. Payment to date for each bid item, and monthly updated cost loaded schedule (S-Curve);
- d. Status and logs of RFI's and submittals, including response times;
- e. Summary of Major Equipment procurement;
- f. Summary of Contractor's quality control activities; and Consultant QA activities of Contractor's work;
- g. Status of Contract Document Clarifications, memos, and correspondence;
- h. Status and logs of Potential Change Order, Directed Change Order, and Change Order;
- i. Potential risk management issues and required actions;
- j. Contingency forecast, summary of trends and/or potential risk costs;
- k. Potential disputes or claims.
- l. Public outreach activities/issues;
- m. Photographs of ongoing work with brief description;

- 1.4.3** Consultant will develop a Monthly FERC Report by the 3rd of every month following the month for which the report is written, including updating the report in response to comments from FERC. The report will consist of:

- 1.4.3.1** Introduction, background, and Project Location and Site Maps

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- 1.4.3.2** Progress of work: Provide a brief narrative description of construction activities and related events during the reporting period, report major items of work which reflect overall progress, rather than detailed statistical information.
  
- 1.4.3.3** Status of Construction: Describe the status of construction progress, as related to the original schedule and to quantity estimates of items such as: (1) excavation for tunnels, structures, and roadways; (2) embankment, concrete, and other materials placed; (3) installation of machinery and equipment; (4) reservoir clearing; (5) necessary relocations; and (6) installation or construction of recreation, fish, and wildlife facilities. Furnish construction schedules and progress charts. Report the status of construction in terms of percentage of physical completion and percentage of elapsed contract time. Provide an appraisal as to whether the work is proceeding at such a rate as to indicate completion within the specified contract time. If it is likely that the work will not be completed during that period, provide the reasons and a revised completion date.
  
- 1.4.3.4** Construction Difficulties: Describe unanticipated construction difficulties which could significantly increase project costs and/or affect job progress such as latent conditions, serious job accidents, floods, labor difficulties, quantity overruns, material shortages, and similar events.
  
- 1.4.3.5** Contract Status: Identify the principal contractors and subcontractors that are performing the work. Describe any special expertise or equipment possessed by the contractors.
  
- 1.4.3.6** Critical Events and Dates: Report important items and events such as dates of river diversion, start and completion of construction, tunnel closure, initial unit testing, and initial commercial generation for each unit.
  
- 1.4.3.7** Reservoir Filling: Prior to filling, provide the anticipated schedule and procedures for filling. During filling, note the date of initiation of reservoir filling, filling progress, and the performance of instrumentation installed to reflect structural conditions as affected by reservoir level, such as weir measurements of seepage and flows from wet spots. Report the date on which the maximum normal reservoir level is attained.
  
- 1.4.3.8** Foundations: Report specifically on foundation conditions, foundation preparations, the type of material and the conditions of placement. Include photographs and descriptions of the foundation areas that have been uncovered. Uncovering of

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foundation areas may reveal faults, cracks, and other conditions which require special treatment. In such cases, comment on the corrective measures used. Include with the construction report copies of any special reports on the foundations or on their treatment. During excavation for major structures such as dams, powerhouses, and tunnels, foundations shall be mapped for record-keeping purposes.

- 1.4.3.9** Sources of Major Construction Materials: Provide information on the sources from which major construction materials and equipment are being obtained. Include all materials and equipment that may have an important bearing on the safety and efficiency of the project works, such as aggregate cement, hydraulic control equipment, turbines, and generators. A plan drawing of the project area showing the locations of borrow areas and/or quarries shall be included.
- 1.4.3.10** Materials Testing and Results: Include periodic summaries of tests performed on concrete specimens along with the test results. Field control tests that fail to meet specifications and as a result of which an area was reworked, shall be reported. Tests will be referenced to ASTM or other applicable standards.
- 1.4.3.11** Instrumentation: When instrumentation of the structures is required, include the schedule for installation and the program for reading the instrumentation during construction. Before filling the reservoir, submit a revised DSSMP (if applicable) that includes a schedule for continued monitoring with the newly-installed instrumentation after the completion of construction.
- 1.4.3.12** Photographs: At the outset of construction, establish several photographic vantage points from which periodic progress photographs can be taken to document progress. These photographs shall be supplemented by an appropriate number of detailed photographs to record significant elements of the work. All photographs shall be dated, captioned, and identified as to the report they accompany.
- 1.4.3.13** Erosion Control and Other Environmental Measures: Include a discussion of erosion control and other measures and their effectiveness. The report should also include a discussion of any instances where sediments or other construction discharges entered the stream(s), the extent of the discharges, an assessment of any damage to the stream(s), and a discussion of any corrective actions taken, including measures to prevent further problems.



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**1.4.3.14** Other Items: Report significant events involving relationships with interested government agencies such as the U. S. Forest Service, Fish and Wildlife Service, Corps of Engineers, State and county highway and health authorities, state and federal industrial safety enforcement organizations, and recreational and conservationist groups.

**1.4.3.15** Construction Quality Control Inspection Program (CQCIP) Progress Report: Includes pertinent data, general construction information, work progress and inspection observations, quality control tests, instrumentation and monitoring, environmental compliance, non-conformity reports, items of special interest, follow-up actions, site progress photos, test reports, and daily inspection reports. (Refer to Task 4.2.1)

### **1.5 Coordination and Communication**

**1.5.1** Serve as the primary point of communication for coordination between the Contractor and Valley Water, Valley Water's Designer, and other parties; receive Contractor correspondence prepare draft responses; and transmit Valley Water-approved responses.

**1.5.2** Coordination and Communication with External Agencies. If requested, Consultant will assist Valley Water with the coordination and communication with external agencies and Project participants, including Valley Water's maintenance and operations staff, Valley Water Designer, and the Contractor, including support in drafting correspondence related to the Consultant's Construction Management activities and other related issues.

**1.5.3** Consultant shall establish, implement, manage and maintain a Master Calendar of all significant events and meetings for the construction, and a Master Project Directory listing all Project participants, their role on the Project, address, phone number(s), email address, and other pertinent information, which shall be accessible by all team members.

### **1.6 Project-Specific Sub-Tasks**

**1.6.1** Risk Management Plan. Consultant will review the draft risk management plan and additionally develop a new risk management plan with the Contractor that includes the identification of known risks, potential impacts and probability, risk response strategies, and mitigation measures which will minimize or resolve schedule and cost impacts to the Project. Consultant will participate in and conduct periodic risk register review meetings with Valley Water staff, Contractor, and Valley Water's Designer. Results of these meetings will be documented to reflect any changes in contingency requirements necessary to address the identified risk exposure. The risk review meetings will be conducted quarterly or more frequently if requested.

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- 1.6.2** Construction Potential Failure Mode Analyses (PFMA). Consultant will participate in one Construction PFMA meeting with Valley Water staff, Contractor, and Valley Water's Designer. (Refer to Chapter 17 of FERC Guidelines, see Schedule CM, Attachment Four, Reference Materials).
- 1.6.3** Participate in Temporary Construction Emergency Action Plan (TCEAP) and Valley Water's Emergency Action Plan review and exercises.
- 1.6.4** Public Outreach. On as needed basis, the Consultant admin staff will provide support and assistance to Valley Water's public outreach activities as defined by Valley Water's Office of Communications and the VWPM. This work is led by the Community Outreach team and includes, but is not limited to, Consultant assisting with the following:
  - 1.6.4.1** Preparing presentation/event/social media postings/materials (flyers, door hangers, bill inserts, fact sheets, one-pagers, videos, audios, etc.), newsletters/graphics/project webpage updates;
  - 1.6.4.2** Participation, if needed, in meetings/public events/dry-runs/press conferences, specifically during any Question-and-Answer sessions;
  - 1.6.4.3** Assisting with responses to questions;
  - 1.6.4.4** Organizing/coordinating project site tours; and other tasks as directed by VWPM.

The Consultant will provide necessary reporting at the weekly progress meeting. The Consultant will keep the VWPM informed of all upcoming construction activities requiring public notification. The Consultant will provide input on public outreach informational materials or efforts developed by Valley Water and abide by the agency's approved narrative or approach in public meetings/forums, specifically apprising the public of progress made, problems solved, and safety records achieved, as well as other information related to the project as required by Valley Water's Community Outreach staff or the VWPM.

- 1.6.5** Neighborhood Communications. If requested, Consultant will assist Valley Water's neighborhood liaison with neighborhood communications including proactive positive communication and building strong relationships within the community, working with Valley Water's neighborhood communications staff to monitor Contractor activities and other as directed by Valley Water, and providing information for public interface to quickly address any complaints and answer any questions that may arise.
- 1.6.6** WIFIA Funding Compliance Support. Funding Compliance Support describes scope applicable to Work Packages funded by specific alternative sources.

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This Construction Management (CM) agreement includes the Anderson Dam Seismic Retrofit Project (ADSRP). ADSRP will be funded in part through the U.S. Environmental Protection Agency's (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) loan program. The CM will be required to manage and provide project documentation in a manner consistent with the requirements of funding sources to ensure compliance. Please refer to information in Appendix One, Additional Legal Terms, Section 5, Federally Required Clauses, and Exhibit A, Federal Requirements for specific WIFIA rules and regulations and the record keeping requirements of the WIFIA programs.

- 1.6.7** If additional sources are secured for the ADSRP, the CM will be expected to support Santa Clara Valley Water District (SCVWD) compliance with the requirements of those funding sources.

### **1.6.7.1 WIFIA Reporting and Site Visits**

**1.6.7.1.1** WIFIA funds require documentation demonstrating compliance with program requirements. For the ADSRP, the CM will provide timely progress and expenditure information to SCVWD for WIFIA reporting by providing monthly WIFIA reports. WIFIA requires quarterly construction progress reports, due 30 days after the end of the quarter. Eligible project costs and supporting documentation will be submitted to EPA as directed by SCVWD.

**1.6.7.1.2** The CM will assist SCVWD during US EPA WIFIA site visits and audits and make available records demonstrating compliance to those funding rules and regulations.

### **1.6.7.2 Use Of American Iron and Steel**

**1.6.7.2.1** WIFIA compliance requirements include provisions commonly known as "American Iron and Steel" or "AIS" that require all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contactor. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

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**1.6.7.2.2** The CM will review and understand the AIS requirements. Coordinating with the construction services team and the Contractor, the CM will maintain a Tracking Log (in Microsoft Excel or similar software) of AIS products expected to be used throughout the project and update the AIS Tracking Log with receipt of each manufacturer issued certification letter.

**1.6.7.2.3** The CM will periodically review the Contractor's De Minimis Log of incidental iron or steel materials allowed to be procured from non-domestic suppliers so long as the sum of all materials allocated to the De Minimis log does not exceed 5% of the estimated total cost of project materials and no single item on the De Minimis log exceeds 1% of the estimated total cost of project materials. The CM will review the content of the De Minimis Log monthly with the Contractor and SCVWD, and the CM will support efforts to receive a waiver of the American Iron and Steel Requirements, as may be requested by SCVWD.

