



STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)
Terms and Conditions Template
Rev. A [7/1/2017-06/30/2018]

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

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

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

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance.

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

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

- B. The Project team organization chart and delegated responsibilities of each team member will be submitted to the District for concurrence.
- C. Consultant may utilize Subconsultants, subcontractors, suppliers, or vendors it deems appropriate to the complexity and nature of the required Services.
 - I. Consultant must obtain the District's approval of all Subconsultants. Upon the District's request, Consultant must provide copies of all Subconsultant agreements.
 - II. Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
- D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of the District, on written notice from the District, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
- F. Consultant will not charge the District for the time it takes Consultant's replacement personnel to obtain the District-specific Project knowledge in the possession of the person(s) being replaced.
- G. Consultant's Key Staff

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

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

- 8. **Compliance With All Laws.** Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to State and Federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and

federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that the District's assistance is necessary to achieve such compliance, Consultant shall promptly notify the District.

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

9. Occupational Safety and Health.

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

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

11. Standard of Care.

- A. Consultant must possess and maintain during the term of this Agreement, all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such services are rendered.
- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8, Compliance With All Laws.

- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8, Compliance With All Laws.

SECTION THREE

DUTIES OF DISTRICT

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

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

SECTION FOUR

FEES AND PAYMENTS

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

- I. Personnel Category and employee name itemized with all labor charges by Service task.
 - II. Consultant's summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task.
 - III. Other direct charges and expenses by Service task.
 - IV. Other Direct charges and expenses must reflect actual fees versus the Agreement not-to-exceed fees as stated in Attachment One to Schedule(s), Fees and Payments.
 - V. To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project schedule in Attachment Two to the Schedule(s), Schedule of Completion, which applies to the specific scope of Services (Schedule of Completion), and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document the Services completed; document the execution of the tasks described in this Services; and enable the District to evaluate the Consultant's progress and performance towards completion of the Services.
- I. The monthly progress report shall include:
 - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
 - b. A look ahead schedule listing deliverables and activities planned for the next 2 months;
 - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
 - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of

this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;

- e. For any proposed change to the scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
 - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Billing statements, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices to:
- Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:
- A. Agreement Number
 - B. Full Legal Name of Consultant/Firm
 - C. Payment Remit-to Address
 - D. Invoice Number
 - E. Invoice Date (the date invoice is mailed)
 - F. Beginning and end date for billing period that services were provided
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific scope of Services.
- H. District's Project Manager will review Consultant's written invoice within five (5) District business days of receipt, address any questions with Consultant's Contact/Project Officer and approve the undisputed amount of the invoice within ten (10) working days of

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

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

3. Prevailing Wages.

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

SECTION FIVE

SCHEDULE OF COMPLETION

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

2. District Rights.

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

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

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

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

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP & REUSE OF DELIVERABLES

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

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

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

SECTION ELEVEN

EQUAL OPPORTUNITY

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

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

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

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

3. No Assignment.

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

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

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

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

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

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

9. Choice of Law and Venue. The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara

County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality.

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

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

12. Conflict of Interest.

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

- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
- I. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file in a manner prescribed by the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within thirty (30) calendar days of the effective date of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - II. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, an amendment to their Form 700 any time there is a change to their disclosure information.
 - III. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by the District, during the District's annual filing season as determined by the District;
 - IV. Consultant's employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, a Leaving Office Statement with the District when one of the following occurs:
 - a. Upon termination of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant employees, officers, agents, subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).
 - V. Consultant understands and agrees that its employees, officers, agents, subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified

from providing services, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.

VI. Further, the failure of Consultant's employees, officers, agents, subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by the District is deemed a material breach and may result in termination of the Agreement for cause.

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

- A. The Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both the District's authorized representative referenced in Appendix One to the Standard Consultant Agreement, Additional Legal Terms (Appendix One) and the Consultant's authorized representative.
- B. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's authorized representative and notice to proceed has been issued by the District's Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.
- C. Prevailing Wage Requirements. The Scope of Services may be considered by the District 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. The District always strives to be a good neighbor to the community adjacent to its facilities. The Consultant will ensure that disturbance to neighbors is minimized. The Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.

15. District Quality Environmental Management System (QEMS) Awareness. As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, which is incorporated herein by this reference hereto (Attachment Four to the Schedule(s), Reference Materials), with any of the employee(s), subcontractor(s), and/or Subconsultant(s) (Staff) performing Services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.

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

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

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

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

DISTRICT:

Deputy 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.

