



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 or Consultant), and PARSONS TRANSPORTATION GROUP, a Illinois 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

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

3. Licensing

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

4. Valley Water's Approval of Deliverables

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

5. Errors and Omissions

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

6. Valley Water Standardization Requirements

- A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and 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.
- 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 the Schedule(s), Scope of Services, Attachment Three, Consultant's Key Staff and Subconsultants.

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

8. Compliance with All Laws

- A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to state and federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that Valley

Water's assistance is necessary to achieve such compliance, Consultant shall promptly notify Valley Water.

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

9. Occupational Safety and Health

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

10. Consultant as Independent Contractor

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

11. Standard of Care

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

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

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

2. Review of Deliverables

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

3. Access to Valley Water Facilities

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

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to 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, remaining funds previously budgeted for tasks that are completed, reduced, or deleted, 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 funds from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced or deleted. If the Scope of Services of a task is reduced or deleted, the portion of the funds attributable to that reduced or eliminated task may be reallocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current IRS rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
 - 1) Employee classification and name itemized with all labor charges by Service task;

- 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) 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(s), Attachment One, Fees and Payments and/or Task Orders; 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 in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Consultant will email the complete signed and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.
- 1) The monthly progress report shall include:
 - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
 - b. A look-ahead schedule listing deliverables and activities planned for the next two months;
 - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
 - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
 - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;

- f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
 - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices as follows: APinvoice5750@valleywater.org
- Valley Water address, if needed:
- Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:
- 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 emailed);
 - 6) Detailed description of Services provided, including the "distribution account(s)" for those Services;
 - 7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and
 - 8) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.
- H. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.

- I. Valley Water may in good faith assert a bonafide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant under this Agreement is subject to a bonafide dispute between the Parties, within 30 calendar days of Consultant's delivery of the invoice on which a disputed amount appears, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item. Consultant and Valley Water Project Manager must act in good faith to resolve this dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the Dispute pursuant to the Standard Consultant Agreement, Appendix Two, Dispute Resolution.
- J. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.
- K. Consultant shall ensure that its personnel performing Services pursuant to this Agreement document their time doing so.

3. Prevailing Wages

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

- B. Labor Code §1720 provides as follows:

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

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

- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish

the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.

F. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, in electronic or hard copy format, at Valley Water's discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.

G. California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements

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

4. Retention

A. Unless otherwise specified in the Schedule(s), Attachment One, Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two Schedule of Completion, and Section Three, Duties of Valley Water, subsection 2. Review of Deliverables.

B. Provided that at any time after 50% of the work has been completed, Valley Water may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final contract close out.

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 the Schedule, Attachment Two, Schedule of Completion. Consultant will coordinate services with Valley Water to provide the timeline of all tasks and subtasks, including the site visits, document review, meetings, and deliverables.

3. Monitoring of Project Schedule

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

4. Project Delays

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

5. Changes to the Project Schedule

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

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

2. Valley Water Rights

- A. **Suspension:** Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.
- B. **Termination for Convenience:** Valley Water may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in Section Seven, Term and Termination, subsection 3. Consultant's Compensation upon Termination or Suspension.
- C. **Termination for Breach:** If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its

obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from Valley Water specifying such failure or violation, Valley Water will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.

- D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been 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.

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), 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 its executed Task Orders, which are incorporated herein by this reference, and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

2. Formation of Agreement

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

3. No Assignment

- A. The expertise and experience of Consultant are material considerations for Valley Water's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of Valley Water in the form of an amendment executed by the Parties, and any attempt to

so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of Valley Water.

- B. In no event shall an assignment of any interest in this Agreement release the Consultant from its duties and responsibilities as described in this Agreement nor shall the Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

8. Binding Effect

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

9. Choice of Law and Venue

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

10. Confidentiality

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

11. Release of Information Prohibited

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

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.

- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
- 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; or
 - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a need to correct or change 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 the annual filing season, as determined by Valley Water;
 - 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:
 - a. Upon termination of this Agreement; or
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code).

- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code (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, and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount

payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.

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

14. Good Neighbor

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

15. Governmental Permits and Notifications

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

16. Taxes and Benefits

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

17. Nonwaiver of Rights

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

18. No Third-Party Beneficiaries

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

19. Severability

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

20. Debt Limitation

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

21. Notices

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

VALLEY WATER:

Deputy Operating Officer, as listed in 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

22. Appendices

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

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

23. Schedule(s) and Attachments

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

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

(SIGNATURES FOLLOW ON NEXT PAGE)

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

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

PARSONS TRANSPORTATION GROUP INC.
Consultant

By: _____
Chair, Board of Directors

DocuSigned by:
By: Chip Mallone _____
7576DEF96D1C4DB...
Michele Jr.
Vice President

Date: _____

Date: 12/29/2022

ATTEST:

Michele L. King, CMC
Clerk, Board of Directors

Consultant's Address:
555, 12th Street, Suite 2130
Oakland, CA 94607

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

1. Conflict of Interest for Future Services

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

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

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) Participation - NOT USED

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water Deputy Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.
- C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. [NOT USED]
- D. Valley Water Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$100,000.
- E. The total not-to-exceed amount for any one Task Order shall not exceed \$[NTE Amount]. [NOT USED]

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

A. Alternate Dispute Resolution

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

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

C. The cost of partnering, training facilities, and facilitator will be borne by Valley Water.

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: PARSONS TRANSPORTATION GROUP

Dollar Amount of Task Order: Not-to-Exceed \$ 30,106,678

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 CM, Attachment One, Fees and Payments. Consultant agrees that it will provide all equipment and furnish all materials, except as may be otherwise noted in the Attachment A.
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>.

8. Signatures:

Signature: _____ DATE _____
 NAME OF CONSULTANT FIRM
 [PRINT NAME]
 [PRINT TITLE]

Signature: _____ DATE _____
 SANTA CLARA VALLEY WATER DISTRICT
 [PRINT NAME]
 [PRINT TITLE]

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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.

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.

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/ PB VW107**

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

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

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

If Consultant receives any notice that any of the insurance policies required by this Appendix 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 are canceled or coverage is reduced.

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:

valleywater@ebix.com

2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/ PB VW0107**

IMPORTANT: The agreement or CAS number must be included.

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

**STANDARD CONSULTANT AGREEMENT
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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:

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

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

\$10,000,000 per claim/ **\$10,000,000** 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
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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.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses

**STANDARD CONSULTANT AGREEMENT
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INSURANCE REQUIREMENTS**

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

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

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**STANDARD CONSULTANT AGREEMENT
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INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

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

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

Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	

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

Professional Liability:	A.	Limits (\$10,000,000)	
	B.	Cancellation Endorsement	

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SCHEDULE CM SCOPE OF SERVICES

1. Representatives

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

Patrick Carter, P.E. (Valley Water Project Manager)
Senior Engineer
Treatment Plants Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2122
Email: pcarter@valleywater.org

Brandon Ponce (Valley Water Unit Manager)
Treatment Plants Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2787
Email: bponce@valleywater.org

Emmanuel Aryee, P.E. (Deputy Operating Officer)
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-3074
Email: aryee@valleywater.org

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

Ken Sinclair (Consultant Project Manager)
Construction Manager
555, 12th Street, Oakland, Ca 94607
Phone: 925-260-2953
Email: Ken.Sinclair@Parsons.com

SCHEDULE CM SCOPE OF SERVICES

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

Chip Mallare (Consultant Principal Officer)
Vice President
555, 12th Street, Oakland, CA 94607
Phone: 510-907-2159
Email: Chip.Mallare@Parsons.com

2. Scope of Services

- A. This Schedule CM, Scope of Services describes the professional Construction Management (CM) services to be performed by Consultant for the Rinconada Water Treatment Plant Reliability Improvement Project Phases 3-6 (Project). Valley Water reserves the right to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.
- B. The Project consists of the following Phases/Milestones:
- 1) Phase 3 – Demolition of Existing Clarifiers, Temporary Off-Loading Chemical Facilities;
 - 2) Phase 4 – Carbon Dioxide Facility, Filters, Ozone Generation Building, Chlorine Contact Basins, Liquid Oxygen Facility, Piping (Settled Water, Filtered Water, Overflow, Backwash and Waste Washwater), Air Scour System;
 - 3) Phase 5 – Fluoridation and Sodium Hypochlorite Facilities, Demolition of Existing Filters, Washwater Recovery Basin Demolition, Plant Water and Aqua Ammonia Upgrades; and
 - 4) Phase 6 – Demobilization and Project Completion.