### **1.6.7.3 Build America, Buy America**

**1.6.7.3.1** As part of the Infrastructure and Jobs Act (IIJA) enacted by Congress in November 2021, the Build America, Buy America Act (BABA) (Title IX of PL 117-58) establishes domestic preference requirements to maximize the purchase of goods produced in the U.S. BABA requirements apply to federal financial assistance awards, including loans issued through the WIFIA program. BABA requirements specify domestic preference requirements in three product categories: iron and steel, manufactured products, and construction materials. BABA is a separate requirement from AIS, which is a statutory requirement under WIFIA. Nevertheless, BABA requirements for primarily iron and steel products are equivalent to the requirements for covered iron and steel products listed under AIS.

**1.6.7.3.2** ADSRP is covered under the WIFIA program waiver issued on June 22, 2022, which waives BABA requirements for projects that can demonstrate design planning efforts were initiated prior to May 14, 2022, the effective date of BABA.

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If the EPA rescinds the WIFIA program waiver and/or requires ADSRP to comply with BABA for any reason, the CM will review and understand the BABA requirement and will work with the Contractor to perform duties (which are similar in nature to those of AIS) to fully comply.

### **1.6.7.4 Labor Standards Interviews**

**1.6.7.4.1** Periodically, the CM will be expected to administer Labor Standards Interviews using Standard Form (SF) 1445. Labor Standard Interviews will be conducted with Contractor and Subcontractor staff who wish to voluntarily self-report their pay rate, average hours worked per week, and labor classification for the ADSR Project. The purpose of the interviews is to ensure that staff are being paid prevailing wages and that payroll information matches employee's self-reported information. Although WIFIA does not require a certain frequency of these interviews, SCVWD will seek to interview a sufficient number of staff from each labor classification for contractor and subcontractor that works on the ADSR Project. SCVWD will coordinate with the CM to develop a schedule for the frequency and selection of contractor and subcontractor participants for Labor Standards Interviews throughout the lifecycle of the ADSR Project.

### **1.6.7.5 Federal Requirements for Construction Management Consultant to ensure compliance by Contractor and subcontractors.**

These federal requirements require the Construction Management (CM) Consultant to implement and monitor compliance by the Contractor and subcontractors for the Anderson Dam Seismic Retrofit Project (ADSRP). This Agreement is funded in part through the U.S. Environmental Protection Agency's (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) Loan Program. The CM will be required to manage and provide project documentation in a manner consistent with the requirements of funding sources to ensure compliance. If additional sources are secured for the ADSRP, the CM will be expected to support Valley Water to ensure compliance with the requirements of these funding sources.

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**1.6.7.5.1** The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965)  
Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

**1.6.7.5.2 Disadvantaged Business Enterprise.** The contractor must ensure that the DBE's six good faith efforts are used during the procurement of subcontractors for the [Project]. The six good faith efforts are found at:  
<https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts>. The Consultant must maintain records documenting that the six good faith efforts were applied during subcontract procurement and must provide to Valley Water copies of such records upon request. As noted in EPA, Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements (November 2022) at page 9, examples of proper documentation include, but are not limited to, email logs, phone logs, electronic searches and communication, handouts at conferences, flyers sent to DBEs or similar records. In addition, if one or more of the good faith efforts cannot be performed, EPA recommends that the circumstances that have precluded the efforts be documented and retained in the Consultant's records to be made available to Valley Water upon request.

**1.6.7.5.3** Prohibition on Certain Telecommunications and Video Surveillance Services of Equipment

**1.6.7.6** General WIFIA-related Assistance

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### **Task 1 - Deliverables**

1. Construction Management Work Plan (Draft and Final)
2. Monthly Progress Report to be provided with Monthly Invoice
3. Construction Monthly Progress Reports, FERC Monthly Progress Report, Weekly Progress Report, and WIFIA Monthly Compliance Report
4. Attendance at Progress Meetings, Construction Management Meetings, and Workshops
5. Weekly or Bi-weekly Meetings/Conference Calls attendance including preparation of meeting minutes.
6. Quarterly Construction Risk Management Review Meetings
7. Risk Register Development
8. Meeting Agendas, Minutes and Action Items List
9. Master Calendar & Master Project Directory.
10. AIS Tracking Log

### **Task 1 - Assumptions**

For budgeting purposes, it is assumed that Consultant will perform all services.

1. Assume four (4) risk management review meetings per year.
2. Consultant's public outreach admin staff will not provide any strategic messaging, content development, or graphic design support.
3. Labor Standard Interviews will be conducted once per month and all documentation from these interviews will be provided to Valley Water's internal Labor Compliance staff.

### **Task 2 - Preconstruction Services**

Consultant will conduct constructability reviews of the construction Contract Documents, provide Valley Water with bidding assistance as requested, conduct pre-construction surveys, organize and conduct pre-construction conferences, and the following tasks as described below.

- 2.1** Constructability Review Report Template. Consultant shall develop a constructability review report template for review and approval by Valley Water. The report shall include but not limited to sequencing, milestones, risk allocation, bid analysis, potential claim risks, drawings and specifications conflicts, errors, omissions,

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inconsistencies, etc.

- 2.2** Construction Contract Documents Review. Consultant will conduct constructability reviews of the construction Contract Documents prior to construction contract bidding. The review will identify key issues and challenges that can be eliminated with adjustments to the design, identify challenging areas of the Project; and identify opportunities for improvements. Consultant will:

- 2.2.1** Familiarize itself with the site and the Contract Documents, including the draft Construction Risk Management Plan (Draft and Final), if available, and perform an independent constructability review and evaluate potential claim risks.
- 2.2.2** Facilitate the constructability reviews with the Consultant-provided experts, Valley Water, Valley Water's Designer, and other participants as Valley Water may direct.
- 2.2.3** At a minimum, consider the following Project elements as part of the constructability review written report to be provided:
  - a. Construction sequencing, transitions and milestones, risk allocation and bid items completeness;
  - b. Evaluate potential claim risk;
  - c. Conflicts between drawings and specifications;
  - d. Errors, omissions, or inconsistencies in the requirements of various paragraphs of the Contract Documents;
  - e. Construction schedule requirements including construction sequencing, phase transitions, and milestones;
  - f. Contractor staging and work areas;
  - g. Long lead time equipment;
  - h. Utility interferences;
  - i. Transportation and traffic;
  - j. Other potential risk exposure provisions.

- 2.3** Bidding Assistance. Consultant will assist Valley Water with its Contractor bidding process by reviewing and analyzing all bids submitted, including assistance with questions from bidders, and reviewing and analyzing addendums prior to issuance

- 2.3.1** Consultant will perform the following list of potential activities:

- a. Attend pre-bid meetings, present construction information, and prepare meeting minutes;
- b. Facilitate and coordinate site visit(s), and record meeting notes;
- c. Review bids, check contractor references, and prepare bid analyses; and
- d. Prepare draft Notice to Begin Work.

- 2.4** Preconstruction Documentation

- 2.4.1** Conduct preconstruction documentation of structures likely to be affected by



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construction, including on-site structures, public roadways, and adjacent neighborhood properties.

- 2.4.2** Document existing condition of structures using photos, video and notes, and summarize in a report.

### **2.5 Preconstruction Conferences**

- 2.5.1** Organize and conduct preconstruction conferences with Valley Water, Valley Water's Designer, Contractor, and applicable federal, state, local, and other regulatory agency representatives, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. The first conference will serve as a kick-off meeting for construction of the Project.
- 2.5.2** Review and become familiar with the Construction Contract Documents, including but not limited to, performing field site visits, conferring with Valley Water staff on the intent of and details for the Project, and developing a list of anticipated Contractor submittals.
- 2.5.3** Participate in the preconstruction conference with Valley Water and the Designer, and prepare an agenda and meeting minutes for distribution.
- 2.5.4** Develop agenda to discuss Project requirements, constraints, and construction procedures that consist of:
  - a. Reinforce the goals of the Project;
  - b. A review of the rules for working on Valley Water property;
  - c. Permit requirements, quality control, site safety, site security and maintaining Valley Water's good-neighbor policy; and
  - d. Generate checklist of activities that must be confirmed before Contractor's construction activities may begin such as: layout of Contractor's offices, construction staging, sequencing of the work, and cooperation of Contractor with Valley Water operations staff.
- 2.5.5** Record draft and final meeting minutes and distribute minutes to attendees.

### **Task 2 – Deliverables**

1. Construction review report template
2. Constructability review reports
3. Notes regarding Construction Risk Management Plan Updates

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4. Notes regarding Consultant's Bid analysis and recommendations
5. Pre-bid and site visit(s) meeting minutes and notes
6. Draft Notice to Begin Work
7. Preconstruction survey summary report, photos, videos, notes
8. Preconstruction meeting agenda and meeting minutes

### **Task 2 – Assumptions**

For budgeting purposes, it is assumed that Consultant will perform all services.

### **Task 3 - Construction Management**

Consultant will develop construction management processes and plans using the Consultant's construction management expertise, best industry practices, and/or in accordance with Valley Water's Construction Manual, as applicable and appropriate. Consultant shall use these processes and plans to perform Contractor's contract administration such as coordination and management for RFIs, Submittals, changes to Contract Documents, review, process and recommend approval of Contractor invoices, as well as manage construction scheduling.

#### **3.1 Construction Management Processes. Consultant will develop/update and administer:**

- 3.1.1** Request for Information (RFI) Process that will include, but not be limited to, receiving, reviewing, analyzing, determining required response suspense date, logging, routing, distribution, timely response, tracking, compiling a listing/database, and reporting. Consultant will coordinate and manage the RFI review and approval process in a timely manner. All RFI's will be included in the Weekly Construction Progress meeting by Consultant in an RFI log, and all documents related to the RFI will be kept in the Project Documents. The RFI Process document is an engineering document and therefore requires a licensed professional engineer's signature.
- 3.1.2** Submittal Process that will include, but not be limited to, receiving, confirming compliance with submittal requirements, reviewing, analyzing, logging, routing, distribution, timely response, tracking, compiling a listing/database, and reporting. Consultant will coordinate and manage the Submittal review and approval process in a timely manner, including managing required regulatory review submittals. All submittals will be included in the Weekly Construction Progress meeting by Consultant in a submittal log, and all documents related to the submittal will be kept as part of the Project Documents. The Submittal Process document is an engineering document and therefore requires a licensed professional engineer's signature.

