



Santa Clara Valley Water District Board of Directors Meeting

District Headquarters Board Room
5700 Almaden Expressway
San Jose, CA 95050

***AMENDED/APPENDED AGENDA**

**Tuesday, August 9, 2016
4:30 PM**

***ITEMS AMENDED AND/OR APPENDED SINCE THE ORIGINAL PUBLICATION OF THIS
AGENDA ARE IDENTIFIED BY AN ASTERISK (*) HEREIN**

District Mission: Provide Silicon Valley safe, clean water for a healthy life, environment and economy.

DISTRICT BOARD OF DIRECTORS

Barbara Keegan, Chair - District 2
John L. Varela, Vice Chair - District 1
Richard P. Santos - District 3
Linda J. LeZotte - District 4
Nai Hsueh - District 5
Tony Estremera - District 6
Gary Kremen - District 7

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the Clerk of the Board at the Santa Clara Valley Water District Headquarters Building, 5700 Almaden Expressway, San Jose, CA 95118, at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to attend Board of Directors' meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 265-2600.

NORMA CAMACHO
Interim Chief Executive Officer

MICHELE L. KING, CMC
Clerk of the Board
(408) 265-2600
Fax (408) 266-0271
www.valleywater.org
5750 Almaden Expressway
San Jose, CA 95118-3686

Note: The finalized Board Agenda, exception items and supplemental items will be posted prior to the meeting in accordance with the Brown Act.

**Santa Clara Valley Water District
Board of Directors**

***AMENDED/APPEDED
AGENDA**

***ITEMS AMENDED AND/OR APPENDED SINCE THE ORIGINAL PUBLICATION OF THIS
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Tuesday, August 9, 2016

4:30 PM

District Headquarters Board Room

1. CALL TO ORDER:

1.1. Roll Call.

2. TIME CERTAIN:

4:30 PM

Notice to the Public: The Board of Directors meets in Closed Session in accordance with the Ralph M. Brown Act. Following the conclusion of Closed Session discussion, the Board will return for the remaining items on the regular meeting agenda.

2.1. CLOSED SESSION [16-0669](#)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Title: Clerk of the Board, CEO and District Counsel

2.2. CLOSED SESSION [16-0673](#)

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Santa Clara Valley Water District v. Rajaraman, et al.

Santa Clara County Superior Court, Case No. 115CV275167

*2.3. CLOSED SESSION [16-0692](#)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

SCVWD v. Ward B. Saunders and Elaine K. Saunders, et al.

Santa Clara County Superior Court, Case No. 115CV286566

*2.4. District Counsel Report.

*PREVIOUSLY LISTED AS ITEM 2.3.

6:00 PM

*2.5. Pledge of Allegiance/National Anthem.

*PREVIOUSLY LISTED AS ITEM 2.4.

*2.6. Orders of the Day.

*PREVIOUSLY LISTED AS ITEM 2.5.

A. *Approximate Discussion Time (Board); and*

B. *Adjustments to the Order of Agenda Items.*

*2.7. Time Open for Public Comment on any Item not on the Agenda.

*PREVIOUSLY LISTED AS ITEM 2.6.

Notice to the public: This item is reserved for persons desiring to address the Board on any matter not on this agenda. Members of the public who wish to address the Board on any item not listed on the agenda should complete a Speaker Card and present it to the Clerk of the Board. The Board Chair will call individuals to the podium in turn. Speakers comments should be limited to three minutes or as set by the Chair. The law does not permit Board action on, or extended discussion of, any item not on the agenda except under special circumstances. If Board action is requested, the matter may be placed on a future agenda. All comments that require a response will be referred to staff for a reply in writing. The Board may take action on any item of business appearing on the posted agenda.

*2.8. Public Hearing on the Engineer's Report and Resolution Approving the Engineer's Report on the John D. Morgan Park Monitoring Well Project, Project No. 91304001 (Campbell) (District 4).

[16-0485](#)

*PREVIOUSLY LISTED AS ITEM 2.7.

Recommendation:

- A. Conduct Public Hearing on the Engineer's Report;
- B. Adopt the Resolution APPROVING THE ENGINEER'S REPORT FOR THE JOHN D. MORGAN PARK MONITORING WELL PROJECT; and
- C. Approve the Project.

Manager: Garth Hall, 408-630-2750

Attachments:

[Attachment 1: Resolution](#)

[Attachment 2: Engineer's Report](#)

[Attachment 3: Public Hearing Notice](#)

[Attachment 4: PowerPoint](#)

Estimated Time: 15 Minutes

*2.9. Presentation of 2016 SCVWD Summer Internships for College Students and Skilled Trades.

[16-0649](#)

*PREVIOUSLY LISTED AS ITEM 2.8.

Recommendation: Receive information and data on the 2016 Summer Internship Program for college students and skilled trades, and acknowledge commitment to the success of the program.

Manager: Jesús Nava, 408-630-2764

Estimated Time: 10 Minutes

3. CONSENT CALENDAR: (3.1 - 3.6) (Est. Time: 5 Minutes)

Notice to the public: There is no separate discussion of individual consent calendar items. Recommended actions are voted on in one motion. If an item is approved on the consent vote, the specific action recommended by staff is adopted. Items listed in this section of the agenda are considered to be routine by the Board; or item delegated to the Board Appointed Officers (BAOs) yet required by law or contract to be Board approved (EL-7.10); and CEO monitoring reports that do not reflect policy violations or call for debate of policy criteria (GP 4.5). Any item may be removed for separate consideration at the request of a Board member. Whenever a resolution is on the consent calendar, a roll call vote will be taken on the entire calendar. Members of the public wishing to address the Board on any consent items should complete a Speaker Card and present it to the Clerk of the Board.

- 3.1. Adopt Plans and Specifications and Authorize Advertisement for Bids for Construction of the Permanente Creek Flood Protection Project - McKelvey Park Detention Basin, Project No. 26244001, Contract No. C0616 (Mountain View) (District 5).

[16-0182](#)

Recommendation:

- A. Find that Playfield Sports Lighting - Musco Lighting should be designated by specific brand name and catalog item as a sole source product, to match other products already in use at the City of Mountain View's Shoreline Athletic Fields. PCC 3400(c)(2);
- B. Find that Central Controller - EGP Series, Rain Master should be designated by specific brand name and catalog item as a sole source product, to match other products already in use in the City of Mountain View. PCC 3400(c)(2);
- C. Adopt the plans and specifications and authorize advertisement for bids for the construction of the Permanente Creek Flood Protection Project - McKelvey Park Detention Basin (Project) per the Notice to Bidders; and
- D. Authorize the Designated Engineer to issue addenda, as necessary, during bidding.

Manager: Melanie Richardson, 408-630-2035

Attachments: [Attachment 1 - NTB C0616 Permanente McKelvey \(7 28 16\)](#)
[Attachment 2: City Mountain View, Sole Source Request](#)
[Attachment 3: Project Delivery Process Chart](#)

- 3.2. Approval of Consultant Agreement for \$576,397 with MKThink for the Employee Workspace Project. [16-0384](#)
- Recommendation: Approve the consultant agreement with MKThink (Consultant) for the Employee Workspace Project for an amount not-to-exceed \$576,397, and authorize the Interim Chief Executive Officer or her designee to execute the agreement.
- Manager: Ravi Subramanian, 408-630-3021
- Attachments: [Attachment 1: Consultant Agreement Justification](#)
[Attachment 2: Agreement](#)
[Attachment 3: Letter of Support](#)
- 3.3. Memorandum of Understanding Between the Santa Clara Valley Water District and Ecology Action for the WaterLink Program, Project No. 91151001. [16-0607](#)
- Recommendation: Authorize the Interim CEO to approve and execute the Memorandum of Understanding between the Santa Clara Valley Water District and Ecology Action for the WaterLink Program.
- Manager: Garth Hall, 408-630-2750
- Attachments: [Attachment 1: Memorandum of Understanding](#)
- 3.4. Notice of Completion of Contract and Acceptance of Work for the Infrastructure Reliability Portfolio 2 (IRP2) Water Treatment Plant Operations Building Seismic Retrofit Project, S.J. Amoroso Construction Co., Inc., Contractor, Project No. 93764003, Contract No. C0596 (Los Gatos) (District 7). [16-0628](#)
- Recommendation:
- A. Accept the work as complete;
 - B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder; and
 - C. Authorize reducing the current construction contract retention of ten percent (10%) to five percent (5%), consistent with the minimum amount required by the California Public Contract Code.
- Manager: Katherine Oven, 408-630-3126
- Attachments: [Attachment 1: Notice of Completion and Accpetance of Work](#)
[Attachment 2: Recommendation of Contract Acceptance](#)
[Attachment 3: Project Completion Letter](#)
[Attachment 4: Construction Summary](#)
[Attachment 5: Project Delivery Process Chart](#)

*3.5. *CEO Bulletin for the Weeks of July 22-28, and July 29-August 4, 2016.

[16-0695](#)

Recommendation: Accept the CEO Bulletin.

Manager: Norma Camacho, 408-630-2084

Attachments: [Attachment 1: 072216 CEO Bulletin](#)
[*Attachment 2: 072916 CEO Bulletin](#)

*3.6. Approval of Minutes.

[16-0571](#)

Recommendation: Approve the minutes.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 062816 Regular Meeting](#)
[Attachment 2: 071216 Regular & Closed Session Meeting](#)
[Attachment 3: 071416 Special Meeting](#)

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

4.1. Board Committee Reports.

5. WATER UTILITY ENTERPRISE: None.

6. WATERSHEDS: None.

7. CHIEF EXECUTIVE OFFICER:

7.1. Chief Executive Officer Report.

8. ADMINISTRATION: None.

9. DISTRICT COUNSEL: None.

10. ADJOURN:

10.1. Board Member Reports/Announcements.

10.2. Clerk Review and Clarification of Board Requests.

10.3. Adjourn to Regular Meeting at 6:00 p.m., on August 23, 2016, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California.

File No.: 16-0669

Agenda Date: 8/9/2016
Item No.: 2.1.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
Title: Clerk of the Board, CEO and District Counsel

File No.: 16-0673

Agenda Date: 8/9/2016
Item No.: 2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Santa Clara Valley Water District v. Rajaraman, et al.
Santa Clara County Superior Court, Case No. 115CV275167

File No.: 16-0692

Agenda Date: 8/9/2016
Item No.: *2.3.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
SCVWD v. Ward B. Saunders and Elaine K. Saunders, et al.
Santa Clara County Superior Court, Case No. 115CV286566

File No.: 16-0485

Agenda Date: 8/9/2016

Item No.: *2.8.

BOARD AGENDA MEMORANDUM

SUBJECT:

Public Hearing on the Engineer's Report and Resolution Approving the Engineer's Report on the John D. Morgan Park Monitoring Well Project, Project No. 91304001 (Campbell) (District 4).

*PREVIOUSLY LISTED AS ITEM 2.7.

RECOMMENDATION:

- A. Conduct Public Hearing on the Engineer's Report;
- B. Adopt the Resolution APPROVING THE ENGINEER'S REPORT FOR THE JOHN D. MORGAN PARK MONITORING WELL PROJECT; and
- C. Approve the Project.

SUMMARY:

The objective of the John D. Morgan Park Monitoring Well Project is to construct up to five monitoring wells to support the District's Expedited Purified Water Program, which includes potential indirect potable reuse (IPR) using purified water for recharge in the District's Los Gatos ponds. The proposed Project will facilitate groundwater monitoring needed to satisfy state permitting requirements for IPR projects.

The Project is located in the southern parking lot of the City of Campbell's John D. Morgan Park. It entails drilling two borings to a maximum depth of 400 feet, retrieving soil cores for analysis, and constructing up to five monitoring wells at various depths in the two borings. To comply with the City of Campbell's noise ordinance, a temporary sound wall will be constructed, which will require temporary restriping to allow continued use of the parking lot during drilling. The Project also includes parking lot restriping and resurfacing following completion of drilling per the City's requirements.

Engineer's Report

Section 12 of the District Act requires the Board to conduct a public hearing to hear testimony on a project when: 1) the project is new construction, and 2) the project is funded by a single or joint zone of benefit. As the proposed Project meets both conditions, staff prepared an Engineer's Report (Attachment 2) for the purpose of public disclosure. The Notice of Public Hearing for the Engineer's Report is provided in Attachment 3.

Prior Board Actions

On April 28, 2015, the Board authorized the CEO to negotiate and execute several professional consulting agreements to support the Expedited Purified Water Program. This included an agreement with Todd Groundwater for IPR Groundwater Studies for groundwater modeling, monitoring well construction, dissolution studies, and other related work. It has been determined that monitoring well construction and related site preparation/restoration work constitutes a public works project, which requires competitive bidding. The monitoring well construction and related site preparation/restoration work will therefore be removed from the contract with Todd Groundwater, and the John D. Morgan Park Monitoring Well Project is now a separate project within the Expedited Purified Water Program.

On July 12, 2016, the Board set a date and time for a Public Hearing on the Engineer's Report.

Next Steps

If the Board approves the Project, the upcoming Project milestones are:

- A. Staff recommendation to the Board to adopt plans and specifications and authorize construction bidding: August 2016
- B. Board award of construction contract: October 2016
- C. Construction initiation: November 2016
- D. Construction completion: March 2017

FINANCIAL IMPACT:

The estimated cost to design and construct the proposed Project is \$740,000 (in 2016 dollars). Related funds are included in the FY 17 budget for 91304001, which is funded by the Water Enterprise Fund (100%).

CEQA:

The proposed project is exempt from CEQA Guidelines Section 15306, Class 6, which exempts basic data collection. A Notice of Exemption has been prepared and recorded.

ATTACHMENTS:

Attachment 1: Resolution

File No.: 16-0485

Agenda Date: 8/9/2016
Item No.: *2.8.

Attachment 2: Engineer's Report
Attachment 3: Notice of Public Hearing
Attachment 4: PowerPoint

UNCLASSIFIED MANAGER:
Garth Hall, 408-630-2750

**BOARD OF DIRECTORS
RESOLUTION NO. 16-**

**APPROVING THE ENGINEER'S REPORT FOR THE
JOHN D. MORGAN PARK MONITORING WELL
PROJECT**

WHEREAS, the Santa Clara Valley Water District (District) has been duly and regularly established and exists pursuant to the provisions of the Santa Clara Valley Water District Act; and

WHEREAS, the John D. Morgan Park Monitoring Well Project (proposed Project) is part of the Expedited Purified Water Program, which is included in the Board-approved Fiscal Year 2017–2021 Capital Improvement Program; and

WHEREAS, on the 12th day of July 2016, this Board of Directors set a time and place for a public hearing on the Engineer's Report titled "John D. Morgan Park Monitoring Wells Project Engineer's Report," to take place on the 9th day of August 2016, at 6:00 p.m., at the Santa Clara Valley Water District, 5700 Almaden Expressway, San Jose, California; and

WHEREAS, notice of the time and place of said public hearing was duly given and published pursuant to law; and

WHEREAS, on the 9th day of August 2016, the Santa Clara Valley Water District's Engineer presented the Engineer's Report dated June 2016 to the Board of Directors containing:

1. A general description of the proposed Project; and
2. A general description of and maps showing the location of the proposed Project and the lands, rights of way, and easements required therefore; and
3. An estimate of the cost of the proposed Project and means of financing these costs; and.

WHEREAS, on said 9th day of August 2016, at the time and place as set by the Board of Directors a public hearing was duly held.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District as follows:

SECTION 1

That all comments including all written and oral objections to the proposed Project have been heard and considered;

SECTION 2

That this Board hereby approves said Engineer's Report for a work of improvement for the John D. Morgan Park Monitoring Well Project—Project No. 91304001;

SECTION 3

That the Engineer of this District has estimated the current cost of the Project is \$740,000 and that this Board hereby determines that said Project is for the benefit of North County (W-2) Zone and further determines that the cost thereof shall be borne by Zone W-2.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on August 9, 2016:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

By: _____
BARBARA KEEGAN
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk/Board of Directors

John D. Morgan Park Monitoring Well Project

Project No. 91304001

Engineer's Report

June 2016

Water Supply Management Division



John D. Morgan Park Monitoring Well Project

Project No. 91304001

ENGINEER'S REPORT

Prepared by:

Roger Pierno, P.E.
Associate Civil Engineer

Under the Direction of:

Vanessa De La Piedra, P.E.
Groundwater Management Manager

Garth Hall, P.E.
Deputy Operating Officer

Jim Fiedler, P.E., D.WRE
Chief Operating Officer

Norma Camacho
Interim Chief Executive Officer

The Engineer's Report has been prepared under the direct supervision of the undersigned, who hereby certifies he/she is a Professional Engineer in the State of California



June 2016

DISTRICT BOARD OF DIRECTORS

John Varela, Vice Chair	District 1	Nai Hsueh	District 5
Barbara Keegan, Chair	District 2	Tony Estremera	District 6
Richard Santos	District 3	Gary Kremen	District 7
Linda LeZotte	District 4		

1. PROJECT DESCRIPTION

The proposed John D. Morgan Park Monitoring Well Project (Project) is located in the south parking lot of John D. Morgan Park in Campbell, California 95008 (see Figure 1).

The Project objective is to construct monitoring wells to support permitting and compliance for potential indirect potable reuse using purified recycled water in the District's Los Gatos recharge system. The project involves drilling two adjacent boreholes to an estimated maximum depth of 400 feet and constructing five nested monitoring wells.

Due to the proximity of neighbors, the drilling equipment will be enclosed by a temporary sound wall, which will require temporary restriping for parking lot traffic flow. Upon sound wall removal, the parking lot will be repaired, resurfaced, and restriped. Related short-term closures of the parking lot will be preceded by noticing and street signs. The monitoring wells will be secured in an at-grade utility vault that will not disrupt existing uses of the park.

2. ZONE BENEFITS

The project work supports potential indirect potable reuse in the Santa Clara Groundwater Subbasin, which will benefit Water Utility Zone W-2 (North County).

3. PROJECT RIGHT OF WAY

The monitoring wells will be drilled and constructed in a City of Campbell park, which will require an encroachment permit during construction and a long-term easement for permanent access to the wells. The Campbell City Council has authorized the City Manager to negotiate issuance of an encroachment permit and a permanent access and operations agreement with the District for the monitoring wells.

4. MAPS AND FIGURES

See attached Figures 1 and 2 at the end of the report.

5. PROJECT COSTS

The estimated cost to design and construct the proposed Project is \$740,000, which is within the total planned expenditures in the approved Fiscal Year 2016-2020 Capital Improvement Program.

6. LIST OF FIGURES

Figure 1 – Project Location

Figure 2 – Approximate Location of Monitoring Wells and Sound Wall



Figure 1 – Project Location

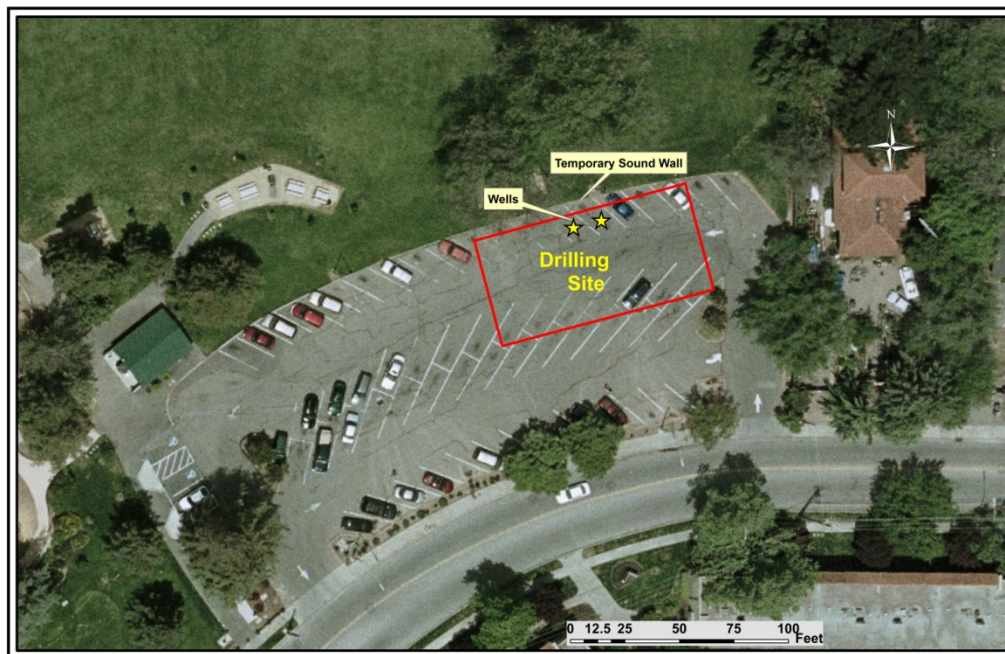


Figure 2 – Approximate Location of Monitoring Wells and Sound Wall



PUBLIC HEARING NOTICE

- Topic: John D. Morgan Park Monitoring Well Project
- Who: Santa Clara Valley Water District
- What: Public Hearing on the Engineer's Report
- When: August 9, 2016
Item is time certain at 6:00 P.M.
- Place: Santa Clara Valley Water District Board Room
5700 Almaden Expressway, San Jose, CA 95118
- Why: The proposed work is described in the John D. Morgan Park Monitoring Well Project Engineer's Report. The Report is on file at the Clerk of the Board of Directors, 5700 Almaden Expressway, San Jose, California and on Valley Water's website:

<http://www.valleywater.org/PublicReviewDocuments.aspx>

The Project objective is to construct monitoring wells to support permitting and compliance for potential indirect potable reuse using purified recycled water in the District's Los Gatos recharge system. The project involves drilling two adjacent boreholes to an estimated maximum depth of 400 feet and constructing five nested monitoring wells. The wells will be drilled in the south parking lot of John D. Morgan Park. The project includes constructing a temporary sound wall and restoring the parking lot to its original condition.

At the time and place fixed for the public hearing, the Board of Directors will receive comments on the Engineer's Report for the Project. After considering the comments, the Board will decide whether or not to proceed with the Project.

For more information about this hearing or this Project, contact Project Engineer, Roger Pierno at (408) 630-2738.

Reasonable efforts will be made to accommodate persons with disabilities wishing to attend this public hearing. For additional information on attending this hearing including requesting accommodations for disabilities or interpreter assistance, please contact the Office of the Clerk of the Board at (408) 265-2607, ext. 2277, at least three business days prior to the hearing.