3. Project Objectives

- A. The objectives of the Project include:
- 1) To improve overall plant reliability by increasing the plant capacity to 100 MGD;
 - 2) To provide treatment process improvements that enable the plant to produce water that is in compliance with current and anticipated water quality regulations and is aesthetically pleasing; and
 - 3) To implement construction of a robust treatment train consisting of: (1) raw water ozonation, (2) conventional flocculation and sedimentation with plate settlers, (3) granular media filters, and (4) a post-filter chlorine contactor.
- B. Valley Water's intent is to successfully complete the Project while effectively managing and limiting the Project risks, including but not limited to, the cost, schedule, quality, and safety. The Consultant is responsible for providing professional construction management services to achieve unified oversight and management of the Project that meets Valley Water's intent.

SCHEDULE CM SCOPE OF SERVICES

4. Project Background

- A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy. Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.
- B. The Rinconada Water Treatment Plant (RWTP) is one of the three Valley Water water treatment plants, and is located in Los Gatos, California. The RWTP provides 80 million gallons of treated water per day (MGD) to the west side of Valley Water's service area. There is no backup facility for this supply. Thus, the plant's operating reliability is critical to meet the daily water demands of its customers.

The RWTP was designed and built over 55 years ago consistent with the regulations of that period. Not only has the Plant aged, but regulations have also grown increasingly more stringent across a spectrum of issues. Most notably, the RWTP must now meet higher standards for water quality, seismic and structural integrity, and environmental impacts. To upgrade the RWTP, Valley Water selected a robust treatment train consisting of: (1) raw water ozonation, (2) conventional flocculation and sedimentation with plate settlers, (3) granular media filters, and (4) a post-filter chlorine contactor. Except for certain brief planned plant shutdowns, the RWTP will remain in operation during construction.

- C. On May 26, 2015, Valley Water Board of Directors awarded a construction contract (Contract) to Balfour Beatty Infrastructure, Inc. (BBII) for the Project to upgrade the plant to improve reliability while meeting stringent standards for water quality, seismic stability, and safety issues. The work was divided into six phases to allow RWTP to remain online throughout construction.

Amendment One to the construction contract was approved by the Board on March 10, 2020. It reduced the scope of work, resulting in BBII completing Phases 1 and 2 of the Project, and eliminating most of Phases 3, 4, 5 and 6.

This Project will complete Phases 3, 4, 5 and 6 of the work to upgrade the RWTP.

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 in accordance with the

SCHEDULE CM SCOPE OF SERVICES

Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.

- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions. Consultant will ensure the technical level of writing will be such that the material is fully understandable by a person without specific training in the field at hand but without compromising its value to the target audience. The target audience includes technical, managerial, and executive personnel, as well as Valley Water's Board of Directors, staff, and the public.
- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions as determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various Valley Water work. If requested, the Consultant will perform some of the contract tasks and/or subtasks in accordance with the QEMS framework. In such situations, Valley Water Project Manager (VWPM) will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives in the 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 for this Project is maintained by Valley Water.
- 7) **File Exchange Service.** Consultant will provide a file exchange service to facilitate the transfer of Project documents; particularly of large files over three (3) megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to work with Valley Water's Information Technology Unit to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements.

- 1) Consultant will provide CM services as follows:

SCHEDULE CM SCOPE OF SERVICES

- a) Phase Three through Phase Six in accordance with Section 4.C. Project Background, from the First Charged Day as stated in the Notice to Proceed through Valley Water's issuance of Phase Three through Six completion letters in accordance with the Contract Documents.
- 2) Valley Water has engaged others to perform certain portions of CM services as outlined below. VWPM will lead and direct the activities of Consultant and others. Consultant will coordinate with others as reasonably required. Work by others are generally expected to include:
 - a) Construction supervision and management (including QA/QC, reviews of submittals, RFI and DCM, construction progress reporting and administration) of Contractor's electrical, Instrumentation and Controls (I&C) and SCADA work.
 - b) Commissioning, startup of electrical, I&C and SCADA work.
 - c) Review and respond to Contractors submittals, RFI's and Design Clarification Memo (DCM) for electrical, I&C and SCADA disciplines.
- 3) Project construction is currently estimated to take approximately five years, commencing in October 2023 and includes four major milestones that must be built in a certain sequential order. This Agreement provides for an initial term of approximately 30 months, including 6 months for preconstruction services and 24 months for construction management services. Agreement may be amended for an additional 2-year term.

6. Construction Management Phase Tasks

- Task 1 - Project Management
- Task 2 - Preconstruction Services
- Task 3 - Construction Management
- Task 4 - Quality Assurance and Quality Control (QA/QC) Program
- Task 5 - Safety Management
- Task 6 - Training, Testing, Start-Up, and Commissioning
- Task 7 - Construction Inspections
- Task 8 - Partnering, Claims and Disputes Management
- Task 9 - Environmental Compliance Services [NOT USED]
- Task 10 - Acceptance and Close-Out
- Task 11 - Supplemental Services

Task 1 - Project Management

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

- 1.1 **Construction Management Work Plan (CMWP).** Consultant will prepare a CMWP in accordance with the scope of services and shall include an organization chart, a list of the roles and responsibilities of each team member as well as subconsultants and their staff, and the Consultant's approach to effectively manage and administer the Construction

SCHEDULE CM SCOPE OF SERVICES

Contract including processes, procedures, techniques and methods to monitor the construction schedule and the Contractor's budget, communication protocols, document control and other administrative procedures. A construction specific Safety Management plan shall be included with the CMWP (refer to Task 5 Safety Management, 5.1 Safety Program).

- 1.2 Consultant Services Quality Assurance and Quality Control (QA/QC) Plan for CM Services.** Consultant will prepare a QA/QC Plan of the Consultant's CM services and procedures to monitor the performance and provision of the services and deliverables to meet Valley Water requirements, accepted industry and construction management professional practices, and standard of care.
- 1.3 Construction Contract Weekly and Monthly Progress Report.** The Construction Contract Weekly and Monthly Progress Report shall provide an overview of the construction activities and progress toward completion of the construction of the Project.
- 1.3.1** Consultant will develop a weekly progress report template that will be used to report on the weekly construction progress. The report will include but not be limited to a summary of the construction activities of the week (inspectors and their daily/weekly summary reports, Contractor's weekly reports, an analysis of the cost and schedule performance metrics, mitigation measures, updates to risks and their status, a summary report for the Contractor payments, a summary report for RFIs, Submittals, PCOs, COs, DCOs).
- 1.3.2** Consultant will prepare a monthly progress report that will be a high-level summary of the month's activities with an overall analysis of the Project's progress including the issues and concerns and a look-ahead schedule for the following month's activities.
- 1.4 Management Meetings.** The Consultant will organize and conduct the following meetings at a frequency mutually agreed upon or as directed by Valley Water. Consultant will prepare agendas and minutes for these meetings.
- 1.4.1** Monthly progress meetings with the Consultant and VWPM to review the monthly invoice and progress report (refer to the Standard Consultant Agreement, Section Four, subsection 2. Consultant Monthly Invoices, paragraph C.), risk management issues, action items and decision logs, other issues and concerns.
- 1.4.2** Weekly construction progress meeting with the Contractor, Valley Water and other participants as necessary to discuss construction progress and planned work, submittals, RFIs, construction issues, potential change orders, safety, the review of recent activities and agenda items, exchange of new information, planning and coordination of upcoming construction and related activities, as well as any other areas for discussion.
- 1.4.3** Special technical meetings to resolve issues with Contractor, utilities (e.g., Pacific Gas & Electric), regulators, and local agencies having jurisdiction (including Department of Health Services, fire department, Bay Area Air Quality Management District), Valley Water's operations staff and contractors, and any participants.