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**3.1.3** Change Management Process to manage and control changes to the Construction Contract Documents. This will include, but not be limited to, procedures for Contract Document Clarifications (CDC), Change Order Requests (COR), Potential Change Orders (PCO), Change Orders (CO), Directed Change Orders (DCO), Construction Memos, Claims, Contingency Tracking/Forecasting, Bid Quantity Tracking/Forecasting and time and materials expenditures for force account or extra work directives. Institute a screening process for change requests initiated by Valley Water, Valley Water's Designer, or Contractor. All change management items will be included in the Weekly Construction Progress meeting by Consultant in various logs. Consultant will manage and control these changes using the process. The Change Management Process document is an engineering document and therefore requires a licensed professional engineer's signature.

**3.1.3.1** The change management process will include but is not limited to:

- a. Performing technical analysis to determine merit of changes and negotiate final price.
- b. Analyzing Contractor's requests for time extensions.
- c. Preparing a CCO package for approval and execution by Valley Water and Contractor.
- d. Issuing DCO to Contractor for the purpose of unilaterally modifying the Contract Documents.
- e. Reviewing Valley Water Designer's CDCs, providing technical input, providing comments, and determining if CDC constitutes a change order.
- f. Preparing Memos related to PCOs and CCOs:
  - (1) Justification memo for changes items valued over \$100,000. The memo shall document: Scope of the change; Reason for the change; Contractual basis justifying the change; consultant evaluation of cost, markups and negotiations; Agreed cost and time modifications; and provide other information regarding the Change Order.
- g. Managing Time and Material tag review and sign-off.

**3.1.4** Construction Contract Payment Process that will include, but not be limited to, the review of the Contractor's schedule of values, negotiation with the Contractor, preparation of payment requests by the Contractor, materials on

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hand, retentions, liquidated damages, bid quantity tracking/forecasting, verification of certified payrolls, Small Business Enterprise performance, percentage of contract payments, s-curves. This process will be used to process Contractor's progress payments. The Construction Contract Payment Process document is an engineering document and therefore requires a licensed professional engineer's signature. Consultant to provide justification memo to Valley Water for each of the Contractor's monthly progress payments that verifies/justifies each pay item requested by Contractor to be billed against, including all necessary backup documents for verification, and summary recommending approval of the progress payment.

### **3.2 Construction Management Plans. Consultant shall prepare:**

**3.2.1** Document Control Management Plan which will include but not be limited to the utilization of a web-based Document Control System (DCS), Projectmates, to facilitate efficient communication and maintain Project data and records. The system will provide a centralized document exchange portal to communicate technical and other Project-related information with approved secure access levels and includes features to log and track documents (submittals, RFIs, PCO, etc.), and provides storage of electronic copies with secure access levels. The Plan will include:

**3.2.2.1** Defining the data and records to be stored in the web-based system, and the data and records to be stored on a hard copy filing system for other construction data and records;

**3.2.2.2** Consultants quality control of the DCS, including to assure documents are uploaded on time, organized and complete.

**3.2.2.3** Providing monthly reports.

**3.2.2** Record Document Management Plan which will include but not be limited to maintaining and updating the set of Construction Contract Documents, recording addenda, design clarifications (DC), tracking of revised sheets issued through design change, maintaining an electronic set of compiled plans and specs based on approved DC's, and other modifications implemented during the construction. The Plan will also include the approach to be used by the Consultant to monitor that the Contractor is maintaining and updating its as-built drawings monthly.

**3.2.3** Construction Management Action Item and Decision Log. Consultant will establish and maintain a log of Construction Management Action Items and Decisions. This log will document action items and concerns and issues throughout the term of the Agreement which require resolution by Valley Water and/or Consultant. The log shall contain significant construction management issues requiring a decision or action by Valley Water and/or

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Consultant. Review of the issue/action-tracking log shall be an agenda item at all meetings chaired by the Consultant.

### **3.3 Project-Specific Subtasks.**

**3.3.1** Schedule Management Plan. Consultant will prepare a schedule management plan which will include but not be limited to the review of the Contractor's baseline and updated schedules, the review of the Contractor's four-week look-ahead schedule reported weekly by the Contractor, review the progress of construction, evaluate the percentage complete of each construction activity, review with the Contractor such reviews (four-week look-ahead, monthly updated schedule). Monitoring, tracking of the construction schedules, use of inspector's daily reports, weekly summary reports, observations, review of Contractor's recovery schedules, evaluation of potential delays. The plan will also include reviews for Contractor's time extension requests and time impact analysis. The Consultant will also prepare and update a detailed and a high level daily, weekly and monthly as-built (actual versus planned) schedule for use by Valley Water. The Schedule Management Plan is an engineering document and therefore requires a licensed professional engineer's signature;

**3.3.2** Correspondence/Notices Management Plan. Consultant will log all correspondence and notices with the Contractor and Valley Water and assist in the preparation of correspondence / replies to the Contractor.

### **Task 3 – Deliverables**

1. RFI, Submittal, Change Management, Construction Contract Payment, Schedule Management, Correspondence/Notices Management, & Budget Management Processes, (documents & flowcharts).
2. Document Control, Record Document Management Plans (documents and flowcharts).
3. Construction Management Action Items and Decision Log.
4. Daily, Weekly and Monthly As-Built schedule.

### **Task 3 – Assumptions**

1. For budgeting purposes, it is assumed that Consultant will perform all services.
2. For schedule management, it is assumed that that Consultant will provide a minimum one full time on-site scheduler during construction.
3. Valley Water will provide Projectmates licenses and access to the Consultant.

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4. In reservoir and embankment work will occur between April 15 and November 15 yearly.

### **Task 4 - Quality Assurance and Quality Control (QA/QC) Program**

Consultant will develop a QA/QC Program to enforce the Contractor's QA/QC, using the Consultant's construction management expertise, best industry practices, and/or in accordance with Valley Water's Construction Manual, as applicable and appropriate.

- 4.1 QA/QC Program.** Consultant will develop and implement a QA/QC Program which will include:
  - 4.1.1** Plan to enforce the Contractor's QA/QC plan.
  - 4.1.2** Plan or approach that the Consultant will use to monitor and document that the Contractor's construction activities are performed in accordance and in compliance with the Construction Contract Documents, permit requirements and all applicable codes, standards and regulations including documentation of non-conforming activities and their resolution.
  - 4.1.3** Plan or approach that the Consultant will use to monitor that all construction activities are inspected and observed by qualified inspectors, monitor that the activity is in compliance with the Contract Documents, and will include but not be limited to monitoring and tracking of the daily work of the Contractor, identification of site and operational safety conditions (see Task 7 Construction Inspections, subtask 7.4 Special and Specialty Inspections).
  - 4.1.4** Construction Quality Control Inspection Plan (per subtask 4.2.1 Construction Quality Control Inspection Program) defining responsible persons for the performance of QA and QC activities.
- 4.2 Project-Specific Subtasks**
  - 4.2.1** Construction Quality Control Inspection Program. Consultant shall develop, take ownership, and stamp (PE) the Construction Quality Control Inspection Program (CQCIP), in accordance with Chapter VII of FERC Guidelines (see Schedule CM, Attachment Four, Reference Materials) or the latest available version of the Guidelines. The CQCIP shall be developed in collaboration with Valley Water and the Engineer of Record. At a minimum the CQCIP shall detail all processes necessary to assure work is constructed in accordance with approved drawings and specifications, establish detailed inspection and testing schedules for the project, and include necessary inspection checklists. CQCIP draft version shall be provided within 14 days of NTP and final version within 30 days of NTP. The Program shall be submitted to FERC for review and

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approval. Upon approval, the Consultant shall implement the program including the subtasks listed below.

**4.2.1.1** Performing Quality Assurance inspections of the Contractor's construction Quality Control program for the Project.

**4.2.1.2** Engaging an independent firm, as a specialty firm or a subconsultant, to conduct a reasonable percentage of materials and laboratory tests to provide assurance that the Contractor's QC testing is accurate and valid and complies with design requirements.

**4.2.2** Construction Surveillance and Monitoring Plan. Consultant shall take ownership to update and stamp (PE) the Construction Surveillance and Monitoring Plan (CSMP), in accordance with Chapter XIV of FERC Guidelines (see Schedule CM, Attachment Four, Reference Materials) or the latest available version of the Guidelines. CSMP draft version shall be provided within 60 days of NTP. The Program shall be submitted to FERC for review and approval. Upon approval, the Consultant shall implement the program.

### **Task 4 - Deliverables**

1. Construction Management QA/QC Program.
2. Construction Quality Control Inspection Program (CQCIP)
3. Construction Surveillance Monitoring Plan

### **Task 4 – Assumptions**

1. CQCIP materials testing and specialty inspections will be performed at a reasonable frequency and percentage of the Contractor's testing requirements defined in the Contract Documents.
2. For budgeting purposes, it is assumed that Consultant will perform all services.
3. Survey includes one (1) initial site visit during construction and five (5) visits per year during construction for years 1-6, and an as-built survey.
4. Consultant's QA materials testing is assumed at 10% of the contractor's QC testing volume. Volumes are based on reference documents and will be adjusted based on Contractor's plan.
5. Embankment material test fills for Contractor means and methods will be performed during the April 15 to November 15 construction season and will include inspection and testing of shell, transition, core, filter, and drain materials, two (2) test fills total

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will be performed that will include all zones and materials from the existing dam, Packwood Gravel Borrow Pit, and BHBA.

6. Equipment and equipment operators needed for zone 5 shell testing will not be provided by the Consultant.
7. FERC related QCIP submission includes two (2) revisions.
8. FERC related CSMP submission includes two (2) revisions.
9. Year 7 will include closeout and restoration work with minor testing.

### **Task 5 - Safety Management**

Consultant will perform services relating to safety management of the work site.

- 5.1** Safety Program. Consultant will ensure that all required safety training is provided to Consultant's Project staff in accordance with applicable Cal/OSHA requirements and along with routine refresher training (for example confined space training, lock-out-tag-out training, fall protection training, etc.). Additionally, Consultant will ensure that:
  - 5.1.1** Each member of the Consultant's team will have appropriate personal protection equipment (PPE) and be provided with safety instructions.
  - 5.1.2** Safety training records for the Consultant's team will be maintained and kept current.
  - 5.1.3** All Consultant's Project staff have necessary safety training, are aware of safety protocols, and have the necessary PPE related to project specific hazards (e.g., Naturally Occurring Asbestos (NOA)).
- 5.2** Oversight for Contractor's Safety Responsibilities. Consultant will provide oversight of all Contractor's safety activities and will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
  - 5.2.1** Monitor, identify, and notify Contractor and Valley Water promptly, of any potential safety issues.
    - 5.2.1.1** Consultant staff, including inspectors (civil, mechanical, electrical, etc.), will be responsible for their respective areas of work. General site oversight will be performed by the Chief Inspector and other senior level staff, as appropriate.
  - 5.2.2** Review for general compliance the Contractor's safety program and safety related submittals and enforce site safety.
    - 5.2.2.1** The Construction Manager/Resident Engineer, and other senior level staff, as appropriate, will be responsible for reviewing safety related submittals for general compliance.



