



# STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)  
Terms and Conditions Template  
Rev. B [5/11/2020-6/30/2021]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water), and CDM SMITH, INC., a California corporation (Consultant), individually the Party or collectively the Parties.

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

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

## SECTION ONE

### SCOPE OF SERVICES

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

## SECTION TWO

### DUTIES OF CONSULTANT

#### 1. Performance

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

## **2. Consultant Controlled Areas**

To the extent that the Consultant performs field operations pursuant to the Scope of Services, Consultant is responsible for the security and safety of the area(s) it controls.

## **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 Valley Water's request documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be "Public Works" pursuant to California Labor Code section 1720(a)(1).

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

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

## **5. Errors and Omissions**

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

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

- A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with Valley Water Microsoft Office software and AutoCAD software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.

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- B. Engineering drawings prepared by Consultant must be in compliance with Valley Water'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 Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the Consultant.

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

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

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#### H. Consultant's Subconsultants

- 1) Valley Water Project Manager may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
- 2) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same Scope) or a new Subconsultant is added (to perform new Scope), provided the firm complies with all insurance requirements established by Valley Water for such work; such approval will be confirmed in writing.

### 8. Compliance with All Laws

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

### 9. Occupational Safety and Health

- A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.

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- B. Consultant shall immediately notify Valley Water in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon Valley Water's request, Consultant shall provide Valley Water with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

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

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

## **11. Standard of Care**

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

## **SECTION THREE**

### **DUTIES OF VALLEY WATER**

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

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

## **2. Review of Deliverables**

- A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.
- C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.
- D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.
- E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.
- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by Valley Water, will not result in additional costs or expenses to Valley Water.

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

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

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## SECTION FOUR

### FEES AND PAYMENTS

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

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to the Consultant according to the terms provided for herein and in the Schedule, Attachment One, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services.
- B. Upon the written approval of Valley Water Deputy Operating 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.
- C. Upon the written approval of Valley Water Deputy Operating 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 revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current IRS rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

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## 2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
- 1) Employee classification and name itemized with all labor charges by Service task;
  - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
  - 3) Other direct charges and expenses by Service task;
  - 4) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in the Schedule, Attachment One, Fees and Payments; and
  - 5) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. Valley Water'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 Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.
- 1) The monthly progress report shall include:
    - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
    - b. A look-ahead schedule listing deliverables and activities planned for the next two months;



- c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
  - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
  - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
  - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
  - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
  - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
  - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices as follows:
- 1) Electronic copies to be sent via email: [apinvoice5750@valleywater.org](mailto:apinvoice5750@valleywater.org);
  - 2) Hard Copies to be sent 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 confirm that each invoice provides sufficient detail to justify its payment, and at a minimum must contain the following information:

- 1) Agreement Number;
  - 2) Full Legal Name of Consultant/Firm;
  - 3) Payment Remit-to Address;
  - 4) Invoice Number;
  - 5) Invoice Date (the date invoice is mailed);
  - 6) Detailed description of Services provided, including the “distribution account(s)” for those Services;
  - 7) Number of hours spent by each person rendering Services and a brief description of the Services rendered by that person; and
  - 8) Beginning and end date for billing period that Services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.
- H. Valley Water Project Manager will review Consultant’s written invoice within five Valley Water business days of receipt, address any questions with Consultant’s Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.
- I. 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.
- J. Consultant shall ensure that its personnel providing Services under this Agreement track their time doing so.

### **3. Prevailing Wages**

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

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

- (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, “construction” includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this

paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."

- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, in electronic or hard copy format, at Valley Water's discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.
- G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

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

#### 4. Retention

- A. Unless otherwise specified in the Schedule, Attachment One, Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice subtask, up to 50% of the upper limit of that subtask, will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables for that subtask, in the applicable Schedule, and as stated in Section Three, Duties of Valley Water, subsection 2. Review of Deliverables. No retention will be withheld on the progress payments on the remaining 50% of the upper limit of each subtask.
- B. Retention withheld on any subtask will be returned to Consultant within two-and-a-half (2.5) years since retention is first withheld on that subtask, or according to the terms of A. above, whichever occurs sooner.

## **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 Valley Water.

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

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

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

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

#### **4. Project Delays**

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

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

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

## **SECTION SIX**

### **AGREEMENT MODIFICATIONS**

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

## SECTION SEVEN

### TERM AND TERMINATION

#### 1. Term & Automatic Termination

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

#### 2. Valley Water Rights

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

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

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

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

### 4. Survival

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

## SECTION EIGHT

### INDEMNIFICATION

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

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## **SECTION NINE**

### **INSURANCE REQUIREMENTS**

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

## **SECTION TEN**

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

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

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

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

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

#### **3. Copies of Data**

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

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

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

## **5. Work for Hire**

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

## **6. Copyright Claims**

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

# **SECTION ELEVEN**

## **EQUAL OPPORTUNITY**

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

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

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

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 Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

### 3. Investigation of Claims

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

## SECTION TWELVE

### MISCELLANEOUS PROVISIONS

#### 1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule(s), Attachments to the Schedule(s), and all executed Task Orders, 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

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

- 6) Any other requirements that are deemed necessary by Valley Water; and
- 7) Execution of the Agreement by Valley Water.

### **3. No Assignment**

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

### **4. Reasonableness**

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

### **5. Gifts**

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

### **6. Audits**

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

## **7. Force Majeure**

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

## **8. Binding Effect**

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

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

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, 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 Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.
- D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.
- E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

## 11. Release of Information Prohibited

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

## 12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
  - 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
    - a. Within 30 calendar days of the effective date of this Agreement; or
    - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
  - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a change to their disclosure information.



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

### 13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard Consultant Agreement, Appendix Three, Task Order Template). The proposed Task must identify the following:
  - 1) Description of the services, including deliverables;
  - 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
  - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to Valley Water's Project Manager;

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

#### **14. Good Neighbor**

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

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

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

## **16. Taxes and Benefits**

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

## **17. Nonwaiver of Rights**

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

## **18. Notices**

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

VALLEY WATER:

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

CONSULTANT:

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

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

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

## **20. Severability**

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

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## 21. Debt Limitation

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

## 22. Appendices

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

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

## 23. Schedule(s) and Attachments

Schedule PM, Scope of Services, and its Attachments are incorporated herein by this reference as though set forth in full:

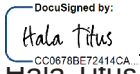
Attachment One - Fees and Payments  
Attachment Two - Schedule of Completion  
Attachment Three - Consultant's Key Staff and Subconsultants  
Attachment Four - Reference Materials

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

**SANTA CLARA VALLEY WATER DISTRICT**  
Valley Water

**CDM SMITH, INC.**  
Consultant

By: \_\_\_\_\_  
John L. Varela  
Chair Pro Tem  
Board of Directors

By:  \_\_\_\_\_  
Hala Titus  
Senior Vice President

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

Date: 6/6/2022

ATTEST:

Consultant's Address:  
2300 Clayton Road, Suite 950  
Concord, CA 92520

\_\_\_\_\_  
Michele L. King, CMC  
Clerk, Board of Directors

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

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

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

- A. For any agreement to be awarded for planning, design, construction management or the construction of any project that is related to the Services provided pursuant to this Agreement for Valley Water's planned public-private partnership (P3) Design-Build-Finance-Operate-Maintain (DBFOM) project;
- B. In response to any request for proposal or Valley Water solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- C. For any single or sole source products/services related to the Services pursuant to this Agreement or have a financial stake in any single or sole source products/services resulting from this Agreement.

**2. Dispute Resolution**

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

**3. Task Order Approvals**

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water Deputy Operating Officer unless delegated to an Assistant Operating Officer or Unit Manager.

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

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

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

**2. Dispute Resolution**

**A. Alternate Dispute Resolution**

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

B. Consultant and its Subconsultants will participate in all ADR efforts.

**3. Negotiations Before and During Mediation**

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

**4. Voluntary Mediation**

**A. Initiation of Mediation**

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

**B. Request for Mediation**

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

**C. Selection of Mediator**

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

**D. Qualifications of a Mediator**

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



**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

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

**E. Vacancies**

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

**F. Representation**

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

**G. Time and Place of Mediation**

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

**H. Identification of Matters in Dispute**

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

**I. Authority of Mediator**

- 1) The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute.

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

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

**J. Privacy**

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

**K. Confidentiality**

Except as provided by California or federal law or regulation:

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

**L. No Stenographic Record**

There shall be no stenographic record of the mediation.

**M. Termination of Mediation**

The mediation shall be terminated:

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

**N. Exclusion of Liability**

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

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

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

**P. Expenses**

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

**5. Compensation for Participation in Mediation**

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

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

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

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

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

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

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

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

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

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

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements
  - A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
  - B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

Signatures:

Signature:

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

\_\_\_\_\_  
DATE

Signature:

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

\_\_\_\_\_  
DATE

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

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

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

**Certificates of Insurance**

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

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

The certificates will:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement A4632A / PB No. VW0074**



**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

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

**Maintenance of Insurance**

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

**Renewal of Insurance**

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

Consultant shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Agreement A4632A / PB No. VW0074**

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

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**Required Coverages**

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

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

General Liability insurance must include:

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

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

**\$5,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

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

**\$50,000,000** per claim/ **\$50,000,000** aggregate

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

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

**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

**General Requirements**

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

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

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

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

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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

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

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

<b>Umbrella:</b>	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

<b>Workers Comp:</b>	A.	Limits <b>(\$1,000,000)</b>	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

<b>Professional Liability:</b>	A.	Limits <b>(\$50,000,000)</b>	
	B.	Cancellation Endorsement	

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## **SCHEDULE PM SCOPE OF SERVICES**

### **1. Representatives**

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

Girle Jacobson (Valley Water Project Manager)  
Senior Engineer, Treatment Plant Design  
Water Supply Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 398-7562  
Email: [gjacobson@valleywater.org](mailto:gjacobson@valleywater.org)

Kirsten Struve  
Assistant Officer  
Water Supply Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 613-0566  
Email: [kstruve@valleywater.org](mailto:kstruve@valleywater.org)

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

Phone: (415) 610-8527  
Email: [vgin@valleywater.org](mailto:vgin@valleywater.org)

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

Jan Davel (Consultant Project Manager)  
Vice President  
2300 Clayton Road, Suite 950  
Concord, CA 94520