SCHEDULE CM SCOPE OF SERVICES

1.4.4 One-on-one meetings with Valley Water to provide a brief update of the Consultant's activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention, in a weekly/bi-weekly meeting/conference call with the VWPM.

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

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

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

1.6 Project-Specific Subtasks [NOT USED]

Task 1 - Deliverables

1. Construction Management Work Plan. [1.1]
2. Quality Assurance and Quality Control Plan [1.2]
3. Construction Contract Weekly & Monthly Progress Reports. [1.3]
4. Agenda & Minutes for meetings. [1.4]
5. Master Calendar & Master Project Directory. [1.5.2]

Task 1 - Assumptions

1. For budgeting purposes, it is assumed that Consultant will perform all services except those expressly excluded.

Task 2 - Preconstruction Services

Consultant shall review the construction documents prior to advertisement and provide written comments to Valley Water identifying any constructability concerns for Valley Water's consideration. Consultant will organize and conduct pre-construction conferences, coordinate with Valley Water on community outreach, including public meetings, and the following tasks as described below.

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

SCHEDULE CM SCOPE OF SERVICES

- 2.2 Construction Contract Documents Review.** If requested, Consultant will conduct constructability reviews of the construction contract documents (Contract Documents) prior to construction contract bidding and provide written comments to Valley Water identifying any constructability concerns for Valley Water's consideration. The review will identify key issues and challenges that can be eliminated with adjustments to the design and identify challenging areas of the Project. Based on this review, Consultant will perform the services listed below.
- 2.2.1 Familiarize itself with the site and the Contract Documents and perform an independent constructability review and evaluate potential claim risks.
 - 2.2.2 Facilitate the constructability reviews with Consultant-provided experts, Valley Water staff, Valley Water Designer, and other participants as directed by Valley Water.
 - 2.2.3 Review and provide written comments on the Construction Risk Management Plan Updates, if available, prepared by others.
 - 2.2.4 Prepare a constructability review written report, based on the approved template in 2.1.
- 2.3 Preconstruction Conferences.** Consultant will coordinate and conduct preconstruction conferences.
- 2.3.1 Organize and conduct preconstruction conferences with Valley Water, Valley Water Designer, Contractor, and applicable federal, state, local, and other regulatory agency representatives, in accordance with Valley Water's Construction Manual (see Schedule CM, Attachment Four, Reference Materials), and Consultant's CM best practices as applicable and appropriate. The first conference will serve as a kick-off meeting for construction of the Project.
 - 2.3.2 Review and become familiar with the Contract Documents, including but not limited to, performing field site visits, conferring with Valley Water staff on the intent of and details for the Project, and developing a list of anticipated Contractor submittals.
 - 2.3.3 Participate in the preconstruction conference with Valley Water and Valley Water's Designer and prepare an agenda and meeting minutes for distribution.
 - 2.3.4 Develop an agenda to discuss Project requirements, constraints, and construction procedures that consist of:
 - a. Reiteration of the goals of the Project;
 - b. A review of the rules for working within Valley Water's right of way, including within temporary rights of way secured by Valley Water;
 - c. Permit requirements, quality control, site safety, site security and maintaining Valley Water's good-neighbor policy; and
 - d. Review the checklist of activities that must be confirmed before Contractor starts construction activities, such as: layout of Contractor's offices, construction staging, sequencing of the work, and cooperation of Contractor with Valley Water staff.
 - 2.3.5 Record draft and final meeting minutes and distribute minutes to attendees.

SCHEDULE CM SCOPE OF SERVICES

2.4 Review Reports and Infrastructure

- 2.4.1 Consultant will review the geotechnical baseline report and geotechnical data report to adhere to subtask 2.1 Constructability Review Report Template, Construction Contract Documents Review, and provide written comments.
- 2.4.2 Consultant will prepare the pre-bid site summary report to include photographs.
- 2.4.3 Consultant will identify existing infrastructure within or adjacent to the Project limits and recommend infrastructure to be included in the Project specifications for the Contractor's required preconstruction surveys.

2.5 Project Specific Subtasks

- 2.5.1 Bidding Assistance - Consultant will assist Valley Water with its Contractor bidding process by preparing addenda, attending pre-bid meetings, preparing meeting minutes, reviewing and analyzing all bids submitted.

Task 2 - Deliverables

- 1. Construction review report template
- 2. Constructability review written report
- 3. Notes regarding Construction Risk Management Plan updates
- 4. Notes regarding Consultant's bid analysis and recommendations
- 5. Notes regarding Contractor pre-qualification recommendations
- 6. Pre-bid and site visit(s) written meeting minutes and notes
- 7. Pre-bid site summary report
- 8. Draft Notice to Begin Work
- 9. Preconstruction meeting agenda
- 10. Preconstruction meeting minutes
- 11. Bidding Assistance such as addenda, meeting minutes, and summary memo of bids received.

Task 2 - Assumptions

- 1. Assumes adequate time is available for the Consultant to perform pre-construction services before Valley Water solicits bids from the prequalified contractors.
- 2. Consultant services may be limited due to the available time between the timing of advertisement for construction bids, and Consultant NTP. Parties will mutually agree on scope of pre-construction services at Project inception.

Task 3 - Construction Management

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

SCHEDULE CM SCOPE OF SERVICES

3.1 Construction Management Processes. Consultant will develop/update:

- 3.1.1 Request for Information (RFI) Process that will include, but not be limited to, receiving, reviewing, analyzing, determining required response suspense date, logging, routing, distribution, timely response, tracking, compiling a listing/database, and reporting. Consultant will coordinate and manage the RFI review and approval process in a timely manner. The RFI Process document is an engineering document and therefore requires a licensed professional engineer's signature;
- 3.1.2 Submittal Process that will include, but not be limited to, receiving, confirming compliance with submittal requirements, reviewing, analyzing, logging, routing, distribution, timely response, tracking, compiling a listing/database, and reporting. Consultant will coordinate and manage the Submittal review and approval process in a timely manner. The Submittal Process document is an engineering document and therefore requires a licensed professional engineer's signature;
- 3.1.3 Change Management Process to manage and control changes to the Construction Contract Documents. This will include, but not be limited to, procedures for Contract Document Clarifications (CDC), Potential Change Orders (PCO), Change Orders (CO), Directed Change Orders (DCO), Construction Memos and time and materials expenditures for force account or extra work directives. Consultant will manage and control these changes using the process. The Change Management Process document is an engineering document and therefore requires a licensed professional engineer's signature.
- 3.1.4 Construction Contract Payment Process that will include, but not be limited to, the review of the Contractor's schedule of values, negotiation with the Contractor if required, use of Valley Water's standard payment forms, preparation of payment requests by the Contractor, materials on hand, retentions, liquidated damages, verification of certified payrolls, Small Business Enterprise performance, percentage of contract payments, s-curves. This process will be used to process Contractor's progress payments. The Construction Contract Payment Process document is an engineering document and therefore requires a licensed professional engineer's signature.