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**5.2.3** Participate in safety meetings with Contractor staff as needed.

**5.2.3.1** The appropriate discipline inspectors (civil, mechanical, electrical, etc.) will attend safety tailgate meetings with the Contractor. The Chief Inspector and/or other appropriate senior level staff will meet with the Contractor's safety manager weekly to discuss general site safety related items.

**5.2.4** Process incident reports generated by the Contractor and notify Valley Water promptly of any incident.

**5.2.4.1** Consultant staff responsible for processing incident reports include the Construction Manager/Resident Engineer, and other senior level staff, as appropriate.

**5.2.5** Ensure that site visitors receive information related to general site safety guidelines, coordinate any necessary safety training for visitors with the Contractor, and escort visitors around the site.

**5.2.5.1** The Construction Manager/Resident Engineer and/or other senior level staff will brief site visitors on safety related items in regard to ongoing construction activities and assist Valley Water with coordinating visitor tours with the Contractor. The Chief Inspector and/or other senior level staff will escort visitors as needed to the active construction areas and inform visitors about the general site safety guidelines.

### **5.3 Project Specific Subtasks**

**5.3.1** Personal Air Monitoring Program (PAMP): Conduct a Personal Air Monitoring Program (PAMP) for onsite CM, EOR, and Valley Water staff. The air sampling data shall be collected, analyzed by a laboratory, and monitored by work class. The PAMP shall be overseen by a Certified Industrial Hygienist (CIH), or for NOA a CIH or DOSH Certified Asbestos Consultant (CAC) who is trained in accordance with Cal-OSHA requirements for asbestos related work. If personal monitoring results indicate that exposures exceed Cal-OSHA Permissible Exposure Limits (PELs), then the CIH shall recommend engineering controls and/or upgrading of respiratory protection. Records shall be retained for the duration of the Project and transmitted to Valley Water at the end of the Project.

### **Task 5 – Deliverables**

1. Review Contractor's safety program and safety related submittals and provide comments.
2. Consultant's safety oversight records maintained onsite.
3. Consultant's safety training records.

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### **Task 5 – Assumptions**

1. For budgeting purposes, it is assumed that Consultant will perform all services.
2. Consultant staff will require site-specific safety training from others, as needed to enter areas of the project site.
3. The CM team will provide a quarter-time (1/4) safety manager during the project to verify and support the Contractor and on-site staff with safety compliance.
4. PAMP scope is specifically for monitoring potential naturally occurring asbestos (NOA) exposure for CM, EOR, and VW staff only. (e.g. other hazards and other personnel are not included as a part of this scope.)
  - a. Assumes up to 2 full-time staff members tasked with performing sampling while providing oversight and documentation over the course of a 7-year project duration. Year 7 will be reduced to 1 full-time staff.
  - b. Assumes up to 4 construction activities being monitored per shift, and/or up to 8 activities per day. (e.g. here activity could be, but isn't limited to, any of the following examples: a CM staff member observing work inside a regulated area, VW staff member touring the site, an area sample located at a regulated area boundary, or an area sample located inside the CM office trailer.)
  - c. Assumes a minimum of 3 samples collected per activity (assumes 1 excursion sample and 2-time weighted average samples) and analyzed by PCM with a 24-hour turnaround time.
  - d. Assumes that 10% of PCM samples will need to be forward for NIOSH 7402 TEM analysis.

### **Task 6 - Training, Testing, Start-Up, and Commissioning**

Consultant will perform services relating to the training of Valley Water staff, plant start-up, and commissioning, and the following tasks described below.

- 6.1** Valley Water Staff Training. Consultant will coordinate Contractor-provided Valley Water staff training.
  - 6.1.1** Consultant will arrange for manufacturer-provided Valley Water staff training, if required, Consultant will:
    - 6.1.1.1** Review Contractor's training schedules and training plans; and
    - 6.1.1.2** Coordinate and provide all logistics for the training.

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**6.1.1.3** Provide required documentation of training attendance for Contractor and subcontractors.

**6.2** Testing, Start-Up, and Commissioning. Consultant will coordinate training once the equipment has arrived and installation is advanced sufficiently to provide for manufacturer inspections and certification of proper installation.

**6.2.1** A representative of the manufacturer or manufacturers will visit the site and examine installation to confirm proper installation. After all necessary adjustments are made, the manufacturer's representative will certify the proper installation of equipment and provide operations staff with training on operation and maintenance. Consultant will:

**6.2.1.1** Coordinate functional and operational testing activities with Contractor, manufacturers, Valley Water's Designer and Valley Water;

**6.2.1.2** Review Contractor's test procedures; witness Contractor's testing; and receive and review Contractor's test reports;

**6.2.1.3** Provide a start-up manager to lead, plan, manage, and document all work included in, or directly related to, start-up and commissioning;

**6.2.1.4** Form and lead and document the activities of an on-site Start-up Team of supervisory staff qualified as a team in all elements of the start-up process, utilizing Consultant staff, Valley Water staff and Valley Water's Designer, Contractor, and Contractor's mechanical, electrical and instrumentation subcontractors, and others as appropriate for the testing, start-up and commissioning. Activities to be performed consist of:

**6.2.1.4.1** Develop example templates and content to communicate start up plan submittal expectations.

**6.2.1.4.2** Facilitate the review of Contractor's submittals for startup plans.

**6.2.1.5** Prepare start-up and commissioning plans;

**6.2.1.6** Coordinate and schedule start-up and commissioning activities;

**6.2.1.7** Lead, coordinate, direct, and manage day-to-day start-up and commissioning activities; and

**6.2.1.8** Develop detailed start-up and commissioning schedules integrated with the Contractor's construction schedule.

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### **Task 6 – Deliverables**

1. On-site training facilities
2. Operator training and assistance will be provided during testing, start-up and commissioning
3. Coordination of Manufacturer training during testing, start-up and commissioning
4. Start-up and Commissioning Plans and implementation
5. Weekly reports of start-up and commissioning activities
6. Logs of Contractor and subcontractor's attendance in required trainings

### **Task 6 – Assumptions**

1. All recommended and required training, including any video training, will be conducted at a field office, in a Valley Water office, or in the Consultant's office as requested by Valley Water.
2. For budgeting purposes, it is assumed that Consultant will perform all services.

### **Task 7 - Construction Inspections**

The Consultant will perform services relating to construction inspection, special and specialty inspection services and will provide immediate feedback to Valley Water and Contractor on construction activities, site and operational safety conditions, and will document the work performed in detailed daily reports. The reports will be logged and will be readily available for viewing by Valley Water. The inspection reports will provide a detailed accounting of the work performed and serve to determine whether work is completed in accordance with Contract Documents and Regulatory Documents (refer to Section 2, subsection 2b, of this Agreement). The Consultant will utilize the inspection reports in preparing the monthly progress payments to identify work progress on the schedule of values and address any items of nonconforming work.

#### **7.1 Inspections. During inspections, Consultant will:**

- 7.1.1** Have qualified inspectors present during construction work hours who possess the necessary expertise to verify whether work is performed in compliance with the Contract Documents, including but not limited to plans, specifications, and applicable codes. To ensure compliance, the inspectors will utilize appropriate inspection methods and tools, including but not limited to tape measurers, levels, calipers, and any other device as appropriate.

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- 7.1.2** Provide monitoring of the construction work and field verification, tracking, and audit of contractor's QC Program.
- 7.1.3** Plan and coordinate with the Contractor, inspections of construction work to provide the needed special and specialty inspections. Inspections will focus on Contractor compliance with Contract Documents, and Regulatory Documents.
- 7.1.4** Coordinate, schedule, and participate in regulatory agency inspections by DSOD and FERC. QA inspection shall occur prior to regulatory inspections.
- 7.1.5** Comply with approved Construction Quality Control Inspection Program (QCIP) and Construction Surveillance Monitoring Plan (CSMP) for the duration of the project.
- 7.1.6** Retain a California licensed Surveyor to:
  - 7.1.6.1** Verify baseline survey points prior to construction.
  - 7.1.6.2** Provide periodic surveys to verify compliance with line, grade, and coordinates.
  - 7.1.6.3** Verify bid item quantities in accordance with Payment Procedures
  - 7.1.6.4** Perform as-built surveys of improvements as requested.
- 7.1.7** Provide daily and weekly inspection reports with a written and photographic record of observations including weather conditions, Contractor work force and equipment, significant material or equipment deliveries, QA and QC work performed, and indicate bid item work being conducted. Note any non-adherence to safety procedures along with corrective action taken, delays—including cause of delay, equipment breakdowns or other field problems, visitors, and other pertinent observations.
- 7.1.8** Chief Inspector to provide overall daily summary report of all construction activities performed on site and distributed to pre-approved members of the Valley Water Project team and EOR by end of each day or following morning.
- 7.1.9** Verify work quality with the Consultant inspection staff through visual inspection, materials testing, and will utilize as-needed special and specialty inspections.
- 7.1.10** Track and verify progress of work for payment purposes and determine whether Contractor's progress payment request reflects the submitted

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schedule of values and the work actually performed and document these activities in the monthly progress report.

**7.1.11** During inspections, advise the Contractor of any nonconforming work observed and, if not corrected within designated timeframes, Valley Water will be notified.

**7.1.12** During extra work performed on a Time and Material basis, inspector shall analyze, review and sign contractor's daily extra work reports by the end of shift on the day the extra work is being performed.

**7.2** Nonconforming Work. Nonconforming work, corrected or not corrected in accordance with designated timeframes, will both be recorded on deficiency lists and addressed in QA/QC meetings as well as the weekly progress meetings. Consultant will:

**7.2.1** Provide sufficient qualified, experienced inspection staff to monitor all major work activities associated with work performed on all shifts and days worked by Contractor, and to perform all inspections, special and specialty inspections as required per the QA/QC Program and in accordance with the QCIP.

**7.2.2** Inspect materials, equipment, construction procedures, work in progress, and completed work for compliance with the Contract Documents.

**7.2.3** Monitor Contractor's look-ahead schedule and confer with Contractor so that qualified personnel including specialty inspectors are scheduled on an as-needed basis to inspect and monitor quality control for all major work activities.

**7.2.4** Inspect completed work for contract compliance and generate appropriate deficiency lists.

**7.2.5** Develop and implement a written communication system and database notifying Contractor of all nonconforming work and safety violations.

**7.3** Division 1 and Special Provisions Compliance. The Special Provisions section of the Contract Documents set forth work requirements during construction including phasing and sequencing, and compliance with Regulatory Documents. Valley Water's Construction Manual provides specific instructions on monitoring for Special Provisions compliance such as restrictions on work hours, traffic control, and limiting impacts to surrounding neighborhood.