Phone: (925) 296-8066  
Email: [daveljl@cdmsmith.com](mailto:daveljl@cdmsmith.com)

## **SCHEDULE PM SCOPE OF SERVICES**

Hala Titus (Consultant Principal Officer)  
Senior Vice President  
2300 Clayton Road, Suite 950  
Concord, CA 94520

Phone: (925) 933-2900  
Email: [titushz@cdmsmith.com](mailto:titushz@cdmsmith.com)

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

- A. This Schedule PM, Scope of Services (Scope of Services) describes the professional project management, technical advisory, and Owner's representative services that Consultant will provide for Valley Water's planned public-private partnership (P3) Design-Build-Finance-Operate-Maintain (DBFOM) Purified Water Project (PWP). The PWP will take treated wastewater flows and, using advanced water purification technologies and processes, convert it into purified water that is delivered to recharge ponds for percolation into the groundwater basin for indirect potable reuse.
- B. The Scope of Services includes (i) project planning and pre-procurement services, (ii) PWP P3 procurement services (P3 Procurement) including evaluation of proposals and support in negotiating a written agreement (Project Agreement) with the successful PWP proposer (Project Company), (iii) support services consistent with the rights and responsibilities assigned to Valley Water in the Project Agreement during the "design" and "build" phases of the PWP, including reviewing design and construction aspects of the PWP, and (iv) assisting Valley Water consistent with the rights and responsibilities assigned to Valley Water in the Project Agreement during the testing, start-up and commissioning (TSC) phase of the PWP.
- C. This Agreement does not restrict Valley Water's discretion to retain other consultants and third-party service providers to assist Valley Water in ensuring the successful completion of the PWP, including the P3 Procurement process, and exercising the rights and satisfying the obligations assigned to Valley Water in the Project Agreement.

### **3. Purified Water Project Objectives**

- A. Currently, Valley Water is contemplating a PWP that requires the Project Company to design, build, finance, operate and maintain facilities that will produce 11,200 acre-feet per year (AFY) of purified water suitable for indirect potable reuse and conveyed to Valley Water's Los Gatos Recharge System. Major physical infrastructure of the PWP will include:
  - 1) Advanced water purification facility with full advanced treatment
  - 2) Infrastructure to manage residuals, including reverse osmosis concentrate
  - 3) Conveyance pipelines and pump stations
  - 4) Discharge facilities at groundwater recharge ponds
  - 5) Monitoring well



## SCHEDULE PM SCOPE OF SERVICES

### 4. Purified Water Project Background

- A. The mission of Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship in Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit [www.valleywater.org](http://www.valleywater.org).

- B. Valley Water's Board of Directors established a goal to increase recycled water use, such that reuse supplies meet 10 percent of total countywide demands by 2025 and up to 24,000 AFY by 2040. There are many drivers for diversifying and expanding the county's water supply portfolio, including population/ economic growth, increasing climate uncertainty, and other challenges to supply resilience. Recent technological advancements and regulatory developments have made it possible for Valley Water to pursue water reuse as a viable local, drought-resilient potable supply.
- C. Valley Water seeks a Project Company that will reliably produce and convey up to 11,200 AFY of purified water suitable for indirect potable reuse. Tertiary treated wastewater from a partner wastewater agency (Partner Agency) will be sourced and treated at a new advanced water purification facility (AWPF) that is constructed as part of the PWP and conveyed approximately 20 miles south to the Los Gatos Recharge System (LGRS) in the City of Campbell to replenish the groundwater.
- D. In April 2021, Valley Water released the P3 Procurement Request for Qualification (RFQ) for the PWP, which resulted in shortlisting four (4) P3 entities (P3 Proposers).
- E. The work completed by the Consultant under this Agreement will result in managing the various aspects of the PWP including the preliminary work leading up to the Project Company selection, and oversight of the Project Company's deliverables related to the design and construction of the future AWPF in accordance with the rights and responsibilities assigned to Valley Water in the Project Agreement.

### 5. Assumptions and Requirements

#### A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and support the PWP schedule and confirm that all services and deliverables meet the Project Company's obligations to Valley Water under the Project Agreement.

## SCHEDULE PM SCOPE OF SERVICES

- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in five (5) copies if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** Valley Water will have the opportunity to review and comment on all Consultant's deliverables (reports/memoranda, plans, specifications, cost estimates, etc.) and forward them to the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. If requested, the Consultant will perform the applicable Agreement tasks and/or subtasks following the QEMS framework. In such situations, the VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction before the preparation of such deliverables.
- 5) **Consultant Responsibility.** The Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 7. Scope of Services.
- 6) **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 (Egnyte) for managing the Scope of Services is maintained by Valley Water. Consultant shall support Valley Water's transition of documentation to Consultant's a new document control system as needed and agreed to by both parties.
- 7) **File Exchange Service.** The Consultant will use Valley Water's Egnyte file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. If transmitting or receiving information does not occur on time, Valley Water will not be responsible for delays in completing the Scope of Services. As necessary, the Consultant will coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

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## **SCHEDULE PM SCOPE OF SERVICES**

### **B. Assumptions**

#### **1) Consultant Scope Assumptions**

- a. The Consultant will, based on its professional expertise, support Valley Water during the P3 Procurement's Request for Proposal (RFP) process. This includes reviewing each P3 Proposer's technical plans and proposal and providing technical advisory services on the technical aspects of the PWP, including reviewing each P3 Proposer's plans for feasibility and confirmation that the PWP can be designed, permitted, and completed based on such plans.
- b. Once the Project Company is selected to implement the PWP, an Independent Engineer will be hired by the Project Company and Valley Water to be an independent certifier of the quality of Contract Services and compliance of Project Company with the requirements of the Project Agreement. The Consultant will continue to review design and construction aspects of the PWP on behalf of Valley Water, in accordance with the rights and responsibilities assigned to Valley Water in the Project Agreement. Valley Water may at its option share the Consultant's analysis with the Independent Engineer and at times the Consultant will be asked to coordinate directly, on behalf of Valley Water, with the Independent Engineer.
- c. Although the Project Company will finance, design, construct, and operate the PWP, Valley Water will rely on the Consultant's expertise in the exercise of Valley Water's rights and responsibilities set out in the Project Agreement, including implementing the tasks indicated above. The Parties acknowledge that the Consultant will not design or construct the PWP.
- d. There are other Valley Water employees and consultants working on various aspects of the PWP. The Consultant will support and coordinate with them and integrate into the existing PWP Consultant Team while effectively carrying out the Scope of Services.

#### **2) Valley Water Responsibilities**

- a. Valley Water, at its discretion, will keep the Consultant informed of critical communications that it becomes aware of, and will schedule meetings relevant to the PWP.
- b. Valley Water, at its discretion, will make key staff available for consultation as reasonably requested by the Consultant.
- c. Consultant is not required to be co-located at Valley Water's offices. Valley Water, at its discretion, will provide logistical support when Consultant staff is working at Valley Water's offices including drop-in workspace, meeting rooms, phone and computer equipment, and clerical assistance, as reasonably needed to carry out the Scope of Services.

## SCHEDULE PM SCOPE OF SERVICES

- d. Valley Water will provide document reproduction services as reasonably needed.

### 3) Consultant Key Roles and Responsibilities

a. Program Manager [Executive-in-Charge]:

- The primary role of this person is to act as Valley Water's main contact regarding the P3 Procurement and PWP delivery, including exercising the rights and satisfying the obligations of Valley Water in a manner that is consistent with the terms of the Project Agreement. This person will have an overall understanding of the current status, challenges, issues and needs of the P3 Procurement and delivery of the PWP and will provide guidance to Valley Water in those areas. This includes coordinating the efforts of Consultant's project team and Valley Water's employees and consultants assigned to the PWP to help ensure that the P3 procurement stays on schedule and that the PWP is delivered in accordance with the terms of the Project Agreement.

b. Lead P3 Technical Advisor

- The primary role of this person is to coordinate and deliver all technical advisory services related to the P3 procurement and PWP, including ensuring the technical requirements of the PWP are feasible and clearly defined. This person will be part of Valley Water's advisory team and coordinate the delivery and oversee all technical advisory activities related to the P3 procurement and PWP. This person will be a licensed professional engineer in California and will review, revise and/or draft PWP technical requirements and performance standards, establish and calibrate deduction regimes, perform technical review and evaluation of P3 proposals, and assist in negotiating the technical terms of the Project Agreement.

c. Engineer Owner's Representative

- The primary role of this person is to provide expertise and oversight of the PWP on behalf of Valley Water during its design, construction, and commissioning phases, in accordance with the rights and responsibilities assigned to Valley Water in the Project Agreement.

d. Pre-Award Project Manager

- Pre-Award Project Manager – The primary role of this person is to manage the pre-award activities, including planning and organizing the work of Consultant's subordinate staff members who are assisting in the P3 Procurement. This person will also coordinate the efforts of Consultant's staff and Valley Water's staff and other consultants assigned to the P3 Procurement effort.
- Pre-Award Design Engineers – The primary role of this person is to review and advise on technical aspects of the P3 Procurement documents, including ensuring the RFP technical requirements define a PWP that is feasible, constructable, and compliant with legal/regulatory requirements.

## SCHEDULE PM SCOPE OF SERVICES

- Pre-Award Environmental Manager – The primary role of this person is to: review and advise on environmental documents; support and coordinate with Valley Water’s environmental consultants; coordinate with Valley Water staff and consultants to obtain permits from local, state, and federal agencies; and provide expertise and support on environmental laws applicable to the PWP and federal National Environmental Policy Act (NEPA) requirements.

### 6. Preliminary Schedule for P3 Procurement and PWP

The preliminary schedule for the P3 Procurement and PWP is as follows:

<u>Major Milestones</u>	<u>Estimated Date</u>
1. PWP DBFOM Procurement	2022-2023
2. Design-Build Phase	2023-2027
3. Start of Operation	2028

### 7. Scope of Services

This Scope of Services describes the tasks to be undertaken by the Consultant to perform Project Management, Technical Advisory Services, and Owner’s Engineer Representative Services for the P3 Procurement and PWP.

The description of tasks below and their associated level of effort and cost are based on the current understanding of the Scope of Services. The tasks and their associated level of effort and cost may be decreased or increased by Valley Water, as it deems necessary, to reflect changing needs to support the P3 Procurement and PWP.