3.2 Construction Management Plans. Consultant shall prepare:

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

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- b. Monitoring and training Project participants on its use; and
 - c. Providing monthly reports.
- 3.2.2 Record Document Management Plan which will include but not be limited to the maintaining and updating the set of Construction Contract Documents, recording addenda, design clarifications, and other modifications implemented during the construction. The Plan will also include the approach to be used by the Consultant to monitor that the Contractor is maintaining and updating its as-built drawings monthly.
- 3.3 Construction Management Action Item and Decision Log.** Consultant will establish and maintain a log of Construction Management Action Items and Decisions. Consultant will provide monthly updates to the VWPM.
- 3.4 Project-Specific Subtasks**
- 3.4.1 Schedule Management Plan. If requested, Consultant shall prepare a schedule management plan which will include but not be limited to the review of the Contractor's baseline and updated schedules, the review of the Contractor's four-week look-ahead schedule reported weekly by the Contractor, review the progress of construction, evaluate the percentage complete of each construction activity, review with the Contractor such reviews (four-week look-ahead, monthly updated schedule). monitoring, tracking of the construction schedules, use of inspector's daily reports, weekly summary reports, observations, review of Contractor's recovery schedules, evaluation of potential delays. The plan will also include reviews for Contractor's time extension requests and time impact analysis. The Consultant will also prepare and update a detailed and a high level weekly and monthly as-built (actual versus planned) schedule for use by the VWPM.
 - 3.4.2 Correspondence/Notices Management Plan. If requested, Consultant will log all correspondence and notices with the Contractor and Valley Water and assist in the preparation of correspondence / replies to the Contractor.
 - 3.4.3 Budget Management Plan. If requested, Consultant will maintain a budget tracking system which documents actual versus planned expenditures and provide monthly budget reports in conjunction with monthly schedule status reports.
 - 3.4.4 Plant Outage Plant Shutdown (POPS) Coordination. Consultant will lead the coordination of Plant Outage and Plant Shutdown Requests which are needed to facilitate the construction work
 - 3.4.5 As-Built Documentation. Consultant shall maintain an up-to-date electronic as-built (redline) copy of the Project plans and specifications. Consultant must demonstrate that all as-built documents are current prior to receipt of payment for monthly billing period.
 - 3.4.6 As-Needed Technical Support - As requested by Valley Water Project Manager, Consultant shall provide as-needed general engineering support including, but not

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limited to, attendance at meetings, review of drawings, specifications, memos or other documents.

- 3.4.7 Submittal Technical Review and Comments - Consultant will review the construction contractor's submittals for compliance with the Contract Documents to support the successful completion of the Project. Consultant will review submittals as required in the construction Contract Documents. Consultant must review, respond and return all construction contractors' submittals as promptly as possible, but in no case later than fifteen (15) calendar days from receipt of the submittals
- 3.4.8 RFI Technical Review and Comments - Consultant will review and provide timely responses to the construction contractor's Requests for Information (RFIs) to support the successful completion of the Project.

Task 3 - Deliverables

- 1. RFI, Submittal, Change Management, & Construction Contract Payment Processes (documents & flowcharts). [3.2]
- 2. Document Control, Record Document Management Plans (documents and Flowcharts). [3.2]
- 3. Construction Management Action Items and Decision Log. [3.3]
- 4. As-Built Documentation. [3.4.5]
- 5. Submittal Review Comments. [3.4.7]
- 6. RFI Review Comments. [3.4.8]

Task 3 - Assumptions

- 1. For budgeting purposes, it is assumed that Consultant will perform all services except those expressly excluded.
- 2. For the web-based Document Control System (DCS), the Consultant shall provide three levels of access as follows:

Level 1 - accessible to contractor, Consultant, Valley Water, and Valley Water's Designer (read only and transmit): information such as issued change orders, requests for information which have been responded to, signed correspondence transmitted between Consultant and contractor, returned submittals, and certain construction-related information as deemed appropriate by Valley Water and Consultant;

Level 2 - accessible only to Valley Water and Consultant: information accessible according to Level 1, plus all construction related information as deemed appropriate by Valley Water and Consultant; and

Level 3 - as determined by Valley Water.

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3. Consultant will provide training for Valley Water, Valley Water Designer, and Contractor as appropriate for proper use of web-based Document Control System.
4. Consultant review of RFI's, Submittals and other services of this task will require consultation with the Valley Water Design Engineer where needed to establish or confirm the original design intent.
5. For budgeting purposes, the expected number of Contractor deliverables are:
 - a) 1400 Submittals, including re-submittals, requiring an average of 6 Man-hours per submittal for the review.
 - b) 300 RFI's, requiring an average of 2.5 man-hours/RFI for preparing RFI response.
 - c) 250 Design Clarification memos (DCM), requiring an average 10 man-hours/DCM
 - d) Submittals, RFI's, DCM which pertain to electrical, I&C and SCADA disciplines are expressly excluded from the Consultant scope.

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

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

4.1 QA/QC Program. Consultant will develop and implement a QA/QC Program which will include:

- 4.1.1 Plan to enforce the Contractor's QA/QC plan.
- 4.1.2 Plan or approach that the Consultant will use to monitor and document that the Contractor's construction activities are performed in accordance and in compliance with the Construction Contract Documents, permit requirements and all applicable codes, standards and regulations including documentation of non-conforming activities and their resolution.
- 4.1.3 Plan or approach that the Consultant will use to confirm that all construction activities are inspected and observed by qualified inspectors that the activity is in compliance with the Contract Documents, and will include but not be limited to monitoring and tracking of the daily work of the Contractor, identification of site and operational safety conditions (see Task 7 Construction Inspections, subtask 7.4 Special and Specialty Inspections).
- 4.1.4 Construction Quality Control Inspection Plan (per subtask 4.2.1 Construction Quality Control Inspection Program) defining responsible persons for the performance of QA and QC activities.

4.2 Project-Specific Subtasks

- 4.2.1 Construction Quality Control Inspection Program. Consultant shall develop/update the Construction Quality Control Inspection Program (CQCIP). The Consultant shall implement the program including the following:

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- 4.2.2 Performing Quality Assurance inspections of the Contractor's construction Quality Control program for the Project.
- 4.2.3 Engaging an independent firm, as a specialty firm or a subconsultant, to conduct a reasonable percentage of materials and laboratory tests to provide assurance that the Contractor's QC testing is accurate and valid and complies with design requirements.

Task 4 - Deliverables

- 1. Construction Management QA/QC Program. [4.1].
- 2. Construction Quality Control Inspection Program (CQCIP) (Draft, Draft Final, and Final) [4.2.1]
- 3. Various Report Forms (Non-Conformance, Environmental Deficiency, etc.) [4.2.1]
- 4. Schedules (Inspection, Materials, etc.) [4.2.1]
- 5. Inspection Checklists [4.2.1]

Task 4 - Assumptions

- 1. For budgeting purposes, it is assumed that Consultant will perform all services except those expressly excluded.
- 2. QA/QC Program for Electrical, I&C and SCADA will be performed by others, and are expressly excluded from Consultant scope of services and budget.

Task 5 - Safety Management

Consultant will perform services relating to safety management of the Consultant's Staff.

- 5.1 Safety Program.** Consultant will prepare a site specific Safety Management plan. Consultant will review, provide written comments to Valley Water, and coordinate the Consultant's safety program with Valley Water safety rules and Contractor's safety program and will implement these practices to provide for a coordinated approach to construction safety.
- 5.2 Safety Training.** Safety training will be provided to Consultant's Project staff in accordance with Cal/OSHA requirements and along with routine refresher training. Each member of the team and visitors to site will have appropriate personal protection equipment (PPE) and be provided with safety instructions. Training and safe work records will be maintained and posted at the construction site to promote safety and make working safely a visible and important part of the daily work responsibilities.
- 5.3 Consultant Safety Activities.** Consultant will document all safety activities in safety oversight records and will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate:
 - 5.3.1 Review, monitor and adhere to Contractor's safety program and work activities for compliance with the Contract Documents and safety regulations such as Cal/OSHA.
 - 5.3.2 Implement safety oversight activities as identified in Consultant's construction specific Safety Management Plan portion of the CMWP.

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- 5.3.3 Ensure and verify that Consultant's own field employees are trained, and training is current with refresher training in accordance with the applicable Cal/OSHA regulations.
- 5.3.4 Ensure that Consultant's employees be provided with safety instructions in accordance with Cal/OSHA's General Safety Orders prior to exposure to hazards of the job site. This includes the Consultant's own subconsultants and others providing services, including Valley Water staff and Valley Water's Designer who may frequently or occasionally visit the site to conduct business related to the construction.
- 5.3.5 Maintain records of training on file for all persons working or entering the site relating to work on the construction.
- 5.3.6 At all times comply with all safety rules and regulations enacted or implemented by Valley Water and any local, state or federal agency that are applicable to Consultant's Services.
- 5.3.7 Monitor, identify, and notify Contractor and Valley Water promptly, of any potential safety issues; comply with all applicable required safety provisions and requirements.