John D. Morgan Park Monitoring Well Project (Project No. 91304001)

Public Hearing on the Engineer's Report
August 9, 2016



John D. Morgan Park Monitoring Well Project

Board Actions – August 9, 2016

- ▶ Public Hearing on the Engineer's Report
- ▶ Approve Engineer's Report
- ▶ Approve Project



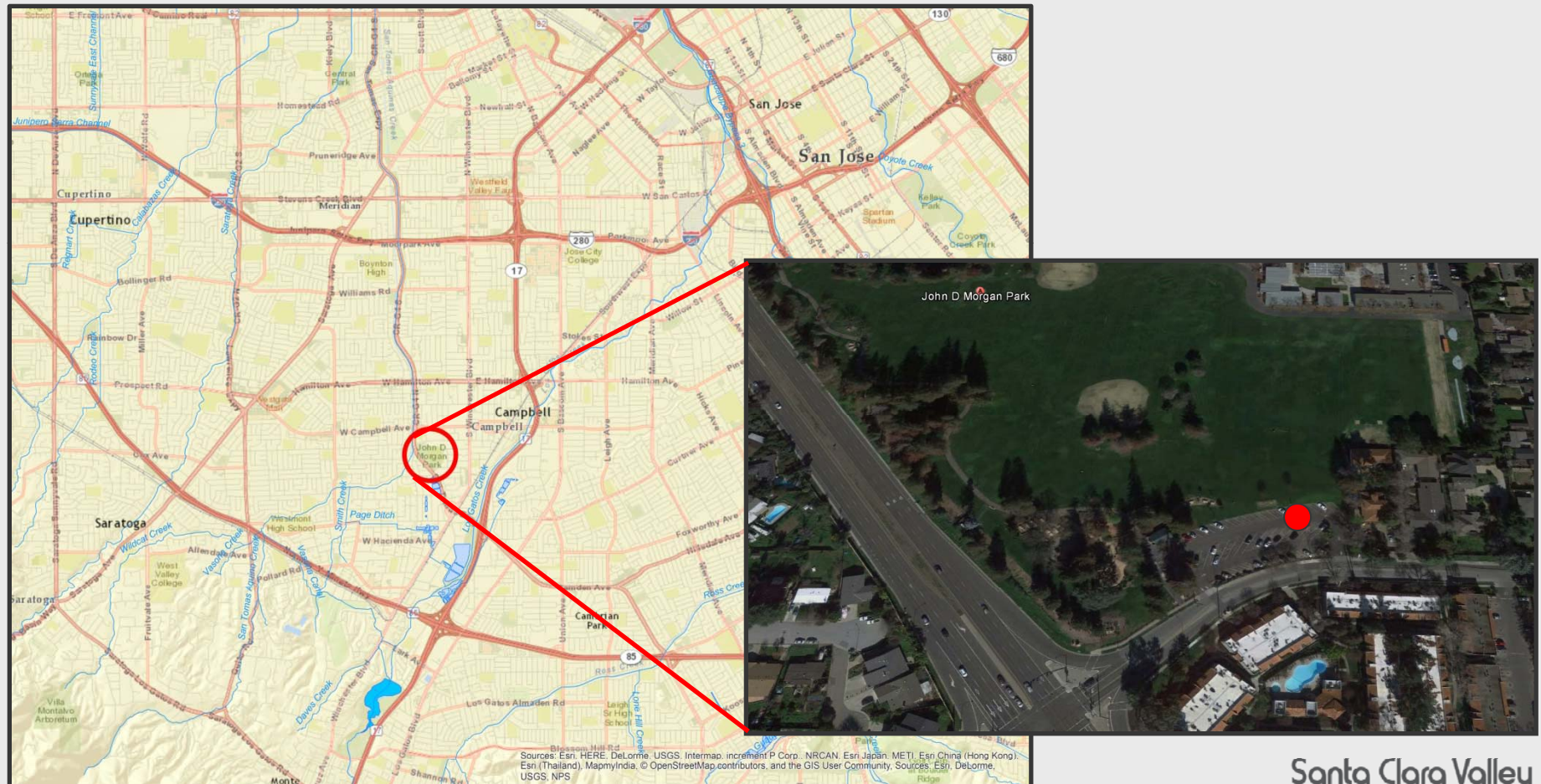
John D. Morgan Park Monitoring Well Project

Project Objective

Construct monitoring wells to support permitting and compliance for potential indirect potable reuse in the Los Gatos recharge system.

John D. Morgan Park Monitoring Well Project

Project Location



John D. Morgan Park Monitoring Well Project

Project Description

- ▶ Two borings up to 400 feet deep
- ▶ 5 wells for sampling from multiple depths
- ▶ Soil cores for dissolution study
- ▶ Temporary sound wall for noise control
- ▶ Parking lot restoration

John D. Morgan Park Monitoring Well Project

Project Right of Way

- ▶ Project is within City of Campbell park and requires a City encroachment permit
- ▶ Campbell City Council has authorized City Manager to negotiate long-term District access and operations easement

John D. Morgan Park Monitoring Well Project

Project Cost

- ▶ **Total estimated cost: \$740,000 (2016 dollars)**
- ▶ Planning/Design: \$85,000
- ▶ Construction Phase: \$655,000
 - ▶ Construction contract: \$370,000
 - ▶ CM/support services: \$285,000

John D. Morgan Park Monitoring Well Project

District Project Funding

- ▶ 100% Water Utility
- ▶ Zone Benefits: Proposed Project benefits
Zone W-2 (North County) 100%

John D. Morgan Park Monitoring Well Project

Project Schedule

- ▶ Staff recommendation to the Board to adopt plans and specifications and authorize construction bidding: August 2016
- ▶ Board award of contract: October 2016
- ▶ Construction initiation: November 2016
- ▶ Construction Completion: March 2017

Questions?



File No.: 16-0649

Agenda Date: 8/9/2016

Item No.: *2.9.

BOARD AGENDA MEMORANDUM

SUBJECT:

Presentation of 2016 SCVWD Summer Internships for College Students and Skilled Trades.

*PREVIOUSLY LISTED AS ITEM 2.8.

RECOMMENDATION:

Receive information and data on the 2016 Summer Internship Program for college students and skilled trades, and acknowledge commitment to the success of the program.

SUMMARY:

Student interns have become a valued asset and integral part of the District's workforce. Student internship programs not only help to train a future workforce and create a potential pipeline to support succession planning, but it also provides young people throughout the community the opportunity to explore the field of public service as a potential career pathway.

This summer, the District is hosting 48 student interns, the highest number of summer interns to date. The reason for the increase is because, in addition to the highly successful college internship program that is currently in its 4th year, the District has added two skills trade program this summer, one for water treatment plant operators and the other, in partnership with MetroED high school. The District is aware of the increasing rate of retirement each year and is constantly planning for ways to build a future pool of qualified candidates.

2016 Summer Internship Interns

College Program. This year's college interns come from 17 different colleges and universities throughout 5 states. The schools include:

- UC San Diego
- CSU Stanislaus
- University of Washington
- Evergreen Valley
- University of Massachusetts
- University of Virginia
- UC Irvine
- University of Colorado
- Stanford

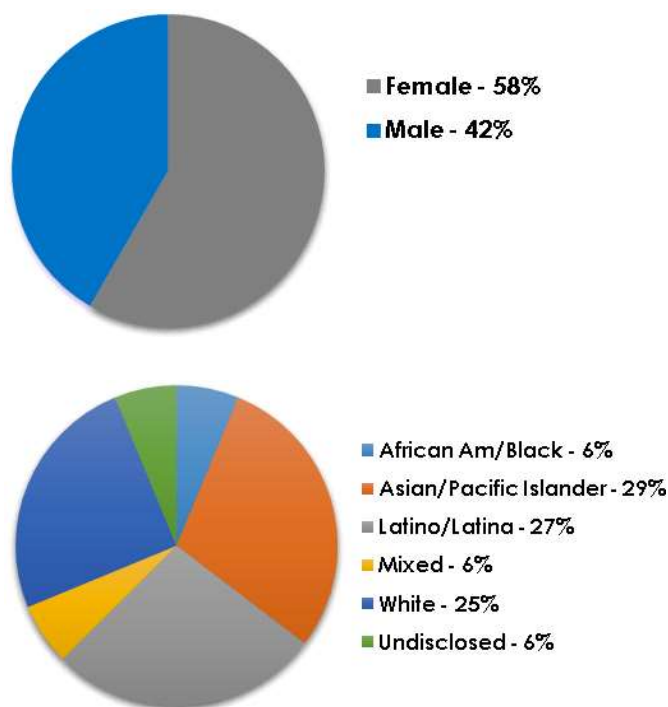
- St. Mary's
- Santa Clara University
- San Jose State University
- UC Davis
- UC Santa Barbara
- Cal Poly San Luis Obispo
- Cal Poly Pomona
- Loyola Marymount University

The students are working on projects and assignments throughout various business units, including Records & Library Services, Accounting, Government Relations, IT, Water Resources Planning & Policy, Recycled & Purified Water, Dam Safety, Vegetation Management, Emergency & Security, and Utility Maintenance. Each student has a mentor responsible for helping them develop a learning plan for the summer and support any networking opportunities that will benefit their career development. At the end of the college program, the students are required to complete an evaluation plan and present a Capstone Project in front of their peers and mentors.

Water Treatment Operator Program. The District kicked off its Skills Trade internship program in the Treatment Plant Maintenance Unit. Internship opportunities were opened up to students who completed their first year of E-Tech Program at Los Medanos Community College. The students in this program gain valuable experience such as basic I&C calibration, repair, modification, and performance verification projects at the water treatment plants. Currently, there is one intern working at the Rinconada Water Treatment Plant.

High School Skills Trade. The District expanded its summer internship program to include high school students. In partnership with Metropolitan Education District (MetroED), the District placed 10 high school interns into various business areas throughout the General Services Division. The students work placements are aligned with the career pathway courses they are enrolled in at MetroED. These pathways include, HVAC, Automotive Services, Facilities Maintenance, and Business Support and Warehouse Services. Each of the students have a mentor and are gaining hands on practical experience that they can relate directly to the curriculum they have learned in school.

Diversity. Understanding the importance of diversity in our intern population, District staff made a concerted effort to do more rigorous outreach in underrepresented communities. The efforts are reflected in the significant changes from last year. This year, there is a greater distribution of racial diversity in the intern cohort as compared to last year. Additionally, in an agency that is over 60% male employees, the intern population has helped to bring more female representation to the potential future workforce. Below are the results of the race and gender analysis for this year.



Program Success. The success of the internship programs is evident through the increasing request for interns each summer by managers. Managers continue to be thoroughly impressed by each new cohort of interns on a yearly basis. For example, within days of starting their internships, IT interns successfully deploy critical upgrades to 31% of their targeted computers and received several commendations from staff for their prompt and excellent service. Managers have also expressed strong interests in retaining the summer interns for the school year because of how well they are working out in the unit.

Managers and Mentors are a large reason why the internship programs continue to succeed. Their commitment to making these internship opportunities a positive experience from providing the students with challenging and hands on projects, to supporting their learning and development throughout the program, has helped to make the internships at the District the success that it is today. Additionally, the support staff throughout the business areas, and particularly, in Human Resources has been instrumental in keeping the program organized and a positive experience for everyone involved.

FINANCIAL IMPACT:

Funds are budgeted in FY 2016-17 for this program.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

None.

UNCLASSIFIED MANAGER:

Jesús Nava, 408-630-2764

File No.: 16-0182

Agenda Date: 8/9/2016

Item No.: 3.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt Plans and Specifications and Authorize Advertisement for Bids for Construction of the Permanente Creek Flood Protection Project - McKelvey Park Detention Basin, Project No. 26244001, Contract No. C0616 (Mountain View) (District 5).

RECOMMENDATION:

- A. Find that Playfield Sports Lighting - Musco Lighting should be designated by specific brand name and catalog item as a sole source product, to match other products already in use at the City of Mountain View's Shoreline Athletic Fields. PCC 3400(c)(2);
- B. Find that Central Controller - EGP Series, Rain Master should be designated by specific brand name and catalog item as a sole source product, to match other products already in use in the City of Mountain View. PCC 3400(c)(2);
- C. Adopt the plans and specifications and authorize advertisement for bids for the construction of the Permanente Creek Flood Protection Project - McKelvey Park Detention Basin (Project) per the Notice to Bidders; and
- D. Authorize the Designated Engineer to issue addenda, as necessary, during bidding.

SUMMARY:

Project Background

The Permanente Creek watershed encompasses 28 square miles, including portions of the cities of Los Altos, Mountain View, Cupertino, and Los Altos Hills. The creek originates in the Santa Cruz Mountains and discharges into the San Francisco Bay through the Mountain View Slough. Hale Creek is the major tributary to Permanente Creek. A portion of flow from the upper Permanente watershed is directed to Stevens Creek through the Permanente Diversion.

The Permanente Creek Flood Protection Project (Project) is part of the Safe, Clean Water Program. This Project protects approximately 2,200 parcels by implementing flood detention and channel improvement elements. The proposed Project utilizes two strategically located flood detention areas throughout the watershed to maximize flood protection benefits at an acceptable cost. The Project will be constructed through three separately bid sub-projects: Rancho San Antonio Detention Basin; McKelvey Park Detention Basin; and the Permanente Creek Channel Improvements.

Permanente Creek Flood Protection Project Elements

Moving from upstream to downstream, the Project includes a detention basin at Rancho San Antonio County Park, located at Cristo Rey Drive, Cupertino. The Permanente Creek channel improvements will commence at the intersection of Ernestine Lane and Mountain View Avenue to roughly Trophy Drive in Mountain View. The Hale Creek channel improvements will start at the confluence with Permanente Creek (South Rincon Street) to roughly 200 feet upstream of Mountain View Avenue. The McKelvey Park detention basin will be constructed at McKelvey Park, a 5-acre baseball facility located at the corner of Park Drive and Miramonte Avenue in Mountain View. Floodwalls, embankment, and levee improvements will be constructed along Permanente Creek north of Highway 101 to Amphitheatre Parkway in Mountain View.

McKelvey Park Detention Basin Element

The Project will construct a detention basin at McKelvey Park. The park will be excavated and lowered approximately 15 feet. The detention basin will be constructed utilizing concrete retaining walls and sheet piles, and will be connected to the Permanente Creek channel. The playing fields will be restored at the new lowered ground level, and new facilities such as bleachers, dugouts, bullpens, and batting cages will be constructed. Flows higher than approximately the 50-year flood event will spill onto a District-owned parcel through an energy dissipating wall/gate, and spread into the detention area for temporary storage. Once the peak flows pass, the stored flood water will drain back into Permanente Creek by gravity flow and through pumping. Low-flow pumps will be installed in a wet-well adjacent to the inlet structure. Other new park amenities include a mini-park, pedestrian bridge, concession and meeting room buildings, scorekeepers' booth, storage room, restrooms, and LED ballfield lights.

Outreach to Bidders

As part of the District's customary small and local business outreach, the following routine steps will be taken: the Notice to Bidders (Attachment 1) will be sent to approximately 27 planrooms, 20 minority businesses, Chambers of Commerce and small business groups. In addition, the Notice will be sent to certified small business contractors and local and regional firms that have the appropriate license for this type of work. The Notice will also be provided to the Santa Clara and San Benito Counties Building and Construction Trades Council, which maintains contacts with at least 500 contractors and 70 union representatives, for distribution to their members.

Board Adoption of Plans and Specifications and Addenda Authorization

Board adoption of plans and specifications and Board authorization to advertise is recommended in order to proceed to bid the Project for construction. Authorizing the Designated Engineer to issue addenda during the bidding allows for modifications to the construction contract documents, if necessary, during the bidding period and before the contract is awarded.

Sole Source Justification

For a sole source product to be used, one of four criteria must be met as stated in Public Contract Code Section 3400(c). For this Project, PCC Section 3400(c)(2) applies, which provides as follows:

“In order to match other products in use on a particular public improvement either completed or in the course of completion.”

This code section applies to Recommendation Actions “A” and “B” which provide for products and equipment that will match other products in use at City of Mountain View (City) facilities. The District received a memorandum from Jacqueline Solomon, Assistant Public Works Director, City of Mountain View, dated March 31, 2016, documenting the City’s request that these two sole source products be designated for this Project. (Attachment 2).

Recommendation “A” is to designate only Musco Lighting LLC, Light Structure Green Systems which matches the lighting system being used at the City’s Shoreline Athletic Fields. By installing the same system at McKelvey, remote monitoring and operation of lighting at McKelvey could be smoothly integrated into the existing online control system. In addition, there would be significant savings in ongoing operations and maintenance by having two facilities on the same system and with the same equipment and control system for troubleshooting, replacement parts and scheduling.

Recommendation “B” is to designate Rain Master Eagle Sentar Irrigation Controllers which match the system being used at all forty of the City’s parks. Installing the same system at McKelvey would allow the City to operate it remotely with an existing internet-based control system that the City already has in place.

Relevant Prior Board Action(s)

On August 25, 2015, the District Board approved Amendment No. 3 to Consultant Agreement No. A3345A with Hatch Mott MacDonald to provide additional design and engineering support services during construction of the Permanente Creek Flood Protection Project.

On January 26, 2016, the Board approved the Construction Management Agreement with Harris and Associates, for construction management services for construction of the Project.

Public Outreach

The district will use a variety of outreach tactics to keep the community informed of the Project progress and important milestones. During the Project’s design phase, outreach tactics included numerous public meetings and mailed notices (<http://www.valleywater.org/services/PermanenteMeetingsandnotices.aspx>) to collect input, a Project website (<http://www.valleywater.org/services/PermanenteCreek.aspx>), Project fact sheets for each element, and media relations.

During construction, outreach will be targeted to the surrounding neighborhoods and include pre-construction and post-construction public meetings. In addition to the outreach tactics used during the design phase, construction phase outreach will include regular email updates and

construction site signage.

Next Steps

If the Board approves the recommendations, staff will proceed to advertise for bids for Project construction. The next Board action would be for award of the construction contract, tentatively scheduled for October 25, 2016. If a construction contract is awarded, it may create or sustain approximately 300 - 600 jobs in the community. The Project Delivery Process Schematic (Attachment 3) highlights the current Project phase and the staff recommendations before the Board.

FINANCIAL IMPACT:

The estimated construction contract cost for the Project (McKelvey Park Detention Basin) is between \$25 million and \$30 million. Approximately \$10M is included in the Board-adopted Fiscal Year 2016-17 Budget, which is sufficient funding for the FY 2016 construction season. The remainder of the construction will be budgeted and encumbered in FY 2017-18.

CEQA:

On June 17, 2010, the Board considered the potential environmental effects of the Project as presented in the Environmental Impact Report (EIR) and adopted Resolution 10-58 certifying the June 2010 Final (EIR), Findings of Fact and Statement of Overriding Considerations, and adopting the Mitigation Monitoring and Reporting Program for the Project.

On November 20, 2012, the Board considered the potential environmental effects of the Permanente Creek Flood Protection Project as presented in the Final Subsequent Environmental Impact Report (FSEIR) and adopted Resolution 12- 76 certifying the FSEIR, Findings of Fact and Statement of Overriding Considerations, and adopting the Mitigation Monitoring and Reporting Program for the Project. The Board also approved the Permanente Creek Flood Protection Project.

On May 28, 2013, the Board considered the Addendum to the certified FSEIR and approved the Project changes relating to the McKelvey Park Detention Basin.

All the necessary permits for the Project have been obtained

ATTACHMENTS:

Attachment 1: Notice to Bidders

Attachment 2: City Mountain View 033116 Memo requesting sole source products

Attachment 3: Project Delivery Process Chart

UNCLASSIFIED MANAGER:

Melanie Richardson, 408-630-2035

**PERMANENTE CREEK FLOOD PROTECTION PROJECT
MCKELVEY PARK DETENTION BASIN**

Project No. 26244001

Contract No. C0616

1. **Notice.** Notice is hereby given that sealed Proposals will be accepted by the Construction Program of the Santa Clara Valley Water District, Room B-108, of the District's Administration Building, 5750 Almaden Expressway, San Jose, California 95118 up to 2 p.m. on October 12, 2016, for furnishing all material and performing all work necessary for construction of the **Permanente Creek Flood Protection Project – McKelvey Park Detention Basin (Project)**, in the City of Mountain View, California.
2. **California State Department of Industrial Relations Contractor and Sub Contractor Registration Requirements.** (See Article 3.05 and 6.04 for the full text.) California Labor Code section 1771.1 requires:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code.

An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

- (1) The subcontractor is registered prior to the bid opening.
- (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee.
- (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

3. **Summary of Work**

1. Installation of temporary pedestrian and vehicular detours, including all materials, concrete, fencing, signage, as required to safely detour pedestrians and vehicles as required to complete work;
2. Installation, maintenance and removal of storm water pollution prevention BMPs;
3. Application for City of Mountain View permits, payment therefor, and compliance therewith;

-
4. Noticing of members of the public affected by construction;
 5. Clearing and grubbing of the project limits, including removal of existing trees;
 6. Removal and legal disposal of the existing improvements at the project site including underground utilities, buildings and bleachers;
 7. Removal and replacement of Park Drive and Miramonte Avenue AC pavement and PCC medians;
 8. Removal and replacement of sidewalk, curb and gutter along Mountain View Avenue, Park Drive and Miramonte Avenue;
 9. Removal, installation and abandonment of utilities within Park Drive and Miramonte Avenue;
 10. Excavation of approximately 110,000 cubic yards of material to construct a dual-use detention basin and ball fields at McKelvey Park;
 11. Installation of retaining walls of types including concrete, soldier pile, and sheet pile;
 12. Installation of pre-engineered pedestrian bridge;
 13. Installation of underground utilities on McKelvey Park site including water, storm drainage and sanitary sewer;
 14. Installation of ball fields and appurtenant structures including bleachers, concessions and meeting room buildings, scorekeepers booth, storage, restrooms and fencing;
 15. Installation of pump station including equipping, mechanical and data communications;
 16. Installation of street and ball field lighting;
 17. Installation of mini-park;
 18. Installation of landscaping and irrigation;
 19. Installation of various concrete driveways, walkways, median, valley gutter, and curbs and curb and gutters;
 20. Installation of approximately 3,300 linear feet of various types of fencing and access gates;
 21. Coordination of work activities with various utility companies including City of Mountain View and PG&E as needed to protect, arrange,

relocation, or provide trenching and backfilling of their overhead and underground facilities;

22. Provision of maintenance for 180 calendar days of plant establishment following the successful completion of the planting installation;

23. Other miscellaneous construction work and items necessary to satisfactorily complete the work.

B. Sole Source Products. The Bid Documents require the Contractors to provide the following sole source products in compliance with Public Contract Code §3400(c)(2).

Specification Section

265710
328400

Description

Playfield Sports Lighting – Musco Lighting
Central Controller- EGP Series, Rain Master

4. **Contract Time.** Time limit for the completion of the work is **970** calendar days, including 180 days of plant establishment maintenance.

A. Milestone #1: Opening of baseball fields for use by January 31, 2019

B. Milestone #2: Civil work completion by February 15, 2019

5. **Liquidated Damages.** See Special Provisions Article 11.07 of the contract documents for requirements regarding Liquidated Damages.

6. **Estimated Cost.** The estimated cost of the Project is between \$25 – 30 million. This estimate is intended to serve merely as an indication of the magnitude of the work. Neither the Bidder(s) nor the Contractor will be entitled to pursue a claim or be compensated due to variance in the stated estimated cost range.

A. Additive/Deductive Bid Items. Not used.

B. Supplemental Bid Items. Not used.

7. **Contractor's License Requirement.** The Bidder must possess a Class A Contractor's license when the Bid is submitted.

8. **Pre-Bid Conference and Site Showing.** A pre-bid conference/site visit will be conducted by the District on August 31, 2016. The conference will convene at 10:00 a.m. at the McKelvey Park parking lot in Mountain View, California. The pre-bid conference will begin with a District presentation on the Small Business Outreach Program. A Bid submitted by any Bidder not represented at a mandatory pre-bid conference/site visit will be considered non-responsive. Attendance at the pre-bid by subcontractors is not required.

Attendance by the Bidder at the pre-bid conference/site visit is:

☒ Mandatory

☐ Optional

A tour of the site will be conducted following the pre-bid conference. The objective of the site visit is to familiarize prospective Bidders with the site; no additional site visits will be allowed. Please confirm your intent to attend the pre-bid meeting and site visit 24 hours in advance by sending e-mail to scvwdplanroom@valleywater.org.

Reasonable efforts will be made to accommodate persons with disabilities wishing to attend the pre-bid meeting/site visit. Please request accommodations when confirming attendance.

- 9. Availability of Bid Documents.** Contract Documents, including Drawings and Specifications, are available in both paper and electronic (pdf) formats. Paper copies may be purchased for the nonrefundable price of \$100. Provide FedEx account number or add \$10 per set for packaging and postage. Electronic version is free, transferred via file transfer appliance (FTP) site.