To move forward with the P3 Procurement and oversee the implementation of the PWP consistent with Valley Water’s rights and obligations under the Project Agreement, the following category of tasks have been identified:

- Task 1 – Fast Start Activities
- Task 2 – Project Management and Delivery of the PWP
- Task 3 – Technical Advisory Services
- Task 4 – Owner’s Engineer Representative
- Task 5 – Supplemental Services

#### Task 1 - Fast Start Activities

- 1.1 Consultant will coordinate, organize, and participate in an initial kick-off meeting of the PWP Project Management Team, which includes Consultant, Valley Water staff and other Valley Water consultants assigned to assist with the P3 Procurement and PWP. Consultant will also work with Valley Water to identify other key Valley Water internal and external stakeholders to participate in the kick-off meeting. Consultant will develop communication protocols that maximize the efficient and effective communication among the PWP Project Management Team members for their assigned efforts for the P3 Procurement and PWP. Consultant will initiate and complete Task 1 before the release of the RFP for the PWP, which is tentatively scheduled for mid-2022.

## SCHEDULE PM SCOPE OF SERVICES

- 1.2 As part of the PWP Project Management Team, Consultant will integrate its efforts seamlessly into the ongoing P3 Procurement effort and existing PWP governance and reporting structure.
- 1.3 Review Existing PWP Information and Background
- 1.3.1 Consultant will direct its staff approved by the Valley Water Project Manager to undertake this task 1.3.1 to conduct an effective review of existing P3 Procurement and PWP documentation, including, but not limited to:
- PWP Request for Qualification and RFP Documents, including clarifications and amendments
  - Shortlisted Proposer Statement of Qualifications for the PWP
  - Project Management documents, including schedule, cost, organizational structure, and charter
  - Countywide Water Reuse Master Plan and related documents
  - City of Palo Alto Lease and Reverse Osmosis Concentrate Agreements
  - PWP Technical Requirements and associated documents.
- 1.3.2 Consultant will prepare and provide the Valley Water Project Manager with a proposed schedule of additional meetings not to exceed 1-hour over an assumed three-month period that include assigned Consultant team members, Valley Water staff and consultants, internal and external stakeholders, and partner Cities whose attendance the Consultant reasonably believes are necessary to ensure Consultant's staff members have the requisite information to carry out their assigned responsibilities related to the P3 Procurement and/or PWP. The schedule should identify what the Consultant seeks to accomplish during each meeting. Once this proposed schedule of meetings is finalized by the Consultant and approved by Valley Water Project Manager, the Consultant will organize and conduct those meetings pursuant to the schedule, including preparing meeting agendas and minutes.
- 1.4 Quality Assurance of Draft P3 RFP Technical Requirements
- 1.4.1 Consultant will provide an engineering review and provide quality assurance (QA) of the draft PWP technical requirements set forth in the RFP, reference documents and technical memorandums and reports, and other technical components that will be included in the RFP and Project Agreement. Consultant will review those technical requirements (contained both in the RFP and Project Agreement) for constructability, legal/regulatory compliance, clarity, appropriateness, consistency, and accuracy. Consultant will identify potential gaps and provide recommendations for timely release of the P3 RFP, and document Consultant's efforts in a technical memorandum. The lead person(s) that the consultant assigns to conduct the review shall be a licensed professional engineer in the State of California.

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## SCHEDULE PM SCOPE OF SERVICES

- 1.4.2 Consultant will review and advise on suggested revisions to the technical requirements in the RFP and Project Agreement, and reference documents to ensure the selected Project Company is obligated to comply with all: (i) local, State, and federal regulatory requirements, including all permit conditions to construct the PWP; and (ii) real property requirements (including those contained in easements, leases, and real property licenses) required for the construction and operation of the PWP. Consultant will also ensure the RFP, Project Agreement, and/or reference documents address roles and responsibilities, and other aspects of the PWP as requested by Valley Water.
- 1.4.3 Consultant will provide technical support to address potential gaps; provide appropriate revisions and/or develop needed information to support the P3 Procurement, including development of the RFP and Project Agreement; and provide other technical assistance as requested by Valley Water.
- 1.4.4 The documents, reports, data, and information that are relevant to the P3 Procurement and/or PWP included, but are not limited to, the following:
- Baseline design and pipeline alignments
  - PWP quality management system and control plan requirements
  - Performance requirements and design criteria
  - Flows and water quality requirements
  - Detail Design & Construction requirements and standards
  - Design review procedures
  - Construction requirements and issues, including schedule, long-stop date, LD's, bonding
  - Start-up, Commissioning, and Acceptance requirements, standards and procedures
  - O&M requirements and standards
  - Deduction Regime, including performance standards, rectification periods, total and partial unavailability, calculations
  - Hand back Standards including remaining useful life, procedures, accounts
  - Technical submission requirements and evaluation criteria
  - Project Roles and Responsibilities
  - RFP References including technical memorandums, reports, and analysis
  - Data Room Documents
  - Regulatory compliance requirements and issues
  - Permit Requirement analysis table, schedule, and procedures
  - Right of way and easement risk analysis table and acquisition procedures
  - Outreach Plan and procedures
  - ROC Management Plan
  - Hazardous material documents
  - Geotechnical Investigation Reports
  - HSLA Phase 1 and 2 Reports

Consultant's Program Manager will inform Valley Water Project Manager of which documents, if any, it believes each team member should review. The writing should identify estimated time and why it is necessary for that team member to review the document(s) to carry out the portion of the Scope of Services assigned to him/her by the Consultant.



## SCHEDULE PM SCOPE OF SERVICES

### 1.5 Support Finalizing P3 Procurement Documentation

- 1.5.1 As part of the PWP Consultant team, Consultant will support Valley Water and other PWP Consultant Team members in finalizing the draft P3 Procurement documentation, as well as with data room management, prior to the PWP RFP launch as requested by Valley Water.
- 1.5.2 Consultant will support Valley Water with briefings and discussions on technical and engineering issues related to the P3 Procurement. Assume three (3) 1-hour briefings.
- 1.5.3 Consultant will participate in PWP Consultant Team meetings, as requested. Assume four (4) 2-hour meetings.

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

- 1. Technical Memorandum (Draft and Final) identifying:
  - Potential gaps related to project management of the P3 Procurement and PWP and recommendations (Task 1.3)
  - QA review and identifying potential gaps and recommendations (Task 1.4)
- 2. Meeting Agenda and materials as needed (Task 1.5)
- 3. Summary of each meeting as needed (Task 1.5)

#### **Task 2 - Project Management and Delivery of the PWP**

##### 2.1 Develop Project Management Work Plan

Consultant will prepare a program management work plan for the P3 Procurement and PWP focusing on delivery of an indirect potable reuse, groundwater replenishment project using the DBFOM method. The work plan shall include the roles and responsibilities and schedule for the P3 Procurement and the Design-Build Phases of the PWP. The Consultant's project management approach must ensure the effective management and administration of the P3 Procurement and PWP, including processes, procedures, techniques and methods to ensure consistency with Valley Water's rights and obligations in the Project Agreement. It must include appropriate communication protocols, and document control and other administrative procedures. The work plan will integrate and consolidate all project management policies and processes including all of the following:

- 2.1.1 Internal Communication Plan: Establish communication procedures between the Consultant, Valley Water staff, other Valley Water Consultants, shortlisted P3 Proposers, and Project Company and coordinate with Valley Water Communications Unit to develop communications plans for the Board of Directors (Board) and external stakeholders. Consultant will facilitate a 1-hour meeting to review Valley Water comments on the Draft Project Management Work Plan.

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## SCHEDULE PM SCOPE OF SERVICES

- 2.1.2 Project Management Procedures: Establish procedures for: milestones criteria and review procedures, schedule and cost monitoring and reporting procedures, and project status reporting. Review project management, change control, QA, performance monitoring, and status reporting procedures consistent with Valley Water's rights and obligations under the Project Agreement. Identify changes and/or enhancements to existing procedures for adoption by and use in the P3 Procurement and Design-Build phases of the PWP.
- 2.1.3 Change Management Plan: Establish change identification, communication, documentation, tracking, and resolution procedures, delegated authority levels and change escalation procedures related to the P3 Procurement and delivery of the PWP.
- 2.1.4 Decision Making and Issue Resolutions: Establish decision-making and issue resolution procedures and guidelines, by defining the structure and procedure for decision making, establishing a decision escalation chart, and establishing escalation procedures. Document all major decisions and track using a Decision Log Process within the Project Management Information System (PMIS) or prevailing Valley Water document managing system (i.e., Egnyte). Prepare a Level of Authority Matrix to outline decision making authority, and change approvals. Develop processes that define issue identification, management, tracking, and resolution, along with designated Valley Water staff resolution authorities.
- 2.1.5 Stakeholder Outreach and Engagement Procedures: Confirm external and internal stakeholders with Valley Water and develop procedures for stakeholder outreach and engagement. Develop and maintain stakeholder database.
- 2.1.6 Cost Management Procedures: Establish cost estimating and budgeting preparation guidelines, cost tracking and reporting processes, and budget change management procedures.
- 2.1.7 Resource Management Plan: Develop project management staff planning criteria, budgeting, and approval guidelines; resource monitoring procedures; and performance management.
- 2.1.8 Request for Clarification/Information Management Process: Develop a process to review and respond to requests for clarification/information received from P3 Proposers related to the PWP RFP.
- 2.1.9 Administrative Procedure: Develop correspondence formatting, tracking, and logging procedures; filing system standards, meeting agenda and minutes preparation; and invoice preparation and review procedures.
- 2.1.10 Document Management: Research Valley Water's existing document management (DM) system (Egnyte) and build on the existing DM guidelines. Build on the established DM procedures including filing systems, information, and document management, records archives, and photography.