Task 5 - Deliverables

1. Safety Management Plan (document and flowchart)
2. Review Contractor's safety program, including compliance with Cal/OSHA and Valley Water safety program standards
3. Submittal comments on Contractor's safety program
4. Consultant's safety oversight records maintained on site
5. Logs of Consultant staff safety training

Task 5 - Assumptions

1. For budgeting purposes, it is assumed that Consultant will perform all services except those expressly excluded.
2. Safety Management of other consultants engaged by Valley Water is expressly excluded from the Consultant scope and responsibility.

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

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

6.1 Valley Water Staff Training. Consultant will coordinate Contractor-provided Valley Water staff training.

6.1.1 Consultant will arrange for any manufacturer-provided Valley Water staff training that may be required and will do the following:

- 6.1.1.1 Review Contractor's training schedules and training plans.
- 6.1.1.2 Coordinate and provide all logistics for the training.

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

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

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

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

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

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

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

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

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

6.2.1.5 Prepare start-up and commissioning plans.

6.2.1.6 Coordinate and schedule start-up and commissioning activities.

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

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

6.3 Project-Specific Subtasks.

6.3.1 Operators Training - Consultant will coordinate operator training and assist in developing operating procedures and processes so Valley Water staff can learn to operate the upgraded plant.

6.3.2 Standard Operating Procedures Creation - Consultant will develop up to 30 Standard Operating Procedures (SOP) to facilitate the successful operation of the new processes at the Rinconada WTP.

Task 6 - Deliverables

1. On-site training facilities (as provided by Valley Water)

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2. Operator training and assistance will be provided during testing, start-up and commissioning
3. Coordination of manufacturer-provided training during testing, start-up and commissioning
4. Start-up and Commissioning Plans and implementation
5. Weekly reports of start-up and commissioning activities
6. Logs of Contractor and subcontractor's attendance at required trainings
7. Standard Operating Procedures

Task 6 - Assumptions

1. All recommended and required training, including any video training, will be conducted at an existing field office, in a Valley Water office, or in the Consultant's office as requested by Valley Water.
2. All of Consultant's staff is required to have appropriate biological, environmental, safety training in accordance with federal, state, and local laws, regulations, and ordinances as required to complete the CM Consultant's tasks and responsibilities identified in this Contract.
3. For budgeting purposes, it is assumed that Consultant will perform all services except those expressly excluded.
4. Electrical, I&C, and SCADA training, startup, testing and commissioning by others. Consultant will coordinate with other consultants engaged by Valley Water.

Task 7 - Construction Inspections

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

Consultant will certify via daily inspection reports, or other written methods, that Work inspected is in compliance with Project Documents.

7.1 Inspections. During inspections, Consultant will:

- 7.1.1 Have qualified staff present during construction work hours to verify whether work is accomplished in accordance with the Contract Documents.
- 7.1.2 Provide for monitoring of the construction work and field verification of Contractor's QA/QC program.
- 7.1.3 Plan and coordinate with the Contractor inspections of construction work to provide the needed special and specialty inspections. Inspections will focus on Contractor compliance with Contract Documents, and permit requirements.

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- 7.1.4 Provide with the inspection reports a written and photographic record of observations including weather conditions, Contractor work force and equipment, and significant material or equipment deliveries.
- 7.1.5 Verify work quality with the Consultant inspection staff through visual inspection, materials testing, and will utilize as-needed special and specialty inspections.
- 7.1.6 During inspections, advise the Contractor of any nonconforming work observed and, if not corrected within designated timeframes, notify Valley Water.
- 7.2 Nonconforming Work.** Nonconforming work, corrected or not corrected in accordance with designated timeframes, will both be recorded on deficiency lists and addressed in QA/QC meetings as well as the monthly progress meetings. Consultant will:
- 7.2.1 Provide sufficient qualified, experienced inspection staff to monitor all major work activities associated with work performed on all shifts and days worked by Contractor, and to perform all inspections, special and specialty inspections as required per the QA/QC Program.
- 7.2.2 Inspect materials, equipment, construction procedures, work in progress, and completed work for compliance with the Contract Documents.
- 7.2.3 Monitor Contractor's look-ahead schedule and confer with Contractor so that qualified personnel including specialty inspectors are scheduled on an as-needed basis to inspect and monitor quality control for all major work activities.
- 7.2.4 Inspect completed work for contract compliance and generate appropriate deficiency lists.
- 7.2.5 Prepare Daily and Weekly Inspection Reports detailing weather conditions, status of work, and the location and type of work performed by Contractor, in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. These reports should include:
- a. For each work activity, document the number and classification of craft labor, supervision, equipment (including idle equipment), and materials used.
 - b. Note material and equipment deliveries or off-hauls, any non-adherence to safety procedures along with corrective action taken, delays – including cause of delay, equipment breakdowns or other field problems, visitors, and other pertinent observations. Augment reports with sketches and digital photographs.
 - c. Maintain a chronological photographic record of construction.
- 7.2.6 Verify progress of work for payment purposes and determine whether Contractor's progress payment request reflects the submitted schedule of values and the work actually performed and document these activities in the monthly progress report.
- 7.2.7 Develop and implement a written communication system and database notifying Contractor of all nonconforming work and safety violations.
- 7.3 Division 1 and Special Provisions Compliance.** The Special Provisions section of the Contract Documents state work requirements for the construction including phasing and sequencing, construction coordination, and permit compliance. The Special Provisions section of the Contract Documents also includes restrictions on work hours, traffic control, and limiting impacts to surrounding neighborhood.

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- 7.3.1 The Consultant will monitor Contractor compliance with the Special Provisions, Contract Documents, and mitigation measures thereby reducing risk during construction. Consultant will provide the Contractor with written notification when the Consultant observes work activities or job conditions violating requirements of the Special Provisions. These noncompliance notifications will be logged into the DCS and notification will be provided to the Contractor and Valley Water. These concerns will be followed up at weekly construction meetings and at QA/QC meetings to assure the Contractor mitigates previous actions and performs work in accordance with Special Provisions. Consultant will, in accordance with Valley Water's Construction Manual and Consultant's CM best practices:
- 7.3.1.1 Monitor Contractor compliance with all Division 1 and Special Provisions specifications.
 - 7.3.1.2 Provide written notification to Contractor and Valley Water with a compliance concern.
 - 7.3.1.3 Provide immediate notification to Contractor and Valley Water of noncompliance with specifications and permits.
- 7.4 Special and Specialty Inspections.** Special and specialty inspections require certifications or in some cases professional registrations in accordance with California Building Code and governing regulations. Consultant will provide such certifications or registrations for the Project.
- 7.4.1 Consultant will, based on and in accordance with Valley Water's Construction Manual, the Special and Technical Provisions of the Project Construction Contract Specifications, applicable ASME Code and relevant industry standards and best practices, provide, conduct, and/or verify the compliance with and completion of special inspections, as applicable and appropriate, for the Project.
 - 7.4.2 At a minimum, Consultant will provide, conduct, and/or verify the compliance with and completion of all special inspections, as applicable and appropriate, for Alternate Materials and Systems, Soil (Grading, Excavation, and Backfill), Shotcrete and Fiber Reinforced Shotcrete, Pre-excavation and Post-excavation/Concrete Grouting, Support of Excavation including Soil Nails, Rock Dowels, Wire Fabric, and Steel Ribs; Steel Jacking Pipe, Foundations, Asphalt Concrete, Reinforcing Steel, Concrete, Masonry, Structural Steel, High Strength Bolting, Nondestructive Testing, Fire-Resistant Materials (Spayed and Mastic & Intumescent), Glulam and Truss Joists, Post installed Anchors and Dowels (Installation and Proof Loading), Seismic and Wind Resistance Requirements, and Architectural and Building System Requirements.
- 7.5 Permit-Required Training. [NOT USED]**
- 7.6 Project-Specific Subtasks**
- 7.6.1 Aerial Photography - Consultant will retain an aerial photographer to document construction progress.
 - 7.6.2 Construction Cameras - Consultant will provide high resolution digital webcam system designed specifically for the construction industry.