To order Contract documents:	Request Form and information available online. Website: http://www.valleywater.org/Programs/Construction.aspx Email: scvwdplanroom@valleywater.org FAX: (408) 979-5631 Phone: (408) 630-3088
To pick up Contract documents in person:	Santa Clara Valley Water District 5700 Almaden Expressway San Jose, CA 95118 Business Hours: 8 a.m. – 5 p.m.

- 10. Inquiries.** The Bidder must submit all requests for clarification, or interpretation of the Bid Documents in accordance with the requirements stated in Article 3.04 of the Standard Provisions. Written questions must be directed to the project manager and submitted at least ten (10) calendar days before the deadline for receipt of Bids.

The District may issue written Addenda as appropriate for clarification or other purposes during the bidding period. Addendum notification(s) will be sent to each planholder at the email address provided by the contractor for the planholders list and addenda will be posted on the District's website at www.valleywater.org/Programs/Construction.aspx.

A. Project Manager. The District's project manager for this project is Lotina Nishijima and can be reached via e-mail at lnishijima@valleywater.org or at (408) 630-2795.

B. Process Questions. For questions regarding the advertisement process, contact the District Plan Room at (408) 630-3088, or scvwdplanroom@valleywater.org.

11. Prevailing Wage Requirements.

- A.** Workers employed on this Project must be paid at rates at least equal to the prevailing wage rates as determined by the State of California Department of Industrial Relations pursuant to §1770 of the Labor Code. Said wage rates are incorporated herein by reference and may be inspected upon request. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov/>. See Standard Provisions — Articles 6.04 through 6.06 for related requirements.
- B.** This Project is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. The Contractor and subcontractors must furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner: monthly, in a format prescribed by the Labor Commissioner.

12. Bid Proposal Submittal. All Proposals must be submitted in sealed envelopes addressed to Construction Program of the Santa Clara Valley Water District, and state the Project name and Project number on the outside of the sealed envelope. Each Bid must be submitted on the prescribed Bid Forms. All information on Bid Forms must be completed in ink.

- A. Alternate Delivery for Bid Submittal.** Bidders electing to submit a Proposal by FEDEX, UPS, DHL, CA Overnight, Golden State Overnight, etc., must address the submittal in accordance with instructions stated in Paragraph 12 above. Any Proposal received after 2 p.m. will be considered non-responsive.

Address the outside delivery envelope as follows:

Santa Clara Valley Water District
Attention: Construction Program – **BID**
5905 Winfield Boulevard
San Jose, CA 95123-2428

Note: USPS (US Mail) does not deliver to 5905 Winfield Boulevard.

- 13. Bid Opening.** The Construction Program staff will open Proposals at the time and place stated in Paragraph 1 above.
- 14. Errors or Discrepancies in the Bids.** The District Board of Directors reserves the right to reject any and all Bid Proposals and to waive minor defects or irregularities in any submitted Bid Form(s).
- 15. Bidders Security.** Each Proposal must be accompanied by cash, a certified or cashier's check, or a Bidder's bond in the sum of not less than 10 percent of the total aggregate of the Proposal including all additive Bid items. Said checks or bonds must be made payable to the Santa Clara Valley Water District.
- 16. Contract Retention.**

-
- ☒ The Contract Retention for this Project is established at five percent of the Contract Price.
- ☐ The Contract Retention for this Project is established at ten percent of the Contract Price. The Board of Directors has made a finding that the Project is substantially complex and therefore requires retention higher than five percent.
17. **Substitution of Securities.** The Contractor may, at the Contractor's request and expense substitute securities equivalent to the amount withheld by District to ensure the performance of the contract in accordance with §22300 of the Public Contract Code.
18. **Small Business Preference.** The District has elected to implement the small business preference provisions of Public Contract Code §2002(a)(1). For purposes of the District's program, a small or micro business is as defined in Government Code §14837. Please refer to the small business compliance requirements stated in the Small Business Instructions included with these Bid documents.
19. **Equal Opportunity.** The District is an equal opportunity employer and all contractors of District projects are to have and follow a policy of equal opportunity including adherence to all state and federal laws and regulations, including the Federal Equal Opportunity Clause.
20. **Permits.** The District has obtained all necessary regulatory permits.
21. **Escrow Bid Documents.** Escrow Bid Documents must be submitted by the three apparent low bidders in a sealed container, separate from their proposal, no later than 5 p.m. on the 2nd business day after the Bid opening. Each container shall be clearly marked on the outside with the bidder's name, date of submittal, project name, and the words "Escrow Bid Documents." Timely submission of the Escrow Bid Documents is considered material by the District.

The Escrow Bid Documents must be accompanied by a separate certification, **Bid Form 10, Escrow Bid Documents Certification**, signed by an individual authorized by the bidder to execute the bidding proposal, stating that the material in the Escrow Documents constitutes all of the documentary information used in preparation of this bid, and that he/she has personally examined the contents of the Escrow Documents container and has found that the documents in the container are complete.

By order of the Board of Directors of the Santa Clara Valley Water District, San Jose, California, on August 9, 2016.

ATTEST: MICHELE L. KING, CMC

Clerk/Board of Directors



MEMORANDUM

Public Works Department

DATE: March 31, 2016

TO: Lotina Nishijima, Project Manager, SCVWD

FROM: Jacqueline Solomon, Asst. Public Works Director, City of Mountain View

SUBJECT: **Sole Source Request for Field Lighting and Irrigation Controllers at McKelvey Park**

The City of Mountain View is requesting a sole source procurement of the Field Lighting and Irrigation Controllers for the McKelvey Park Project which is a portion of District's Permanente Flood Protection Project.

Field Lighting

The City recently installed Musco Lighting LLC, Light-Structure Green Systems at the City's new Shoreline Athletic Field. The system includes an online control system which allows for monitoring and control the lighting remotely. By installing the same system at McKelvey, we can achieve significant savings in ongoing operations and maintenance and improved customer system by having the two facilities on the same system and with the same equipment and control system for troubleshooting, replacement parts and scheduling. Additionally having this control system will save energy by allowing closure staff control and ensure that lighting is turned off per approved schedules so as to not impact the adjacent neighbors after hours.

Therefore the City requests that the District list Musco Sports Lighting LLC as the only preapproved equipment supplier.

Irrigation Controllers

The City of Mountain View has forty parks and uses Rain Master Eagle Sentar irrigation controllers. All controllers are remotely programed with the Rain Master I-Central System with the appurtenances as called out in the plans on Sheet L-54 throughout the City. This internet based system has worked well for us over the years and is able to be operated remotely with the control system the City already has in place. Installing this Controller and system at McKelvey Park allows the City to continue to be more efficient in our operations and maintenance of this improved facility and allow us to control

water use more easily during the current and future droughts. Therefore, the City requests that the District specify this equipment for this project.

If you have any questions or need additional information, please let me know. I can be reached at (650)903-6311 or jacqueline.solomon@mountainview.gov.

Sincerely,

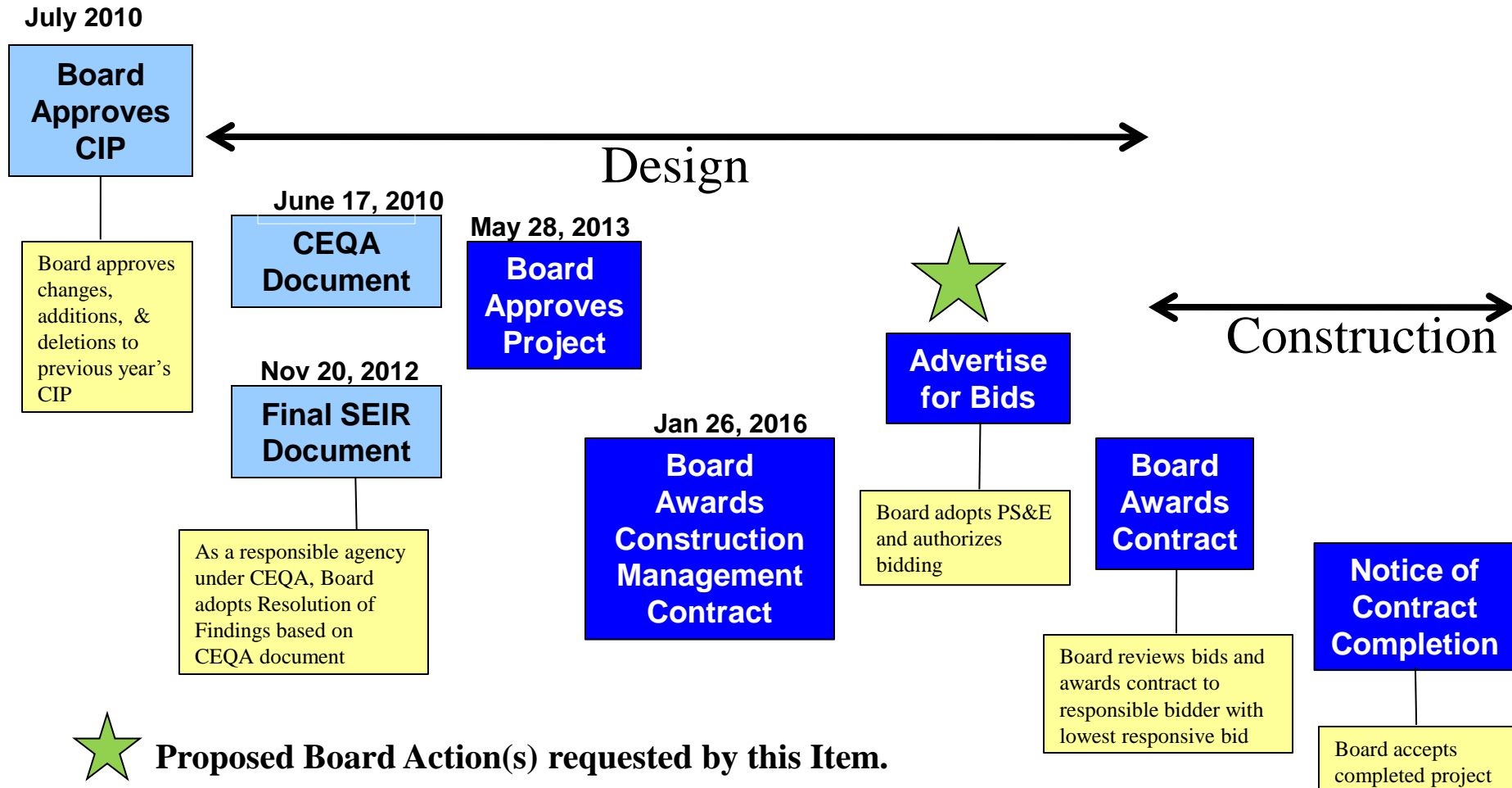
Jacqueline Solomon

cc: PCE-Macaraeg, POSM, PCE-Au, PWD, f/c

Project Delivery Process

Permanente Creek, Bay to Foothill Expressway

Project # 26244001



File No.: 16-0384

Agenda Date: 8/9/2016

Item No.: 3.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approval of Consultant Agreement for \$576,397 with MKThink for the Employee Workspace Project.

RECOMMENDATION:

Approve the consultant agreement with MKThink (Consultant) for the Employee Workspace Project for an amount not-to-exceed \$576,397, and authorize the Interim Chief Executive Officer or her designee to execute the agreement.

SUMMARY:

The District plans, maintains and manages its facilities and implements capital improvements to maintain the life and value of its physical assets in compliance with the Board's Ends Policies and Executive Limitations. The District's Almaden Campus buildings are at full capacity during the summer of 2016 after including space for interns. Other factors such as growth/attrition of employees and space requirements as a result of District-wide program changes and reorganizations have also impacted the availability and efficient use of space at the District. The consultant agreement with MKThink will assess and evaluate the District's workspaces and help the District to identify potential efficiencies in the use of workspaces and align them with the functions and responsibilities of each employee.

Background

There are many factors that affect the use of workspaces. Studies have shown that workspaces that are designed with employees' jobs in mind and consider factors like lighting (including natural daylight), noise, temperature and occupant comfort improve the quality of life of employees and enhance productivity. The District's current workspaces were designed and installed when the buildings were built or renovated.

There are nine buildings on campus and ten buildings (one leased in Sacramento) that house employees in office type workspaces. Most of these workspaces have not been evaluated or reassessed ever since they were installed. Many of the spaces were also designed with hard-walled conference rooms and offices for senior staff along the perimeter preventing natural light from reaching other employee workspaces. These workspaces are assigned based on whether one is a staff, supervisor or manager. For example, there are no distinct differences in workspace for a surveyor, a biologist, an associate engineer or an accountant even though they all perform different

work with potentially different workspace requirements. In addition, workspaces for employees who perform work off-campus in the field are treated the same as those who work on campus and require a workspace for all working hours. Those workspaces are at many times empty and unoccupied. Other ancillary spaces like the cafeteria, lobbies, meeting rooms and outdoor patios haven't been designed or considered for use for other purposes or for multiple uses.

The District's Almaden Campus has approximately 201,000 square feet and there are approximately 788 people on campus including employees, interns, temporary staff and contractors. The Usable Square Feet ratio (calculated by dividing sq.ft. by the number of employees - 201,000/788) is 255. This ratio is used to determine the efficient use of space in a building; the lower the ratio, the higher the building's space efficiency.

The International Facilities Management Association standard suggests that the ratio be less than 200. A Federal General Services Administration (GSA) 2012 Study and a CoreNet Global (a commercial real estate association) study (2009) found that most organizations had or were moving towards a ratio under 200 to reduce their real estate footprint and increase their environmental sustainability measures. The GSA later adopted 170 as the standard for all Federal buildings and used 80 as the standard for its Headquarters building in Washington D.C.

The consultant agreement with MKThink will assess and evaluate the District's workspaces and help the District to identify potential efficiencies in the use of workspaces and align them with the functions and responsibilities of each employee. In addition, the Project will help determine what upgrades and improvements in work spaces will improve the efficient use of space to enable employees to achieve the core mission and responsibilities of the District. The Consultant will work with District staff, bargaining units, and Board members to evaluate, assess, and propose solutions to address employee workspace requirements on all buildings at District facilities.

The consultant agreement also includes tasks related to environmental sustainability. The consultant will evaluate and assess current District facilities for LEED (Leadership in Energy and Environmental Design) standard improvements and associated costs to obtain certification for existing buildings on the Almaden Campus.

Consultant Selection Process

On March 9, 2016, a Request for Proposals (RFP) for the Employee Workspace Project was sent to more than 119 firms on the District's Contract Administration System internet portal and on the national and Bay Area chapter websites of the American Institute of Architects. An optional pre-proposal meeting was held on March 24, 2016. Five consulting firms participated in the meeting. During the four-week proposal period, staff issued three addendums to: 1) Provide the PowerPoint presentation made at the pre-proposal meeting; 2) Change the due date of the proposal from April 15 to April 18, 2016 and 3) Respond to questions received from interested consultants. Three written proposals were received by the proposal submittal deadline of April 18, 2016.

A Consultant Review Board (CRB) consisting of three subject matter experts from the District evaluated the proposals. Two firms were subsequently invited to an oral interview. Both invited firms

made in-person presentations to the CRB on May 3, 2016. The CRB unanimously recommended that staff proceed with contract negotiations with MKThink, as the highest-ranked firm.

Consultant Agreement Scope of Services

The consultant agreement includes the required tasks to be performed by the Consultant on the Project. A summary of the tasks, duration and the proposed cost breakdown is presented in Table 1. The tasks include project management, facility assessment, evaluation of current policies, workplaces, functions and space needs analysis, workspace programming, development of typical layouts, block space plans, alternate workspace strategies and programs, development of alternatives, costs and schedules, and LEED related evaluation and assessments. Staff expects that there might be a need for supplemental services given the number of meetings and outreach necessary for the project. Supplemental services also include possible tasks and costs for furniture/layout prototyping, digital workplace models, modeling, mapping and scenario simulation. These services are dependent on the findings, assessments and outcomes of the meetings with employees and the Board of Directors.

The Consultant will meet with approximately 783 employees and 100 interns, contract and temporary staff who are grouped under 57 units, 14 divisions, 3 business areas and 3 bargaining units. The consultant will also meet with the Board of Directors to solicit information and provide regular reports. This project will be overseen by a Project Steering Committee consisting of 3 members from the bargaining units (1 each from the Professional Management Association, the Engineer's Society and the Employee Association), 1 member from the Labor Relations Office, the Deputy Administrative Officer of the General Services Division and the Facilities Unit Manager.

The Agreement provides for the Consultant to begin performing the services after Board approval of staff recommendations in this memo and complete the project by June 30, 2017.

Other information

On June 10, 2016 executive staff met with the three Bargaining Units' (Professional Management Association, the Engineer's Society and the Employee Association) Presidents and a representative of the International Federation of Professional and Technical Engineers (IFPTE) Local 21 to solicit input and discuss the proposal. All three Bargaining Units were supportive of the proposal. Attachment 3 is a joint letter of support from the Bargaining units.

Table 1. SUMMARY OF TASKS, DURATION AND COST BREAKDOWN

Description	Duration From Notice to Proceed (days/months)	Total Not-to-Exceed Fees
Project Management	Term of Agreement	Costs for Meetings and Workshops Reflected in Tasks 2 through 11
Facility Assessment	2 months	\$18,460
Current Policies, Workplace, Functions, and Space Needs Analysis	4 months	\$184,720
Workplace Programming	6 months	\$68,750
Development of Standards or Typical Layouts	7 months	\$6,674
Development of Block Space Plan	8 months	\$14,448
Develop and Propose Technology Solutions	9 months	\$8,732
Develop and Propose AWS Strategies, Programs, and Policies	9 months	\$8,732
Develop Alternatives and Provide Analysis, Costs, Schedules, and Options	10 months	\$8,732
Communication and Approval	11 months	\$46,678
Develop an Implementation and Estimated Cost Plan	12 months	\$9,192
LEED Current State Assessment	4 months	\$40,975
LEED Improvement Recommendations	8 months	\$46,000
Supplemental Services	Term of Agreement	\$114,304
Total Not-to-Exceed Fees		\$576,397

FINANCIAL IMPACT:

The District has funds in the FY17 Almaden-Winfield Small Capital Project (No.60204016) for the consultant agreement's amount of \$576,397.

CEQA:

The recommended action does not constitute a project under the California Environmental Quality Act (CEQA) because it does not have the potential for resulting in a direct or reasonably foreseeable indirect physical change in the environment. The activities associated with the Employee Workspace Project are feasibility or planning studies and are exempt under CEQA guidelines 15262.

ATTACHMENTS:

Attachment 1: Consultant Agreement Justification

Attachment 2: Consultant Agreement

Attachment 3: Letter of Support

UNCLASSIFIED MANAGER:

Ravi Subramanian, 408-630-3021

CONSULTANT AGREEMENT JUSTIFICATION

PROJECT SUMMARY

The Employee Workspace Project will help assess and evaluate District employees' workspaces to find efficiencies in their use and align workspaces with the functions and responsibilities of each employee. In addition, the District is considering upgrading and improving work spaces so that they are effective and enable employees to achieve the core mission and responsibilities of the District. The Project also includes tasks associated with evaluation and assessment of District facilities for LEED (Leadership in Energy and Environmental Design) standard improvements and associated costs to obtain certification for existing buildings on the Almaden Campus.

WHAT TYPE OF SERVICE IS TO BE PROVIDED?

The proposed Consultant Agreement includes the required tasks to prepare recommendations and to obtain the necessary agreements to implement new typical work space layouts and block space plans, technology solutions, Alternate Work Space strategies and programs that will improve the effectiveness and efficiency of work spaces. In addition, the proposed Consultant Agreement includes the required tasks to provide the District with the recommendations necessary to implement LEED (Leadership in Energy and Environmental Design) improvements in its existing buildings on the Almaden campus.

WAS THE USE OF CONSULTANT SERVICES PLANNED AND WHY?

The use of this Consultant was included in the approved FY16 budget under the Almaden-Winfield Small Capital Improvement project. The District does not have sufficient staff or expertise to complete this project.

DESCRIBE THE SELECTION PROCESS USED

On March 9, 2016 a Request for Proposals (RFP) for the Employee Workspace Project was sent to 119 firms registered for architectural services on the District's Contract Administration System internet portal and on the national and Bay Area chapter websites of the American Institute of Architects. An optional pre-proposal meeting was held on March 24, 2016. Five consulting firms participated in the meeting. During the four-week proposal period, staff issued three addendums to: 1) provide the PowerPoint presentation made at the pre-proposal meeting; 2) change the due date of the proposal from April 15 to April 18, 2016 and 3) respond to questions received from interested consultants. Three written proposals were received by the proposal submittal deadline of April 18, 2016.

A Consultant Review Board (CRB) consisting of three subject matter experts from the District evaluated the proposals. Three firms provided written proposals and two were subsequently invited to an oral interview. Both invited firms made in-person presentations to the CRB on May 3, 2016. The CRB unanimously recommended that staff proceed with contract negotiations with Miller Kelley Architects Inc. DBA MKThink as the highest ranked firm.

IS THE CONSULTANT A SMALL OR LOCAL BUSINESS?

Miller Kelley Architects Inc. DBA MKThink is not registered with the California Department of General Services as a small/micro business. However, they are in the final stages of the registration process and expect to be registered before the Board's action on this agreement or issuance of Notice to Proceed if the Board approves the agreement. 75% of the agreement fees will be counted towards the District's small business goal.

WHAT AGREEMENTS HAS THE CONSULTANT BEEN AWARDED IN THE PAST 2 YEARS?

This is the first agreement between Miller Kelley Architects and the District.

DESCRIBE CONSULTANT'S PAST PERFORMANCE

As part of the consultant selection process, MKThink provided both written and oral information on other similar projects they have undertaken. In addition, several references were contacted. The references indicated that the consultant's performance had been satisfactory.

WHAT IS THE TERM OF THE AGREEMENT AND HOW WERE COSTS DETERMINED?

The term of the agreement is from the District's issuance of Notice to Proceed until June 30, 2017. The cost of services was determined based on agreed-upon scope of services, level of effort for each task and labor cost analysis for the region.

WHAT AMENDMENTS TO THE AGREEMENT MAY BE NEEDED, IF ANY?

None are anticipated. However, the services to be provided by the Consultant are dependent on the findings, assessments and outcomes of the meetings with employees and the Board of Directors.

ADDITIONAL INFORMATION

None



STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)
Terms and Conditions + Schedule P (Planning/Pre-Design) Template
Rev. A [09/01/2015-06/30/2016]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (District), and **MILLER KELLEY ARCHITECTS INC. DBA MKTHINK** (Consultant), individually the Party or collectively the Parties.

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

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

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance.

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

2. **Consultant Controlled Areas.** Consultant is responsible for the security and safety of the area(s) it controls wherein it is required to perform field operations pursuant to a scope of Services.
3. **Licensing.** Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11, Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon District's request, documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be 'public works' pursuant to California Labor Code section 1720(a)(1).
4. **District's Approval of Deliverables.** Deliverables prepared by Consultant, notwithstanding acceptance and approval by District, which District determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to District.
5. **Errors and Omissions.** The Services may include preparation of deliverables by Consultant which will be implemented in a public works construction Project. Consultant is responsible for any direct or actual damages incurred by District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction contract documents to the extent caused by Consultant's negligent acts, errors, or omissions.
6. **District Standardization Requirements.**
 - A. Consultant shall perform the Services utilizing District nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with the District Microsoft Office software and AutoCAD software used at the time(s) the District issues a notice-to-proceed pursuant to this Agreement.
 - B. Engineering drawings prepared by Consultant must be in compliance with the District's CADD and drafting standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with the District's CADD software. Prior to acceptance, the District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the Consultant.
7. **Consultant Key Staff and Subconsultants.**
 - A. Consultant's key staff and Subconsultants assigned to perform the Services are identified in Attachment Three to the Schedule(s), Consultant's Key Staff and Subconsultants.