## SCHEDULE PM SCOPE OF SERVICES

### 2.2 Update Risk Management Plan (RMP)

- 2.2.1 Validate and modify, as needed the existing Purified Water Project Risk Management Plan to incorporate the P3 Procurement and Design-Build Phases of the PWP.
- 2.2.2 Consultant will update and maintain the RMP that will include the identification of all known risks, potential impacts and probability, risk response strategies, and mitigation measures which will minimize or quickly resolve impacts related to Valley Water rights and obligations under the Project Agreement.
- 2.2.3 On a monthly basis during the Design-Build Phases of the PWP, Consultant will conduct a formal review of the RMP and conduct follow-up assessments as needed. These reviews will be supported by a risk analyst from Consultant's firm. On a quarterly basis, the risk analyst will facilitate the 1-hour risk assessment meeting to discuss issues in more detail.
- 2.2.4 Develop a risk management planning tool (RMP Tool) to track information about risks. The risk management planning tool will include mitigation strategies and contingency planning. It is expected that the Project team will use the risk planning tool to develop and document contingency plans for high priority risks. Consultant will facilitate a 1-hour risk workshop to be attended by Valley Water staff and consultants to review and finalize preliminary risk allocations and cost estimates.
- 2.3 Develop the Quality Assurance (QA) Plan: Consultant will prepare a QA Plan containing procedures that will enable Valley Water to monitor Consultant's performance of the Scope of Services, and to effectively review P3 proposers deliverables and submittals, including quality management plans, construction submittal and project submittal drawings and specifications related to the RFP Technical Requirements, industry standards and accepted professional practices for both RFP Procurement and Design-Build Phases of the PWP. Consultant will include in the QA Plan the procedures to review and approve alternative technology and designs proposed by short-listed P3 Proposers and Project Company. Consultant will conduct a 1-hour meeting to review the QA Plan.
- 2.4 Develop PWP Schedule: Develop the overall PWP Schedule to demonstrate all activities required by the P3 Proposers, Project Company, Consultant, Valley Water and other consultants to deliver the PWP in accordance with its objectives, goals, and milestones including the P3 Procurement, RFP process including selection of the Project Company and construction and delivery phases of the PWP. It will also show the critical path of the schedule, i.e., the longest path through the various projects, which determines the earliest date that the PWP can be completed; available float, i.e., the time a project or an activity can be delayed before it affects the PWP completion date; preceding and successor activities; activities remaining durations; percent complete; percent progressed; and responsibility codes. The responsibility code will help assign risk activities to the responsible party. The PWP schedule will incorporate design-build schedule developed by the Project Company.

## SCHEDULE PM SCOPE OF SERVICES

- 2.4.1 The schedule will include all milestones from PWP's start to finish. These milestones will logically link to appropriate activities. The Consultant will apply all changes in forecast dates, reflected throughout the schedule.
- 2.4.2 Update the schedule on a regular basis, the frequency of which (generally agreed upon based on risk and visibility) will be monthly.
- 2.5 Update PWP Cost Estimates:
  - 2.5.1 Review and verify as requested by Valley Water the PWP cost estimate, including O&M cost estimate, using the Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate level of effort approach. Cost estimates for the most significant lines of the work breakdown structure will be "bottom-up" estimates. The basis for field and office overhead, other markups, contingencies, and profit will be clearly identified in the estimate.
  - 2.5.2 Consultant will provide program-specific input to Valley Water's Capital Improvement Program, and long-term financial forecast on an annual basis, as requested.
- 2.6 Conduct Overall PWP Progress Reporting: Consultant will conduct weekly 1-hour overall PWP progress meetings and prepare weekly PWP Progress Reports that document work completed by Valley Water, Project Company, Consultant, other Valley Water consultants, and others. The report will summarize risk status (Top 5 - schedule and cost); critical decisions for the next period; issues, concerns, and potential actions; upcoming meetings, workshops, and events; and changes to the PWP baseline schedule.
  - 2.6.1 Consultant will monitor and track the actual progress and completed activities against the planned activities and prepare a weekly progress report for the status of the PWP that will be a high-level summary of the week's activities. In addition, Consultant will conduct weekly 1-hour PWP Progress meetings. Weekly report will also include an overall analysis of the PWP progress including issues and concerns and a look-ahead schedule for the following week's activities. Consultant will review Independent Engineer's comprehensive progress reporting of the PWP.
  - 2.6.2 Consultant will develop a program-level status PWP progress report template for Valley Water's approval.
  - 2.6.3 Consultant will monitor and track the budget and schedule of the PWP and report any early warning indicators to the Valley Water PM, while monitoring these are addressed in a timely fashion. Consultant will update PWP cost and schedule as needed throughout the PWP and provide necessary documentation. Consultant will prepare a comprehensive schedule tracking report Monthly. Consultant will review Independent Engineer's comprehensive monitoring and tracking effort.

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## SCHEDULE PM SCOPE OF SERVICES

### 2.7 Conduct PMC Contract Status Reporting

- 2.7.1 Consultant shall hold monthly 1-hour progress meetings virtually or in-person at the Valley Water's discretion, once Valley Water facilities are open to the public, at the Valley Water Headquarters Office (5700 Almaden Expressway, San Jose, CA 95118), to inform of the Consultant's progress in completing the Scope of Services and the Consultant's future efforts in completing the Scope of Services. At least one week prior to the meetings, Consultant shall prepare and distribute the agenda to Valley Water in electronic format. At each progress meeting, Consultant shall prepare and provide a Monthly Management Progress Report which focuses on the Consultant's status of completing the Scope of Services and coincides with the monthly invoice period. Key members of the Consultant team shall conduct their own internal biweekly 1.5-hour coordination meetings to facilitate information exchange and overall team effort synergy. Progress report format shall be approved by Valley Water.
- 2.7.2 Following each progress meeting, Consultant shall prepare and submit a draft electronic copy of meeting summary notes to Valley Water Project Manager for review and comment. Consultant shall incorporate review comments and shall submit final meeting notes to the Valley Water Project Manager.
- 2.7.3 Monthly Progress reports shall include all of the following:
- 1) Progress Statement. This shall confirm, in writing, whether or not the Scope of Services are on schedule and whether each task is on track to be completed within the not-to-exceed fee for that task. In addition, the Progress Statement will summarize problems, if any, that may impact Consultant's ability to satisfy the requirements of the Agreement.
  - 2) Budget Status. For each task, Consultant will state the percentage of services performed versus the percentage of Agreement not-to-exceed fees incurred for such task, and will provide an explanation of any significant variances in percentage of services performed compared to percentage of fees incurred.
  - 3) Scope Update and Control Status. Consultant will prepare a narrative that summarizes overall progress in completing the Scope of Services, including accomplishments such as milestones and deliverables completed, the Tasks and Subtasks that were actively performed during the reporting period, anticipated work for the next month, issues encountered or anticipated, the Tasks that have not been started as planned or will be completed later than planned and proposed, explanations for any major variances to complete each Task within the not-to-exceed fee assigned to that task, and a plan for recovering any reported delay or bringing anticipated cost variances into alignment with the agreed upon not-to-exceed fee.
  - 4) Fee Update. The fee update will show the current period and accumulated fees to date on a Subtask and Task basis, the not-to-exceed fee for each Task, the Agreement total not-to-exceed fee, the estimated cost to complete the Scope of Services, and a comparison of the latter two to show any variation. The fee update will identify cost issues and measures to be taken to remedy issues.



## SCHEDULE PM SCOPE OF SERVICES

- 5) Schedule Update. This will include a four-week look-ahead schedule that will encompass work for the next reporting period and will address any changes to the Schedule of Completion shown in Appendix Three. This update will compare the actual progress to the adopted baseline schedule, include analysis of critical tasks to identify potential delays, include methods to bring or accelerate these critical tasks to bring the overall project in conformance with the Baseline Schedule, and reconcile scope and cost changes that impact schedule. This update will also include explanations for any changes and resulting impacts to the project schedule. This schedule update will also include approved and forecasted milestone dates.
- 6) Decision Log. Consultant will maintain a record of all decisions made during the course of the Agreement. For each decision, the log will include the date(s), key factors discussed, the decision made, and impacts, if any, on scope, schedule, and fees. The Decision Log will be updated by the Consultant prior to the progress meetings and will be used for discussion purposes.
- 2.8 Management of Meetings: Consultant will organize and conduct the following meetings at a frequency mutually agreed upon or as directed by Valley Water. Consultant will prepare agendas and minutes for these meetings.
- 2.8.1 1-hour progress meetings with various project management teams, Valley Water staff and other participants as necessary to discuss the progress and planned work, issues undertaking any of the tasks in the Scope of Services, potential changes, the review of recent activities and agenda items, exchange of new information, planning and coordination of upcoming design/construction and related activities, as well as any other areas for discussion.
- Consultant's participation as follows:
- Program Manager: two (2) meetings per month for contract term
  - Lead P3 Technical Advisor: two (2) meetings per month for 2.5 years
  - Select Leads: one (1) meeting per month for 2.5 years
- 2.8.2 Special 1-hour technical meetings to resolve issues with the short-listed firms, Project Company, project management teams, external public and private agencies and stakeholders, designers, contractors, utilities, regulatory agencies, local agencies having jurisdiction, Valley Water's plant operations and maintenance staff, other Valley Water units and any other participants. Select Consultant team members will participate in two (2) meetings per month for 2.5 years.
- 2.8.3 1-hour coordination meetings with the four (4) short-listed firms (1 meeting each), Selected P3 entity (monthly meetings for contract term), external public and private agencies and stakeholders (3 meetings), Division of Drinking Water (5 meetings), Regional Water Quality Control Board (3 meetings), other regulatory agencies (5 meetings), partner agencies (5 meetings), other Valley Water units (5 meetings), outside legal counsel (5 meetings), owner advisors (5 meetings), and other Valley Water consultants (10 meetings) during the RFP Procurements and Design-Build Phases of the PWP.

## SCHEDULE PM SCOPE OF SERVICES

- 2.8.4 Attend 1-hour Valley Water meetings and workshops, as requested, for the Recycled Water Committee (12 meetings per year), Board Meetings (3-6 meetings per year), Joint Recycled Water with Partner Agency (4 meetings per year), Joint Recycled Water Committee with other potential Partner Agencies (2-3 meetings per year), Steering Committee (1 meeting per month), Capital Improvements Program (CIP) and others.

### 2.9 Coordination and Communication

- 2.9.1 Consultant will assist Valley Water with the coordination and communication with external public and private agencies and stakeholders, regulatory agencies, partner agencies, other Valley Water consultants, outside legal counsel, owners advisor, projects and programs by others, short-listed Proposers and the Project Company, Valley Water's management and operations and maintenance staff, other Valley Water units, designers and contractors, including support in drafting correspondence and preparation of meeting slide presentations related to the program management activities and other related issues.