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Attachment One to Schedule P&D—Fees and Payments
Attachment Two to Schedule P&D—Schedule of Completion
Attachment Three to Schedule P&D—Consultant's Key Staff and Subconsultants
Attachment Four to Schedule P&D—Reference Materials
Attachment Five to Schedule P&D—Existing Residuals Process Performance Issues

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
"District"

STANTEC CONSULTING SERVICES, INC.
"Consultant"

By: _____
Richard P. Santos
Chair/Board of Directors

By: _____
David S. Harrison, PE
Senior Vice President

Date: _____

Date: _____

Firm Address:

ATTEST:

1340 Treat Blvd., Suite 300
Walnut Creek, CA 94597

Michele L. King, CMC
Clerk/Board of Directors

Date: _____

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

1. **Conflict of Interest—Future Services.** Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal: (i) for any contract to be awarded for environmental review and California Environmental Quality Act (CEQA) compliance, construction management, or construction of any project that is related to the services provided pursuant to this Agreement; (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or (iii) for any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.
2. **Dispute Resolution.** If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in Appendix Two of the Standard Consultant Agreement, Dispute Resolution.
3. **Small Business Enterprise (SBE) Participation.** This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 2% percent or more of the Total Not-to-Exceed Fees stated in Attachment One, Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.
4. **Task Order Approvals.**
 - A. Task Orders are subject to approval by the District's Deputy Officer unless delegated to the Unit Manager.
 - B. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District.
 - C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$ [Authorization Amount]. [NOT USED]
 - D. The total not-to-exceed amount for any one Task Order shall not exceed \$ [Authorization Amount]. [NOT USED]

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

1. Consultant's Questions and Concerns.

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

2. Dispute Resolution.

A. Alternate Dispute Resolution (ADR)

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

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

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

3. Negotiations Before and During Mediation.

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

4. Voluntary Mediation.

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

D. Qualifications of a Mediator

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

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

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

L. No Stenographic Record

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

M. Termination of Mediation

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

5. Compensation for Participation in Mediation.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Task Order No. _____

Title: _____

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

District: _____

Consultant: _____

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

1. Upon full execution of this Task Order No. _____, as set forth in the Standard Consultant Agreement, Section Twelve, subsection 13, Task Orders, and the issuance of a notice to proceed by the District Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the notice to proceed will be considered outside the contracted scope of Services and will not be eligible for payment.
2. Both the scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - a. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to the District.
 - b. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification.
 - c. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees.
 - d. Project schedule for completing the scope of Services.
3. The Consultant shall be compensated at fixed fees or at the hourly rates established in Attachment One to the Schedule(s), Fees and Payments, of the Agreement. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.
6. The Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Prevailing Wage Requirements.
 - a. The Scope of Services described in this Task Order is considered by the District 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 the prevailing wage laws, the Director of the California Department of Industrial Relations 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 the District'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:	SANTA CLARA VALLEY WATER DISTRICT	DATE
	[PRINT NAME] [PRINT TITLE]	

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Please refer to the insurance requirements listed below.

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

Consultant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Consultant's insurance agent(s) and/or broker(s), who have been instructed by Consultant to procure the insurance coverage required herein. All Certificates of Insurance complete with copies of all required endorsements must be sent to: **Contract Administrator, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118.**

In addition to certificates, Consultant must furnish District with copies of original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before work commences.** 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.

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

REQUIRED COVERAGES

1. **Commercial General/Business Liability Insurance** with coverage as indicated:
\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed 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.
- f. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Consultant's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers must be in excess of Consultant's insurance and must not contribute to it.

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

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

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

\$5,000,000 per claim/ **\$5,000,000** aggregate

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

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

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

2. **Primacy Clause:** Consultant's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days' notice of cancellation, (10 days' notice for non-payment of premium).** **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Subconsultants:** Should any of the work under this Agreement be sublet, the Consultant must require each of its subconsultants of any tier to carry the aforementioned coverages, or Consultants may insure subconsultants under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees on to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

11. Renewal certificates and endorsements must be submitted to:

certificates-santaclara@riskworks.com

Please also note that the Certificate Holder on the certificates of insurance should read:

Santa Clara Valley Water District
c/o EXIGIS Risk Management Services
P.O. Box 4668 - ECM #35050
New York, NY 10163-4668

Girle Jacobson, District Project Manager
Rinconada Water Treatment Plant Residuals Remediation Project

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

1. Representatives.

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

Girle Jacobson, P.E., District Project Manager
Associate Civil Engineer
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: 408-630-3278
E-mail: gjacobson@valleywater.org