- B. Consultant may employ Subconsultants, subcontractors, suppliers, or vendors (Subconsultant) it deems appropriate to the complexity and nature of the required Services. All Subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services, and must be registered with the California Department of Labor Standards Enforcement if their Services or a portion thereof is determined to be 'public works' pursuant to California Labor Code Section 1720(a)(1).
 - I. Consultant must obtain the District's approval of all Subconsultants. Upon the District's request, Consultant must provide copies of all Subconsultant agreements.
 - II. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement. Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
 - C. None of the Consultant's key staff or Subconsultants listed in Attachment Three to Schedule(s), Consultant's Key Staff and Subconsultants, will be replaced without the approval of the District.
 - D. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
 - E. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District specific Project knowledge in the possession of the person or persons being replaced.
 - F. The Project team organization chart and delegated responsibilities of each team member will be revised accordingly and submitted to the District for concurrence.
 - G. The District may approve any revisions to Consultant's key personnel or designated Subconsultant(s) personnel as an administrative modification to this Agreement and if approved, will confirm such approval in writing. Adding or changing Subconsultant(s) shall be approved by means of an amendment to this Agreement.
- 8. Compliance With All Laws.** Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to State and Federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that the District's assistance is necessary to achieve such compliance, Consultant shall promptly notify the District.

- A. Consultant shall provide, at District's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, the District has the right to inspect and copy any records of Consultant regarding such compliance.
- B. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

9. Occupational Safety and Health.

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

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

11. Standard of Care.

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

disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8, Compliance With All Laws.

SECTION THREE

DUTIES OF DISTRICT

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

The District will then review the revised deliverable and within thirty (30) calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to the District and this process will continue until Consultant has corrected all deficiencies identified by District.
 - E. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the services as otherwise required by the terms and conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions will not result in additional costs or expenses to the District.
- 3. Access to District Facilities.** The District will facilitate access to District facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

- 1. Total Fixed Not-to-Exceed Fees.** Payment for all services performed by Consultant to the satisfaction of the District, as described in the Schedule(s) will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule(s), Fees and Payments, for completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule(s), Fees and Payments. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s) if any, equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the services.
 - A. Upon the written approval of the District's Deputy Administrative Officer referenced herein, unused fees from a completed or cancelled task may be re-allocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.
 - B. Upon the written approval of the District's Deputy Administrative Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services of a task is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to new or revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
 - C. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.
 - D. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
 - E. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its Subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its Subconsultants for mileage incurred from District Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.
- 2. Consultant Monthly Invoices.**
 - A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent services performed and reimbursable costs incurred during the identified billing period; will be consistent with scope of Services described in the Schedule(s) attached hereto; and include the following:

- I. Personnel Category and employee name itemized with all labor charges by Service task.
 - II. Consultant's summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task.
 - III. Other direct charges and expenses by Service task.
 - IV. Other Direct charges and expenses must reflect actual fees versus the Agreement not-to-exceed fees as stated in Attachment One to Schedule(s), Fees and Payments.
 - V. To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project schedule in Attachment Two to the Schedule(s), Schedule of Completion, which applies to the specific scope of Services (Schedule of Completion), and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document the Services completed; document the execution of the tasks described in this Services; and enable the District to evaluate the Consultant's progress and performance towards completion of the Services.
- I. The monthly progress report shall include:
 - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
 - b. A look ahead schedule listing deliverables and activities planned for the next 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. Billing statements, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices to:
- Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:
- I. Agreement Number
 - II. Full Legal Name of Consultant/Firm
 - III. Payment Remit-to Address
 - IV. Invoice Number
 - V. Invoice Date (the date invoice is mailed)
 - VI. Beginning and end date for billing period that services were provided
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific scope of Services.
- H. District's Project Manager will review Consultant's written invoice within five (5) District business days of receipt, address any questions with Consultant's Contact/Project Officer and approve the undisputed amount of the invoice within ten (10) working days of

receipt of the invoice. District will pay undisputed invoice amounts within thirty (30) calendar days from date invoice is received by District's Project Manager.

- I. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

3. Prevailing Wages.

- A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code Section §1771, et. seq. and the applicable implementing regulations.
- B. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
- C. The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code Section 1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement such as certified payroll records must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.

- 4. Retention.** Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds twenty thousand dollars (\$20,000), five (5) percent of each statement will be withheld by the District and not paid to Consultant until thirty (30) calendar days after the assigned District representative signs off the final approval for all services/deliverables as stated in the applicable Schedule, Attachment Two to the Schedule(s), Schedule of Completion, and Section Three, subsection 2 of this Agreement.

SECTION FIVE

SCHEDULE OF COMPLETION

1. **Performance of Tasks.** Consultant will commence performing the tasks described in the scope of Services of the attached Schedule(s) to this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.
2. **Project Schedule Table.** Consultant will perform and complete the services described in the scope of Service in accordance with the Project Schedule table (Project Schedule) as stated in Attachment Two to the Schedule(s), Schedule of Completion. Consultant will coordinate services with the District to provide the timeline of all tasks and sub-tasks including the site visits, document review, meetings, and deliverables.
3. **Monitoring of Project Schedule.** The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by the District.
4. **Project Delays.** The Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Attachment Two to the Schedule(s), Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify the District Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule.
5. **Changes to the Project Schedule.** District's Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

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

2. District Rights.

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

3. Consultant's Compensation Upon Termination or Suspension. In the event of termination of this Agreement or any Task Order, or suspension of Services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District, as follows:

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

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

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP & REUSE OF DELIVERABLES

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

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

2. **Re-Use of Instruments of Service.** If the District desires to re-use the completed plans, specifications, or other deliverables, in total or in part, on Project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which the District has already paid Consultant, the District will release the Consultant from any liability incurred by the District from re-using said deliverables.
3. **Copies of Data.** Copies of data exchanged by, through, and between the District and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the Parties.
4. **Computer-Generated Material.** Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.
5. **Work for Hire.** Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to the District by Consultant according to the terms of this Agreement, in or by any medium is deemed to be "work for hire" according to the copyright laws of the United States and the copyright will belong to the District.
6. **Copyright Claims.** Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant likewise are bound by these copyright terms. The District makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

SECTION ELEVEN

EQUAL OPPORTUNITY

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

of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. **Compliance With Applicable Equal Opportunity Laws.** The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); California Labor Code Sections 1101 and 1102.
3. **Investigation of Claims.** Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by District. District will refer complaints in writing and Consultant will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, Subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

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

3. No Assignment.

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

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

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

6. Audits. Consultant agrees that the District and its agent(s), have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Consultant agrees to provide the District and its agent(s) with any relevant information requested and will permit the District and its agent(s), access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records, and other materials that may be relevant to the matter under investigation or subject to audit such as by a government agency providing the District with grant funds to pay for Consultant's services, for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three (3) years after final payment as provide for in this Agreement.

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

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

9. Choice of Law and Venue. The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement

will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality.

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

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

12. Conflict of Interest.

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to the District, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary

unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.

- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
 - I. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement shall file in a manner prescribed by the District an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within thirty (30) calendar days of the effective date of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - II. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform Services pursuant to this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District an amendment to their Form 700 any time there is a change to their disclosure information.
 - III. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform Services pursuant to this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District an Annual Statement during the District's annual filing season as determined by the District Clerk.
 - IV. Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform Services pursuant to this Agreement that filed an Assuming Office Statement shall file a Leaving Office Statement in a manner prescribed by the District when one of the following occurs:
 - a. Upon termination of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).

- V. Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), Subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District and Consultant's adherence to Section Two, Duties of Consultant, subsections 7, Consultant Key Staff and Subconsultants, paragraphs E and F.
- VI. The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Amended, or Leaving Office Statement within the time prescribed herein or by the District is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders. As described herein some tasks and services will be assigned to the Consultant through issuance of Task Orders. After said tasks and services to be performed pursuant to this Agreement are identified and communicated to Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order (See Appendix Three to the Standard Consultant Agreement—Task Order Template.) The proposed Task Order must identify the following:

- A. Description of the services, including deliverables;
 - B. The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
 - C. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District's Project Manager;
 - D. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - E. Time schedule for completing the services; and
 - F. Copies of applicable state and federal permits required to complete the services, unless previously provided to the District.
- I. The Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both the District's authorized representative referenced in Appendix One to the Standard Consultant Agreement, Additional Legal Terms (Appendix One) and the Consultant's authorized representative.
 - II. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's authorized representative and notice to proceed has been issued by the District's Project Manager. No payment will be made for any services performed prior to approval or after the period of

performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

- 14. Good Neighbor.** The District always strives to be a good neighbor to the community adjacent to its facilities. The Consultant will ensure that disturbance to neighbors is minimized. The Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.
- 15. District Quality Environmental Management System (QEMS) Awareness.** As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, which is incorporated herein by this reference hereto (Attachment Four to the Schedule(s), Reference Materials), with any of the employee(s), subcontractor(s), and/or Subconsultant(s) (Staff) performing Services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.
- 16. Governmental Permits and Notifications.** Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify the District if any such permit or approval lapses, or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in the District's name, Consultant shall promptly so inform the District and shall assist the District in obtaining such permits or approvals.
- 17. Taxes and Benefits.** Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.
- 18. 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.
- 19. Notices.** Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

DISTRICT:

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

CONSULTANT:

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

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

Appendix One to the Standard Consultant Agreement—Additional Legal Terms.
Appendix Two to the Standard Consultant Agreement—Dispute Resolution.
Appendix Three to the Standard Consultant Agreement—Task Order Template.
Appendix Four to the Standard Consultant Agreement—Insurance Requirements.

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

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

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

SANTA CLARA VALLEY WATER DISTRICT
"District"

MKTHINK
"Consultant"

By: _____
Norma Camacho
Interim CEO

By: _____
Nate Goore
CFO & Principal

Date: _____

Date: _____

Firm Address:

1500 Sansome Street
San Francisco, CA 94111

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

- 1. Conflict of Interest—Future Services.** Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal: (i) for any contract to be awarded for design, construction management or the construction of any Project that is related to the services provided pursuant to this Agreement; (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or (iii) for any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.
- 2. Dispute Resolution.** If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in Appendix Two of the Standard Consultant Agreement, Dispute Resolution.
- 3. Small Business Enterprise (SBE) Participation.** This Agreement does not include the use of California Department of General Services certified Small/Micro Businesses in the performance of the Services.
- 4. Task Order Approvals.**
 - A. Task Orders are subject to approval by the District's General Services Division Deputy Administrative Officer.
 - B. 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 the District.

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

1. Consultant's Questions and Concerns.

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

2. Dispute Resolution.

A. Alternate Dispute Resolution (ADR)

- I. District intends to use ADR techniques including partnering and mediation to resolve disputes relating to the Project.

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

C. The cost of partnering training facilities and facilitator will be borne by District.

3. Negotiations Before and During Mediation.

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

4. Voluntary Mediation.

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

D. Qualifications of a Mediator

- I. Any mediator selected must have expertise in the area of the dispute and be knowledgeable in the mediation process.
- II. No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.

E. Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with

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

the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

F. Vacancies

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

G. Representation

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

H. Time and Place of Mediation

- I. The mediator will set the time of each mediation session.
- II. The mediation will be held at a convenient location agreeable to the mediator and the Parties, as determined by the mediator.
- III. All reasonable efforts will be made by the Parties and the mediator to schedule the first session within sixty (60) Days after selection of the mediator.

I. Identification of Matters in Dispute

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

J. Authority of Mediator

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

K. Privacy

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

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

L. Confidentiality

Except as provided by California or federal law or regulation:

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

M. No Stenographic Record

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

N. Termination of Mediation

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

- I. The expenses of witnesses for each Party must be paid by the Party producing the witnesses.
- II. All other expenses of the mediation, including required travel and other expenses of the mediator, and the expenses of any witness called by the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, will be

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

apportioned as the mediator finds appropriate or as otherwise agreed to by the Parties.

5. Compensation for Participation in Mediation.

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

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

Task Order No.

Title:

Agreement: Standard Consultant Agreement ("Agreement") Between the Santa Clara Valley Water District ("District") and ("Consultant"), dated Month, Day, Year e.g. January 1, 2015.

District Project Manager:

Consultant Project Manager:

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, subsection 13, Task Orders, and the issuance of a notice to proceed by the District 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 the District Project Manager.
 - b. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification.
 - c. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees.
 - d. Project schedule for completing the scope of Services.
3. The Consultant shall be compensated at fixed fees or at the hourly rates established in Attachment One to the Schedule(s), Fees and Payments, of the Agreement. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or expected completion date.

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

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.
6. The Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Signatures:

Signature: _____ DATE _____
Print Name
Print Title
ON BEHALF OF THE CONSULTANT

Signature: _____ DATE _____
SANTA CLARA VALLEY WATER DISTRICT
Print Name
Print Title

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APPENDIX FOUR TO THE STANDARD CONSULTANT AGREEMENT INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below.

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

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

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

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

REQUIRED COVERAGES

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

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

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed pursuant to this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Consultant's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or

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

self-insurance maintained by the District, its Directors, officers, employees, agents or volunteers must be in excess of Consultant's insurance and must not contribute to it.

2. Business Auto Liability Insurance with coverage as indicated:

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

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

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

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

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

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

- a. Statutory California Workers' Compensation coverage covering all work to be performed for the District.
- b. Employer Liability coverage for not less than \$1,000,000 per occurrence.
- c. In accordance with the provisions of Section 3700 of the California Labor Code, Consultant is required to secure Workers' Compensation insurance for its employees. Consultant must obtain and keep in full force and effect Workers' Compensation insurance necessary in connection with the performance of this Agreement to protect Consultant and its employees pursuant to the Workers' Compensation Insurance and Safety Act, including coverage pursuant to United States Longshoremen's and Harbor Worker Act, when applicable. Such insurance must be in a standard form and relieve the

APPENDIX FOUR TO THE STANDARD CONSULTANT AGREEMENT INSURANCE REQUIREMENTS

District of all responsibility. Prior to performing the Scope of Services, Consultant must provide the District with a certificate(s) of insurance evidencing that said requirements are fully in effect in addition to the requirements.

GENERAL REQUIREMENTS

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

- 1. Additional Insured Endorsement(s):** Consultant ***must*** provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc., arising out of the named insureds' activities and services. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable.)
- 2. Primacy Clause:** Consultant's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
- 3. Cancellation Clause Revision:** The Certificate of Insurance **MUST provide Thirty (30) days notice of cancellation, (ten (10) days notice for non-payment of premium).** **NOTE: The standard wording in the ISO Certificate of Insurance is *not* acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: ". . . endeavor to . . ." AND ". . . but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
- 4. Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
- 5. Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 6. Subconsultants:** Some of the services pursuant to this Agreement are sublet. The Consultant must require each of its Subconsultants of any tier to carry the aforementioned coverages, or Consultants may insure Subconsultants pursuant to its own policies.

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

- 7. Amount of Liability Not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
- 8. Coverage to Be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
- 9. Waiver of Subrogation:** Consultant agrees on to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
- 10. Non-Compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.
- 11. Please mail the certificates and endorsements to:**

**Elizabeth Guichard, Senior Management Analyst
General Services Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note:

**Elizabeth Guichard, Senior Management Analyst
General Services Division
Employee Work Space Project, CAS No. 4716**

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

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**SCHEDULE P
SCOPE OF SERVICES**

1. Representatives.

A. The District Project Manager (DPM) for this Agreement is:

Elizabeth Guichard
Senior Management Analyst
General Services Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3112
E-mail: eguichard@valleywater.org

Mike Cresap (District Unit Manager)
Facilities Management Unit Manager
General Services Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2244
E-mail: mcresap@valleywater.org

Ravi Subramanian (Division Deputy Administrative Officer)
General Services Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3021
E-mail: rsubramanian@valleywater.org

Unless otherwise provided in this Agreement, all correspondence to the District shall be addressed to the District Project Manager.

B. The Consultant's Contact and Principal Officer for this Agreement are:

Evelyn Lee (Consultant Project Manager)
Senior Associate
1500 Sansome Street
San Francisco, CA 94111
Phone: (415) 321-8340
E-mail: lee@mkthink.com

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

SCHEDULE P SCOPE OF SERVICES

The Consultant's Principal Officer for this Agreement is:

Nate Goore (Consultant Principal Officer)
CFO & Principal
1500 Sansome Street
San Francisco, CA 94111
Phone: (415) 288-3393
E-mail: goore@mkthink.com

2. Scope of Services.

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

3. Project Objectives.

- A.** The District desires efficiencies in the use of space to reduce its real estate and building operation costs and to obtain LEED certification. In addition, the District is considering upgrading and improving workspaces so that they are effective and enable employees to achieve the core mission and responsibilities of the District. The District desires to consider alternative work space (AWS) concepts, such as hoteling, mobile working, shared and private spaces, satellite offices, etc. in order to determine the total amount of space required. This includes re-design of existing workspaces and providing alternatives if the current buildings are insufficient.

4. Project Background.

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

Project Specific Information

1. Approximately 872 people are housed in approximately 14 buildings. This includes regular, temporary staff, interns and contract staff;
2. Approximately 705 work spaces are on the Almaden campus and 120 spaces in other locations;

SCHEDULE P SCOPE OF SERVICES

3. District is divided into 3 large business areas, with 2 additional smaller groups (District Counsel and the Clerk of the Board) reporting directly to the Board of Directors. The 3 business areas are:
 - a. Watersheds, with 3 divisions and 18 units;
 - b. Water Utility, with 4 divisions and 23 units;
 - c. Administration with 4 divisions and 16 units;
4. Approximately 200,000 sq ft. (incl. auto shop, water quality lab) at buildings on the Almaden campus and 12,171 sq. ft. (at treatment plants and pumping stations) off-campus;
5. The District is a public agency with a Board of elected officials, at-will employees, and unionized employees consisting of 3 bargaining units;
6. The District has a robust Health and Wellness program and the well being of its employees need to be considered in solutions for this Project.
7. Drawings of campus buildings shall be made available to Consultant on District's File Transfer Protocol (FTP) cloud provider site. Drawings on the FTP site shall be for campus buildings only. Other District facilities drawings shall be made available to Consultant after executing the current District Non-Disclosure Agreement.

5. General Assumptions and Requirements.

The following is a list of general assumptions:

- A. Manage Scope of services.** The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project requirements.
- B. Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- C. Review of Deliverables.** The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.
- D. District Quality Environmental Management System.** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and

SCHEDULE P SCOPE OF SERVICES

work instructions for the performance of various District work. If requested, the Consultant will perform some of the contract tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the DPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.

- E. Consultant Responsibility.** Consultant, with its expertise in the provision of the listed services, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Article 2, Scope of Services.
- F. Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by the District.
- G. File Exchange Service.** Consultant will provide a file exchange service to facilitate communications; particularly of large files over three (3) megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to work with District's Information Technology Unit to address any firewall issues and/or permissions required to allow for these communications.
- H. Project-Specific Assumptions and Requirements.**
 - 1. Building and Usage Data shall be provided to the Consultant by the District. If there is essential data that is missing and/or cannot be provided due to privacy concerns or otherwise by the District, the District shall acknowledge how the gaps in data will affect study outcomes or will work with the Consultant to find ways to fill-in missing data points.

6. Planning Phase Tasks.

Task 1—Project Management.

Consultant will manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Attachment One to Schedule P, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule P, Schedule of Completion. Consultant will ensure that all services and deliverables by the Consultant meet the District and Project requirements.

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

SCHEDULE P SCOPE OF SERVICES

- 1.3 One-on-One Meetings with District.** The Consultant Project Manager must provide a brief update of the teams work activities completed within the week, the look-ahead activities, and the issues and actions that require the District's attention, in a weekly/twice a week meeting/conference call with the DPM; frequency of these meetings and calls will be as directed by the District.
- 1.4 Coordination and Communication with External Agencies.** N/A
- 1.5 Public Outreach.** N/A
- 1.6 Project-Specific Sub-Tasks.**
 - 1.6.1 Additional Review Meetings.** Consultant shall recommend convening and attending meetings, workshops and consultations with the District as needed to complete the Planning tasks.

Task 1—Deliverables.

- 1. Meeting Agendas, Minutes, and Presentations.
- 2. Weekly or Twice-a-week Meetings/Conference Calls attendance and notes; frequency of meetings and calls will be at District's discretion.

Task 1—Assumptions.

- 1. Consultant will prepare for meetings based on data on hand provided by the District including but not limited to building data, scheduling data, furniture inventory, and limited to onsite observations of current office furniture inventory and storage arrangements

Task 2—Facility Assessment.

Consultant will review existing information and perform studies and analysis to establish existing conditions and define and confirm the problems and deficiencies. The scope of this task includes but is not limited to:

Subtask 2.1 Review Existing Information. The Consultant shall review all existing information including studies, reports, memoranda, etc., and perform background research, data collection, and field investigation to establish existing conditions. The Consultant shall recommend further studies, and assessments, if required, for District approval.

Subtask 2.2 Studies and Analyses. The Consultant shall conduct further studies and assessment, if approved, and shall use the information from these studies and analyses together with the existing information, to define and confirm the problems and deficiencies. The Consultant shall prepare Facilities Technical Memoranda to document these studies and analyses and deliver the studies and Memoranda to the Steering Committee.

Subtask 2.3 Project Requirements. The Consultant shall assist the District with the identification and establishment of the Project requirements. The Consultant shall prepare a Project Requirement Memorandum which shall be updated periodically.

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Subtask 2.4 Problem Definition Report. The Consultant shall prepare a Problem Definition Report, which will include detailed information on the Project background and existing conditions, detailed descriptions of the problems and deficiencies, a listing of the Project requirements, identification of opportunities and constraints, and any refinements to the Project objectives. The Consultant will update the Problem Definition Report as any new Technical Memoranda and project requirements are identified.

Deliverables:

1. Facilities Technical Memorandum
2. Project Requirement Memorandum
3. Problem Definition Report, to include confirmation of the project objectives

Task 3—Current Policies, Workplace, Functions, and Space Needs Analysis

Purpose:

The purpose of this task is to assess policies and workspace requirements, technology solutions, and meet with all staff managers to understand current and future needs to inform tasks 3 through 10.

Subtask 3.1—Assess policies and workspace requirements including headcount, support space needs, and adjacency requirements.

Consultant shall work with District to gather and understand all existing policies and workspace requirements relative to existing space use. . This qualitative understanding of support space needs and adjacency requirements will be carried out and identified in conjunction with Subtask 2.3.

Deliverables:

1. Existing conditions summary regarding compiling and acknowledging existing policies and workplace requirements

Assumptions:

1. Quantitative feedback regarding future headcount to be provided by the District, or coordinated by the District.
2. Qualitative feedback shall be informed by subtask 2.3

Subtask 3.2—Examine and Assess the Existing Technology Solutions and Determine their Applicability to AWS.

Consultant shall work with District to gather and document all existing technology solutions utilized by staff across the District. Qualitative understanding of applicability to be carried out and identified in conjunction with subtask 2.3.

SCHEDULE P SCOPE OF SERVICES

Deliverables:

1. Conditions summary of existing technology solutions and use, to be included in the Project Requirements Memorandum identified in Subtask 2.3.

Assumptions:

1. Qualitative feedback shall be informed by subtask 2.3.

Subtask 3.3—Meet with all Unit Staff and Managers to Understand Work Function and Space Needs

Consultant shall work with District to create a communications and outreach plan regarding the Project and onsite stakeholder engagement workshops. In coordination with the District, the Consultant will meet independently with all 77 groups to understand the space and operational needs of each unit relative to facilities.