Consultant's participation as follows:

- Program Manager: four (4) hours per week for contract term
- Lead P3 Technical Advisor: two (2) hours per week for 2.5 years

- 2.9.2 Consultant will prepare board agenda packages and make presentations to the Valley Water Board, as requested, up to six (6) presentations per year.

- 2.9.3 Consultant will maintain project level correspondence logs, decision logs and action items logs.

- 2.9.4 Consultant will establish, implement, manage and maintain a master calendar of all significant events and meetings for the PWP, and a master project directory listing all program participants, their role on the program, address, phone numbers(s), email, and other pertinent information.

### 2.10 Support Stakeholder Engagement

- 2.10.1 Consultant will provide support to engage with the Board, Partner Agency staff, water retailers, regulatory agencies, public agencies and other stakeholders, providing information cleared by Valley Water and facilitating deliberations and communications.

Consultant's participation as follows:

- Program Manager: eight (8) hours per month for contract term
- Lead P3 Technical Advisor: four (4) hour per month for 2.5 years

- 2.10.2 Consultant will support continued coordination and meetings with Cities and County along the pipeline alignment and other PWP facility locations.

Consultant's participation as follows:

- Program Manager: sixteen (16) hours per month for contract term
- Lead P3 Technical Advisor: eight (8) hour per month for 2.5 years



## SCHEDULE PM SCOPE OF SERVICES

### 2.11 Manage Data & Information

Consultant will support Valley Water with information management, organizing and maintaining all relevant data related to the PWP. PWP files will be maintained in electronic format according to the structure defined by project management plan and approved by Valley Water.

### **Task 2 – Deliverables:**

1. Agenda and pre-meeting materials (Task 2.1)
2. Summary for each meeting (Task 2.1)
3. Draft and final Work Plan sections (Task 2.1)
4. Agenda and pre-meeting materials (Task 2.2)
5. Summary of discussion for each meeting (Task 2.2)
6. Updated Final RMP (Task 2.2)
7. RMP Tool (Task 2.2)
8. Agenda and pre-meeting materials (Task 2.3)
9. Summary for each meeting (Task 2.3)
10. Draft and final QA/QC plan (Task 2.3)
11. PWP Schedules (Task 2.4)
12. PWP Cost Estimates per AACE Class 4 Construction Cost Estimate (Draft and Final) (Task 2.5)
13. Weekly Overall PWP Progress Reports (Tasks 2.6)
14. Monthly Schedule Tracking Reports (Tasks 2.6)
15. Monthly Project Management Progress Reports (Task 2.7)
16. Agenda and pre-meeting materials (Task 2.8)
17. Presentation slides as needed (Task 2.8)
18. Summary for each meeting (Task 2.8)
19. Correspondence, Decision, and Action Items Logs (Task 2.9)
20. Master Calendar (Task 2.9)
21. Project Directory (Task 2.9)
22. Agenda and pre-meeting materials (Task 2.9)
23. Presentation slides as needed (Task 2.9)
24. Agenda and pre-meeting materials, as needed. (Task 2.10)
25. Summary for each meeting, as needed (Task 2.10)
26. Documentation of all stakeholder contacts and key discussion points (Task 2.10)

### **Task 3 - Technical Advisory Services**

#### 3.1 P3 Procurement Management

Following the release of the PWP RFP to shortlisted Proposers, and prior to the receipt of proposals, the Consultant shall perform the following tasks:

- 3.1.1 Management of Data Room: Consultant will manage Valley Water's established Data Room containing references for the RFP and coordinate any necessary updates required during the P3 Procurement process.

## **SCHEDULE PM SCOPE OF SERVICES**

### **3.1.2 Technical one-on-one meetings with Shortlisted P3 Proposers**

Consultant will coordinate and participate in one-on-one meetings with the shortlisted P3 Proposers. There will be four (4) shortlisted P3 Proposers and up to two (2) one-day meetings will be held with each P3 Proposer. Consultant will coordinate each meeting, assist in the preparation of agenda, responding to technical questions, compiling meeting minutes, and incorporating non-proprietary comments in the final RFP to the best interest of Valley Water.

### **3.1.3 Coordinate procurement activities with Valley Water and its P3 advisors. Consultant's Program Manager and Lead P3 Technical Advisor each to participate in this task up to eight (8) hours per month for six (6) months.**

### **3.1.4 Support in Response to Technical Requests for Information and Clarifications**

#### **3.1.4.1 Consultant will assist Valley Water in managing, reviewing and responding to technical Requests for Information and Clarifications from the shortlisted P3 Proposers as it relates to the RFP Technical Requirements and technical references and other technical aspects of the RFP. Valley Water staff will respond to the Request for Information and provide pertinent documents as needed. Consultant will coordinate with other Valley Water consultants to obtain response and other pertinent information as needed.**

#### **3.1.4.2 Consultant will provide technical review of alternative technology proposals submitted by the P3 Proposer or Project Company, provide feedback and recommendations, prepare documentation, and prepare written responses. Consultant will coordinate discussion and meetings with Valley Water, Project Company, regulatory agencies, stakeholders, other Valley Water consultants, vendors, and others as needed to perform a comprehensive analysis of the proposal and provide an appropriate response for up to one (1) alternative proposal from each shortlisted P3 Proposer.**

### **3.1.5 Support in Drafting Amendments to the PWP RFP**

Consultant will provide support in drafting amendments to the technical provisions of the draft procurement documentation, resulting from Request for Information and Clarification, technical meetings with Shortlisted P3 Proposers, other briefings and discussion and as requested by Valley Water. Consultant's support estimated for up to four (4) amendments.

### **3.1.6 Technical Review of Interim Submissions**

Consultant will review and analyze Interim Technical Submissions by the Shortlisted P3 Proposers and provide summary of analysis and provide feedback and recommendations to Valley Water. Consultant will provide draft Valley Water written responses for each P3 Proposer. Consultant's support estimated for up to four (4) interim submissions.

## **SCHEDULE PM SCOPE OF SERVICES**

### **3.1.7 Technical Support in Valley Water Meetings**

Consultant will provide support to Valley Water briefings and discussions on technical issues related to the P3 Procurement. Consultant will also participate in P3 Consultant Team meetings, as requested. Consultant's support estimated for up to nine (9) 1-hour meetings.

### **3.2 Evaluation & Award**

#### **3.2.1 The Consultant shall provide support and coordinate with Valley Water, and other Valley Water consultants, on all activities related to the evaluation of four (4) Technical Proposals and Contract Award. This includes, among others, the following activities:**

- 1) Develop evaluation manuals and worksheets to assist the Evaluation Committee in the review and scoring of Technical Proposals;
- 2) Provide the Evaluation Committee with orientation/training with regard to relevant RFP Technical Requirements. Assume one (1) 4-hour meeting;
- 3) Assist Valley Water with the review and evaluation of technical elements of proposals received in response to the RFP, including a thorough review of technical designs and proposals to evaluate the reasonableness, thoroughness, accuracy (assessing PWP sensitivities both as to cost and schedule inputs), and monitor compliance with the requirements of the procurement and Project Agreement;
- 4) Provide advice throughout the evaluation process with respect to proposed technical plans, options and the relative impact on value, taking into account broader Valley Water policy objectives, and provide input into evaluations on the basis of such advice;
- 5) Undertake due diligence of each Proposal;
- 6) Assist with the drafting of technical components of the evaluation report;
- 7) Support Valley Water in conducting debriefs with unsuccessful Proposers. Assume three (3) 2-hour meetings;
- 8) Support Valley Water in responding to protests or appeals;
- 9) Develop, prepare, and present technical briefing materials and reports as necessary to facilitate communication and coordination between Valley Water and other key stakeholders;
- 10) As requested, support Valley Water in administrative tasks necessary to complete the procurement of the PWP; and
- 11) Provide additional advice and deliverables as required to meet PWP objectives.

### **3.3 Commercial & Financial Close**

#### **3.3.1 The Consultant will support Valley Water and coordinate with other Valley Water Consultants and the Project Company to reach commercial and financial close. Specific activities shall include:**

- 1) Support Valley Water in the negotiation of technical terms and conditions to be incorporated into the final Project Agreement, as requested and/or required.
- 2) Assist in connection with commercial close, as requested and/or required, including the review of any technical submissions required as a conditional precedent for commercial close.

## SCHEDULE PM SCOPE OF SERVICES

- 3) Coordinate with Valley Water, other Valley Water P3 consultants, the Project Company and the Project Company's lenders (including the technical advisor to lenders) on issues relating to financial close.
- 4) Develop, prepare, and present technical briefing materials and reports as necessary to facilitate communication and coordination between Valley Water and other key stakeholders.
- 5) Assist Valley Water with transition planning and the development of appropriate technical oversight procedures to administer the Project Agreement.
- 6) As requested, support Valley Water in administrative tasks necessary to complete the procurement of the PWP.
- 7) Provide additional advice and deliverables as required to meet PWP's objectives.

### 3.4 Support Easement and ROW Acquisition

The Consultant will support Valley Water and Project Company in acquisition of temporary and permanent easements and rights-of-way (including fee simple acquisitions) as required for the PWP, including:

- 1) Review and confirmation of easement and rights-of-way locations;
- 2) Review of acquisition required reports such as HSLA Phase 1 (up to 10) and Appraisal (up to 12) Reports. Consultant's hours identified for this task for additional reports are limited assuming non-complex acquisitions, no buildings to be acquired, no loss of access/severance/damages to remainders, and no relocations;
- 3) Review of survey maps and plat descriptions prepared by others (up to 20 parcels) for potential gaps in the project right of way and for technical correctness;
- 4) Coordination with Valley Water Legal, Mapping and Surveying and Real Estate Units and Project Team. Assume up to ten (hours) per parcel (up to 20 parcels);
- 5) Preparation of Technical Memorandums (up to 10) for the HSLA Phase 1 Valley Water Waivers;
- 6) Support determination of offer to property owner (up to 20 parcels); and
- 7) Support coordination with private and public property owners (up to 20 parcels).

### 3.5 Support Permit Acquisition

Consultant will support Valley Water and Project Company in obtaining Permits for the PWP, including regulatory, design, utility, construction, post-construction, and O&M permits, as needed.