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Task 7 - Deliverables

1. Maintain Daily Inspection Reports
2. Maintain weekly inspection summary reports
3. Photographic records (in both digital and printed forms)
4. Deficiency lists
5. Notifications of non-conformance to the Contractor and Valley Water
6. Special inspection verification reports
7. Written communication system and database notifying Contractor of all nonconforming work and safety violations
8. Maintain compliance records with Daily Inspection Reports
9. Maintain compliance records that all personnel engaging in construction activities are aware of all permit requirements and conditions, including the regulatory permits included in the Project Specifications, and take the necessary training
10. Maintain records on correspondence to Contractor on compliance issues
11. Perform special inspections
12. Maintain records regarding specialty inspection

Task 7 - Assumptions

1. Photographs will be taken daily by inspection staff during regular inspection hours and included in Daily Inspection Reports.
2. Consultant will satisfactorily complete the necessary environmental, biological, safety training required to complete the contract tasks in accordance with federal, state, and local laws, regulations, and ordinances required for the construction of the Project.
3. Construction Contractor will conduct all biological inspections, monitoring, and reporting. Consultant will provide regulatory compliance oversight to confirm Contractor's work and verify compliance with Project permits and Specifications.
4. Valley Water will be the point of contact with the regulatory agencies.
5. Regulatory compliance violations will be reported by the Consultant to Valley Water immediately upon discovery.
6. For budgeting purposes, it is assumed that Consultant will perform all services except those expressly excluded.
7. Inspection services for Electrical, I&C, and SCADA will be performed by others, and are expressly excluded from the Consultant scope of services and budget.

Task 8 - Partnering, Claims and Disputes Management

Consultant will attend the partnering sessions, which will include the initial partnering session and follow-up sessions, as directed by Valley Water. If requested, the Consultant will facilitate a claims management process to address the potential of construction claims and disputes including organizing selection of Valley Water's representative and coordinating activities of the Dispute Review Board (DRB). These steps will include reasonable efforts to address disputes and prepare

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position papers for presentation to the DRB. A claims and disputes management plan will be included in the Construction Management Work Plan (CMWP) to provide strategies for identifying, organizing, managing, and addressing potential claims.

- 8.1 Partnering.** If requested, Consultant will attend the partnering sessions, after construction commences.
- 8.2 Claims Management.** If requested, Consultant will perform services relating to claims and management of disputes. Beginning with commencement of this Agreement, Consultant will identify key risks and implement proactive strategies to address potential claims and disputes before they occur. One method of addressing disputes that may arise during construction of the Project is through implementation of a Dispute Review Board (DRB). Consultant will:
- 8.2.1 Implement Valley Water-approved procedures including processes for analyzing claims, coordination, and communication on disputed issues with Project team, and tracking progress of claim and disputes.
 - 8.2.2 Participate with Valley Water in the Dispute Review Board process, including:
 - 8.2.2.1 Coordinate selection of Valley Water's DRB member.
 - 8.2.2.2 Attend DRB meetings and update the DRB on construction progresses and any potential issues that require DRB's resolution.
 - 8.2.2.3 Prepare written "position papers" and verbal presentations to be reviewed by Valley Water and which may be used for presentation(s) to the DRB as needed.
 - 8.2.3 Implement a claims and disputes management plan, with regard to issues remaining unresolved, as identified in Consultant's CMWP in accordance with Valley Water's Construction Manual and Consultant's CM best practices as applicable and appropriate. Consultant will implement prescriptive procedures from the CMWP and coordinate continued efforts to resolve the claims or disputes with Valley Water and Project team, including notification, compiling supporting documentation and records, and claims analysis.
 - 8.2.4 Apply management skills to avoid or minimize claims during construction by maintaining a positive working relationship with the Contractor and make all reasonable efforts to review and resolve disputes on behalf of Valley Water as approved by Valley Water.
 - 8.2.5 Identify and resolve claims for additional compensation early and equitably.
 - 8.2.6 Apply procedures for enabling work to proceed in the event differences arise over the responsibility for, or cost of, added work.
 - 8.2.7 Document events and activities accurately to provide a reliable basis for investigation at a later date.
 - 8.2.7.1 Maintain documentation and records on all relevant decisions and facts relating to disputes on an ongoing basis.
 - 8.2.7.2 Maintain records in an orderly manner and make available to Valley Water Project personnel upon request.

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- 8.2.8 Analyze claims for additional time and/or compensation submitted by Contractor and prepare responses.
- 8.2.9 Perform claims administration, including coordination and monitoring, perform claims resolution negotiations, log and track claims status, and inform Valley Water on the status of claims or potential claims.
- 8.2.10 If Contractor files a notice of potential claim or dispute in accordance with the Contract Documents, Consultant will:
 - 8.2.10.1 Promptly notify the Contractor the Notice was received.
 - 8.2.10.2 Notify Valley Water and Valley Water's Designer of the dispute.
 - 8.2.10.3 Assign a dispute tracking number to the dispute and create dispute file.
- 8.2.11 The following information shall be prepared and continuously updated and maintained in the dispute file by Consultant:
 - 8.2.11.1 All formal data, pertinent data, and records such as daily Contractor reports, progress pay reports, special meeting notes, reports, summaries;
 - 8.2.11.2 Summary of the dispute, by issue, clearly stating the Contractor's position on each issue. The summary will include:
 - 8.2.11.2.1 A summary sheet with a chronological listing of events and/or items such as letters to Contractor, meetings, and a brief statement of content;
 - 8.2.11.2.2 Documentation of pertinent conversations with Contractor;
 - 8.2.11.2.3 All pertinent inspection reports; and
 - 8.2.11.2.4 Captioned and dated photos and video tape.
 - 8.2.11.3 Additional documents, such as:
 - 8.2.11.3.1 Drawings, shop drawings and Technical Specifications with the areas in question highlighted or noted by other appropriate means;
 - 8.2.11.3.2 Correspondence between Consultant and Contractor, Consultant and Valley Water Designer; and
 - 8.2.11.3.3 Any other documentation that supports the positions of the Contractor, Consultant, and Valley Water.
- 8.2.12 If a potential or finalized claim is not resolved by the completion of the Project, Consultant shall prepare a formal written claims report stating the Consultant's recommendation for resolution of each pending dispute, potential, and finalized claim. The claims report shall be prepared in the appropriate format and shall be provided to Valley Water.

Task 8 - Deliverables

1. Organize Dispute Review Board (DRB) and generate DRB agenda and meeting minutes
2. Maintain documentation regarding potential and actual disputes to provide for a reliable basis for investigation

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3. Written position statements, verbal presentations, regular updates on progress of Project to DRB
4. Maintain a dispute file
5. Claim status reports (Draft, Draft Final, and Final)
6. Claim analysis reports (Draft and Final)
7. Formal claims report as needed (Draft, Draft Final, Final)

Task 8 - Assumptions

1. For budgeting purposes, it is assumed that Consultant will perform all services except those expressly excluded.

Task 9 - Environmental Compliance Services [NOT USED]

Environmental compliance services will be performed by others.

Task 10 - Acceptance and Close-Out

Consultant will facilitate commissioning in accordance with the completion of the construction phases and facilitate acceptance of each construction milestone and the construction once their respective commissioning period has been completed and shall document all such activities in the weekly progress report. During the later stages of construction for each milestone, the Consultant will meet with the Contractor and develop deficiency lists based on records of inspection and observed non-compliant work and document such activities in the weekly progress report. The Consultant will regularly follow up with the Contractor to address the deficient work items prior to commencement of operational testing. Included with system acceptance will be obtaining required warranties and guarantees from equipment manufacturers and contractors which fully comply with the Contract Documents.