The Consultant shall follow-up with representatives from the 77 groups for final verification and feedback of the initial engagement workshops as follows:

1. ~77 in person 1 hour meetings between Consultant and individual units as well as the following:
 - a. Agendas for meetings to be sent to District at least 1 week in advance of the meeting; and
 - b. Notes from meetings to be captured and distributed for verification and additional input within 2 weeks of each meeting.

Up to 15 meetings at roughly an hour each highlighting findings with groups

Deliverables:

1. Report capturing the following:
 - a. Executive summary of findings,
 - b. Feedback from all engagements,
 - c. Adjacency diagrams, and
 - d. Conceptual organizational models.

Assumptions:

1. Headcount verification and reconciliation will be coordinated with the Steering Committee and District Leaders.
2. District will work with units to ensure a diverse group of individuals are present for each workshop.
3. District will coordinate communication with necessary stakeholders as well as all meetings dates, times, and locations.

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Subtask 3.4—Meet with and provide monthly reports to Project steering committee, employees, bargaining units, management team, leadership team, senior executives, board members and others to gather/confirm information and obtain direction

Consultant shall work with District to provide monthly reporting to all stakeholders in order to continue to gather/confirm information, confirm findings, and receive input into strategies moving forward. Reporting shall be done in 12 in-person meetings, 1 hour in length. Meeting date, time and location to be determined by District Steering Committee in consultation with Consultant.

Deliverables:

1. Agendas for meetings to be sent to District at least 1 week in advance of the meeting.
2. Two weeks of each meeting.

Assumptions:

1. District will coordinate communication with necessary stakeholders as well as all meetings dates, times, and locations.

Task 4—Workplace Programming

Purpose:

The purpose of this task is to perform workspace programming for each broad job function, group and their support spaces across District facilities.

Subtask 4.1—Perform workspace programming for each broad job function and/or unit or other appropriate category, identifying requirements for work surface area, storage at desk area, as well as virtual, in-office and out-of-office collaboration, identifying opportunities for multiple use of spaces.

Consultant shall further analyze feedback from Subtask 2.3 in order to identify workspace needs for each broad job function.

Deliverables:

1. Workspace technical specifications (including LEEDS recommendations based on Subtask 4.3) for each broad job function and/or unit identifying requirements for work surface area, storage at desk areas etc.

Assumptions:

1. District will assist in identifying like job functions to ensure each broad job function is covered by the technical specifications.

Subtask 4.2—Perform workspace programming for group and support spaces such as board conference, meeting and interview rooms, storage rooms, printing/copy areas, telephone rooms for private phone conversations and other work areas. Include spaces

SCHEDULE P SCOPE OF SERVICES

like lobbies, outdoor patios, cafeteria dining room, and other such spaces for multifunctional use.

Consultant shall further analyze feedback from Subtask 2.3 in order to identify workspace needs for group and support spaces.

Deliverables:

1. Workspace technical specifications (including LEEDS recommendations based on Subtask 4.3) identifying physical requirements including but not limited to, work surfaces, chairs, writing surfaces, storage areas, etc... for group and support spaces including the following:
 - a. Board conference
 - b. meeting and interview rooms
 - c. storage rooms
 - d. printing/copy areas
 - e. telephone rooms
 - f. additional areas yet to be identified through Subtask 2.3 and Subtask 3.3

Subtask 4.3—Assess and summarize best practices as they relate to furniture layouts and other building features that yield maximized use of space and promote the achievement of LEED certification.

Consultant shall individually research best practices related to furniture layouts relative to organizations with similar responsibilities as the District and those whose job functions are similar to the job functions within the District. Best practices will also identify requirements to meet LEED certification. Consultant shall also take input from Subtask 2.3 addressing any additional best practices or models that the District may want to consider.

Deliverables:

1. Written report and best practices including case studies relevant to the work space Project.

Task 5—Development of Standards or Typical Layouts

Purpose:

Consultant will create a menu of typical layouts for broad job functions that the District can apply for ongoing management of space. Typical layouts provide for flexibility, as well as cost and time efficiencies in providing appropriate work place conditions.

Deliverables:

1. Development of design guidelines to accompany technical specifications from Task 3 above. Guidelines will include office spaces and support spaces. Design guidelines will incorporate the following:
 - a. Design guidelines will allow for flexible and multiple use of space,

SCHEDULE P SCOPE OF SERVICES

- b. Guidelines should be based on appropriate metrics and data gathered from Task 2 and Task 3 above,
- c. Guidelines to include both 2d and 3d drawings as necessary to clearly articulate all pieces of furniture in each of the identified space.

Task 6—Development of Block Space Plans

Purpose:

Consultant will develop block space plans and layouts for options on how to divide the available space in all of the District's existing buildings which will be occupied at the end of the Project. Block space plans and layouts provide for flexibility, as well as cost and time efficiencies in providing appropriate work place conditions.

Deliverables:

- 1. Block space plans for all facilities to be occupied after the work space plan. Block space plans will incorporate group locations as well as locations of primary support spaces important to each group's success.

Assumptions:

- 1. Consultant will work with District to confirm which capacity model the District would prefer per Subtask 10.1.

Task 7—Develop and Propose Technology Solutions

Purpose:

Consultant will develop and propose technology solutions, options, and costs necessary to be implemented along with the AWS strategies and options. Consultant shall develop design guidelines that will include office spaces and support spaces. The design guidelines will accompany the technical specifications from Task [#4].

Deliverables:

- 1. Design guidelines to accompany technical specifications from Task 4above. Guidelines will include office spaces and support spaces.

Assumptions:

- 1. District will assist in identifying like job functions to ensure each broad job function is covered by the technical specifications.

Task 8—Develop and Propose AWS Strategies, Programs, and Policies

Purpose:

Consutant will develop and propose AWS strategies, programs, and policies.

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Deliverables:

1. Design guidelines to accompany technical specifications from Task 4above. Guidelines will include office spaces and support spaces.

Task 9—Develop Alternatives and Provide Analysis, Costs, Schedules, and Options

Purpose:

Consultant will develop alternatives and provide analysis, costs, schedules, and options relative to findings from Task #3. Consultant will report on potential alternatives to the groups identified in Subtask #3.4.

Deliverables:

1. Report on potential alternatives to groups identified in Subtask #3.4, while providing analysis, costs, schedule, and options for each.

Task 10—Communication and Approval

Purpose:

Consultant shall deliver reports from previous tasks to the Project steering committee, staff, management team, leadership team, senior executives, board members and others as identified by the Steering Committee, through a series of workshops to review the examination and assessment findings, as well as the proposed enterprise wide workspace plans, implementation plans, schedules, and costs.

Deliverables:

1. Up to 15 meetings to deliver reports and presentations on previous tasks to the Project steering committee and identified stakeholder groups.
 - a. Agendas for meetings to be sent to District at least 1 week in advance of the meeting.
 - b. Notes from meetings to be captured and distributed for verification and additional input within 2 weeks of each meeting.
 - c. Reports will include findings, as well as the enterprise-wide workspace plans, implementation plans, schedules and costs.
2. Approval of the Reports will be obtained from the three bargaining units, Leadership Team, Chiefs, Board Appointed Officers and the Board of Directors.

Assumptions:

1. District will coordinate communication with necessary stakeholders as well as all meetings dates, times, and locations.

SCHEDULE P SCOPE OF SERVICES

Task 11—Develop an Implementation and Estimated Cost Plan

Purpose:

The purpose of this task is to develop an Implementation and Estimated costs allowing for each facility to be reconfigured independently.

Subtask 11.1—Develop an implementation plan, including estimated costs, schedule and phasing that shall allow each building/floor to be reconfigured independently. Provide approximate furniture and other costs, including costs associated with proposed AWS programs and policies. Also include LEED improvement and certification costs for existing buildings.

Assumptions:

1. As soon as consensus is given by the District, the Consultant will develop an implementation plan based on feedback from tasks 2 through 9.
2. All buildings are currently occupied.

Deliverables:

1. Implementation plan including estimated costs to have the floor of each occupied building identified in the work space plan reconfigured independently. Consultant to include approximate furniture and ancillary costs aligning with tasks 2 through 9. Costs also will include estimates for any necessary swing space required for implementation.

Subtask 11.2—Provide Schedule and Include Phasing, Temporary Relocation and Rental and Moving Costs.

As soon as consensus is given by the steering committee and necessary District, the Consultant will develop a schedule and phasing based on feedback from tasks 2 through 9.

Task 12—LEED Current State Assessment

Purpose:

The purpose of this task is to evaluate the District's facilities in their current state with regard to sustainability practices in accordance with Leadership in Energy and Environmental Design (LEED) standards.

Subtask 12.1—Examine and assess existing buildings' location, site, structure, components, systems, materials, resources, air quality, water/energy/other utilities usage, lighting, transportation, landscaping, etc.

SCHEDULE P SCOPE OF SERVICES

Subtask 12.2—Compile and analyze data, and prepare reports.

Deliverables:

Written report documenting current facilities and areas for improvement relative to LEED principles.

Assumptions:

1. Building engineering drawings and utility usage data for the past five years will be provided by the District to the Consultant.
2. Consultant will be permitted access to all District facilities.
3. Consultant will be permitted to install non-invasive sensors in District facilities for the purpose of collecting environmental and energy data.

Task 13—LEED Improvement Recommendations

Purpose:

The purpose of this task is to recommend improvements to the District's buildings that will allow for LEED certification and to develop schedules and budgets associated with the recommendations.

Subtask 13.1—Propose LEED improvements, schedules and costs for each building, site and campus. Include organizational policy changes and best practices in the proposals to support the proposed LEED improvements.

Subtask 13.2—Develop comparative analysis of various LEED certification levels with associated improvements, credits, schedules and costs.

Deliverables:

Written report describing recommended improvements for each District building, level of LEED certification achievable, and related schedules and budgets.

Task 14—Supplemental Services.

The District may require, and the Consultant shall perform, Supplemental Services on an as-needed basis. Prior to performing such Supplemental Services, the Consultant must obtain written authorization in the form of a Task Order approved by the District's authorized representative. The form of this Task Order will be as per the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, Subsection 13, Task Orders; and, Appendix Three of the Standard Consultant Agreement, Task Order Template.

Specific examples of possible Supplemental Services include:

- 14.1.1 Furniture/Layout Prototyping,**
- 14.1.2 Digital Workplace Models,**
- 14.1.3 Outreach Stakeholder Communication,**

SCHEDULE P SCOPE OF SERVICES

- 14.1.4** Detailed Project Budgeting and Cost Sizing,
- 14.1.5** Logistical Financial Economic Modeling,
- 14.1.6** Scenario Simulation & Monte Carlo Analysis,
- 14.1.7** Change Management Support, and
- 14.1.8** Ethnographic Mapping.

14.2 Additional Services. The Consultant will provide additional quantities of previously identified services as requested by District. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 11, to include but not be limited to:

- 14.2.1** Additional meetings;
- 14.2.2** Additional time allotted for meetings;
- 14.2.3** Additional status/progress reports;
- 14.2.4** Additional telephone conference calls;
- 14.2.5** Additional pages or copies of technical memorandums, plans, reports, drawings and specifications; and
- 14.2.6** Additional public outreach visual materials.

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

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

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

1. Total Authorized Funding.

Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of **\$576,397** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown.

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

COST BREAKDOWN

Task	Description	Total Not-to-Exceed Fees
1	Project Management	Costs for Meetings and Workshops Reflected in Tasks 2 through 11
2	Facility Assessment	\$18,460
3	Current Policies, Workplace, Functions, and Space Needs Analysis	\$184,720
4	Workplace Programming	\$68,750
5	Development of Standards or Typical Layouts	\$6,674
6	Development of Block Space Plans	\$14,448
7	Develop and Propose Technology Solutions	\$8,732
8	Develop and Propose AWS Strategies, Programs, and Policies	\$8,732
9	Develop Alternatives and Provide Analysis, Costs, Schedules, and Options	\$8,732
10	Communication and Approval	\$46,678
11	Develop an Implementation and Estimated Cost Plan	\$9,192
12	LEED Current State Assessment	\$40,975
13	LEED Improvement Recommendations	\$46,000
14	Supplemental Services	\$114,304
Total Not-to-Exceed Fees		\$576,397

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

3. Terms and Conditions.

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

- A.** The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B.** The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the Effective Date of this Agreement, and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the Effective Date of this Agreement. Both Parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's General Services Division Deputy Administrative Officer.
- C. *Reimbursable Expenses.*** All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies. These other direct expenses will be billed on a monthly basis at actual cost linked to each Agreement Task, as approved by the District's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. Any equipment purchased on behalf of the District that cost \$50 or more must receive the prior written approval of the District Project Manager. All equipment that the District is invoiced for becomes the property of the District when the Consultant is reimbursed for the amount it paid for that equipment.

4. Additional Fees and Payments Language.

- A. N/A

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

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant:	
Principal	\$275
Project Manager	\$190
Senior Analyst	\$175
Senior Consultant	\$187
Analyst	\$115
Consultant	\$130
Admin	\$85
Subconsultant(s):	
Project Principal HRS	\$225
Project Manager HRS	\$175
Project Associate HRS	\$150

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

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2, Formation of Agreement.
2. This Agreement expires on **September 29, 2017**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (days/months)
1	Project management	Term of Agreement
2	Facility assessment	2 months
3	Current policies, workplace, functions, and space needs analysis	4 months
4	Workplace programming	6 months
5	Development of standards or typical layouts	7 months
6	Development of block space plans	8 months
7	Develop and propose technology solutions	9 months
8	Develop and propose AWS strategies, programs, and policies	9 months
9	Develop alternatives and provide analysis, costs, schedules, and options	10 months
10	Communication and approval	11 months
11	Develop an implementation and estimated cost plan	12 months
12	LEED Current State Assessment	4 months
13	LEED Improvement Recommendations	8 months
14	Supplemental services	Term of Agreement

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

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

Team Member	Project Role	Contact Information
Nate Goore	Principal	goore@mkthink.com , 415-288-3393
Evelyn Lee	Project Manager	lee@mkthink.com , 415-321-8340
Ethan Crowther	Senior Analyst	crowther@roundhouseone.com , 415-321-8349
Allan Donnelly	Senior Consultant	donnelly@mkthink.com , 415-288-3392
Will Godfrey	Analyst	godfrey@roundhouseone.com , 415-288-3396
Marie Swarzenski	Analyst	swarzenski@roundhouseone.com , 415-321-8310
Rachel Bramwell	Consultant	bramwell@mkthink.com , 415-321-8356
Janelle Wolak	Consultant	Janelle.wolak@mkthink.com , 415-288-3381
Francis Silagon	Consultant	silagon@mkthink.com , 415-321-8327

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

Firm	Contact Information
Urban Fabrick	Bill Worthen, FAIA, LEED Fellow, Urban Fabrick, Inc. 2 Mint Plaza, Suite 206, San Francisco CA, 94103 415-699-2455 bill@urbanfabrick.com

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**ATTACHMENT FOUR
TO SCHEDULE D
REFERENCE MATERIALS**

Ref No.	Description
1	QEMS Fact Sheet
2	District Non-Disclosure Agreement

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June 16, 2016



To: Norma Camacho, Interim CEO

From: EA, AFSCME; PMA, IFPTE

Subject: District Building Space Assessment

The Unions recently received notice regarding the District's intent to conduct a comprehensive campus-wide space assessment. We were provided a briefing by Deputy Administrative Officer Ravi Subramanian at which time we were invited to be participants on the steering committee for this project.

We would like to express our support of this effort. Work space, storage and meeting facilities have been stretched to the maximum for some time. With all the important work we have to do, there is never a "good time" for the District to do an intensive assessment. However, it is an investment of time and resources which we hope will help us be more efficient and better achieve our work goals.

We look forward to working with the District to explore new ideas and ways to make better use of our space.

A handwritten signature in purple ink, appearing to read "Liz Bettencourt".

Liz Bettencourt, President
Employees Association
AFSCME Local 101

A handwritten signature in purple ink, appearing to read "Louisa Mendoza".

Louisa Mendoza, Vice President
Professional Managers Association
IFPTE Local 21

c: J. Nava, R. Subramanian, T. Leonardo, G. Nagaoka, G. Cook

File No.: 16-0607

Agenda Date: 8/9/2016

Item No.: 3.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Memorandum of Understanding Between the Santa Clara Valley Water District and Ecology Action for the WaterLink Program, Project No. 91151001.

RECOMMENDATION:

Authorize the Interim CEO to approve and execute the Memorandum of Understanding between the Santa Clara Valley Water District and Ecology Action for the WaterLink Program.

SUMMARY:

The proposed Memorandum of Understanding (MOU) is between Ecology Action, a non-profit 501(c)(3) organization, and the Santa Clara Valley Water District (District) for Ecology Action's WaterLink Program (WaterLink Program).

Ecology Action received a grant from the California Department of Water Resources to fund a water and energy savings direct installation program that targets disadvantaged communities in Santa Clara County. The WaterLink Program provides residents, businesses and schools with enhanced rebates, direct installation services for water efficiency upgrades and in-person technical assistance. The District currently has an agreement in place with Ecology Action to provide educational materials as well as low-flow devices to be installed during their on-site surveys. An additional MOU is needed to provide rebate funding to Ecology Action for the WaterLink Program.

In order to make the WaterLink Program as easy as possible for residents and facility owners to participate, the District will reimburse Ecology Action directly for the following District rebate programs: Landscape Conversion Program (at \$2 per square foot, up to 50,000 square feet); \$75 for each Energy Star Most Efficient Residential Clothes Washer (up to \$1,875); \$400 for each High Efficiency Commercial Clothes Washer (up to \$40,000); and \$4 per CCF of water saved per year, up to fifty percent of material cost of the project (whichever is lower), for up to 30 ozone laundry projects at skilled nursing facilities and hotels (up to \$35,000). These are the District's standard rebate levels for each of these water conservation programs, with the exception of the Landscape Conversion Rebate Program. The rebate level for the Landscape Conversion Rebate Program was discussed by the Board's Water Conservation Ad Hoc Committee at its May 31, 2016 meeting. At that meeting, the Ad Hoc Committee recommended allotting, for this Ecology Action partnership, \$100,000 (\$2 per square foot, up to 50,000 total square feet) of the \$1,000,000 the Board added to the FY17 program budget for the District-wide Landscape Conversion Rebate Program. The District's obligation to pay

for all WaterLink Program activities is capped at \$176,875.

The WaterLink Program will help the District meet its short-term drought response goals and long-term water conservation goals specified in the 2015 Urban Water Management Plan, the 2011 Central Valley Project Improvement Act Water Management Plan, and the 2012 Water Supply Master Plan. By partnering with Ecology Action, the District is able to combine resources and implement the WaterLink program more cost-effectively than would be possible otherwise.

This MOU will remain in effect from the effective date through December 31, 2017, or until funding is depleted, whichever occurs first.

FINANCIAL IMPACT:

This MOU specifies that the District will pay Ecology Action up to \$176,875, based on WaterLink Program activity. There are sufficient funds available in the Fiscal Year 2016/17 Water Enterprise Operations Budget.

CEQA:

This project is exempt from CEQA Guidelines under Section 15301, "Existing Facilities", and Section 15304, "Minor Alteration to Land". It involves minor alteration of existing public landscape facilities with no expansion of use or removal of healthy, mature and scenic trees.

ATTACHMENTS:

Attachment 1: Memorandum of Understanding

UNCLASSIFIED MANAGER:

Garth Hall, 408-630-2750

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
SANTA CLARA VALLEY WATER DISTRICT AND
ECOLOGY ACTION FOR THE WATERLINK PROGRAM**

This Memorandum of Understanding ("MOU"), effective as of August ____, 2016 ("Effective Date"), is made by and between Ecology Action, a non-profit 501(c)(3) organization incorporated in the State of California ("Ecology Action"), and the Santa Clara Valley Water District, a special district created by the California Legislature ("District"), regarding their understanding of obligations pertaining to the Ecology Action's WaterLink Program ("WaterLink Program").

RECITALS

WHEREAS Ecology Action has been awarded a \$2.5 million grant from the California Department of Water Resources to fund the launch and implementation of the WaterLink Program, a water and energy savings direct installation program that targets communities and neighborhoods in Santa Clara County with an annual household income of less than \$48,706; and

WHEREAS the WaterLink Program provides residents, business owners and schools in disadvantaged communities ("Target Audience") with enhanced rebates, direct installation services for water efficiency upgrades, and in-person technical expertise designed to reduce water demand and thereby reduce energy and greenhouse gas emissions from water systems in Santa Clara County; and

WHEREAS Ecology Action seeks to provide certain water efficiency upgrade installation services to the Target Audience located within Santa Clara County; and

WHEREAS District seeks to reimburse Ecology Action for providing said efficiency upgrade installation services in an amount not-to-exceed \$176,875; and

WHEREAS the parties believe the WaterLink Program will effectively address water use efficiency in Santa Clara County by saving over 95 million gallons of water per year.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties expressed in this MOU, the parties agree to the following terms and conditions:

1. DISTRICT'S RESPONSIBILITIES

a) Subject to the limitations, terms and conditions of this MOU, the District agrees to pay Ecology Action the amounts specified below (not-to-exceed a total amount of \$176,875 during the term of this MOU) for certain water efficiency upgrade installation services within Santa Clara County that are undertaken through the WaterLink Program:

- \$2 per square foot, up to 50,000 square feet, for replacing turf with climate-appropriate landscaping. The total amount payable for turf replacement services shall not exceed \$100,000. All WaterLink turf replacement projects eligible for this \$2 per square foot payment must be located at publicly-owned facilities and must meet all of the District's Landscape Conversion Rebate Program requirements.
- \$75 for each Energy Star Most Efficient (ESME) Residential Clothes Washer installed at single family homes participating in the WaterLink Program. The total number of ESME Residential Clothes Washer installations that the District will pay the \$75/install amount is 25. Therefore, the total amount payable for all ESME Residential Clothes Washer installations is \$1,875. Each Residential Clothes Washer installation eligible for the \$75 payment must meet the District's Residential Clothes Washer Rebate Program guidelines.

- \$400 for each High Efficiency Commercial Clothes Washers installed at multi-family residential facilities with common-area laundry rooms participating in the WaterLink program. The total number of High Efficiency Commercial Clothes Washers installations that the District will pay the \$400/install amount is 100. Therefore, the total amount payable for all High Efficiency Commercial Clothes Washer installations is \$40,000. Each High Efficiency Commercial Clothes Washer eligible for the \$400 payment must meet the District's High Efficiency Commercial Clothes Washers Rebate Program guidelines.
 - The lower of: (i) \$4 per centum cubic feet (CCF) of water saved per year, or (ii) 50% of materials cost of the project, for up to 30 WaterLink Ozone Laundry projects at skilled nursing facilities and hotels participating in the WaterLink Program. The total the total amount payable for all WaterLink Ozone Laundry projects is \$35,000. Hot and cold water use will be measured for 30-days pre- and post-installation to determine annual water savings. WaterLink Ozone Laundry installations eligible for this payment must meet all of the current requirements of the District's Commercial Rebate Program.
- b) District shall pay undisputed invoices prepared in accordance with Section 2(c) below within 60 days of receipt.
- c) The District shall review and evaluate whether to approve all educational, marketing and outreach materials created by Ecology Action for the WaterLink Program.