#### 3.5.1 Regulatory Permitting

Consultant will provide oversight and support coordination with regulatory agencies for compliance and permitting purposes. Consultant will identify compliance and scheduling gaps, provide feedback and recommendations and keep track of scheduling as requested by Valley Water staff. Consultant's estimate of effort for this support is focused on:

- Permits on Valley Water's Permitting Matrix with long lead time and high risk, e.g., state and federal (including 404, 106, CDFW, Endangered Species Act compliance);
- Review of current applications, technical reports, biological assessments, coordination with Valley Water's consultant for additions or revisions to permit applications, and coordination during application process, including assistance with negotiating/coordinating compliance/conditions, through permit issuance.

## SCHEDULE PM SCOPE OF SERVICES

Consultant as requested by Valley Water, will assist in obtaining permits that may be required to operate the PWP.

### 3.6 Support Environmental Documentation

The Consultant will support Valley Water, environmental consultants, and Project Company in any needed updating and finalizing of Environmental Documents identified for this task, including:

- Review of Draft EIR and technical appendices;
- Review of Final EIR comments;
- Three (3) 1-hour meetings regarding responses;
- Review of Final EIR;
- Review of MMRP;
- Coordination with EIR consultant and Valley Water Environmental Lead;
- Review of draft hearing materials and resolution for final EIR certification.

### 3.7 Support Utility Study and Investigations

The Consultant will support Valley Water and shortlisted P3 Proposers in coordinating and managing 1) required utility investigation, 2) potholing work, and 3) additional geotechnical investigations along the pipeline alignments, purification facility site and at identified locations during the procurement phase. The investigations and potholing field work may be conducted under supplemental services as needed; Consultant will analyze results and provide summary of results.

### 3.8 Support Valley Water Design and Construction Work Items

3.8.1 The Consultant will provide technical support on facility work items to be completed by Valley Water, including but not limited to:

- 1) Monitoring wells, including providing and/or reviewing siting, depth, configuration, casing, and gravel design, as requested by Valley Water staff.
- 2) Discharge facility and communication, instrumentation, and controls to Rinconada Water Treatment Plant, or approved Valley Water facility as requested by Valley Water staff.

### 3.9 Contract Governance and Oversight

#### 3.9.1 Institutional Structuring

The Consultant shall, design an appropriate contract governance and oversight structure to assist Valley Water in the timely and efficient execution of its responsibilities deriving from the Project Agreement. This task will include identifying how the governance and oversight structure should be integrated into Valley Water's broader organization, staffing/consultant needs, terms of reference for key positions, budget projections.

#### 3.9.2 Framework Training

This task will also include the framework for the training of Valley Water staff and stakeholders on the details of the Project Agreement, and more specifically, on Valley Water's rights and responsibilities and the obligations of the Project Company.

## SCHEDULE PM SCOPE OF SERVICES

### Task 3 - Deliverables:

1. Draft and final meeting notes and summaries (Task 3.1.2)
2. Responses to RFIs and RFCs (Draft and Final) (Task 3.1.4)
3. Analysis Report and Response to Proposed Alternative Technology (Task 3.1.4)
4. RFP Amendments (Draft and Final) (Task 3.1.5)
5. Draft and final Analysis Summary and Feedback (Task 3.1.6)
6. Draft and Final written responses for each P3 Entity. (Task 3.1.6)
7. Draft and Final Evaluation Manual and worksheets (Task 3.2)
8. Evaluation Committee Training Agenda and Presentation Slides (Task 3.2)
9. Draft and Final Evaluation Report – Technical Sections (Task 3.2)
10. Meeting Agenda and Meeting Summaries (Task 3.2)
11. Draft and Final Technical Briefing Reports and Presentation Slides (Task 3.3)
12. Meeting Agenda and Meeting Summaries (Task 3.3)
13. Draft and Final Reports and Memorandums, as required (Task 3.3)
14. Review Comments for Reports (Task 3.4)
15. Meeting Agenda and Meeting Summaries (Task 3.4)
16. Draft and Final Technical Memorandums for HSLA Phase 1 Waivers (Task 3.4)
17. Pre-meeting materials and slide presentations (Task 3.5)
18. Agenda and Meeting Summaries (Task 3.5)
19. Agenda and pre-meeting material (Tasks 3.7 & 3.9)
20. Summary for each meeting (Tasks 3.7 & 3.9)
21. Draft and Final Summary Report (Tasks 3.7 & 3.9)

### Task 4 - Owner's Engineer Representative

- 4.1 As the Owner's Engineer Representative, Consultant will provide expertise and oversight on behalf of Valley Water in the design, construction, and commissioning phases of the PWP, in accordance with the rights and responsibilities assigned to Valley Water in the Project Agreement.

This task will include design and construction review and monitoring responsibilities, as well as other activities in accordance with the rights and responsibilities assigned to Valley Water in the Project Agreement including:

- 4.2 Review of Design Specifications and Drawings and Quality Management Plans

Consultant shall provide technical and engineering review of work associated with the Quality Management Plans and the 60%, 90%, 100% and early-design packages and design completion documents as developed by the Project Company including but not limited to:

- 1) Drawings, specifications, and Technical Memoranda.
- 2) Updated schedules.
- 3) Construction sequencing plans.
- 4) Constructability reports.
- 5) Mobilization and Site Access Plans.
- 6) Performance Guarantees, Training Plan, Maintenance of Operations During Construction Plan.



## SCHEDULE PM SCOPE OF SERVICES

Consultant's leads will attend Project Company-led design review workshops at 60%, 90% and 100% submittal stages. Level of effort are assumed as follows:

- Purification Facility:
  - Three (3) design submittals, up to 300 sheets each.
  - Assume on-going design-phase RFI review, responses, and technical coordination for select staff for 1.5 years.
- Conveyance Facilities and Monitoring Well:
  - 600 sheet-60% drawings, 800 sheet-90% drawings, and 800 sheet-100% drawings.
  - Assume on-going design-phase RFI review, responses, and technical coordination for select staff for 1.5 years.
- CM Oversight:
  - Three (3) design submittals at 24 hours CM review per submittal.
  - Assume on-going design-phase constructability coordination at four (4) hours per month for 1.5 years.
- Three (3) review workshops led by Project Company.

### 4.3 Construction Oversight

The construction management oversight team will be comprised of Valley Water staff, the Independent Engineer, and Consultant's construction manager (CM), resident engineer (RE), and Project Controls Specialist.

Consultant shall provide a CM and RE on a full-time basis to monitor and observe the progress of the "build" phase of the PWP on site for all work packages. The CM and RE shall keep monitoring and observation notes which will include, but will not be limited to, notation and documentation to reflect:

- Problems or issues encountered during the "build" phase of the PWP and contributing factors.
- Compliance or non-compliance of work with drawings and specifications and Quality Management Plans.
- Photos to document progress or areas of concern. Photos shall be in digital format and downloaded and backed up daily in a manner that permits their availability to Valley Water for review.
- Safety issues.
- Disruptions or deviations in the work schedule.

#### 4.3.1 Construction Management Oversight Plan

Consultant shall develop a Construction Management Oversight Plan (CMOP) to include but not limited to the following:

- Roles and responsibilities of Valley Water, Independent Engineer, Project Company, and Consultant staff during the construction and testing, startup, and commissioning (TSC) phase consistent with the rights, obligations and responsibilities of the Project Agreement.



## **SCHEDULE PM SCOPE OF SERVICES**

- Formats, procedures, and guidelines for a comprehensive document management and tracking system.
- Overall communication plan which will clearly define the roles and responsibilities of each member of the construction management oversight team, define the appropriate contacts for both internal and external parties, and define the type and format of written communications for each intended purpose.
- Consultant shall revise and redistribute the CMOP as required to maintain updated references to staff and reference materials throughout the duration of construction during the “build” phase of the PWP, and TSC.

### **4.3.2 Construction Meetings**

Consultant's CM and RE shall attend the Project Company's daily construction meeting, weekly progress meetings, and any other subject-specific meetings that arise during the course of construction. Consultant's CM and RE shall provide comments on action items and management logs generated each week and presented at the weekly meeting. Consultant's CM and RE shall review Independent Engineer's weekly updated Construction Issue Log.

### **4.3.3 Field Inspection Services and Special Inspection**

Consultant's CM and RE shall obtain and review test results from the Project Company's special inspections of work elements such as compaction of soils and asphalt paving, rebar, concrete, and welding as coordinated by the Project Company. Consultant's CM and RE shall also advise Valley Water and the Independent Engineer on any additional testing required to verify the results provided by the Project Company.

### **4.3.4 Submittal Control and Review**

Consultant's CM and RE shall provide an oversight review of submittals and shall direct selected submittals to the Consultant's off-site subject matter experts (SMEs), as required, for their review and approval.

### **4.3.5 RFI Review**

Consultant's CM and RE shall provide an oversight review of RFIs that the Project Company receives from its PWP construction contractor(s) and inform Valley Water of any RFIs that may have quality, cost, or schedule impacts to Valley Water. As requested by Valley Water, Consultant shall provide technical input and assist Valley Water in preparing comments to RFIs that are of concern to Valley Water.

### **4.3.6 Risk Register**

Consultant's CM and RE shall review the Risk Register maintained by the Project Company.

## **SCHEDULE PM SCOPE OF SERVICES**

### **4.3.7 Project Decision Log**

Consultant's CM and RE shall review the Project Decision Log (PDL) that documents the construction management oversight team's comments and decisions made related to the construction work.

### **4.3.8 Change Management Control**

Consultant shall monitor change management system and request for changes (RFCs). Consultant shall review RFCs, cost reports, change evaluations and other change management documents and provide recommendations to Valley Water as needed. Consultant shall participate in negotiations and meetings as requested by Valley Water. Consultant's CM and RE shall monitor the Independent Engineer's efforts and report to Valley Water any concerns or recommendations.

### **4.3.9 Progress Payment Oversight**

Consultant shall conduct high-level review and evaluation of progress payment request documentation submitted to the Project Company in accordance with the Project Company's schedule of values and other contract requirements as needed. Consultant's CM and RE shall review progress and cost information contained in Independent Engineer's monthly progress reports. Consultant's CM and RE shall monitor the Independent Engineer's efforts and report to Valley Water any concerns or recommendation.