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

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

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- 10.1.2 Consultant will review the deficiency list and manage the deficiency list process in accordance with the Consultant's CM best practices. Consultant will:
- 10.1.2.1 Coordinate the efforts of Valley Water's Designer, Valley Water, permit authorities to develop a list of deficiencies and provide the list to Valley Water's Project Manager. Valley Water's Project Manager will be the primary point of contact between the Consultant and Valley Water's Designer, Valley Water staff, and permit authorities.
 - 10.1.2.2 Coordinate with Contractor and other parties to correct the deficiencies including a description of the final disposition of the deficiency in the Milestone Completion Report and Final Project Report.
 - 10.1.2.3 Conduct an inspection of the completed work for each milestone, and of the entire jobsite, and review all documents to determine if all construction efforts are in compliance with the Contract Documents and provide written documentation.
 - 10.1.2.4 Verify closure, completeness, and delivery of all RFIs, submittals, O&M documents, spare parts, training and testing activities, record documents, construction photographs, warranties, guarantees, maintenance bonds, non-conformance reports.
 - 10.1.2.5 Provide Valley Water with complete documentation required for each milestone acceptance and the final construction acceptance and closeout of the Construction Contract.
 - 10.1.2.6 Coordinate warranty services with Contractor and Valley Water through completion of each milestone as required and through final completion and acceptance of the construction.
 - 10.1.2.7 Provide Valley Water with warranty calendars with recommended warranty inspection dates prior to warranty expirations.

Task 10 - Deliverables

1. Completion Reports for Milestones
2. Final Project Report
3. Deficiency List process lists, reports, documentation
4. Documentation required for final acceptance and closeout of Milestones 3, 4 5 and 6, including one digital copy and two printed copies of all construction photographs organized by major facility and by construction timeline
5. Warranty calendars

SCHEDULE CM SCOPE OF SERVICES

Task 10 - Assumptions

1. For budgeting purposes, it is assumed that Consultant will perform all services except those expressly excluded.
2. Acceptance and close out activities for Electrical, I&C and SCADA will be performed by others and are expressly excluded from the Consultant scope of services and budget.

Task 11 - Supplemental Services

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

11.1 Specific Supplemental Services. If requested, Consultant will perform supplemental tasks. Specific examples of possible Supplemental Services include, but not limited to:

- 11.1.1 Value Engineering / Risk Reduction. Consultant will facilitate value engineering and risk reduction workshops.
- 11.1.2 Assist Valley Water in the evaluation of alternative technical concepts or alternative construction approaches proposed by the Contractor.
- 11.1.3 Participate with Valley Water Designer in the evaluation of alternative design approaches.
- 11.1.4 Provide expertise and assistance in the evaluation of rim stability solutions.
- 11.1.5 Participate with Valley Water Designer and Valley Water in design modification analyses to accommodate changes.
- 11.1.6 Perform special studies and analyses on topics requested by Valley Water.
- 11.1.7 Provide resources to augment Valley Water staff for technical or management services in response to changed conditions or additional work scope.

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

- 11.2.1 Additional meetings.
- 11.2.2 Additional time allotted for meetings.
- 11.2.3 Additional status/progress reports.
- 11.2.4 Additional phone conference calls.
- 11.2.5 Additional pages or copies of technical memoranda, plans, reports.

**SCHEDULE CM
SCOPE OF SERVICES**

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

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

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**SCHEDULE CM
ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$30,106,678** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown

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

COST BREAKDOWN

Task	Description	Total Not-to-Exceed Fees
1	Project Management	\$5,966,368
2	Preconstruction Services	\$336,000
3	Construction Management	\$10,611,486
4	Quality Assurance and Quality Control (QA/QC)	\$1,787,513
5	Safety Management	\$293,380
6	Training, Testing, Start-Up, and Commissioning	\$3,040,736
7	Construction Inspections	\$4,522,456
8	Partnering, Claims and Disputes Management	\$81,481
9	Environmental Compliance Services [NOT USED]	\$0
10	Acceptance and Closeout	\$730,287
11	Supplemental Services	\$2,736,971
Total Not-to-Exceed Fees		\$30,106,678

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.

**SCHEDULE CM
ATTACHMENT ONE
FEES AND PAYMENTS**

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

B. Reimbursable Expenses

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager (VWPM) will be billed on a monthly basis at actual cost linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide 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%.

**SCHEDULE CM
ATTACHMENT ONE
FEES AND PAYMENTS**

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. For staff with rates exceeding the rate of \$350/hr, the Consultant must obtain written approval from the Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project.

D. Prevailing Wage Requirements

- 1) The Scope of Services described in Tasks 3, 6, and 7 are considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
- 2) In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**SCHEDULE CM
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/UNIT RATE
Consultant: Parsons	
Project Principal	\$350.00
Construction Manager	\$273.59
Asst. Construction Manager	\$240.43
CMIS Support	\$208.98
Estimator	\$228.87
Chief Engineer	\$264.88
Structural PE	\$264.88
Mechanical PE	\$264.88
Process PE	\$264.88
Civil PE	\$264.88
Field Contract Administrator	\$200.00
Safety Manager	\$220.00
Concrete Inspector	\$159.70
Structures Inspector	\$159.70
Pipeline/Civil Inspector	\$155.05
Disputes Advisor	\$249.69
Subconsultant: Jacobs	
Senior Office Engineer	\$225.47
Startup, Commissioning Engr	\$247.71
Assistant Operator	\$167.85
Assistant Operator 2	\$240.05
POPS Coordinator	\$225.47
Chief Construction Inspector	\$194.48
NACE Inspector	\$200.68
Welding Inspector	\$200.68
Subconsultant: CPM	
Pre-Construction Manager	\$250.00
Junior Engineer	\$111.56
Document Control Specialist	\$129.14
Scheduler/Project Control	\$246.74
Mechanical Inspector	\$195.57

**SCHEDULE CM
ATTACHMENT ONE
FEES AND PAYMENTS**

MATERIALS TESTING AND INSPECTION FEES

Subconsultant: BSK Associates		
Professional Staff	Unit of Measure (UOM)	2024
Senior Professional	Hr.	\$265
Project Professional I	Hr.	\$210
Staff Professional	Hr.	\$166
Project Administrator	Hr.	\$116
TECHNICAL STAFF (PREVAILING WAGE)		
Group 1 Special Inspector	Hr.	\$176
Group 2 Special Inspector	Hr.	\$171
Group 3 Engineering Technician	Hr.	\$154
Group 4 Technician	Hr.	\$138
Core Drilling Technician	Hr.	\$254
Sample Pickup/Transport/Delivery	Hr.	\$127
Laboratory Technician	Hr.	\$138
SOILS		
Standard Proctor, 4" (ASTM/AASHTO)	Ea.	\$311
Moisture Content of Soils (ASTM D2216)	Ea.	\$57
Sieve Analysis w/Wash ASTM D422)	Ea.	\$226
Plasticity Index (ASTM D4318)	Ea.	\$290
REINFORCING STEEL		
Tensile & Bend of Rebar #3 - #8	Ea.	\$195
Tensile & Bend of Rebar #9 -#11	Ea.	\$195
CONCRETE		
Cement Content Concrete (ASTM C1084)	Ea.	\$500
Compression Test of Concrete-4 (ASTM C39)	Ea.	\$180
Compressive Strength of Shotcrete Panel	Ea.	\$421
WELDING AND STRUCTURAL STEEL		
Face Bend of Steel	Ea.	\$80
Tensile Test of Steel Coupon	Ea.	\$110
Brinell Hardness of Steel (ASTM E10)	Ea.	\$131
Bolt Ultimate Load	Ea.	\$175
Rockwell Hardness of Steel (ASTM E18)	Ea.	\$131

**SCHEDULE CM
ATTACHMENT TWO
SCHEDULE OF COMPLETION**

This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.