2. ECOLOGY ACTION'S RESPONSIBILITIES

- a) Ecology Action shall employ best efforts to administer the WaterLink Program, which administration shall include the creation and processing of WaterLink Program applications received from the Target Audience.
- b) Ecology Action shall develop all educational, marketing and outreach materials, which are subject to the District's approval, for the WaterLink Program.
- c) Ecology Action shall invoice the District for eligible amounts specified in Section 1(a) above on a quarterly basis, beginning with the quarter ending on September 30, 2016. Quarterly invoices shall include a list of all installation items Ecology Action is seeking payment (including of the name of recipients of receiving the installation services) and other documentation required by the District.
- d) Ecology Action shall collect and analyze data related to water usage of the Target Audience receiving installation services through the WaterLink Program to determine water savings, which must be provided to the District with each quarterly invoice and upon completion of the WaterLink Program.
- c) Ecology Action shall train its staff on how to conduct audits of energy and water use of individual residences, multi-family facilities and institutional facilities. Ecology Action will ensure its staff distributes water conservation educational, marketing and outreach materials, including flyers promoting the District's water conservation programs.
- d) Ecology Action shall provide the District with a copy of the California Department of Water Resources' Water/Energy grant project completion report and project benefits summary for the WaterLink Program on or prior to December 31, 2017.

3. HOLD HARMLESS AND LIABILITY

Each party ("Indemnifying Party") agrees to indemnify, defend at its own expense, including attorneys' fees, and hold harmless the other party ("Indemnified Party") from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to the negligence, or willful misconduct of that Indemnifying Party, its officers or employees, or any other agent acting on its behalf.

4. DOCUMENT REVIEW

The District and Ecology Action shall, upon reasonable advance written notice, make available for inspection to the other party records, books and other documents relating to the WaterLink Program.

5. TERM

The term of the MOU commences on the Effective Date and expires at 11:59 pm on December 31, 2017, or until the \$176,875 allocated to this MOU is depleted, whichever occurs first. The term of the MOU may be extended by a written amendment signed by the both parties. The District's obligation to pay any portion of the \$176,875 MOU not-to-exceed amount is contingent upon approval of sufficient funding by the District's Chief Executive Officer. If the Chief Executive Officer fails to appropriate sufficient monies in any District fiscal year, this MOU shall terminate on the date of the beginning of the fiscal year for which funds are not approved.

6. NOTICE

Any notice, payment, credit or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or five (5) days after deposit in any United States mail depository, first class postage prepaid and addressed to the party for whom intended; or on the same day as a facsimile transmission is sent as long as original is placed in the mail on the same day.

If to the District: Mr. Jerry De La Piedra
Water Supply Planning & Conservation Unit Manager
5750 Almaden Expressway
San Jose, CA 95118
Ph: 408-265-2600

If to Ecology Action: Ms. Kirsten Liske
Vice President, Community Programs
877 Cedar St., Suite 240
Santa Cruz, CA 95060
Ph: 831-515-1323

Either party may change such address by notice given to the other party as provided in this Section 6.

7. AMENDMENTS

The MOU may only be amended by written agreement executed by both parties.

8. ASSIGNMENT

Neither party is allowed to assign, sublet, or transfer this MOU or any of the rights or interests in this MOU without the written consent of the other party.

9. SEVERABILITY

The partial or total invalidity of one or more parts of this MOU will not affect the intent or validity or remaining parts of this MOU.

10. GOVERNING LAW

This MOU is a contract under the laws of the State of California and for all purposes must be interpreted in accordance with such laws.

11. TERMINATION OF MOU

This MOU may be terminated by either party hereto for any reason upon thirty (30) days written notice to the other party.

12. SIGNATURES

The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

In WITNESS WHEREOF, the parties have executed this MOU as of the effective date.

ECOLOGY ACTION

APPROVED AS TO FORM:

Name/Title _____

Kirsten Liske
Vice President, Community Programs
Ecology Action

SANTA CLARA VALLEY WATER DISTRICT

APPROVED AS TO FORM:

Anthony Fulcher
Sr. Assistant District Counsel
Santa Clara Valley Water District

Norma J. Camacho
Interim Chief Executive Officer
Santa Clara Valley Water District

File No.: 16-0628

Agenda Date: 8/9/2016

Item No.: 3.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

Notice of Completion of Contract and Acceptance of Work for the Infrastructure Reliability Portfolio 2 (IRP2) Water Treatment Plant Operations Building Seismic Retrofit Project, S.J. Amoroso Construction Co., Inc., Contractor, Project No. 93764003, Contract No. C0596 (Los Gatos) (District 7).

RECOMMENDATION:

- A. Accept the work as complete;
- B. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work and submit for recording to the Santa Clara County Clerk-Recorder; and
- C. Authorize reducing the current construction contract retention of ten percent (10%) to five percent (5%), consistent with the minimum amount required by the California Public Contract Code.

SUMMARY:

The construction contractor, S.J. Amoroso Construction Co., Inc., has completed the IRP2 Water Treatment Plant Operations Building Seismic Retrofit Project - Rinconada Water Treatment Plant and Vasona Pump Station (Project). The construction contract was awarded in the amount of \$8,367,000 and the final contract amount is \$9,888,999.01. Subject to any withholds required by law or the contract, acceptance of the work by the Board will allow for the release of retention to the contractor.

The Project was constructed to seismically retrofit the control building at the Rinconada Water Treatment Plant, the Vasona Meter Shop and the Vasona Pump Station to meet life-safety criteria. Additionally, completion of this Project provides additional staff space, modernized building components, and improved plant operations.

Previous Board Actions

On April 22, 2014, the Board approved the plans and specifications and authorized advertisement for bids for the construction of the Project. Additionally, the Board found that the Project was substantially complex and, therefore, required a construction contract retention of ten percent (10%).

On July 8, 2014, the Board awarded the subject contract to S.J. Amoroso Construction Co., Inc. in the amount of \$8,367,000 and approved a contingency sum of \$1,255,050. The Board authorized the

Chief Executive Officer (CEO) or designee to approve individual change orders up to the total amount of the contingency, with the Engineering Unit Manager and Deputy Operating Officer to approve individual changes up to \$100,000 and \$250,000 respectively.

On January 26, 2016, the Board approved increasing the contingency sum by \$500,000.

Contract Change Orders

A total of fourteen (14) staff-approved contract change orders totaling the amount of \$1,521,999.01 were executed for this contract to address unforeseen site conditions, utility conflicts, District-requested changes, and requested changes by the local building and fire officials having jurisdiction over the Project.

These changes included:

- A. \$726,520 for additional work required to address unforeseen site conditions.
- B. \$106,305 for additional work to address unforeseen utility conflicts.
- C. \$330,123 for additional District-requested changes to benefit the Project.
- D. \$246,604 for additional work required to address post-design clarifications.
- E. \$51,600 for additional work required to address post-design requests from the local building and fire permit officials having jurisdiction over the Project.
- F. (\$52,837) credit for adjustments based on final quantity measurement.
- G. \$113,684 for additional work to accelerate and mitigate delays due to unforeseen conditions.

The final contract amount is \$9,888,999.01, which includes all the contract change orders.

Table 1 presents a summary of the construction contract and contingency amounts.

**TABLE 1. SUMMARY OF CONSTRUCTION CONTRACT
AND CONTINGENCY AMOUNTS**

	Contract Amount	Contingency Amount
Original Contract	\$8,367,000.00	\$1,755,050.00
Change Order No. 1 (Staff approved)	\$98,472.00	<\$98,472.00>
Change Order No. 2 (Staff approved)	\$93,469.00	<\$93,469.00>
Change Order No. 3 (Staff approved)	\$127,029.00	<\$127,029.00>
Change Order No. 4 (Staff approved)	\$57,534.00	<\$57,534.00>

Change Order No. 5 (Staff approved)	\$67,300.00	<\$67,300.00>
Change Order No. 6 (Staff approved)	\$91,733.00	<\$91,733.00>
Change Order No. 7 (Staff approved)	\$36,442.00	<\$36,442.00>
Change Order No. 8 (Staff approved)	\$77,201.00	<\$77,201.00>
Change Order No. 9 (Staff approved)	\$155,169.00	<\$155,169.00>
Change Order No. 10 (Staff approved)	\$174,563.00	<\$174,563.00>
Change Order No. 11 (Staff approved)	\$114,480.00	<\$114,480.00>
Change Order No. 12 (Staff approved)	\$167,305.01	<\$167,305.01>
Change Order No. 13 (Staff approved)	\$178,388.00	<\$178,388.00>
Change Order No. 14 (Staff approved)	\$82,914.00	<\$82,914.00>
Final Contract Amount and Remaining Contingency	\$9,888,999.01	\$233,050.99

Acceptance of the Work and Recording Notice of Completion of Contract

The California Civil Code allows an owner or agent to execute a Notice of Completion of Contract after acceptance of the work by the Board. The Notice of Completion of Contract and Acceptance of Work is included in Attachment 1. The Designated Engineer has determined that the work has been completed, to the best of her knowledge, in accordance with the plans and specifications and recommends acceptance. The Designated Engineer's recommendation of construction acceptance is included in Attachment 2. The Project Completion Letter is included as Attachment 3. Photos of the completed Project are included in Attachment 4.

Construction Contract Retention

California law requires the District to release contract retention in accordance with certain time frames, which will commence once the Notice of Completion is recorded. Interest payment on retention due to the contractor may be avoided by meeting the requisite deadlines. The District is currently withholding ten percent (10%) retention. Staff is recommending an immediate release of five percent (5%) retention. If the reduction is authorized by the Board, staff would continue to withhold the remaining 5% retention until 35 days after the recording of the Notice of Completion of Contract and Acceptance of Work.

Public Contract Code (PCC) Section 7201 limits retention amounts for public works construction contracts to 5% of the total contract price unless the governing body finds the proposed project is 'substantially complex' and requires a contract retention of 10%. On April 22, 2014, the Board found that the Project was substantially complex and, therefore, required a construction contract retention of 10%. Since the Project is now complete, the circumstances supporting a 10% retention no longer exist.

Per the construction contract documents, the District is required to release retention funds associated with the contract 35 days after recording the Notice of Completion of Contract and Acceptance of Work, subject to any withholds required by law or the contract. The Public Contract Code requires public entities to retain no less than a 5% contract retention. The purpose of staff's recommendation to reduce retention at this time is to allow for release of 5% (\$494,450) of the total retention now instead of the contractor waiting the entire 35 days after recordation of the Notice of Completion to receive the full 10% amount withheld. Taking this recommended action is consistent with statutory and contractual requirements.

Total Project Expenditures

As indicated in the Summary of Construction Contract and Contingency Amounts (Table 1), the original contract amount of \$8,367,000 has been increased by \$1,521,999.01 to \$9,888,999.01, an increase of approximately 18 percent. There were sufficient funds in the Board-approved contingency amount to pay these additional costs.

The total expenditures to date for the Project are presented in Table 2. The expenditures listed herein apply to work required to plan, design, and construct the IRP2 Water Treatment Plant Operations Buildings Seismic Retrofit Project - Rinconada Water Treatment Plant and Vasona Pump Station.

The value for Construction Hard Costs includes the construction contract as well as utility agreements, utility relocation, and permit fees.

TABLE 2. IRP2 Water Treatment Plant Operations Building Seismic Retrofit Project Expenditures to Date

Planning Phase:	\$1,401,340
Design Phase:	\$2,383,370
Construction Phase:	\$1,699,440
Construction Hard Costs:	\$13,249,900
Total Project Expenditures to Date:	\$18,734,050

FINANCIAL IMPACT:

Total financial costs are detailed above in the agenda memorandum summary. The Project has been completed and no additional funding is recommended.

CEQA:


The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

- Attachment 1: Notice of Completion of Contract and Acceptance of Work
- Attachment 2: Recommendation of Construction Contract Acceptance
- Attachment 3: Project Completion Letter
- Attachment 4: Construction Summary
- Attachment 5: Project Delivery Process Chart

UNCLASSIFIED MANAGER:

Katherine Oven, 408-630-3126

Santa Clara Valley
Water District  5750 Almaden Expressway
San Jose, CA 95118-3686
Phone: (408) 265-2600

**NOTICE OF COMPLETION
OF CONTRACT AND
ACCEPTANCE OF WORK**

NOTICE IS HEREBY GIVEN by order of the Board of Directors of Santa Clara Valley Water District, State of California, pursuant to law, that work to be performed under the contract heretofore made and executed by and between Santa Clara Valley Water District, as Owner therein, and **S.J. Amoroso Construction Co., Inc., 390 Bridge Parkway, Redwood Shores, CA 94065** as Contractor therein, bearing the date **July 8, 2014** for the construction of **IRP2 Water Treatment Plant Operations Building Seismic Retrofit Project - RWTP and Vasona Pump Station, Contract No. C0596, Project No. 93764003** and appurtenant facilities upon lands of said District known as **Rinconada Water Treatment Plant, 400 More Avenue, Los Gatos, CA, 95132 and Vasona Pump Station, 14545 Oka Road, Los Gatos, CA, 95032** situated in the County of Santa Clara, State of California, was completed as called for and in the manner designated by the plans and specifications, by the said Contractor, and the said work was accepted by the said District Board of Directors on behalf of said District on **August 9, 2016**.

That upon said contract, **Federal Insurance Company, 2603 Camino Ramon, Suite 300, San Ramon, CA, 94583 and Liberty Mutual Insurance Company, 1340 Treat Boulevard, Suite 550, Walnut Creek, CA, 94597 (Bond No. 82379817-070015630)** was surety on the bond given by said **S.J. Amoroso Construction Co., Inc.** the said Contractor, as required by law;

That the title of said District to the real property upon which said work and contract was performed is that of **Fee** and;

That the address of said District is 5750 Almaden Expressway, San Jose, California 95118.

IN WITNESS WHEREOF, pursuant to the order of the Board of Directors made and given on **August 9, 2016** authorizing and directing the execution of this instrument, the said District has caused these presents to be executed in its name, authenticated by the signature of the Clerk of the said Board of Directors on **August 9, 2016**.

Clerk/Board of Directors
Santa Clara Valley Water District

I, the undersigned, say that I am Clerk of the Board of Directors of the Santa Clara Valley Water District; that I make this declaration on its behalf; that said District is the owner of the real property interest described in the forgoing Notice; that declarant has read the foregoing Notice and knows the contents thereof, and the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on **August 9, 2016**, at San Jose, California.

Clerk/Board of Directors
Santa Clara Valley Water District

SANTA CLARA VALLEY WATER DISTRICT
RECOMMENDATION OF CONSTRUCTION CONTRACT ACCEPTANCE

In accordance with **Article 9.10, Final Inspection and Acceptance of Work**, of the contract specifications, a final inspection was conducted on June 1, 2016, for the Infrastructure Reliability Portfolio 2 Water Treatment Plant Operations Building Seismic Retrofit Project, Contract No.C0596, Project No. 93764003. The Project Completion Letter dated July 14, 2016 indicates that the work was completed in accordance with the requirements of the contract.

It is recommended that the work under this contract be accepted by the District.

Recommended By:



Brandon Ponce, P.E.
Senior Civil Engineer
Designated Engineer's Representative

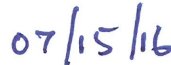


Date

Concurrence:



Katherine Owen, P.E.
Deputy Operating Officer
Water Utility Capital Division



Date

July 15, 2016

Transmitted via EADOC Memo

Ms. Jennifer Erskine
S.J. Amoroso Construction Co., Inc.
390 Bridge Parkway
Redwood Shores, CA 94065

Subject: IRP2 Water Treatment Plant Operations Buildings Seismic Retrofit Project –
RWTP and Vasona Pump Station, Contract No. C0596, Project No. 93764003
Project Completion Letter

Dear Ms. Erskine:

In accordance with **Article 21.01.05 Project Completion**, this serves as the Project Completion Letter for the subject contract and establishes the completion of the project.

A Final Inspection for the subject project was performed on June 1, 2016. Completion of all Deficiency List items has been attested to by the District Staff.

The District is in receipt of the Project Completion Certification, dated July 14, 2016, from S.J. Amoroso Construction Co., Inc.

Therefore, in accordance with **Article 21.01.06 Acceptance of Work**, I will recommend that the District Board of Directors formally accept the work of this contract.

If you have any questions, contact me at the District's Headquarters Building (408) 630-2787 or by e-mail at bponce@valleywater.org.

Sincerely,



Brandon Ponce, P.E.
Senior Civil Engineer
Construction Services Unit

cc: K. Uyeda, T. Inman, D. Seanez, J. Ortiz, A. Masic, B. Ponce, Contract File
bp:ee
596:L10854

Infrastructure Reliability Portfolio 2 (IRP2) Water Treatment Plant Operations Building Seismic Retrofit Project

Notice of Completion of Construction Contract

August 9, 2016



Presentation Topics

- ▶ Project Description, Objective, and Location
- ▶ Project Construction Costs
- ▶ Construction Photos



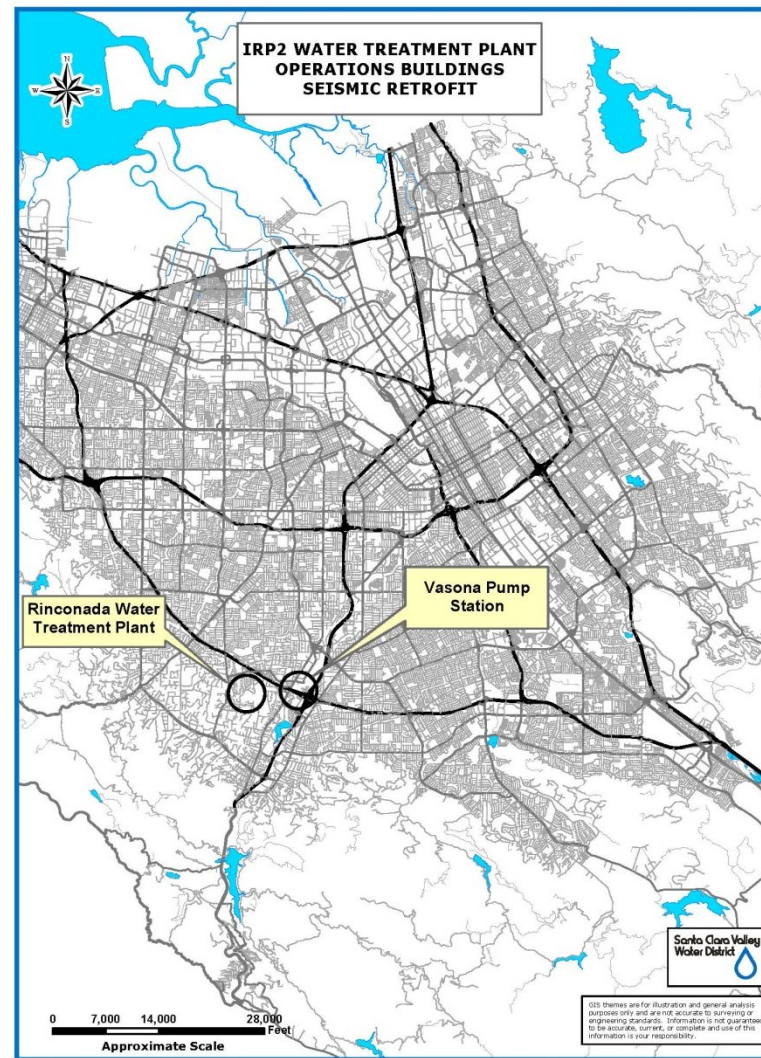
Project Description and Objective

- ▶ Seismically retrofit the control building at the Rinconada Water Treatment Plant, Vasona Meter Shop and the Vasona Pump Station to meet life-safety criteria.
- ▶ Provides additional staff space, modernized building components, and improved plant operations



Project Location

Rinconada Water Treatment Plant & Vasona Pump Station – Los Gatos, Ca



Presentation Topics

- ▶ Project Description, Objective, and Location
- ▶ Project Construction Costs
- ▶ Construction Photos



Project Costs

- ▶ Construction:
 - ▶ \$8,367,000.00 – Contract Award Amount
 - ▶ \$1,521,999.01 – Contract Change Orders
 - ▶ \$9,888,999.01 – Final Contract Amount
(18 % increase)
- ▶ Funding Source:
 - ▶ California OES Grant (\$703,867)
 - ▶ Water Enterprise Fund – Zone W-2 (North County)

Presentation Topics

- ▶ Project Description, Objective, and Location
- ▶ Project Construction Costs
- ▶ Construction Photos



Construction Photos

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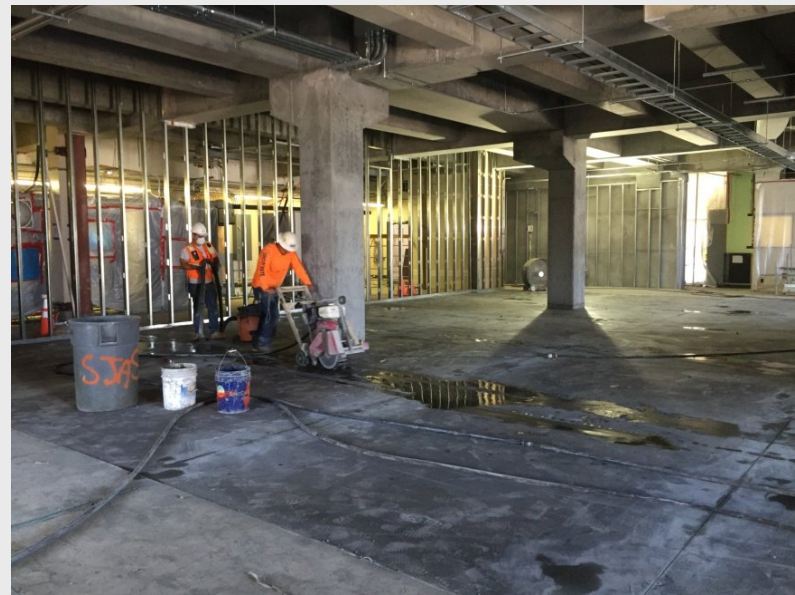
Santa Clara Valley
Water District



Attachment 4
Page 8 of 12

Construction Photos

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Santa Clara Valley
Water District



Attachment 4
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Construction Photos



Santa Clara Valley
Water District



Attachment 4
Page 10 of 12

Construction Photos



Santa Clara Valley
Water District



Attachment 4
Page 11 of 12

Construction Photos



Santa Clara Valley
Water District

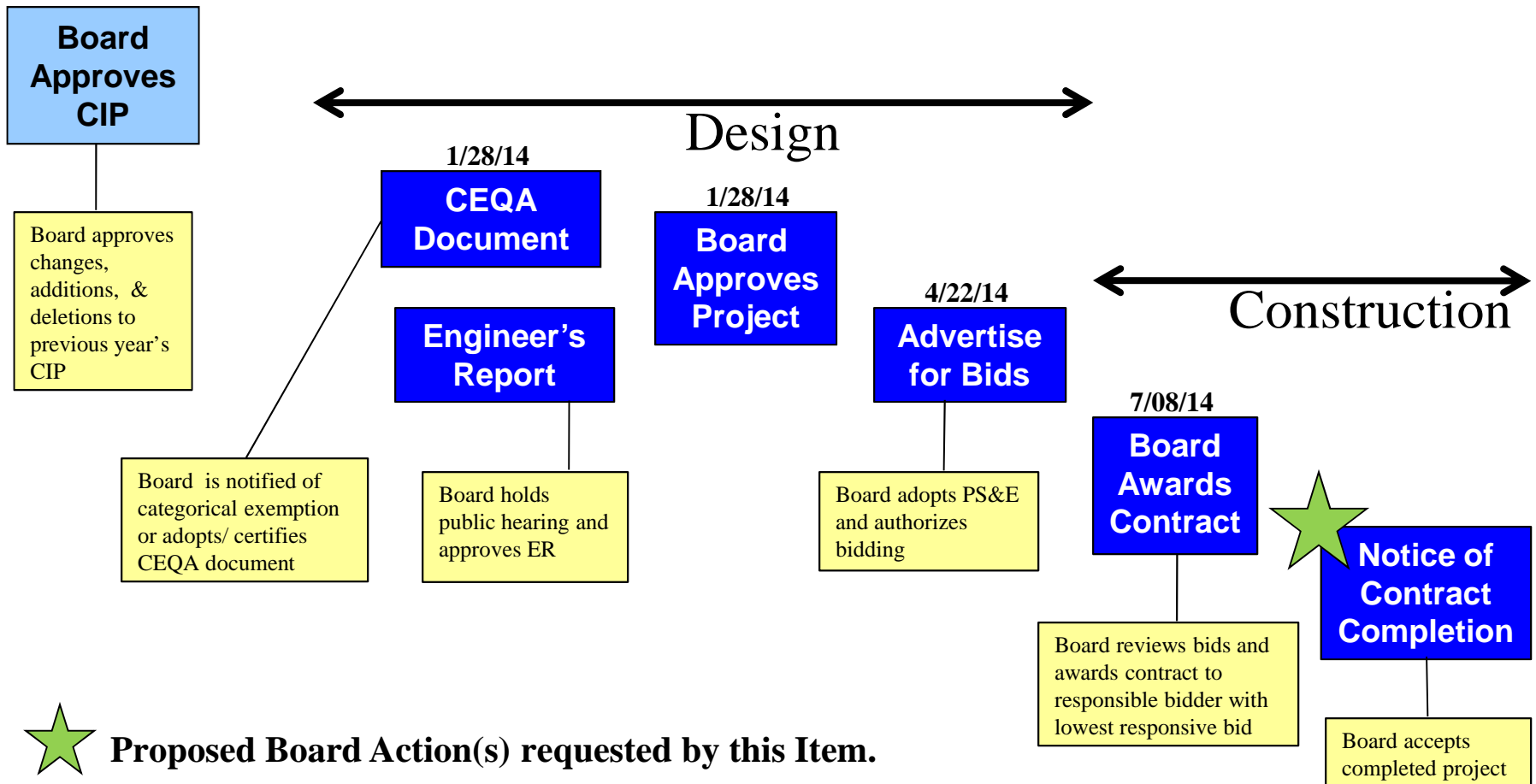


Attachment 4
Page 12 of 12

Project Delivery Process

IRP2 Water Treatment Plant Operations Building Seismic Retrofit Project
Contract No. C0602, Project No. 93764003

FY 2004-2005



File No.: 16-0695

Agenda Date: 8/9/2016

Item No.: *3.5.