### **4.3.10 Project and Document Controls**

Consultant's Project Controls Specialist (PCS) shall be available on a half-time basis for 2.5 years and shall be split between two members of the Consultant's team and will not be located at Valley Water's office facilities. PCS responsibilities are the following:

#### **a) Monthly Construction Schedule Oversight**

Consultant's PCS shall review Project Company's monthly construction schedule update and compare against the Baseline Schedule. With input from Consultant's SMEs as required, the PCS shall provide comments, recommendations, or identify significant issues based upon that review. PCS shall alert the construction management oversight team and provide written corrections if there are schedule inaccuracies or potential schedule problems. PCS shall provide recommendations to resolve identified problems.

Schedule oversight shall include, but not be limited to the following:

- Critical path analysis, with the requirement to provide specific observations, comments, and recommendations to the construction management oversight team.
- Prepare for and participate in monthly 2-3-hour schedule review meetings between the construction management oversight team and Project Company to discuss scheduling issues and corrective actions.

## **SCHEDULE PM SCOPE OF SERVICES**

- Identify potential schedule problems and provide written recommendations.
- Provide monthly written schedule review comments and trend analysis.
- Review Project Company's schedule review meeting minutes.
- Schedule analysis support for on-going questions and what-if scenarios.
- Review and comment on Project Company's schedule risks analysis.

### **b) Review Construction Schedule Change Requests**

Consultant's PCS shall review and analyze Project Company's construction schedule changes associated with change proposals. Assist Consultant's CM and RE in preparing for change request negotiation meetings and prepare documents for the construction management oversight team's use in resolving schedule issues.

### **c) Change Management Support for Requests for Change**

Consultant's PCS shall provide the following cost-related services:

- High-level review of Independent Engineer's monthly construction cost evaluation reports.
- Provide cost-control recommendations to the construction management oversight team on budget impacts of significant change proposals.
- Participate in monthly potential Change Order review meeting (led by either the Independent Engineer or Contract Company).

### **d) Document Tracking**

Consultant's PCS shall file and track documents accordingly in organized and efficient manner.

### **e) Monthly Project Status Reports**

Consultant's PCS shall review the Project Company's Monthly Project Status Report and supplement the Independent Engineer's oversight report of project status.

### **f) Progress Payment Oversight**

In conjunction with the construction management oversight team, Consultant's PCS shall conduct a high-level review and evaluation of monthly pay request submitted to the Project Company in accordance with the Project Company's schedule of values and other contract requirements. In addition, PCS shall perform the following:

- Request missing documentation or clarifications
- Identify payment issues to the construction management oversight team and recommend actions; and
- Assist construction management oversight team in keeping pay application review notes or issue documentation.

## **SCHEDULE PM SCOPE OF SERVICES**

### **4.4 Construction Submittals and Deliverables**

As a continuation of the Consultant's role as Owner's Engineer during the design phase, the Consultant shall provide engineering services during construction. The work under this task will be performed by the Consultant's SMEs and shall include review of construction, start-up and commissioning submittals and deliverables and preparation of Request for Information and Clarification.

Specific activities under this task include the following:

#### **4.4.1 Submittal Review**

Consultant shall provide a technical review of submittals selected by the construction management oversight team or Valley Water, with the following level of effort assumptions:

- Conveyance Facilities and Monitoring Well: 50 submittals, 4 hours per submittal.
- Purification Facility: 100 submittals, 20 hours per submittal.

#### **4.4.2 RFI Review**

Consultant shall review and comment on technical RFIs selected by construction management oversight team or by Valley Water with the following level of effort assumptions:

- Conveyance Facilities and Monitoring Well: 400 RFIs, 4 hours per RFI.
- Purification Facility: 400 RFIs, 4 hours per RFI.

#### **4.4.4 Requests for Change Review**

Consultant shall provide a technical review of Project Company's requests for change selected by the construction management oversight team or Valley Water to aid in identifying and resolving potential impacts resulting from the requested design change, with the following level of effort assumptions:

- Conveyance Facilities and Monitoring Well: 12 change reviews, 20 hours per change review.
- Purification Facility: 10 change reviews, 20 hours per change review.

#### **4.4.5 Startup Support**

As directed by the Consultant's TSC Lead or by Valley Water, Consultant's SMEs shall provide startup support for the new facilities, including:

- Review and troubleshoot challenges related to obtaining and discharging test flows.
- Identify and troubleshoot Project Company's operational challenges related to startup activities.
- Technical review of Project Company's TSC Plan.

## **SCHEDULE PM SCOPE OF SERVICES**

### **4.5 Testing, Start-up and Commissioning (TSC) Submittals and Deliverables**

Consultant shall provide a TSC Lead to perform the services under this task including participation in TSC planning meetings which will cover key equipment, responsibilities for TSC, schedule for equipment arrival and vendor testing, and review of the Project Company's TSC Plan. The Consultant TSC Lead shall participate in TSC planning meetings led by the Project Company. The Consultant TSC Lead shall review and provide input on the detailed TSC Plan.

#### **4.5.1 TSC Planning**

The Consultant TSC Lead shall provide oversight regarding the coordination of the TSC of the new facilities and support Valley Water and construction management oversight team with the initial tasks including:

- Identifying construction management oversight team and key TSC stakeholders.
- Identifying challenges related to obtaining and discharging test flows.
- Identifying operational challenges related to TSC activities.
- Identifying appropriate phases for a phased TSC approach.
- Review Project Company's TSC Plan.

#### **4.5.2 TSC Coordination**

The Consultant TSC Lead shall coordinate TSC planning with the construction management oversight team, which shall include the following activities:

- Delineate roles and responsibilities for equipment and system TSC in coordination with Project Company for:
  - Facility access;
  - Collection and review of warranty documentation;
  - Warranty work;
  - O&M staff training; and
  - O&M manual reviews, completion, reproduction and distribution.
- Delineate roles and responsibilities for support with the Project Company's TSC Plan.

#### **4.5.3 TSC Meetings**

The Consultant TSC Lead shall attend Project Company-led meetings/presentations with the construction management oversight team remotely, including:

- Participate in progress meetings to monitor progress of TSC O&M requirements.
- Coordinate with construction management oversight team participants in advance of meetings to track follow-through on work assignments in preparation for upcoming meetings.
- Review Project Company's plans for tie-ins and/or bypasses.
- Provide review comments on the agenda and meeting minutes.

## SCHEDULE PM SCOPE OF SERVICES

### 4.5.4 Witness Testing

Consultant's SMEs shall witness Factory Acceptance Tests (FAT) of selected project components or equipment as required by Valley Water. The Consultant's level of effort is based on participation in five (5) FATs with a duration of three (3) days per test including travel time.

### Task 4 - Deliverables:

1. Responses to Request for information and Clarifications (Task 4)
2. Submittal and Deliverable review comments and responses (Task 4)
3. CM Oversight Plan (Task 4)

### Task 5 - Supplemental Services

Valley Water 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 Valley Water'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.

#### 5.1 Supplemental Services

Specific examples of possible Supplemental Services include, but not limited to:

##### 5.1.1 Facilitate Response to Emerging Issues

Convene experts to respond to and/or support discussions regarding regulatory changes, new technical issues, uncovered constraints, critical negotiations, etc.

Level of effort based on eighty (80) hours each for subject matter expert input. Hours listed by labor category; exact staffing to be confirmed based on need and approved scope of work.

##### 5.1.2 Provide On-Call Technical Assistance

Provide for special studies, investigations, and analysis.

Level of effort based on 160 hours each for technical staff for special studies, investigations, and analysis. Hours listed by labor category; exact staffing to be confirmed based on need and approved scope of work.

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## SCHEDULE PM SCOPE OF SERVICES

### 5.1.3 Oversight of Vendor Pilot Program

Establish performance criteria for the treatment train. Develop piloting program for conducting and administering piloting activities necessary for proper process equipment selection. A detailed piloting protocol will be developed and submitted to Valley Water for approval. Consultant will provide a data assessment of all piloting efforts and will coordinate with testing vendors, Valley Water staff, and respondents to acquire, install, remove, test and facilitate all piloting.

Level of effort based on the following estimates:

- Performance criteria requirements: 50 hours
- Pilot testing protocol: 200 hours
- Pilot testing management/oversight, ten (10) hours/week for 60 weeks: 600 hours
- Data assessment, four (4) hours/week for 50 weeks: 200 hours
- Coordination, acquire, and facilitate piloting: 40 hours
- Monthly meetings, at twelve (12) hours/month for 12 months: 144 hours
- Pilot Test Report: 300 hours

Hours listed by labor category; exact staffing to be confirmed based on need and approved scope of work.

### 5.1.4 Utility Field Investigation and Potholing

Consultant may perform utility field investigation and potholing work during the P3 Procurement Phase to obtain additional information along the pipeline alignment.

Up to forty (40) hours for key staff for coordination, and additional allowance for a utility investigation and potholing subconsultant.

### 5.1.5 Wastewater Characterization Testing Plan Support

Consultant may develop a sampling and testing plan for additional wastewater quality characterization data and summarize results to be used by the P3 Entity and for ROC management. Wastewater sample collection and laboratory testing will be performed by others.

### 5.1.6 Funding Identification & Assistance

Consultant shall research and identify possible funding sources for Valley Water to pursue grants and/or low-interest loan opportunities. At the direction of Valley Water may direct, the Consultant to complete all necessary work to apply for funding on behalf of Valley Water, track all applications and provide additional information or materials as needed.

Valley Water may direct Consultant to pursue and utilize two such opportunities-the Title XVI Water Reclamation and Reuse Program (Title XVI, through the United States Bureau of Reclamation) and the Water Infrastructure Finance and Innovation Act (WIFIA, through the Environmental Protection Agency). However, should other funding sources become available, Valley Water may ask Consultant to pursue these sources.



## **SCHEDULE PM SCOPE OF SERVICES**

### **5.2 Additional Services**

The Consultant shall provide additional quantities of previously identified services as requested by Valley Water. Consultant shall provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 4 as Task 5 Supplemental Services, to include but not be limited to:

#### **5.2.1 Additional meetings**

Up to ten (10) additional 1-hour meetings for select staff.

#### **5.2.2 Additional time allotted for meetings**

One (1) additional hour allotted to up to twenty (20) meetings for select staff.