1. This Agreement expires 30 months after the Effective Date, unless, prior to its expiration, its term is modified by a written amendment hereto and signed by both Parties.
2. 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

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

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

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

Team Member	Classification and Project Role	Contact Information
Jeff Kishel	Principal in Charge	786-427-5630 jeff.kischel@parson.com , 7600 Corporate Center Dr. STE 104, Miami, FL 33126
Ken Sinclair	Construction Manager	925-260-2943 ken.sinclair@parsons.com , 2495 Natomas Park Drive, Sacramento, CA 95833
Kenneth Buono	Deputy Construction Manager	202-510-8690 Kenneth.buono@parsons.com , 9 Sedgewood Rd., Unionville, CT 06085

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

Firm	Project Role	Contact Information
Conzor PMCM, Inc.	Project Controls and Inspection	408-234-9330 Tim Bramer, tim.bramer@consor.pmcm.com , 1663 Mission Street, Suite 425, San Francisco, CA 94103
Jacobs	Office Engineer and Inspection	925-260-7027 Issam Khalaf, issam.khalaf@jacobs.com , 4 Embarcadero, Suite 3800, San Francisco, CA 94111
BSK	Materials Testing	925-315-3151 Cristiano Melo, cmelo@bskassociates.com , 399 Lindbergh Ave., Livermore, CA 94551

- a. **Minimum Qualifications.** Consultant is required to maintain staffing that meet the minimum qualifications below. In the event that Key Staff changes are necessary, the Principal-in-Charge must submit a letter to the Valley Water Project Manager requesting the change in Key Staff. The request letter shall include a resume of the proposed individual and a statement certifying the proposed replacement meets the Minimum Qualifications listed below. Consultant must receive approval from Valley Water Project Manager prior to performing requested role. Valley Water Project Manager will provide approval or rejection within one business day of receipt of request letter.

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

- (1) Construction Manager
 - (a) At least 20 years of experience providing CM services for utility or infrastructure construction projects
 - (b) Demonstrate experience providing lead construction management services on two (2) projects of at least \$50 Million
 - (c) Demonstrate experience providing construction management services for one or more water/wastewater treatment plant projects of \$50 million or more
 - (d) Demonstrate direct experience providing construction management services at an operational water or wastewater treatment plant which required plant shutdowns and tie-ins.
 - (e) Demonstrate experience managing a team 10 or more individuals to administer a construction contract.
 - (f) At least ten (10) years of recent experience using CM software systems
 - (g) Shall possess a current license as a civil or structural engineer in the State of California and/or a be a Certified Construction Manager (CCM) as certified by the Construction Management Association of America or other nationally and construction industry recognized Construction Manager certification at the time of RFP submission.
 - (h) Desired that reference projects were completed within their original contract time and total cumulative change orders of 7% or less

- (2) Assistant Construction Manager
 - (a) At least 10 years of experience providing CM services for utility or infrastructure construction projects
 - (b) Demonstrate experience providing construction management services on one (1) project of at least \$50 Million
 - (c) Demonstrate experience providing construction management services at an operational water or wastewater treatment plant
 - (d) At least five (5) years of recent experience using CM software systems

- (3) Senior Office Engineer/POPS Coordinator
 - (a) At least ten (10) years of experience in CM, office engineering, field engineering, and/or design of utility infrastructure construction projects;
 - (b) Demonstrated experience providing office engineering services within the last 10 years for at least one (1) verifiable utility infrastructure construction project valued at \$50 million or more
 - (c) A baccalaureate degree in Civil, Mechanical, or Electrical Engineering or in a relevant engineering discipline from an accredited institution
 - (d) At least three (3) years of recent experience using CM software systems

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

- (e) Demonstrated experience in understanding and interpreting plans and specifications and in construction contract administration of submittals and RFIs
- (4) Chief Construction Inspector
 - (a) At least ten (10) years of recent experience in construction management and QA inspection of large and complex heavy civil engineering/construction projects
 - (b) Experience as Chief Construction Inspector or Inspector of Record of at least one (1) relevant, verifiable multi-disciplinary infrastructure construction project or water/wastewater treatment plant project valued at \$50 million
 - (c) Demonstrate experience of managing a team of inspectors on a multi-disciplinary construction project
 - (d) At least three (3) years of recent experience using CM software systems
 - (e) Fully knowledgeable of the following: construction inspection methods and current construction techniques; construction materials necessary to determine the quality and correct use in projects; and the safe working habits and regulations in relation to different phases of construction.
 - (f) Demonstrate ability to prepare and submit in a timely manner weekly and daily inspection reports.
- (5) Start-Up and Commissioning Engineer
 - (a) At least 10 years of verifiable construction experience in wastewater or water treatment plant testing, startup, commissioning and optimization
 - (b) Experience providing testing and startup services within the last 10 years for at least (1) verifiable wastewater or water utility construction project valued at \$50 million or more
 - (c) Experience commissioning and optimizing ozone and filter unit processes is desired
 - (d) Certification as a water or wastewater treatment plant operator is desired
 - (e) A baccalaureate degree in civil, environmental, industrial or other relevant engineering discipline from an accredited institution is desired.
- (6) Concrete/Structural/Civil Inspector
 - (a) Minimum 10 years of field experience overseeing the construction of large-scale, complex reinforced concrete structures such as dams, water/wastewater basins, highway bridges, or high rise building foundations.
 - (b) Demonstrated experience overseeing reinforced concrete construction within the last 10 years for at least three (3) verifiable

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

construction projects with a reinforced concrete scope valued at \$10 million or more. At least one reference project must have had concrete designed and placed in accordance with ACI 350

- (c) Possess current ICC Reinforced Concrete Special Inspector Certification or other nationally and construction industry recognized technical certification
- (d) It is desired that the individual have a baccalaureate degree in Civil or Structural Engineering and/or be a licensed civil/structural engineer
- (e) Journeyman technician is desired.

b. Liquidated Damages.

- (1) If Consultant does not maintain availability of Key Staff who meet the Minimum Qualifications per this Agreement to successfully Perform each Scope of Service described in attached Schedule(s) to meet the purposes specified in this Agreement, it is agreed that damages shall be sustained by the Valley Water and that it is and shall be impracticable and extremely difficult to ascertain and determine actual damage that Valley Water will sustain. It is agreed that the Consultant shall pay to Valley Water the sum(s) set forth in the table below. Liquidated Damages shall be assessed separately and independently.
- (2) The Consultant agrees to pay Liquidated Damages herein provided for, and further agrees that the Valley Water Project Manager may deduct the amount thereof from any moneys due, or that may become due, to the Consultant under the Agreement. Imposition of Liquidated Damages shall not preclude the Valley Water Project Manager from taking other action as deemed appropriate to ensure performance of the Agreement and shall not relieve the Consultant of its responsibility to comply with the Agreement.
- (3) Consultant's failure to maintain specified staffing levels may result in delays to significant or critical path construction activities for which Valley Water may incur Construction Contract extended overhead costs. Additionally, Consultant's failure to maintain specified staffing levels may result in Valley Water incurring costs to backfill Consultant's Key Staff with Valley Water Staff or other Valley Water retained Staff.
- (4) In accordance with the requirements stated above, the Valley Water Project Manager may assess Liquidated Damages in the following amounts:

Construction Manager	\$250/hour	\$2,000/day
Assistant Construction Manager	\$200/hour	\$1,600/day
Senior Office Engineer	\$150/hour	\$1,200/day
Chief Construction Inspector	\$150/hour	\$1,200/day
Start-Up and Commissioning Engineer	\$150/hour	\$1,200/day
Concrete/Civil/Structural Inspector	\$100/hour	\$800/day

**SCHEDULE CM
ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA) (FC 1650 or FC 1882)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Valley Water Construction Manual, Revision B, 2009
4	Construction Management Work Instruction W-730-116 Rev D2
5	Santa Clara Valley Water District Project Labor Agreement - January 11, 2022
6	Valley Water Standard Provisions 10-08-2019 version
7	Phase 2 30-day Acceptance Test Plan 03/29/2022
8	2015 – Addenda Revision of Map and Construction Plan For Rinconada Water Treatment Plant Reliability Improvement Project Volumes 1 and 2
9	2015 - Addenda Revision of Specifications and Contract Documents
10	Santa Clara Valley Water District, TBD, 100% Construction Contract Documents for the Rinconada Water Treatment Plant Reliability Improvement Project, to be provided to Consultant prior to Valley Water Board's approval.
11	Santa Clara Valley Water PM District, Date TBD, 100% Contract Bid Documents for the Rinconada Water Treatment Plant Reliability Improvement Project, to be provided to Consultant prior to Valley Water Board's approval.
12	Santa Clara Valley Water District, Date TBD, 100% "Conformed Set" of Contract Documents for the Rinconada Water Treatment Plant Reliability Improvement Project, to be provided to Consultant upon issuance of the "Conformed Set" by Valley Water

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