**7.3.1** The Consultant will monitor Contractor compliance with the Special Provisions and mitigation measures thereby reducing construction risk. Key areas of monitoring by the Consultant include stormwater (SWPPP), environmental compliance, discharge permits, and disruption to the neighborhood (Refer to Task 9.5.2 for further SWPPP compliance monitoring).

## **SCHEDULE CM SCOPE OF SERVICES**

- 7.3.2** Consultant will provide the Contractor with written notification when the Consultant observes work activities or job conditions violating requirements of the Special Provisions and/or Regulatory Documents. These noncompliance notifications will be logged into the DCS and notification will be provided to the Contractor and Valley Water immediately. These concerns will be followed up at weekly construction meetings and at QA/QC meetings to assure the Contractor mitigates previous actions and performs work in accordance with Special Provisions and/or Regulatory Documents.
- 7.3.3** Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
- a. Monitor Contractor compliance with all Division 1 and Special Provisions specifications and Regulatory Documents consisting of mitigation commitments, wildlife and habitat protection measures, discharge permits, and erosion and sedimentation control requirements;
  - b. Monitor Contractor's noise, vibration, traffic, air quality, and odor control mitigation plans for contract requirements;
  - c. Provide written notification to Contractor and Valley Water with a compliance concern immediately; and
  - d. Provide immediate notification to Contractor and Valley Water of noncompliance with specifications and Regulatory Documents.
- 7.4** Special and Specialty Inspections. Special and specialty inspections require certifications or in some cases professional registrations in accordance with California Building Code and governing regulations. Consultant will provide such certifications or registrations for the Project.
- 7.4.1** Consultant will, based on and in accordance with Valley Water's Construction Manual, the Special and Technical Provisions of the Project Construction Contract Specifications, applicable ASME Code and relevant industry standards and best practices, provide, conduct, and/or verify the compliance with and completion of special inspections, as applicable and appropriate, for the Project.
- 7.4.2** At a minimum, Consultant will provide, conduct, and/or verify the compliance with and completion of all special inspections, as applicable and appropriate, for Alternate Materials and Systems, Soil (Grading, Excavation, Backfill, Compaction, and Stockpile Management), Dredging, Tunneling, Ventilation, Lining and Coating, Electrical, Mechanical, Foundations, Asphalt Concrete, Reinforcing Steel, Concrete, Shotcrete, Masonry, Structural Steel, Welding, High Strength Bolting, Nondestructive

## **SCHEDULE CM SCOPE OF SERVICES**

Testing, Fire-Resistant Materials (Sprayed and Mastic & Intumescent), Post installed Anchors and Dowels (Installation and Proof Loading), Seismic and Wind Resistance Requirements, and Architectural and Building System Requirements. Additionally, Consultant shall comply with the requirements of the Project CQCIP.

### **7.5 Permit-Required Training**

**7.5.1** Consultant will attend and complete all necessary trainings identified in the Regulatory Documents that require all personnel who engage in construction activities or have oversight at the Project site to attend trainings on compliance with the Project's Regulatory Documents and how to perform their duties in compliance with those Regulatory Documents.

### **Task 7 – Deliverables**

1. Daily Inspection Reports and Daily Chief Summary Report
2. Surveys to verify Contractor compliance with line, grade and coordinates
3. Weekly inspection summary reports
4. Photographic records (in both digital and printed forms)
5. Deficiency List
6. Notifications of non-conformance to the Contractor and Valley Water
7. Special Inspection verification reports
8. Written communication system and database notifying Contractor of all nonconforming work and safety violations
9. Maintain records on correspondence to Contractor on compliance issues.
10. Perform special inspections and records regarding specialty inspection.

### **Task 7 - Assumptions**

1. Photographs will be taken daily by inspection staff during regular inspection hours and included in Daily Inspection Reports.
2. Consultant will satisfactorily complete the necessary environmental, biological, safety training required to complete the contract tasks in accordance with the Project Regulatory Documents and federal, state, and local laws, regulations, and ordinances required for the construction of the Project.



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3. Construction Contractor will conduct all biological inspections, monitoring, and reporting. Consultant will provide regulatory compliance oversight to confirm Contractor's work and verify compliance with Regulatory Documents and Specifications.
4. Compliance violations will be reported by the Consultant to Valley Water immediately upon discovery.
5. For budgeting purposes, it is assumed that Consultant will perform all services.
6. Survey costs are based on 5 mobilizations per year to verify and check quantities and data for as-builts.

### **Task 8 - Partnering, Claims and Dispute Management**

Consultant will attend the partnering sessions, which will include the initial partnering session and follow-up sessions, as directed by Valley Water. To address the potential of construction claims and disputes, the Consultant will facilitate a claims management process including organizing selection of Valley Water's representative and coordinating activities of the Dispute Review Board, if requested by Valley Water. These steps will include reasonable efforts to address disputes and prepare position papers for presentation to the Dispute Review Board (DRB). A claims and disputes management plan will be included in the Construction Management Work Plan (CMWP) to provide strategies for identifying, organizing, managing and addressing potential claims.

- 8.1** Partnering. Consultant will attend the partnering sessions, after construction commences.
- 8.2** Claims Management. Consultant will perform services relating to claims and management of disputes. Beginning with commencement of this Agreement, Consultant will identify key risks and implement proactive strategies to address potential claims and disputes before they occur. One method of addressing disputes that may arise during construction of the Project is through implementation of a Dispute Review Board (DRB). Consultant will:
  - 8.2.1** Implement Valley Water-approved procedures including processes for analyzing claims, coordination and communication on disputed issues with Project team, and tracking progress of claim and disputes.
  - 8.2.2** Participate with Valley Water in the Dispute Review Board process, including:
    - 8.2.2.1** Coordinate selection of Valley Water's DRB member;

## **SCHEDULE CM SCOPE OF SERVICES**

- 8.2.2.2** Attend DRB meetings and update the DRB on construction progresses and any potential issues that require DRB's resolution; and
- 8.2.2.3** Prepare written "position papers" to be reviewed by Valley Water and which may be used for presentation(s) to the DRB as needed.
- 8.2.3** Implement a claims and disputes management plan, with regard to issues remaining unresolved, as identified in Consultant's CMWP in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Consultant will implement prescriptive procedures from the CMWP and coordinate continued efforts to resolve the claims or disputes with Valley Water and Project team, including notification, compiling supporting documentation and records, and claims analysis.
- 8.2.4** Apply its management skills to avoid or minimize claims during construction by maintaining positive working relationship with the Contractor, and make all reasonable efforts to review and resolve disputes on behalf of Valley Water as approved by Valley Water.
- 8.2.5** Identify and resolve claims for additional compensation early and equitably.
- 8.2.6** Apply procedures for enabling work to proceed in the event differences arise over the responsibility for, or cost of, added work.
- 8.2.7** Document events and activities accurately to provide a reliable basis for investigation at a later date.
  - 8.2.7.1** Maintain documentation and records on all relevant decisions and facts relating to disputes on an ongoing basis;
  - 8.2.7.2** Maintain said records in an orderly manner and make available to Valley Water Project personnel upon request;
- 8.2.8** Analyze claims for additional time and/or compensation submitted by Contractor and prepare responses.
- 8.2.9** Perform claims administration, including coordination and monitoring, perform claims resolution negotiations, log and track claims status, and inform Valley Water on the status of claims or potential claims.
- 8.2.10** When Contractor files a notice of potential claim or dispute in accordance with the Contract Documents, Consultant will:
  - 8.2.10.1** Promptly notify the Contractor the Notice was received;

## **SCHEDULE CM SCOPE OF SERVICES**

**8.2.10.2** Notify Valley Water and Valley Water's Designer of the dispute; and

**8.2.10.3** Assign a dispute tracking number to the dispute and create a dispute file.

**8.2.11** The following information shall be prepared and continuously updated and maintained in the dispute file by Consultant;

- a. All formal data, pertinent data, and records such as daily Contractor reports, progress pay reports, special meeting notes, reports, summaries, etc.;
- b. Summary of the dispute, by issue, clearly stating the Contractor's position on each issue:
  - 1) A summary sheet with a chronological listing of events and/or items such as letters to Contractor, meetings, etc., and a brief statement of content;
  - 2) Documentation of pertinent conversations with Contractor;
  - 3) All pertinent inspection reports; and
  - 4) Captioned and dated photos and video tape.
- c. Additional documents such as:
  - 1) Drawings, shop drawings and Technical Specifications with the areas in question highlighted or noted by other appropriate means;
  - 2) Correspondence between Consultant and Contractor, Consultant and Valley Water's Designer, etc.; and
  - 3) Any other documentation that supports the position of the Contractor and Consultant etc.

**8.2.12** If a potential claim is not resolved by the completion of the Project, Consultant shall prepare a formal claims report stating the Consultant's recommendation for resolution of the dispute or claim. The claims report shall be prepared in the appropriate format and solely to assist Valley Water's Legal Counsel.

### **Task 8 - Deliverables**

- 1. Organize Dispute Review Board and generate DRB agenda and meeting minutes
- 2. Maintain documentation regarding potential and actual disputes to provide for a reliable basis for investigation
- 3. Written position statements, verbal presentations, regular updates on progress of Project to DRB
- 4. Maintain a Dispute File for actual disputes

## **SCHEDULE CM SCOPE OF SERVICES**

5. Claim status reports (draft and final)
6. Claim analysis reports (draft and final)
7. Formal claims report as needed

### **Task 8 - Assumptions**

1. For budgeting purposes, it is assumed that Consultant will perform all services.
2. Includes participation in a kickoff partnering meeting during pre-construction and up to four (4) partnering meeting per year during construction.
3. Includes participation in up to four (4) Dispute Resolution Board meetings per year.
4. Includes allowance of up to 240 hours for potential claims analysis and resolution.  
Does not include expert testimony.