#### **5.2.3 Additional status/progress reports**

Weekly program progress reports per 2.6.1.b, monthly budget and schedule tracking reports per 2.6.3, monthly PMC progress reports per 2.7.3, and monthly invoicing per 2.7.1.c for a total of three (3) additional months.

#### **5.2.4 Additional telephone conference calls**

Up to thirty (30) additional 1-hour telephone conference calls for select staff.

#### **5.2.5 Additional pages or copies of technical memorandums, plans, reports, drawings and specifications.**

Lump sum allowance for copying and printing. Does not include development of source material.

#### **5.2.6 Additional public outreach visual materials**

Lump sum allowance for copying and printing. Does not include development of source material.

#### **5.2.7 Additional coordination/communication between Valley Water and/or others**

Up to four (4) hours per week for three (3) months for select staff.

#### **5.2.8 Additional community communication and coordination logs, and maintaining information**

Support for select staff per the level of effort shown for this task.

#### **5.2.9 Additional support with stakeholder engagement**

Support for select staff per the level of effort shown for this task.

## **SCHEDULE PM SCOPE OF SERVICES**

### **5.2.10 Additional easement and ROW acquisition support**

Support with six (6) additional parcels.

### **5.2.11 Additional HSLA Phase 1 report support**

Support with five (5) additional HSLA Phase 1 reports.

### **5.2.12 Additional construction phase support**

Testing, startup and commissioning oversight support and other tasks for select staff per the level of effort shown for this task.

## **8. Attachments**

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

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

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**SCHEDULE PM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**1. Total Authorized Funding**

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$25,435,610** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

**2. Cost Breakdown**

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

**COST BREAKDOWN**

<b>Task</b>	<b>Description</b>	<b>Not-to-Exceed Fees</b>
1	Fast Start Activities	\$1,173,466
2	Project Management and Project Delivery	\$7,953,102
3	Technical Advisory Services	\$4,212,149
4	Owner's Engineer Representative	\$8,683,829
5	Supplemental Services	\$3,413,064
<b>Total Not-to-Exceed Fees</b>		<b>\$25,435,610</b>

**3. Terms and Conditions**

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

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

**SCHEDULE PM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

metropolitan area (not seasonally adjusted)” as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water’s Deputy Operating Officer.

**B. Reimbursable Expenses**

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

**C. Prevailing Wage Requirements**

- 1) The Scope of Services described in a Task for Supplemental Services may be considered by Valley Water to be “Public Works” requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.

**SCHEDULE PM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

- 2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**SCHEDULE PM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**HOURLY/UNIT RATE TABLE**

<b>CLASSIFICATION/STAFF</b>	<b>HOURLY/ UNIT RATE</b>
<b>Consultant: CDM Smith</b>	
Executive Sponsor, Advisory Committee Members	\$400.00
Program Manager	\$378.40
Vice President/Sr. V.P.	\$330.00
Project Manager IV	\$317.86
Project Manager III	\$272.45
Management Specialist 7	\$272.45
Engineer/Scientist Grade 9	\$317.86
Engineer/Scientist Grade 8	\$287.58
Engineer/Scientist Grade 7	\$272.45
Engineer/Scientist Grade 6	\$242.18
Engineer/Scientist Grade 5	\$211.90
Engineer/Scientist Grade 4	\$181.63
Engineer/Scientist Grade 3	\$151.36
Engineer/Scientist Grade 1, 2	\$121.09
Draftsperson/Designer	\$166.50
Contract/Project Admin.	\$181.63
Secretary/Word Processor	\$136.22
Admin. Assistant	\$105.95
Construction Management Oversight	\$338.88
Construction Specialist 4	\$263.57
Construction Specialist 3	\$225.92
Project Controls	\$181.63
Scheduler	\$151.36
Cost Estimator	\$211.90
<b>Subconsultant: Black and Veatch</b>	
Project Director	\$338.73
Senior Project Manager	\$325.17
Project Manager	\$282.90
Senior Engineering Manager	\$325.17
Engineering Manager	\$308.91
Engineer/Specialist Level 9	\$325.17
Engineer/Specialist Level 8	\$308.91



**SCHEDULE PM  
ATTACHMENT ONE  
FEES AND PAYMENTS**

<b>CLASSIFICATION/STAFF</b>	<b>HOURLY/ UNIT RATE</b>
Engineer/Specialist Level 7	\$292.65
Engineer/Specialist Level 6	\$276.40
Engineer/Specialist Level 5	\$260.14
Engineer Level 4/Senior Technician	\$227.62
Engineer Level 3/Technician	\$195.10
Engineer Levels 1-2/Junior Technician	\$146.33
Senior Finance-Project Controls	\$178.84
Finance-Accounting-Project Controls	\$132.59
Senior Administrative Assistant	\$138.91
Administrative Assistant	\$104.18
Construction Resident Engineer	\$230.99
Construction Inspector	\$172.55
<b>Subconsultant: Denise Duffy and Associates, Inc.</b>	
Principal	\$233.10
Sr. Environmental Compliance Manager	\$204.00
Sr. Env. Planner/Scientist	\$152.37
Assistant Project Manager	\$115.36
Associate Planner/Scientist	\$116.00
Accountant	\$90.00
<b>Subconsultant: Associated Right of Way Services, Inc.</b>	
Principal Consultant	\$226.00
Managing Consultant	\$213.28
Consultant III	\$174.22
Consultant II	\$121.02
Consultant I	\$96.49
Right of Way Technician	\$88.45
Appraiser III	\$181.19
Appraiser II	\$152.65
Appraiser I	\$134.02
Administrative Support	\$84.43
<b>Subconsultant: Towill, Inc.</b>	
Principal Surveyor	\$224.10
Senior Surveyor	\$222.54
Associate Surveyor	\$140.06

**SCHEDULE PM  
ATTACHMENT TWO  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires **60 months**, after the Effective Date, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

**PROJECT SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Duration From Notice to Proceed (months)</b>
1	Fast Start Activities	3
2	Project Management and Project Delivery	60
3	Technical Advisory Services	30
4	Owner's Engineer Representative	60
5	Supplemental Services	Duration of Agreement

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

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

<b>Team Member</b>	<b>Classification</b>	<b>Project Role</b>	<b>Contact Information</b>
Hala Titus	Executive Sponsor, Advisory Committee Members	Executive Sponsor	2300 Clayton Road, Suite 950 Concord, CA 94520 (925) 933-2900 <a href="mailto:titushz@cdmsmith.com">titushz@cdmsmith.com</a>
Jan Davel	Program Manager	Program Manager	2300 Clayton Road, Suite 950 Concord, CA 94520 (925) 296-8066 <a href="mailto:daveljl@cdmsmith.com">daveljl@cdmsmith.com</a>
Dan Lopez	Senior Project Manager	Lead P3 Technical Advisor	2999 Oak Road, Suite 490 Walnut Creek, CA 94597 (925) 949-5949 <a href="mailto:LopezDC@BV.com">LopezDC@BV.com</a>
Mark Takemoto	Project Manager IV	Pre-Award PM	2300 Clayton Road, Suite 950 Concord, CA 94520 (925) 933-2900 <a href="mailto:takemotomw@cdmsmith.com">takemotomw@cdmsmith.com</a>
Erick Bevington	Engineer/Specialist Level 7	Pre-Award PM	2999 Oak Road, Suite 490 Walnut Creek, CA 94597 (925) 949-5918 <a href="mailto:BevingtonEV@BV.com">BevingtonEV@BV.com</a>
Bill Brick	Project Manager IV	Pre-Award PM	2300 Clayton Road, Suite 950 Concord, CA 94520 (925) 933-2900 <a href="mailto:brickwd@cdmsmith.com">brickwd@cdmsmith.com</a>
Denise Duffy	Principal	Pre-Award PM	947 Cass St., Suite 5 Monterey, CA. 93940 (831) 373-4341 (x13) <a href="mailto:dduffy@ddaplanning.com">dduffy@ddaplanning.com</a>
Kevin Davis	Project Director	Risk Manager	300 Rancheros Dr, Suite 250 San Marcos, CA 92069 (760) 621-8419 <a href="mailto:DavisKN@BV.com">DavisKN@BV.com</a>
Servando Molina	Vice President/Sr. V.P.	Quality Manager	2300 Clayton Road, Suite 950 Concord, CA 94520 (925) 933-2900 <a href="mailto:molinas@cdmsmith.com">molinas@cdmsmith.com</a>
Stacy Barna	Management Specialist 7	Funding Assistance	9430 Research Boulevard, Suite 1-200 Austin, TX 78759 (512)652-5303 <a href="mailto:barnasl@cdmsmith.com">barnasl@cdmsmith.com</a>

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

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

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Black and Veatch	Lead Technical Partner	2999 Oak Road, Suite 490 Walnut Creek, CA 94597 (925) 949-5949 Dan Lopez <a href="mailto:LopezDC@BV.com">LopezDC@BV.com</a>
Denise Duffy and Associates, Inc.	Permitting Support	947 Cass St., Suite 5 Monterey, CA 93940 (831) 373-4341 (x13) Denise Duffy <a href="mailto:dduffy@ddaplanning.com">dduffy@ddaplanning.com</a>
Associated Right of Way Services, Inc.	Land Acquisition Support	2300 Contra Costa Blvd., Suite 525 Pleasant Hill, CA 94523 (925) 691-8500 Matt Schock <a href="mailto:mschock@arws.com">mschock@arws.com</a>
Towill, Inc.	Surveying and Easement Support	2300 Clayton Rd, Suite 1200 Concord, CA 94520 (925) 682-6976 (x1036) Frank Borges <a href="mailto:frank.borges@towill.com">frank.borges@towill.com</a>

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**SCHEDULE OC  
ATTACHMENT FOUR  
REFERENCE MATERIALS**

<b>Ref No.</b>	<b>Description</b>
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: <a href="http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf">http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf</a>
3	Project Background Information <a href="https://www.valleywater.org/contractors/doing-businesses-with-the-district/purified-water-program-public-private-partnerships-p3">https://www.valleywater.org/contractors/doing-businesses-with-the-district/purified-water-program-public-private-partnerships-p3</a>
4	Valley Water's Countywide Water Reuse Master Plan <a href="https://fta.valleywater.org/fl/XNyG7Fja6T#folder-link/">https://fta.valleywater.org/fl/XNyG7Fja6T#folder-link/</a>

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