BOARD AGENDA MEMORANDUM

SUBJECT:

*CEO Bulletin for the Weeks of July 22-28, and July 29-August 4, 2016.

RECOMMENDATION:

Accept the CEO Bulletin.

SUMMARY:

The CEO Bulletin is a weekly communication for the CEO, to the Board of Directors, assuring compliance with Executive Limitations Policy EL-7: The BAOs inform and support the Board in its work. Further, a BAO shall: Inform the Board of relevant trends, anticipated adverse media coverage, or material external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established. Report in a timely manner an actual or anticipated noncompliance with any policy of the Board.

CEO Bulletins are produced and distributed to the Board weekly as informational items, and then placed on the bimonthly, regular Board meeting agendas to allow opportunity for Board discussion on any of the matters contained therein.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: 072216 CEO Bulletin

UNCLASSIFIED MANAGER:

Norma Camacho, 408-630-2084



TO: BOARD OF DIRECTORS
FROM: NORMA J. CAMACHO

CEO BULLETIN

Week of July 22 – 28, 2016

INSIDE THIS ISSUE

- 2** Lower Berryessa Creek Flood Protection Project Community Meeting

BOARD MEMBER REQUESTS

- 2** Hsueh
Communications and Government Relations to strategize and share information and message presented by CEO and staff in item 2.3 -- Staff Report in Response to Board Request Related to Recent Media Coverage
R-15-0040
- 3** Keegan
Staff to take a preliminary look at the use of Project Labor Agreements (PLAs) on non-federal water district projects
R-16-0021
- 3** Varela
Staff is requested to provide an update on the Anderson Dam Project at the August 3, 2016, South County Regional Wastewater Authority (SCRWA) Board meeting
I-16-0027

Board Policy EL-7: Communication and Support to the Board

The BAOs inform and support the Board in its work.

Further, a BAO shall:

Inform the Board of relevant trends, anticipated adverse media coverage, or material external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established.

Report in a timely manner an actual or anticipated noncompliance with any policy of the Board.

INSIDE THIS ISSUE

Lower Berryessa Creek Flood Protection Project Community Meeting

The Lower Berryessa Creek Flood Protection Project is a flood protection project that extends approximately 1.6 miles through the city of Milpitas, from its confluence with Lower Penitencia Creek, south to Calaveras Boulevard. The project also includes about 2.1 miles of Calera and Tularcitos creeks. These two smaller creeks are tributaries to Berryessa Creek and must also be modified to prevent water from overflowing their banks. When complete, this project will protect vast portions of the City of Milpitas from flood events.

Prior to construction work starting this summer, the water district hosted a pre-construction meeting on Wednesday, July 20, 2016, for Milpitas residents along Phase 2 of the Lower Berryessa Flood Protection Project at the Barbara Lee Senior Center. Meeting notices were mailed to over 1,200 residents in the neighborhood.

The water district shared information on what to expect during construction, the project schedule, and how to contact the water district during work activities. In addition to water district staff, Director Santos was also in attendance to meet and address questions raised by the residents.

The Phase 2 project area starts at Abel Street and extends to Calaveras Boulevard and consists of constructing floodwalls and levees to provide 100-year flood protection for homes, schools, and businesses along Lower Berryessa Creek in central Milpitas, as well as enhancing riparian habitat and creek access.

Phase 2 is expected to cost between \$40 and \$50 million. A Final Lower Berryessa Creek Environmental Impact report was approved and adopted by the board in December 2011.

The water district will remain in communication with neighbors throughout the construction period to keep them aware of any construction impacts.

For further information, please contact Melanie Richardson at (408) 630-2035.

BOARD MEMBER REQUESTS

Hsueh

**Communications and Government Relations to strategize and share information and message presented by CEO and staff in item 2.3 -- Staff Report in Response to Board Request Related to Recent Media Coverage
R-15-0040**

At the October 27, 2015, board meeting, a detailed response regarding media coverage related to the Lower Silver Creek Flood Protection Project and contracts with RMC Water and Environment was presented to the board. Then-CEO Beau Goldie also released extensive information to all employees on the matter.

For further information, please contact Chris Elias at (408) 630-2379.

Keegan

Staff to take a preliminary look at the use of Project Labor Agreements (PLAs) on non-federal water district projects

R-16-0021

Research on PLA use in non-federal water district projects is on-going. This item will be placed on the September 13, 2016, board meeting agenda for discussion.

For further information, please contact Michael Baratz at (408) 630-2361.

Varela

Staff is requested to provide an update on the Anderson Dam Project at the August 3, 2016, South County Regional Wastewater Authority (SCRWA) Board meeting

I-16-0027

The August 3, 2016, SCRWA Board meeting has been canceled. The next SCRWA Board meeting is scheduled for September 7, 2016, and the water district will plan to present an update on the Anderson Dam Project at that meeting.

For further information, please contact Katherine Oven at (408) 630-3126.



TO: BOARD OF DIRECTORS
FROM: NORMA J. CAMACHO

CEO BULLETIN

Week of July 29 – August 4, 2016

INSIDE THIS ISSUE

- [2](#) Operational Cost Savings Resulting from Effective Energy Management

BOARD MEMBER REQUESTS

- [2](#) Santos
Interim CEO to investigate and provide information to Homeless Encampment Ad Hoc Committee on possibility of employing the homeless to clean up after themselves
R-16-0037
- [3](#) Santos
Staff to provide Director Santos with a drought update presentation for a 08/18/16 Berryessa Business Association meeting
I-16-0029
- [3](#) Kremen
Request for Designated Land-use and Zoning for the SCVWD Winfield Facility under the City of San Jose General Plan
I-16-0030

Board Policy EL-7: Communication and Support to the Board

The BAOs inform and support the Board in its work.

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Inform the Board of relevant trends, anticipated adverse media coverage, or material external and internal changes, particularly changes in the assumptions upon which any Board policy has previously been established.

Report in a timely manner an actual or anticipated noncompliance with any policy of the Board.

INSIDE THIS ISSUE

Operational Cost Savings Resulting from Effective Energy Management

Since 2005, the water district has actively participated in the Power and Water Resource Pooling Authority (PWRPA), a California Joint Powers Authority that consists of 15 water purveyors to collectively manage individual power assets and loads. PWRPA recently completed a cost comparison study to relate the cost of PWRPA power to the alternative service option, Pacific Gas and Electric (PG&E), for 2010 through 2015.

The cost of power for each PWRPA participant is unique and resulted in participant yearly averages ranging from approximately 8 cents/kilowatt-hour (kWh) to nearly 25 cents/kWh in 2015.

With active planning, monitoring, and consistent coordination between PWRPA and participating directors, the energy management team at the water district achieved an average electricity rate of 8.33 cents/kWh during 2015, over 40 percent less than the comparable PG&E rate of 14.12 cents/kWh for the same duration.

The financial savings during 2015 translate to approximately \$1.25 million in operational savings for the year and are consistent with the results from the previous years. According to the most recent cost comparison, the water district has saved over \$5 million from 2010 through 2015 due to its average PWRPA rate of 8.06 cents/kWh compared to the average PG&E rate of 12.82 cents/kWh during that same period.

In addition to the financial advantages of PWRPA, the water district also benefits from PWRPA's shared interest for promoting energy efficiency and developing renewable resources and technologies to support long-term electrical system reliability.

The water district's recent work with PWRPA to develop solar installations at two water district water treatment plants and to secure participation in two utility-scale solar projects will contribute to water district efforts to reduce greenhouse-gas emissions, while having potential for further operational savings.

For further information, please contact John Brosnan at (408) 630-2849.

BOARD MEMBER REQUESTS

Santos

**Interim CEO to investigate and provide information to Homeless Encampment Ad Hoc Committee on possibility of employing the homeless to clean up after themselves
R-16-0037**

On July 27, 2016, information was provided to the Homeless Encampment Ad Hoc Committee (Committee) for discussion about exploring gainful employment and training for un-housed persons who assist with trash and debris removal from local waterways.

In summary, the report, provided by San Jose Downtown Streets Team (DST), showed that the

water district is currently investing about \$198,000 in the Clean Creeks, Healthy Communities Initiative. This four-year program is an interdisciplinary partnership with the City of San Jose and DST to recruit un-housed persons from encampments for creek cleanups, while providing incentives and assistance for them to find permanent housing.

To date, 63 individuals, who were previously living in encampments, have been successfully placed into permanent housing.

For further information, please contact Chris Elias at (408) 630-2379.

Santos

**Staff to provide Director Santos with a drought update presentation for a 08/18/16 Berryessa Business Association meeting
I-16-0029**

On July 29, 2016, Director Santos was provided the requested drought update presentation and talking points for the August 18, 2016, Berryessa Business Association meeting.

For further information, please contact Rick Callender at (408) 630-2017.

Kremen

**Request for Designated Land-use and Zoning for the SCVWD Winfield Facility under the City of San Jose General Plan
I-16-0030**

Board member Gary Kremen inquired about the potential use of water district property for affordable housing. A water district-owned site that is currently zoned "Combined Industrial/Commercial" under the City of San Jose (City), "Envision San Jose" General Plan 2040 was discussed specifically. The address is 5905 Winfield Boulevard, also known as the Winfield Warehouse site.

In reviewing the zoning of the property, the City of San Jose indicated that rezoning the property for residential use would be next to impossible given the Envision San José 2040 General Plan and the city's goal of jobs to housing ratio.

A review of the 2040 General Plan indicates that a primary objective is to create a plan to "strongly promote job growth opportunities and improve the city's jobs-housing balance. To advance this objective, the city's general plan incorporates the city's employment land preservation framework policies to restrict the conversion of light and heavy industrial lands to non-industrial use and require the city to maintain its overall planned growth capacity."

For further information, please contact Jesús Nava at (408) 630-2764.

File No.: 16-0571

Agenda Date: 8/9/2016

Item No.: *3.6.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approval of Minutes.

RECOMMENDATION:

Approve the minutes.

SUMMARY:

In accordance with the Ralph M. Brown Act, a summary of Board discussions, and details of all actions taken by the Board, during all open and public Board of Directors meetings, is transcribed and submitted to the Board for review and approval.

Upon Board approval, minutes transcripts are finalized and entered into the District's historical records archives and serve as historical records of the Board's meetings.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: 062816 Regular Meeting

Attachment 2: 071216 Regular & Closed Session Meeting

Attachment 3: 071416 Special Meeting

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711



BOARD OF DIRECTORS MEETING

MINUTES

**REGULAR MEETING
TUESDAY, JUNE 28, 2016
5:00 PM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

A regular meeting of the Santa Clara Valley Water District Board of Directors was called to order in the District Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 5:00 p.m.

1.1. Roll Call.

Board members in attendance were Tony Estremera, Nai Hsueh, Gary Kremen, Linda J. LeZotte, Richard Santos, and John L. Varela, constituting a quorum of the Board.

Chairperson Varela facilitated the meeting, and Chairperson Keegan arrived as noted below.

Staff members in attendance were N. Camacho, Interim Chief Executive Officer (CEO), S. Yamamoto, District Counsel, M. King, Clerk/Board of Directors, J. Aranda, A. Baker, M. Baratz, R. Callender, A. Cheung, N. Chu, C. Elias, J. Fiedler, G. Hall, L. Lee, J. Nava, N. Nguyen, L. Orta, K. Oven, and R. Subramanian.

Mr. S. Ferranti, Capital Engineering Manager, represented Deputy Operating Officer M. Richardson, and Mr. J. Crowley, attended as Acting Deputy Operating Officer, Water Utility Technical Support Division.,

2. TIME CERTAIN:

Vice Chairperson Varela announced that the Board would adjourn to Closed Session for

06/28/16

1

Attachment 1

Pg. 1 of 13

consideration of Item 2.1.

5:00 PM

- 2.1. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL-
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Government Code Section 54956.8:
Setting Negotiation Parameters for Acquiring Property Interest from
Nature Quality (APNs 825-03-001 and 825-04-010) in Santa Clara County
Negotiators: Norma J. Camacho, Interim Chief Executive Officer; Stephen
Ferranti, Acting Deputy Operating Officer, Watersheds Design and Construction;
and Bill Magleby, Senior Real Estate Agent.

Chairperson Keegan arrived during Closed Session, and assumed facilitation of the meeting.

Upon return to open session, the same Board members, including Chairperson Keegan, and staff were present. Chairperson Keegan returned the agenda to Item 1.2.

6:00 PM

- 1.2. Pledge of Allegiance/National Anthem.

Chairperson Keegan led all present in reciting the Pledge of Allegiance.

Chairperson Keegan moved the agenda back to Item 2.1, CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL-CONFERENCE WITH REAL PROPERTY NEGOTIATOR, Pursuant to Government Code Section 54956.8: Setting Negotiation Parameters for Acquiring Property Interest from Nature Quality (APNs 825-03-001 and 825-04-010) in Santa Clara County, Negotiators: Norma J. Camacho, Interim Chief Executive Officer; Stephen Ferranti, Acting Deputy Operating Officer, Watersheds Design and Construction; and Bill Magleby, Senior Real Estate Agent.

Mr. Stan Yamamoto, District Counsel, reported that the Board met in Closed Session with all members present, and on Item 2.1, directions were given to staff.

- 2.2. Orders of the Day.

Chairperson Keegan confirmed that there were no changes to the Orders of the Day.

2.3. Time Open for Public Comment on any Item not on the Agenda.

Ms. Maureen Jones, Citizens for Safe Drinking Water, and Ms. Arlene Goetze, No Toxins for Children, expressed opposition to water fluoridation, and distributed the attached materials identified as Handouts 2.3-A and 2.3-B, herein. Copies of the Handouts were distributed to the Board and made available to the public.

2.4. Update for the Anderson Dam Seismic Retrofit Project - Project No. 91864005 (Morgan Hill) (District 1).

Recommendation: Receive update for the Anderson Dam Seismic Retrofit Project.

Ms. Katherine Oven, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo, and Ms. Oven and Mr. Christopher Hakes, Capital Engineering Manager, reviewed the attached presentation materials, Attachment 1.

Information on new practices and state of the art technology used to evaluate dam safety, risk factors, potential consequences of dam failure, the complexities of local geology, and financial implications were reviewed by the following guest speakers: Mr. Chris Muller, Associate Vice President, Black & Veatch; Mr. Dave Gutierrez, Chief, Division of Safety of Dams, Department of Water Resources; Mr. Frank Blackett, Regional Engineer, Office of Energy Projects, Division of Dam Safety and Inspections, Federal Energy Regulatory Commission; Dr. Raymond Seed, Professor of Civil and Environmental Engineering, University of California, Berkeley; and Mr. Hemang Desai, Unit Manager, Dam Safety Unit, Santa Clara Valley Water District.

The Board noted the information, without formal action.

2.5. Department of Water Resources Update on the Sustainable Groundwater Management Act.

Recommendation: Receive information on the Sustainable Groundwater Management Act (SGMA) from the Department of Water Resources.

Mr. Garth Hall, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo; and Mr. Gutierrez reviewed the attached presentation materials, Supplemental Attachment 1.

The Board noted the information, without formal action.

Director LeZotte requested that, in regards to Item 3.2, Attachment 1, Page 4, staff provide information of where and how the water district is actively engaging in climate change adaptation planning (R-16-0035), that staff provide additional information on how the previously reported participatory activities are helping the District plan for climate change adaptation (Board Member Request No. R-16-0036).

Chairperson Keegan returned Item 3.2 to the Consent Calendar

3. CONSENT CALENDAR:

The Board considered Consent Calendar Items 3.1 through 3.3, under one motion.

Director Estremera left the meeting and returned as noted below.

- 3.1. Resolution Designating June 19, 2016, as "Juneteenth Independence Day" in recognition of June 19, 1865, the date on which slavery legally came to an end in the United States.

Recommendation: Adopt the Resolution DESIGNATING JUNE 19, 2016, AS "JUNETEENTH INDEPENDENCE DAY" IN RECOGNITION OF JUNE 19, 1865, THE DATE ON WHICH SLAVERY LEGALLY CAME TO AN END IN THE UNITED STATES.

- 3.2. CEO Bulletin for the Week of June 10 - 16.

Recommendation: Accept the CEO Bulletin.

- 3.3. Approval of Minutes.

Recommendation: Approve the minutes.

Motion: Approve Consent Calendar Items 3.1 through 3.3, under one motion, as follows: Adopt Resolution No. 16-57, DESIGNATING JUNE 19, 2016, AS "JUNETEENTH INDEPENDENCE DAY" IN RECOGNITION OF JUNE 19, 1865, THE DATE ON WHICH SLAVERY LEGALLY CAME TO AN END IN THE UNITED STATES, by roll call vote, as contained in Item 3.1; accept the CEO Bulletin, as contained in Item 3.2; and approve the minutes, as contained in Item 3.3.

Move to Approve :	Richard Santos
Second:	John L. Varela
Yeas:	Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays:	None
Abstains:	None
Recuses:	None
Absent:	Tony Estremera
Summary:	6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

Director Estremera returned.

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

4.1. Board Independent Audit Consultant Services.

Recommendation:	<p>A. Approve the Board Audit Committee (Committee) recommendation to retain a Board Independent Audit Consultant through a Request for Qualifications; and</p> <p>B. Authorize the Interim Chief Executive Officer (Interim CEO) or designee to negotiate, finalize, and execute an independent auditor consultant agreement.</p>
-----------------	--

Mr. Ravi Subramanian, Deputy Administrative Officer, reviewed the information on this item per the attached Board Agenda Memo, and Director Estremera reported on the Committee's recommendation to retain an independent audit consultant.

Motion:	Approve Recommendation A, and revise Recommendation B to authorize the Interim CEO or designee to negotiate and recommend an independent auditor consultant agreement for Board approval.
---------	---

Move to Approve :	Tony Estremera
Second:	Richard Santos
Yeas:	Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays:	None
Abstains:	None

Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

4.2. Board Committee Reports.

None.

5. WATER UTILITY ENTERPRISE:

None.

6. WATERSHEDS:

- 6.1. Adopt Plans and Specifications and Authorize Advertisement for Bids for Construction of the Permanente Creek Flood Protection Project - Rancho San Antonio Detention Basin, Project No. 26244001, Contract No. C0617 (Cupertino) (District 5).

Recommendation:

- A. Find that Central Controller - EG-SPEDT Series, Rain Master should be designated by specific brand name and catalog item as a single source product, to match other products already in use in Santa Clara County Parks. PCC 3400(c)(2);
- B. Adopt the plans and specifications and authorize advertisement for bids for the construction of the Permanente Creek Flood Protection Project - Rancho San Antonio Detention Basin per the Notice to Bidders (Attachment 1); and
- C. Authorize the Designated Engineer to issue addenda, as necessary, during bidding.

Move to Approve : Tony Estremera
Second: Nai Hsueh
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

- 6.2. Amendment No. 1 to Consultant Management Agreement No. A3855A with Ghirardelli Associates, Inc., for Construction Management Services for \$3,436,036

for the Lower Berryessa Creek Flood Protection Project Phase 2, Project No. 40174005 (Milpitas) (District 3).

Recommendation: Authorize the Interim Chief Executive Officer (Interim CEO) to negotiate and execute Amendment No. 1 to the Consultant Management Agreement (Agreement) with Ghirardelli Associates, Inc., for construction management services for construction of the Project for the not-to-exceed amended amount of \$3,436,036.

Move to Authorize : Richard Santos
Second: Tony Estremera
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

6.3. Approval of Fiscal Year (FY) 2016 Safe, Clean Water Grants for Wildlife Habitat Restoration (Project D3) totaling \$1,063,320.

Recommendation:

- A. Review and discuss staff recommendations for FY2016 Grant agreements; and
- B. Authorize the Interim Chief Executive Officer (Interim CEO), following District California Environmental Quality Act (CEQA) compliance, if necessary, to negotiate, finalize, and execute agreements totaling up to \$1,063,320 for ten (10) Wildlife Habitat Restoration projects (Project D3) with ten (10) entities as listed below:
 - 1. Loma Prieta Resource Conservation District for a total amount not to exceed \$79,953 for Sycamore Alluvial Woodland Restoration Phase II Planning and Feasibility Study;
 - 2. Friends of Stevens Creek Trail for a total amount not to exceed \$52,162 for Stevens Creek Steelhead Passage Improvement Project Planning and Feasibility Study;
 - 3. Working Partnership for a total amount not to exceed \$24,750 for Planning Coyote Creek Invasive Plant Removal and Revegetation Planning and Feasibility Study;
 - 4. City of Mountain View for a total amount not to exceed \$43,920 for Permanente Creek Watershed Enhancement Project;
 - 5. Save the Bay for a total amount not to exceed \$95,868 for Palo Alto Baylands Tidal Lagoon

06/28/16

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Attachment 1

Pg. 7 of 13

Transition Zone Habitat Restoration Project;

6. City of Santa Clara for a total amount not to exceed \$165,249 for Ulistac Restoration 2016 Project;
7. San Francisco Bay Bird Observatory for a total amount not to exceed \$217,032 for Establishing Forster's Tern Nesting Colonies for the South Bay Salt Pond Restoration Project Using Innovative Technologies;
8. City of San Jose for a total amount not to exceed \$191,041 for Evergreen Creek Corridor Restoration;
8. Children's Discovery Museum of San Jose for a total amount not to exceed \$142,771 for Bill's Backyard: Bridge to Nature; and
9. Santa Clara Valley Chapter of the California Native Plant Society for a total amount not to exceed \$50,574 for Plant Pathogen Training and Education at CNPS Nursery.