### **Task 9 – Environmental Compliance Services**

- 9.1** Consultant shall work with Valley Water to develop the Environmental Compliance Monitoring Plan (Draft and Final) to detail the rules, procedures and limits with regard to regulatory constraints. The plan will lay out the proper planning and sequencing of the required monitoring activities with a mindfulness towards the construction schedule to keep the Project on track and avoid unnecessary delays. The Environmental Compliance Monitoring Plans (Draft and Final) will be developed to reflect the regulatory requirements for the Project. Final version of the plan shall be provided within 60 days of NTP.
- 9.2** The Consultant shall review and monitor the Contractor's environmental compliance with the Project's Regulatory Documents (refer to Section 2. Scope of Services, subsection C.2) of this Preliminary Scope of Services) during construction including implementation of Storm Water Pollution Prevention Plans and Asbestos monitoring.
- 9.3** Consultant will monitor compliance with Division 1 specifications and Regulatory Documents including mitigation commitments, wildlife and habitat protection measures, muck disposal, discharge permits and erosion and sedimentation control requirements. The Consultant will also monitor the Contractors noise, vibration and traffic, and odor control mitigation plans for contract requirements. Consultant will provide the Contractor and Valley Water with written notification of compliance concern and violations immediately.
- 9.4** Have qualified environmental/biological staff present during construction work hours to verify whether work is accomplished in accordance with the Contract Documents and Regulatory Documents (refer to Section 2 Scope of Services, subsection C.2), of this Preliminary Scope of Services), including, but not limited to:

## **SCHEDULE CM SCOPE OF SERVICES**

- 9.4.1** Monitoring, documenting compliance, and verifying the contractor's daily environmental monitoring responsibilities, including all reporting requirements per the resource agencies.
  - 9.4.2** Managing and tracking resources agency required submittals/data from the contractor.
  - 9.4.3** Managing and tracking any environmental violation and corrective actions.
  - 9.4.4** Providing sufficient environmental/biological staff to monitor, document, and verify all contractors monitoring roles (i.e., Contractor's: Day to Day Environmental Compliance Monitor, Qualified Biologist, Biological Monitor, Air Quality/Noise/ Vibration Monitor, Qualified Archaeologist, Qualified Paleontologist, Historic Architect, Water Quality Monitor, Sediment Monitor, SWPPP Inspector).
- 9.5** Project-Specific Subtasks
- 9.5.1** Consultant shall take ownership to update and stamp (PE and CIH) the Asbestos Dust Monitoring Plan (ADMP) and the Construction Air Monitoring Plan (CAMP). Consultant shall perform the construction air quality monitoring around the perimeter of the Anderson Dam construction site up to 20 sample locations in accordance with the ADMP and CAMP. The objective of the air quality monitoring is to develop and maintain a cohesive, stable and data set of air quality measurements. The monitoring program will comply with the Bay Area Air Quality Management District (BAAQMD) requirements which include:
    - 9.5.1.1** Collection of construction air monitoring samples (collectively referred to as events) every day there is ground disturbance on the ADSRP including tunnel activities.
    - 9.5.1.2** The events will include 21 samples (18 stations, 1 duplicate, 1 blank and 1 QC).
    - 9.5.1.3** Analyze the samples from each event within 24 hours of sample receipt for Naturally Occurring Asbestos (NOA), PM10 inhalable particles, metals in tile dust (cobalt, nickel, chromium, zinc). Frequency for PM10 sampling shall be weekly.
    - 9.5.1.4** Perform meteorological monitoring for each event.
    - 9.5.1.5** Purchase, installation and maintenance of additional monitoring equipment, filters, supplies and accessories to collect and record samples when ground disturbance work is occurring (including tunneling and underground work).

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- 9.5.1.6** Prepare data summaries every two weeks and distribute to Valley Water and BAAQMD.
- 9.5.1.7** Notify Valley Water as soon as possible if NOA air monitoring results indicate levels equal to or greater than 0.016 structures per cubic centimeter from any airborne asbestos monitor.
- 9.5.1.8** Assist Valley Water in evaluation of NOA exceedances relative to site operations and immediately implement mitigation measures in response to any elevated reading(s) and conduct a root cause analysis of cause(s) of the elevated reading(s).
- 9.5.1.9** Conduct technical systems audit of the air quality monitoring program to include review of monitor siting, sample collection records (i.e., COC forms and field logs), and site maintenance activities.
- 9.5.1.10** Conduct performance evaluation of the air quality monitoring program to include a quantitative, point-in-time evaluation of the data quality of the sampling and analytical systems being tested.
- 9.5.2** Consultant shall provide the services of qualified staff to assist Valley Water with Storm Water Pollution Prevention Plan (SWPPP) implementation oversight monitoring and reporting. The scope includes:
  - 9.5.2.1** Review and comment on the contractor's SWPPP by a Qualified SWPPP Developer (QSD).
  - 9.5.2.2** On a monthly basis for the duration of the project, the QSD or their representative (with QSP level qualifications) will perform a site review of the contractor's SWPPP implementation. Prior to the site visit, conduct a review of any contractor submittals or updates to prepare for the visit. After the site inspection, prepare a report that details observations and compliance status notes and submit to VWPM.
  - 9.5.2.3** To ensure compliance with the contract and permit requirements, a QSD will perform a review of the Contractor's Annual Reports and provide comments and recommendations prior to the Annual Reports being submitted through SMARTS.

### **Task 9 – Deliverables**

1. Environmental Compliance Monitoring Plan
2. Monthly Compliance Reports
3. Compliance records with Daily Inspection Reports

## **SCHEDULE CM SCOPE OF SERVICES**

4. Records of Compliance correspondence with Contractor
5. Weekly water quality reports
6. Daily Reports of Permit violations
7. Construction bi-monthly Air Monitoring Data summaries
8. Technical and Performance System Audit Reports every 6 months
9. Monthly inspection report for SWPPP
10. Review of Contractor's SWPPP Plan, Amendments, and Annual Report

### **Task 9 – Assumptions**

1. For budgeting purposes, it is assumed that Consultant will perform all services.
2. The Consultant shall have qualified environmental/biological staff to perform the Environmental Compliance Services.
3. NOA monitoring is proposed to start during preconstruction to develop a baseline level to compare future readings.
4. Consultant's environmental/biological staff will provide regulatory compliance oversight to confirm Contractor's work and verify compliance with Regulatory Documents and Specifications
5. The following responsibilities will be performed by Consultant on behalf of Valley Water:
  - a. Make prompt notice (within next business day) to BAAQMD of NOA level exceedances which will include the monitoring results indicating sampler ID, location, actual TEM structures per cubic centimeter, sample date, and analysis date.
  - b. Submit the causal analysis and mitigation measures for any NOA exceedances to BAAQMD within 2 days of receiving lab results.

### **Task 10 - Acceptance and Close-Out**

The Consultant will facilitate acceptance of each construction milestone and the construction once their respective commissioning period has been completed and shall document all such activities in the weekly progress report. During the later stages of construction for each milestone, the Consultant will meet with the Contractor and develop deficiency lists based on record of inspection and observed non-compliant work and document such activities in the weekly progress report. The Consultant will regularly

## SCHEDULE CM SCOPE OF SERVICES

follow-up with the Contractor to address the deficient work items prior to commencement of operational testing. Included with system acceptance will be obtaining required warranties and guarantees from equipment manufacturers and contractors which fully comply with the Contract Documents.

**10.1** Acceptance and Contract Close-Out. The Consultant will begin the process of milestone acceptance near the conclusion of each milestone and the process of construction acceptance and Construction Contract close-out near the conclusion of the construction. The Consultant will implement the steps called out in Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Each step will be documented and include a complete review of contract administration, quality assurance and inspection, and plant operations which will be incorporated into the Final Project Report.

**10.1.1** A complete review of the DCS will be made to identify any unresolved issues for RFIs/submittals/deliveries/warranties services or certifications. Documentation for each step of the close-out process will be assembled along with a calendar of warranty inspection and follow up activities. This information will be incorporated into a Milestone Completion Report and a Final Project Report prepared by the Consultant recommending acceptance of the milestone and the completion of the construction, respectively. This will include confirmation activities, submitting final photos for each milestone and assisting Valley Water staff with preparation of recommendation for milestone acceptance and construction acceptance.

**10.1.2** Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:

**10.1.2.1** Manage deficiency list process;

**10.1.2.2** Coordinate the efforts of Valley Water's Designer, Valley Water, Valley Water Operations, Permit Authorities to develop a list of deficiencies;

**10.1.2.3** Coordinate with Contractor, Valley Water Operations, and other parties to correct the deficiencies including a description of the final disposition of the deficiency in the Milestone Completion Report and Final Project Report;

**10.1.2.4** Conduct an inspection of the completed work for each milestone, and of the entire jobsite, and review all documents to determine if all construction efforts are in compliance with the Contract Documents;

**10.1.2.5** Verify closure/completeness/delivery of all RFIs, submittals, O&M documents, spare parts, training and testing activities, record documents, construction



## **SCHEDULE CM SCOPE OF SERVICES**

photographs, warranties, guarantees, maintenance bonds, non-conformance reports;

- 10.1.2.6** Provide Valley Water with complete documentation required for each milestone acceptance and the final construction acceptance and closeout of the Construction Contract;
- 10.1.2.7** Coordinate warranty services with Contractor and Valley Water through completion of each milestone as required and through final completion and acceptance of the construction; and
- 10.1.2.8** Provide Valley Water with warranty calendars with recommended warranty inspection dates prior to warranty expirations.

**10.2** Final Construction FERC Report. The Consultant will prepare a Final Construction Report which should be submitted within 60 days of completion of the work. This report should include all information pertinent to dam safety in a concise form. As such, the report should contain a summary of information in each of the applicable sections indicated below (the information previously presented in the FERC monthly reports). Construction difficulties should be reported under the appropriate sections. For conciseness, test results should be presented in a tabular format, with an indication of the applicable standards.

- 10.2.1** General: Briefly present the reason for construction and description of the work with dates of the beginning and end of construction. Include reservoir drawdown and filling dates, and any findings regarding the original structure.
- 10.2.2** Foundations: Discuss the condition of the foundation (faults, etc.) and the treatment of the foundation. Attach a foundation mapping.
- 10.2.3** Embankments: Describe the equipment and the types of materials used in filters and fills. Attach gradation and compaction requirements and all test results.
- 10.2.4** Concrete work: Describe the equipment and the types of materials used in all concrete work. Include all grout test results and describe any surface treatments.
- 10.2.5** Anchors: Present a summary of any drilling operations, including boring logs; results of water pressure tests; anchor design calculations, design loads, and specifications; results of grout tests; results of proof and performance tests; and a summary of the acceptance criteria.

## **SCHEDULE CM SCOPE OF SERVICES**

- 10.2.6**     Instrumentation: Present plots of existing instrumentation readings taken during construction if the readings are affected by the work. Include a plan and schedule for calibration of all new instrumentation.
  
- 10.2.7**     Drawings: Attach as-built drawings reduced in size to 8.5"x11" or 11"x17". The drawings should include plan and section views, and details of the structures affected by the new work. The plan and section views should show any new instrumentation that was installed as part of the work.
  
- 10.3**     FERC Exhibits: Revise/As-built FERC Exhibits A, F, and G, as applicable, to describe and show those project facilities as constructed in strikethrough format (e.g., strikethrough items removed, underline or bold items added), and in a final clean copy format incorporating the changes. See below for exhibit description:
  - 10.3.1**     Exhibit A – Written description of the project.
  - 10.3.2**     Exhibit F – General design drawing(s) of the principal works, showing the major structures.
  - 10.3.3**     Exhibit G – Map(s) of the project showing its location and principal features, project boundary, impoundments, contiguous/noncontiguous features, federal and nonfederal land ownership, and recreation amenities.
  