Mr. Afshin Rouhani, Water Policy and Planning Manager, reviewed the information on this item, per the attached Board Agenda Memo.

Mr. Ross Heitkamp, Mountain View resident, spoke in support of the proposed Fiscal Year 2016 Safe, Clean Water Grants for wildlife habitat restoration and urged the Board to approve staff recommendations.

Motion: Approval all recommended grants listed in Recommendation B, Items 1 – 9; approve the \$31,684 grant described in Attachment 2, Page 2, Entity No. 2, Campus Community Association, for the Metcalf ponds; and direct staff to return with a plan for completing all three fish ladders referenced in Attachments 4 through 9 and Handouts 6.3-G through 6.3-K, at Ogier, Singleton and Metcalf ponds.

Move to Approve : Tony Estremera
Second: Richard Santos
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

06/28/16

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Attachment 1

Pg. 8 of 13

- 6.4. Report of Bids Received and Award of Construction Contract to Brosamer & Wall for the Lower Berryessa Creek Flood Protection Project Phase 2, Project No. 40174005, Contract No. C0614, (Milpitas), (District 3).

Recommendation:

- A. Ratify Addenda Nos. 1, 2, 3, 4, 5, and 6 to the Contract Documents for the Lower Berryessa Creek Flood Protection Project Phase 2;
- B. Award the Contract to Brosamer & Wall, located in Walnut Creek, California, in the sum of \$38,876,550; and
- C. Approve a contingency sum of \$3,887,655 and authorize the Interim Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Mr. Stephen Ferranti, Acting Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo; and Mr. Hakes advised the Board that due to a conflict in the City Manager's schedule, executed agreements were not expected from the City of Milpitas until July 2, 2016, and that a property transaction with Union Pacific Railroad would be brought to the Board at a future meeting.

Move to Approve : Richard Santos
Second: Linda J. LeZotte
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

7. CHIEF EXECUTIVE OFFICER:

- 7.1. Recommended Position on Federal Legislation: HR 4954 (DeFazio) - Water Quality Protection and Job Creation Act of 2016; HR 5247 (Garamendi) - California Long-Term Provisions for Water Supply and Short-Term Provisions for Emergency Drought Relief Act; HR 5159 (McNerney) - Western Water Recycling and Drought Relief Act, S 2848 (Inhofe) and HR 5303 (Shuster) - Water Resources Development Act of 2016, and other legislation which may require urgent consideration for a position by the Board.

Recommendation:

- A. Adopt a position of "Support and Amend" on: HR 4954 (DeFazio) - Water Quality Protection and Job Creation Act of 2016;

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- B. Adopt a position of "Support and Amend" on: HR 5247 (Garamendi) - California Long-Term Provisions for Water Supply and Short-Term Provisions for Emergency Drought Relief Act;
- C. Adopt a position of "Support and Amend" on: HR 5159 (McNerney) - Western Water Recycling and Drought Relief Act; and
- D. Adopt a position of "Support" on: S 2848 (Inhofe) and HR 5303 (Shuster) - Water Resources Development Act of 2016.

Mr. Rick Callender, Government Relations Unit Manager, reviewed the information on this item, per the attached Board Agenda Memo.

Move to Adopt :	Tony Estremera
Second:	Gary Kremen
Yeas:	Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

- 7.2. Recommended Position on State Legislation: AB 2124 (Garcia and Lackey): State Water Resources Control Board: grant program for school drinking water, AB 2176 (Campos): Shelter Crisis: Emergency Bridge Housing Communities, SB 879 (Beall): Affordable Housing Bond Act of 2016, SB 1233 (McGuire): Joint Powers Authorities: Water Bill Savings Act, SB 1380 (Mitchell): Homeless Coordinating and Financing Council, and other legislation which may require urgent consideration for a position by the Board, *SB 163 (Hertzberg): Wastewater Treatment: recycled water, and *SB 919 (Hertzberg): Water Supply: creation or augmentation of local water supplies.

Recommendation: Adopt a position of support on Recommendations B, C, D, E, F and G.

Mr. Callender reviewed the information on this item, per the attached Board Agenda Memo, and noted that Assembly Bill 2124 (Garcia and Lackey) State Water Resources Control Board: Grant Program for School Drinking Water had failed in legislation, and therefore, required no action.

Motion: Adopt a position of support on Recommendations B through G, and direct staff to pursue legislation funding for

dam retrofit and Department of Water Resources pipe repairs.

Move to Adopt : Richard Santos
Second: Gary Kremen
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

7.3. Chief Executive Officer Report.

Mr. Callender provided an update on AB 1928 (Campos), Water Efficiency: Landscape Irrigation Equipment.

Ms. Angela Cheung, Deputy Operating Officer, reported on San Luis Delta Low Point Improvement Project issues, and corresponding corrective action plans, and submitted the attached materials, identified as Handout 7.3-A. Copies of the Handout were distributed to the Board and made available to the public.

Mr. Jesus Nava, Chief Administrative Officer, advised the Board that the District Summer Intern program had been expanded to include high school students, deploying 11 additional interns to provide maintenance, heating and air conditioning, automotive, and general office support.

8. ADMINISTRATION:

8.1. Resolution Establishing Appropriations Limit for Fiscal Year 2016-17.

Recommendation: A. Select the cost-of-living factor to establish the District's Appropriations Limit; and
B. Adopt a Resolution ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-17.

Ms. Nicole Berrocal, Budget Manager, reviewed the information on this item, per the attached Board Agenda Memo.

Motion: Approve the cost of living factor as described in Attachment 1, Page 2, Exhibit A; and adopt Resolution No. 16.58, ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-17.

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Move to Adopt :	Gary Kremen
Second:	Tony Estremera
Yeas:	Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays:	None
Abstains:	None
Recuses:	None
Absent:	None
Summary:	7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

9. DISTRICT COUNSEL:

None.

10. ADJOURN:

10.1. Board Member Reports/Announcements.

Chairperson Keegan reviewed the attached memo, identified as Handout 10.1-A, herein, regarding the establishment of policy and practices to instill public confidence in the San Luis Delta Mendota Water Authority.

Director Kremen reported on his plans to participate in the June 29, 2016, California-Israel Water Event, in Los Angeles, California.

Director Estremera reported attending the National Association of Latino Elected and Appointed Officials 23rd Annual Conference, in Washington, D.C.

Chairperson Keegan reported attending the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE), Bay Delta Conservation Plan (BDCP) Ad Hoc, and Recycled Water Committee meetings, the District's Juneteenth Celebration event, a press conference regarding the County's proposal to issue a housing bond, constituent meetings regarding Coyote Creek issues and stream restoration; a teleconference with panelists of the Silicon Valley Leadership Group regarding 2016 Energy Sustainability, and various meetings with staff.

Director Varela reported attending the aforementioned BDCP Ad Hoc Committee meeting and District Juneteenth event; and meetings with Ms. Andrea Mackenzie and Mr. Dorsey Moore, Santa Clara Valley Open Space Authority, Mr. Richard Roth, Chief Executive Officer, San Jose Water Company, and Ms. Ann Marie Sayers, Tribal Chair of the Indian Canyon Nation, Ohlone tribe.

Director LeZotte reported attending the aforementioned FACHE meeting and various meetings with staff.

Director Santos reported attending the aforementioned District Junteenth event, a La Raza Roundtable meeting, a Silicon Valley Advanced Water Purification Center tour, and various meetings with staff.

10.2. Clerk Review and Clarification of Board Requests.

Ms. Michele King, Clerk/Board of Directors, read the new Board member request into the record.

10.3. Adjourn to Regular Meeting and Closed Session at 4:00 p.m., on July 12, 2016, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California.

Chairperson Keegan adjourned the meeting at 8:40 p.m., to the Regular Meeting and Closed Session at 4:00 p.m., on July 12, 2016, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California.

Michele L. King, CMC
Clerk/Board of Directors

Approved:

Date: August 9, 2016



BOARD OF DIRECTORS MEETING

MINUTES

**REGULAR MEETING AND CLOSED SESSION
TELECONFERENCING FROM
130 FALLEN LEAF ROAD, SOUTH LAKE TAHOE, CA 96150
TUESDAY, JULY 12, 2016
4:00 PM**

(Paragraph numbers coincide with agenda item numbers)

A regular meeting of the Santa Clara Valley Water District Board of Directors was called to order in the District Headquarters Building, Board Room, 5700 Almaden Expressway, San Jose, California, at 4:00 p.m.

1. CALL TO ORDER:

1.1. Roll Call.

Board members in attendance were Nai Hsueh, Linda J. LeZotte, Richard Santos, and John L. Varela, constituting a quorum of the Board.

Directors Estremera and Chairperson Keegan arrived as noted below. In Chairperson Keegan's absence, Vice Chair Varela facilitated the meeting.

Director Kremen joined the meeting by teleconference, as noted below.

Staff members in attendance were N. Camacho, Interim Chief Executive Officer (Interim CEO), S. Yamamoto, District Counsel, M. King, Clerk/Board of Directors, R. Callender, A. Cheung, N. Chu, C. Elias, J. Fiedler, A. Fulcher, G. Hall, B. Hopper, L. Lee, J. Nava, N. Nguyen, R. Subramanian and S. Tikekar.

1.2. Pledge of Allegiance/National Anthem.

Vice Chair Varela led all present in reciting the Pledge of Allegiance.

2. TIME CERTAIN:

Vice Chair Varela announced that the Board would adjourn to Closed Session for consideration of Items 2.1 and 2.2.

During Closed Session, Chairperson Keegan and Director Estremera arrived; and Director Kremen joined the meeting via teleconference. Chairperson Keegan assumed facilitation of the meeting upon her arrival and moved the agenda to Item 2.2.

4:00 PM

- 2.2. CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL
Initiation of Litigation
Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case

- 2.1. CLOSED SESSION
CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54947.6
Agency Negotiators: Michael Baratz, Angelica Cruz and Frank David
Employee Organization: Engineers Society

Upon return to open session, the same Board members including Chairperson Keegan and Director Estremera, and staff, were present.

Director Kremen disconnected his participation by teleconference and rejoined as noted below.

6:00 PM

- 2.3. District Counsel Report.

Mr. Brian Hopper, Senior Assistant District Counsel, reported that in regards to Item 2.1, the Board met in Closed Session with all members present, excluding Director Kremen, and gave direction to staff.

Mr. Anthony Fulcher, Senior Assistant District Counsel, reported that in regards to Item 2.2, the Board met in Closed Session with all members present, and took no reportable action.

Director Kremen rejoined the meeting via teleconference.

- 2.4. Orders of the Day.

Chairperson Keegan confirmed there were no changes to Orders of the Day.

- 2.5. Time Open for Public Comment on any Item not on the Agenda.

Ms. Maureen Jones, Citizens for Safe Drinking Water, and Ms. Arlene Goetze, No Toxins for Children, expressed opposition to fluoridation of drinking water, and distributed the attached handouts, herein identified as Handouts 2.5-A and B, and 2.5-C, respectively. Copies of the handouts were distributed to the Board, and made available to the public.

3. CONSENT CALENDAR:

The Board considered Consent Calendar Items 3.1 through 3.4, under one motion.

- 3.1. Audit of the Water Utility Enterprise Funds for the Fiscal Year Ended June 30, 2015.

Recommendation: Accept the audit report for the fiscal year ended June 30, 2015.

- 3.2. Resolution Adopting the Salt and Nutrient Management Plans for the Santa Clara and Llagas Groundwater Subbasins.

Recommendation: Adopt the Resolution ADOPTING THE SANTA CLARA SUBBASIN AND LLAGAS SUBBASIN SALT AND NUTRIENT MANAGEMENT PLANS.

- 3.3. Sole Source Purchase of American Water Chemicals, Inc., Reverse Osmosis Membrane Antiscalant Chemical for the Silicon Valley Advanced Water Purification Center.

Recommendation: Approve the sole source purchase of American Water Chemicals, Inc.'s proprietary reverse osmosis membrane antiscalant chemical for up to \$250,000 in FY2017.

- 3.4. Resolution to Set a Public Hearing on the Engineer's Report for the John D. Morgan Park Monitoring Well Project, Project No. 91304001 (Campbell) (District 4).

Recommendation: Adopt the Resolution PROVIDING FOR THE NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE ENGINEER'S REPORT FOR THE JOHN D. MORGAN PARK MONITORING WELL PROJECT (Project) to occur on August 9, 2016, at 6:00 PM at the Santa Clara Valley Water District, 5700 Almaden Expressway, San Jose, California.

Motion: Approve Consent Calendar Items 3.1 through 3.4, under one motion, as follows: Accept the audit report, as contained in Item 3.1; adopt Resolution No. 16-59, ADOPTING THE SANTA CLARA SUBBASIN AND LLAGAS SUBBASIN SALT AND NUTRIENT MANAGEMENT PLANS, by roll call vote, as contained in Item 3.2; approve the sole source purchase, as contained in Item 3.3; and adopt Resolution No. 16-60, PROVIDING FOR THE NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE ENGINEER'S REPORT FOR THE

JOHN D. MORGAN PARK MONITORING WELL
PROJECT, by roll call vote, as contained in Item 3.4.

Move to Approve: John L. Varela
Second: Nai Hsueh
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary
Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

Director Kremen disconnected his participation by teleconference and rejoined as noted below.

3.5. CEO Bulletin for the Weeks of June 24-30, and July 1-7, 2016.

Recommendation: Accept the CEO Bulletin.

Director Santos requested that staff investigate and provide information to the Homeless Encampment Ad Hoc Committee on the possibility of employing encampment residents within a creek clean up program (Board Member Request R-16-0037).

Move to Accept: Linda J. LeZotte
Second: Richard Santos
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Linda J.
LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: Gary Kremen
Summary: 6 Yeas; 0 Nays; 0 Abstains; 1 Absent.

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

Director Kremen rejoined the meeting via teleconference.

4.1. Homeless Encampment Ad Hoc Committee's Request and Associated Staff Analysis from the Committee's May 13, 2016, Meeting.

Recommendation: Consider approving the following Homeless Encampment Ad Hoc Committee request and staff's analysis:
Adopt the County of Santa Clara's (County) model resolution as revised and presented, FINDING THAT THE PROBLEM OF HOMELESSNESS IN SANTA CLARA COUNTY CONSTITUTES A CRISIS AND URGING JURISDICTIONS WITHIN THE COUNTY TO CONSIDER

POLICY OPTIONS FOR INCREASING THE
AVAILABILITY OF AFFORDABLE HOUSING FOR THE
PURPOSE OF HOUSING THE HOMELESS.

Mr. Fulcher reviewed the information on this item, per the attached Board Agenda Memo.

Motion: Adopt Resolution No. 16-61, FINDING THAT THE PROBLEM OF HOMELESSNESS IN SANTA CLARA COUNTY CONSTITUTES A CRISIS AND URGING JURISDICTIONS WITHIN THE COUNTY TO CONSIDER POLICY OPTIONS FOR INCREASING THE AVAILABILITY OF AFFORDABLE HOUSING FOR THE PURPOSE OF HOUSING THE HOMELESS, by roll call vote.

Move to Adopt: Richard Santos
Second: John L. Varela
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

4.2. Board Audit Committee Recommendation to Review Board Policy EL-5.1 on Board Authorized Expenditures of Contracts (Responding to Board Member Request R-16-0011).

Recommendation: A. Receive a summary of the Committee's discussion of Agreement No. A3322A with Ruggeri-Jensen-Azar & Associates (RJA) for Lower Silver Creek Flood Protection Project, Project No. 40264008; and
B. Approve Committee recommendation to review Board Policy EL-5.1 at an upcoming Board Policy Review Meeting.

Mr. Chris Elias, Deputy Administrative Officer, reviewed the information on this item, per the attached Board Agenda Memo.

Move to Approve: Richard Santos
Second: Gary Kremen
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

4.3. Board Committee Reports.

Director Hsueh reviewed the attached summary of the June 29, 2016, Board Policy Committee meeting, contained in Handout 4.3-A. Copies of the Handout were distributed to the Board and made available to the public.

5. WATER UTILITY ENTERPRISE:

5.1. Update to the California WaterFix Business Case Analysis.

Recommendation: A. Receive an update on and discuss the California WaterFix Business Case; and
 B. Receive, discuss and consider adopting a draft policy statement for the State Water Resources Control Board (SWRCB) Proceedings.

Ms. Cindy Kao, Imported Water Manager, reviewed the information on this item, per the attached Board Agenda Memo.

The Board requested that in regards to the Draft Policy Statement for the State Water Resources Control Board Proceedings contained in Attachment 5, that staff make revisions to reinstate language pertaining to a co-equal goal for habitat restoration, and that staff revise Page 1, Paragraph 3, Lines 2 and 4, Paragraph 6 Lines 2 and 5, to more clearly define the "Comprehensive Solution." The Board also suggested that staff investigate working with an external third party, to provide an additional perspective on the Draft Policy Statement.

Mr. Dick Allen, Protect our Water in San Francisco, expressed concern that there was insufficient disclosure of the funding sources for the California WaterFix contingency fund.

5.2. Sites Reservoir Project and Phase 1 Proposal to Participate.

Recommendation: Receive the information regarding participation in the development of the Sites Reservoir.

Mr. Garth Hall, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memo, and Mr. Hall and Mr. Paul Tjogas, Senior Engineer, reviewed the presentation materials contained in Attachment 6.

The Board noted the information, without formal action.

6. WATERSHEDS:

6.1. Budget Adjustment in the Amount of \$1,535,330 to the Fiscal Year 2017 Budget of the Lower Silver Creek Flood Protection and Creek Restoration Reaches 4-6 Project, Project No. 40264008 (San Jose) (District 6).

Recommendation: Approve a budget adjustment in the amount of \$1,535,330 to the FY17 budget of the Lower Silver Creek Flood

Protection and Creek Restoration R 4-6 Project, Project No. 40264008.

Move to Approve: Tony Estremera
Second: Richard Santos
Yeas: Tony Estremera, Nai Hsueh, Barbara Keegan, Gary Kremen, Linda J. LeZotte, Richard Santos, John L. Varela
Nays: None
Abstains: None
Recuses: None
Absent: None
Summary: 7 Yeas; 0 Nays; 0 Abstains; 0 Absent.

7. CHIEF EXECUTIVE OFFICER:

7.1. Chief Executive Officer Report

Mr. Rick Callender, Deputy Administrative Officer, reported on expanded outreach efforts via the private social network, Nextdoor.

Ms. Norma Camacho, Interim CEO, announced the joint meeting with San Francisquito Creek Joint Powers Authority, at 6 p.m., on July 14, 2016, in East Palo Alto; the Silicon Valley Advanced Water Purification Center Speakers Bureau presentation, on July 16, 2016, to the Cottle to Lean Neighborhood Association at the Santa Teresa Library; and a Public Pre-construction Meeting on the Lower Berryessa Project, Phase II, at 6:30 p.m, on July 20, 2016, at the Barbara Lee Senior Center, Milpitas, California.

8. ADMINISTRATION:

None.

9. DISTRICT COUNSEL:

None.

10. ADJOURN:

10.1. Board Member Reports/Announcements.

Director Hsueh reported attending the Board Policy and Planning, Landscape, and Agricultural Water Advisory committee meetings, a Developing & Recognizing Y-Generation Professionals (DRYP) meeting, a San Jose Water Company briefing, a tour of the Rinconada Water Treatment Plant, and a meeting with Interim Town of Los Gatos Manager, Mr. Les White.

Director Estremera reported attending the Recycled Water, and Audit Committee meetings, various staff meetings, and the aforementioned meeting with Mr. White.

Chairperson Keegan reported attending a briefing on Measure AA, the aforementioned Recycled Water, and Audit Committee meetings, San Jose Water Company briefing, and meeting with Mr. White.

Director Varela reported attending an India Water Summit, a City of Gilroy Mayor/City Administrator Meeting, a South County Regional Wastewater Authority meeting and briefing, a Silicon Valley Chamber Coalition meeting, and the aforementioned Board Policy and Planning, and Agricultural Water Advisory Committee meetings, San Jose Water Company briefing, and meeting with Mr. White.

Director LeZotte reported attending a meeting with San Jose City Councilmembers Don Rocha and Johnny Khamis, a Local Agency Formation Commission meeting, and the aforementioned meeting with Mr. White.

10.2. Clerk Review and Clarification of Board Requests.

Ms. Michele King, Clerk/Board of Directors, read the new Board Member Request into the record.

10.3. Adjourn to Special Joint Board Meeting with Contra Costa Water District and Tour of Los Vaqueros Watershed, at 11:00 a.m., on July 14, 2016, at 19 Walnut Boulevard, Brentwood, California.

Chairperson Keegan adjourned the meeting at 8:35 p.m. to the Special Joint Meeting with Contra Costa Water District and Tour of Los Vaqueros Watershed, at 11:00 a.m., on July 14, 2016, at 19 Walnut Boulevard, Brentwood, California.

Michele L. King, CMC
Clerk/Board of Directors

Approved:

Date: August 9, 2016



BOARD OF DIRECTORS MEETING

MINUTES

**SPECIAL JOINT MEETING AND TOUR
WITH CONTRA COSTA WATER DISTRICT
THURSDAY, JULY 14, 2016
11:00 AM**

(Paragraph numbers coincide with agenda item numbers)

CALL TO ORDER.

A Special Joint Meeting and Tour of the Santa Clara Valley Water District (SCVWD) Board and the Contra Costa Water District (CCWD) Board of Directors was called to order at 19 Walnut Boulevard, Brentwood, CA at 11:00 a.m.

ROLL CALL.

SCVWD Board members in attendance were Tony Estremera, Nai Hsueh, Barbara Keegan, Linda J. LeZotte, Richard Santos, and John L. Varela, constituting a quorum of the Board.

Director Kremen was excused from attending.

Contra Costa Water District (CCWD) Board members in attendance were Constance Holdaway, Bette Boatmun, Ernie Avila, John Burgh and Lisa Borba, constituting a quorum of the Board.

SCVWD Staff members in attendance were N. Camacho, Interim Chief Executive Officer, M. King, Clerk/Board of Directors, C. Elias, J. Fiedler, and J. Nava. Senior Assistant District Counsel A. Fulcher represented District Counsel S. Yamamoto.

CCWD Staff members in attendance were J. Brown, General Manager, D. Coty, General Counsel, M. Neher, Secretary and M. Patil.

ADOPTION OF AGENDA (Organization of Meeting).

CCWD President, Lisa Boba, confirmed that there were no changes to the agenda.

PUBLIC COMMENT.

CCWD President Boba declared time open for public comment on any item not on the agenda. There was no one present who wished to speak.

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DISCUSSION AND INFORMATION:

Los Vaqueros Expansion Project Presentation and Tour.

Ms. Marguerite Patil, Special Assistant to the General Manager, reviewed the information on this item, per the attached presentation.

At 11:50 a.m., CCWD and SCVWD board members and staff boarded a bus and toured the Los Vaqueros Dam, Old River Intake, and Transfer Pump Station in Brentwood, CA. Members of the public were invited to join. No notes were taken during the tour.

Upon conclusion of the tour, all the same CCWD and SCVWD board members and staff were present and returned to 19 Walnut Boulevard, Brentwood. SCVWD Board members acknowledged the excellent tour, information and hospitality provided by the CCWD Board members; and the CCWD Board members expressed appreciation to the SCVWD Board for participating in the tour of their facilities.

CCWD President Borba, invited the public to speak on the tour. Ms. Laura Maria, Santa Clara County constituent, expressed her appreciation for the informative tour.

ADJOURNMENT.

Chairperson Keegan, adjourned the meeting at 2:15 p.m., to the next regular meeting at 5:00 p.m. on July 26, 2016, in the District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose.

Michele L. King, CMC
Clerk/Board of Directors

Approved:

Date: August 9, 2016