- 10.4**     FERC Certifications: In accordance with Title 18, Section 12.13 of the Code of Federal Regulations (18 CFR 12.13), Consultant shall coordinate with Valley Water and Valley Water's Designer to obtain, generate and compile the following construction certifications for submission to FERC:
  - 10.4.1**     Quality Control Certification: Provide certification by the Consultant's Quality Control Manager that the inspection and testing program resulted in the conclusion that the project was constructed in accordance with the plans and specifications.
  - 10.4.2**     Design Engineer Certification: Coordinate and obtain a Certification by the Design Engineer that the project was constructed in accordance with the design intent.
  - 10.4.3**     Licensee/Exemptee: Coordinate and obtain Certification from Valley Water that the Project was constructed in accordance with the design intent and in accordance with the plans and specifications.

### **Task 10 - Deliverables**

- 1. Milestone Completion Report
- 2. Final Project Report

## **SCHEDULE CM SCOPE OF SERVICES**

3. Final Construction FERC Report, Exhibits, and Certifications
4. Deficiency List process lists, reports, documentation
5. Documentation required for final acceptance and closeout of the construction contract, including one (1) digital copy and two (2) printed copies of all construction photographs organized by major facility and by construction timeline
6. Warranty calendars

### **Task 10 – Assumptions**

1. For budgeting purposes, it is assumed that Consultant will perform all services.
2. The final construction report submitted to FERC includes two (2) revisions.

### **Task 11 - Supplemental Services**

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

- 11.1** Specific Supplemental Services. If requested, Consultant will perform supplemental tasks. Specific examples of possible Supplemental Services include, but are not limited to:
  - 11.1.1** Value Engineering / Risk Reduction. Consultant will facilitate value engineering and risk reduction workshops.
  - 11.1.2** Assist Valley Water in the evaluation of alternative technical concepts or alternative construction approaches proposed by the Contractor.
  - 11.1.3** Participate with Valley Water Designer in the evaluation of alternative design approaches.
  - 11.1.4** Provide expertise and assistance on engineering/construction related topics including providing technical memorandum as requested by Valley Water.
  - 11.1.5** Participate with Valley Water Designer and Valley Water in design modification analyses to accommodate changes to the Project.
  - 11.1.6** Perform special studies and analyses on topics requested by Valley Water.

## **SCHEDULE CM SCOPE OF SERVICES**

**11.1.7** Provide resources to augment Valley Water staff for technical or management services in response to changed conditions or additional work scope.

**11.2** Additional Services. Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 10 as Task 11 Supplemental Services, to include but not be limited to:

**11.2.1** Additional meetings;

**11.2.2** Additional time allotted for meetings;

**11.2.3** Additional status/progress reports;

**11.2.4** Additional phone conference calls;

**11.2.5** Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and

**11.2.6** Additional public outreach visual materials.

### **7. Attachments**

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

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

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**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**1. Total Authorized Funding**

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$180,717,246** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

**2. Cost Breakdown**

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

**COST BREAKDOWN**

<b>Task</b>	<b>Description</b>	<b>Total Not-to-Exceed Fees</b>
1	Project Management	\$5,631,886
2	Preconstruction Services	\$1,680,221
3	Construction Management	\$41,262,472
4	QA / QC Program	\$24,395,565
5	Safety Management	\$8,118,329
6	Training, Testing, Start-up, and Commissioning	\$295,070
7	Construction Inspections / Field Observation	\$41,497,565
8	Partnering, Claims, & Disputes Management	\$369,136
9	Environmental Compliance Services	\$40,924,581
10	Acceptance and Closeout	\$113,579
11	Supplemental Services	\$16,428,842
<b>Total Not-to-Exceed Fees</b>		<b>\$180,717,246</b>

**3. Terms and Conditions**

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

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

- 1) Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- 2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

**B. Reimbursable Expenses**

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

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- 4) Non-labor expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.
- 5) For staff with rates equal to or exceeding the Technical Advisor rate, the Consultant must obtain written approval from the Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. This includes all staff under the Technical Advisor role, who will provide their expertise on an as-needed basis.
- 6) Overhead refers to the Consultant's indirect costs of doing business that are not directly attributable to a specific project. These include general administrative functions, company-wide systems and equipment, and non-project-specific personnel and activities. Unless otherwise agreed in writing, the following overhead/indirect expenses are included in the Consultant's billing rates and shall not be billed as separate line items to Valley Water.
  - a. Administrative Support and General Management
    - i. Executive management not directly engaged in project-specific activities.
    - ii. General administrative and clerical services (e.g., staff assistants, receptionists).
    - iii. HR, internal training, and employee onboarding programs.
  - b. Accounting and Finance
    - i. Routing accounting functions, including payroll, invoicing, payments, audits, and internal financial reporting.
  - c. IT and System Support
    - i. IT staff support, system maintenance, and standard office-wide software or equipment (e.g., Microsoft Office, laptops).
  - d. Internal Document Control System
    - i. If the Consultant elects to implement its own document control system, the cost to establish, maintain, and operate the internal document control system, including software, systems, staff time, and related expenses, is considered part of the Consultant's overhead.
  - e. Facilities and Operations
    - i. Office rent, utilities, janitorial services, and standard office supplies.
    - ii. Company-owned vehicles or leases.
  - f. Corporate Insurance and Legal
    - i. General business insurance (e.g., liability, property)
    - ii. Legal services not associated with a specific contract or claim.
  - g. Travel and Professional Development
    - i. Non-project-specific travel (e.g., conferences, internal meetings).
    - ii. Licensing fees and continuing education not required by the project.
- 7) To offset the overhead impact of managing subconsultants, the Consultant may apply a markup to subconsultant invoices, excluding lab services and applying only to staff labor charges, subject to the following conditions:

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

- a. The markup is intended to cover costs associated with managing subconsultants, including budget oversight, contract negotiations, increased insurance premiums, and fixed financial and accounting expenses related to processing subcontractor invoices.
- b. The maximum allowable markup shall be 5%, unless otherwise negotiated and approved in writing by Valley Water.

**C. Prevailing Wage Requirements**

- 1) The Scope of Services described in Tasks 4 and 7 may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
- 2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.
- 3) The work performed under this Project is subject to the Davis-Bacon and Related Acts (DBRA).

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**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**HOURLY/UNIT RATE TABLE**

<b>Classification/STAFF</b>	<b>2025 Hourly/Unit Rate</b>
<b>Consultant: GEI Consultants, Inc.</b>	
Dan Wade (Principal-in-Charge)	\$345.94
Shaun Persaud (CM)	\$308.70
Brandon Brockett (Deputy CM)	\$308.70
Viолетта McDaniel (Project Manager)	\$284.20
David Gutierrez (Technical Advisor - DSOD)	\$345.94
John Onderdonk (Technical Advisor – FERC)	\$345.94
Rob Fill (Constructability & Claims)	\$345.94
Harvey Elwin (Constructability & Claims)	\$345.94
Jerry Reed (Constructability & Risk Advisor)	\$345.94
TBD (PFMA/Gr 6/Mid Eng)	\$259.70
Grace Martin (WIFIA Grants)	\$171.50
TBD (Administrative Support)	\$128.38
Kelly Fitzgerald-Holland (Environmental Compliance Manager & Constructability)	\$267.54
Fernando Flores (Scheduler/Gr 6)	\$259.70
TBD (Quality Engineer/Gr 5)	\$228.34
Enrico Rufini (Chief Inspector/Observation/Gr 7)	\$308.70
Field Inspector – Group 1 PW Regular Shift (Construction Inspector – Shift 1)	\$266.70
Field Inspector – Group 1 PW Second Shift (Construction Inspector – Shift 2)	\$289.34
Field Inspector – Group 1 PW Regular Shift OT (Construction Inspector – Shift 1 OT)	\$298.47
Field Inspector – Group 1 PW Second Shift OT (Construction Inspector – Shift 2 OT)	\$324.92
Field Inspector – Group 2 PW Regular Shift (Construction Inspector – Shift 1)	\$239.13
Field Inspector – Group 2 PW Second Shift (Construction Inspector – Shift 2)	\$261.03
Field Inspector – Group 2 PW Regular Shift OT (Construction Inspector – Shift 1 OT)	\$266.28

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>Classification/STAFF</b>	<b>2025 Hourly/Unit Rate</b>
Field Inspector – Group 2 PW Second Shift OT (Construction Inspector – Shift 2 OT)	\$291.86
TBD (Env Professional/Mid Level/Gr 5	\$191.10
TBD (NOA Sample Collection/Jr Eng/Gr 1)	\$104.86
Engineering Senior Consultant – Gr 8	\$345.94
Environmental Senior Consultant – Gr 8	\$309.43
Engineering Senior Professional – Gr 7	\$308.70
Environmental Senior Professional – Gr 7	\$267.54
Engineering Senior Professional – Gr 6	\$259.70
Environmental Senior Professional – Gr 6	\$220.19
Engineering Senior Professional – Gr 5	\$228.34
Environmental Senior Professional – Gr 5	\$191.10
Engineering Project Professional – Gr 4	\$193.24
Environmental Project Professional – Gr 4	\$161.02
Engineering Project Professional – Gr 3	\$171.50
Environmental Project Professional – Gr 3	\$136.77
Engineering Staff Professional – Gr 2	\$157.31
Environmental Staff Professional – Gr 2	\$128.04
Engineering Staff Professional – Gr 1	\$142.76
Environmental Staff Professional – Gr 1	\$104.86
<b>Subconsultant: Mott McDonald</b>	
Lisa Avestedt (Risk Manager)	\$312.84
Manolito Del Rosario (Field Contracts Administrator)	\$310.00
Eduardo Madrid Jr (Assistant Contracts Administrator)	\$246.63
Nica Rodriguez (Document Control)	\$179.56
John Lara (Office Engineer)	\$190.60
Eduardo Salvador (Startup & Commissioning, MEP Lead, SCADA)	\$142.55
Andrew Sissons (Blasting Specialist)	\$288.03

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>Classification/STAFF</b>	<b>2025 Hourly/Unit Rate</b>
<b>Subconsultant: Schnabel</b>	
Geoff Hughes (Constructability Reviewer & Technical Advisor – Tunnels)	\$334.00
Ryan Coe (Tunnel RE)	\$198.00
Joseph Edelen (Tunnel Engineer)	\$186.00
Pedro Moreno (Tunnel Inspector)	\$224.00
<b>Subconsultant: Kleinfelder</b>	
Senior Technical Expert – Principal QA Review	\$345.00
Russ Grant (Lab QA Review)	\$275.00
Admin for Testing Team	\$97.86
Technician – Non PW	\$127.76
Technician Group 1 – PW Regular Shift	\$237.14
Technician Group 2 – PW Regular Shift	\$231.70
Technician Group 3 – PW Regular Shift	\$212.10
Technician Group 4 – PW Regular Shift	\$195.87
Technician Group 1 – PW Second Shift	\$257.80
Technician Group 2 – PW Second Shift	\$251.68
Technician Group 3 – PW Second Shift	\$229.63
Technician Group 4 – PW Second Shift	\$211.37
<b>Subconsultant: ARC</b>	
Alec Nicholas (Quality Assurance Manager)	\$243.00
<b>Subconsultant: BioMaAS</b>	
Bill Stagnaro (Environmental Field Lead)	\$211.00
Cullen Wilkerson (Environmental Inspector)	\$211.00
Mid-Level Environmental Inspector	\$160.00
<b>Subconsultant: Concentric Environmental</b>	
Kevin Graf (Air Monitoring Program Manager)	\$265.13
<b>Subconsultant: Erskine Environmental</b>	
Bradley Erskine (NOA Technical Advisor)	\$230.94

**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>Classification/STAFF</b>	<b>2025 Hourly/Unit Rate</b>
<b>Subconsultant: JHCE</b>	
Rolando Bueno (Bidding Assistance)	\$240.17
Calvin Nguyen (Bidding Assistance)	\$213.46
<b>Subconsultant: Dabri</b>	
Ajay Singh (Cost Estimator)	\$283.25
Robert Bean (Safety Manager)	\$241.00
<b>Subconsultant: Hill International</b>	
Construction Inspector – Grade 2, Shift 1	\$215.00
Construction Inspector – Grade 2, Shift 2	\$225.00
<b>Subconsultant: Towill</b>	
John May (Land Surveyor)	\$304.43
Matt Vielbaum (Party Chief)	\$198.99
Project Surveyor/LS	\$199.29
Associate Surveyor/LSIT	\$151.37
Survey Tech	\$121.11
Project Coordinator	\$107.43
Chain Person	\$171.93
<b>Subconsultant: Tanner Pacific</b>	
Jason Hanson (Construction Inspector)	\$240.17
<b>Subconsultant: Gafcon PM-CM LLC</b>	
Chet Garcia (Jobsite Interviewer)	\$116.33
<b>Subconsultant: Integrated Engineering &amp; Construction LLC</b>	
Phil Martin (Claims Management)	\$280.00

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**SCHEDULE CM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**UNIT RATES FOR OTHER DIRECT COSTS (ODC)**

<b>ATEM</b>	
NOA air sample analysis per CARB-modified AHERA method on a 24-hour turnaround* plus Respirable Dust per NIOSH 0600 method combined with Metals by ICP-MS per modified NIOSH 7303 method, 24 – 48 hour turnaround**	\$405/sample (includes \$245 per sample for NOA and \$160/sample for Respirable Dust combined with Metals)
Metals ONLY by ICP-MS per modified NIOSH 7303 method**	\$110/sample

<b>Concentric</b>	
<b>Description</b>	<b>Unit Price</b>
Asbestos Collection Materials – Initial Equipment Purchase	
- Sampling Pump	\$1,200/each
- Station Cage	\$ 332/each
- PM10 Impactor	\$ 813/each
- PM10 Cassettes	\$218/each
- Weather Station	\$13,000/each
- Refurbish/Replace***	\$25,000 (allowance to be billed at cost)
- Real Time Dust Monitoring Equipment	\$16,500 per station
Asbestos Collection – Monthly ODCs	\$12,500/month** (allowance to be billed at cost)

<b>Kleinfelder</b>		
<b>Classification</b>	<b>ASTM / AASHTO Method</b>	<b>2025 Unit Price</b>
Sieve Analysis, Coarse and Fine	D422, D6913	\$220.00
Modified Proctor, 6" Mold	D1557	\$320.00
1-Point Proctor, Check Point	T272	\$190.00
Atterberg Limits, Multipoint Method	D4318-A	\$242.00
Atterberg Limits, Single Point	D4318-B, T89, T90	\$158.00
Concrete Compression	C39	\$44.00
Proctor Oversize Correction	D4718	\$100.00
Shotcrete Compression	C1140, C1604	\$94.00
Non-Masonry Grout Compression	C109	\$44.00
Water Content	D2216, D4363, T265	\$34.00
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$61.00

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**SCHEDULE CM  
ATTACHMENT TWO  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires **March 31, 2034**, unless, prior to its expiration, its term is modified by a written amendment hereto and signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

**PROJECT SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Duration From Notice to Proceed (months)</b>
1	Project Management	Duration of Agreement
2	Preconstruction Services	Duration of Agreement
3	Construction Management	Duration of Agreement
4	QA / QC Program	Duration of Agreement
5	Safety Management	Duration of Agreement
6	Training, Testing, Start-up, and Commissioning	Duration of Agreement
7	Construction Inspections / Field Observation	Duration of Agreement
8	Partnering, Claims, & Disputes Management	Duration of Agreement
9	Environmental Compliance Services	Duration of Agreement
10	Acceptance and Closeout	Duration of Agreement
11	Supplemental Services	Duration of Agreement

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

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

<b>Team Member</b>	<b>Classification</b>	<b>Project Role</b>	<b>Contact Information</b>
Dan Wade	GEI / SVP Grade 8	Principal-in-Charge	180 Grand Ave., Suite 950 Oakland, CA 94612 925.532.9752 dwade@geiconsultants.com
Shaun Persaud	GEI / Grade 7	Construction Manager	180 Grand Ave., Suite 950 Oakland, CA 94612 954.412.1326 spersaud@geiconsultants.com
Brandon Brockett	GEI / Grade 7	Deputy CM	180 Grand Ave., Suite 950 Oakland, CA 94612 209.418.9017 bbrockett@geiconsultants.com
Viолетта McDaniel	GEI / VP Grade 8	Project Manager	5901 Priestly Drive Carlsbad, CA 92008 858.220.1004 vmcdaniel@geiconsultants.com
Enrico Rufini	GEI / Grade 7	Chief Inspector	180 Grand Ave., Suite 950 Oakland, CA 94612 925.393.3197 erufini@geiconsultants.com
Fernando Flores	GEI / Grade 6	Scheduler	11010 White Rock Rd. Suite 200 Rancho Cordova, CA 95670 916.407.9456 fflores@geiconsultants.com
Kelly Fitzgerald-Holland	GEI / Grade 7	Environmental Compliance Manager	11010 White Rock Rd. Suite 200 Rancho Cordova, CA 95670 916.627.9957 kholland@geiconsultants.com

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

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

<b>Team Member</b>	<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Alec Nicholas	ARC Engineering Consultants	QA	5706 Cahalan Ave, #53351 San Jose, CA 95153 408.905.9290 anicholas@arcengineeringconsultants.com
Mark Bailey	Asbestos TEM Laboratories, Inc.	Asbestos Testing	3431 Ettie Street Oakland, CA 94608 510.704.8930 mark@asbestostemplabs.com
Cullen Wilkerson	BioMaAS, Inc.	Environmental Compliance	1278 Indiana St., Suite 300 San Francisco, CA 94107 415.255.8077 cullenwilkerson@biomaas.com
Kevin Graf	Concentric Environmental	NOA Monitoring	5245 Boyd Ave. Oakland, CA 94618 415.570.9734 kgraf@concentricenv.com
Ajay Singh	Dabri, Inc.	Safety Manager / Cost Estimating	850 S Van Ness Avenue San Francisco, CA 94110 415.839.8142 ajay@dabri.com
Bradley Erskine	Erskine Environmental Consulting, Inc.	Specialty Environmental (NOA)	401 Marina Place Benicia, CA 94510 707.738.4917 erskine.geo@gmail.com
Keala San Nicolas	Gafcon PM-CM LLC	Labor Compliance	10301 Meanley Drive, Suite 225 San Diego, CA 92131 858.877.0430 ksannicolas@gafcon.com
Rayna Feliciano	Hill International	Construction Inspection	2880 Zanker Road, Suite 207 San Jose, CA 95134 818.669.8164 raynafeliciano@hillintl.com



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

<b>Team Member</b>	<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Phil Martin	Integrated Engineering & Construction, LLC	Claims Support	1010 E. Main Street, #303 Bozeman, MT 59715 406.579.5492 phil.martin@iec-llc.com
Rolando Bueno	Joe Hill Consulting & Engineering Corp.	Pre-Construction Support	1693 Polk St., Suite 208 San Francisco, CA 94109 415.757.4632 rbueno@joehillce.com
Melissa Kessler	Kleinfelder, Inc.	Construction QA / Special Inspections / Materials Testing	25 Metro Drive, Suite 110 San Jose, CA 95110 619.831.4600 mkessler@kleinfelder.com
Noli Del Rosario	Mott McDonald Group, Inc	Construction Administration and Risk Management	2077 Gateway Place, Suite 550 San Jose, CA 95110 925.862.5761 manolito.delrosario@mottmac.com
Geoffrey Hughes	Schnabel Engineering West, Inc.	Tunnel Inspections	10900 Nuckols Road, Suite 210 Glen Allen, VA 23060 202.288.5838 ghughes@schnabel-eng.com
Laura Reeves	Tanner Pacific, Inc.	Specialty Inspections	274 Redwood Shores Pkwy, Suite 607 Redwood City, CA 94065 720.320.9047 Ext. 731 lreeves@tannerpacific.com
Sheila Higgins	Towill, Inc.	Land Survey	99 S. Almaden Blvd., Suite 600 San Jose, CA 95113-1605 925.682.6976 Ext. 1014 sheila.higgins@towill.com

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**SCHEDULE CM  
ATTACHMENT FOUR  
REFERENCE MATERIALS**

<b>Ref No.</b>	<b>Description</b>
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: <a href="http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf">http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf</a>
3	ADSRP Draft 90% Contract Documents
4	Anderson Dam Seismic Retrofit Project, Construction Surveillance Monitoring Plan
5	Valley Water's Capital Program Services Construction Manual (for general guidance only)
6	ADSRP Construction Sequencing Plan
7	Draft Environmental Impact Report & Partially Recirculated Draft Environmental Impact Report
8	Construction Potential Failure Mode Analyses, Chapter 17 of FERC Guidelines
9	Construction Quality Control Inspection Program, Chapter 7 of FERC Guideline
10	Draft Anderson Dam Seismic Retrofit Project, Asbestos Dust Mitigation Plan
11	Draft Anderson Dam Seismic Retrofit Project, Construction Air Monitoring Plan, Naturally Occurring Asbestos and Metals
12	Anderson Dam Tunnel Project Quality Control Inspection Program (QCIP)
13	Anderson Dam Seismic Retrofit Project Quality Control Inspection Program (QCIP)

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