Mike Munson, P.E., District Unit Manager
West Side Project Delivery Unit Manager
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: 408-630-2926
E-mail: mmunson@valleywater.org

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

Phone: 408-630-3126
E-mail: koven@valleywater.org

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

Michael L. Price, P.E., Consultant Project Manager
Vice President
1340 Treat Blvd., Suite 300
Walnut Creek, CA 94597-7966

Phone: 925-627-4712
E-mail: michael.price@stantec.com

- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 19., Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

David S. Harrison, P.E., Consultant Principal Officer
Senior Vice President, Regional Business Leader
19800 MacArthur Blvd., Suite 550
Irvine, CA 92612

Phone: 949-328-2400
E-mail: david.harrison@stantec.com

2. Scope of Services.

- A. This Schedule P&D (Planning and Design), Scope of Services describes the professional consultant services to be performed by Consultant for the District's Rinconada Water Treatment Plant (RWTP) Residuals Remediation Project (Project). The District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant, as Engineer-of-Record, for construction phase engineering support services and post-construction services. The District reserves the right to initiate a new Consultant agreement selection process for services for any subsequent phase(s) and/or utilize District staff to perform such services.

3. Project Objectives—Planning and Design Phases.

- A. The District's objectives for the Project are to:
1. Complete the Project within budget, scope, and schedule.
 2. Meet District's performance objectives for planning and design phases.
 3. Provide a residuals management process design that can be operated by one operator during normal work shifts, with enough storage at maximum solids production to store solids a minimum of four days. Normal work days and hours for operators consists of working Tuesday through Thursday 12 hours a day and work every other Monday eight hours a day. Alternatively, the operator may work Monday through Thursday, ten hours a day.
 4. Ensure redundancy by providing at least a two process trains with each train having the capacity to process solids at the maximum solids production level.
 5. Provide a minimum of four days of storage in the gravity thickeners or other storage tanks/basins at the maximum solids production determined in the design.
 6. Address constructability constraints and risks associated with the proposed Project improvements to ensure plant operations are not adversely impacted during construction. These include, but are not limited to:

- A. Construct the Project within physically tight construction area limitations due to concurrent construction occurring on the District's Reliability Improvement Project estimated to extend through 2023.
 - B. Having the capability to process solids while making the necessary changes to the residuals facility to meet the Project objectives.
- 7. Provide necessary and clear requirements in the design for start-up, testing, commissioning. Establish clear roles among the District, Contractor, and Consultant services for turning over the Project to the District to operate successfully. These requirements will include, but not be limited to providing comprehensive contract specifications for start-up and testing and associated submittals, training and complete O&M Manuals.
- 8. Develop OSHA safety procedures for equipment that has more than one power supply for the existing residuals process.
- 9. Ensure responsive engineering support from the Consultant to assist the District with its ongoing remediation efforts while the design of the Project is in progress.
- 10. Ensure Consultant's engineering design and support will address:
 - A. There is adequate access for tools, equipment and District staff to perform maintenance activities safely.
 - B. The design integrates safe maintenance access features, and not exclusively rely on bringing out special equipment particularly for frequent maintenance activities.
 - C. Ensure maintenance staff receive the necessary training, tools and equipment to perform all of the maintenance activities associated with the Project improvements.
- 11. Advise the District on specialty inspection(s) and qualifications for supporting the District's construction management team.
- 12. Provide engineering services to support environmental review of the Project pursuant to the California Environmental Quality Act.
- 13. Ensure there is adequate plant water and power supply for the Project without adversely impacting the existing plant operations.
- 14. Meet all local, State and federal laws, regulations and permitting requirements, and conforms with District standards established in the Project.

4. Project Background.

- A. General Overview.** The District manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. The District

effectively manages ten dams and surface water reservoirs, three water treatments plants, nearly 400 acres of groundwater recharge ponds and more than 275 miles of streams.

The RWTP is located at 400 More Avenue in Los Gatos, CA, and currently has a capacity to treat 80 million gallons per day (mgd). As part of the RWTP Reliability Improvement Project, the plant is under construction, estimated to continue through approximately 2023, to replace the existing upflow clarifiers with new flocculation/sedimentation process using plate settlers, replace the filters, add raw water ozonation, and increase the plant capacity to 100 mgd. The existing washwater recovery basins will be replaced with new washwater recovery basins at the end of the construction.

The RWTP typically treats a blend of water from various sources including California's South Bay Aqueduct, the Federal Bureau of Reclamation's San Felipe Project, and local surface water.

Once the Reliability Improvement Project is complete, the RWTP's residuals management facilities will treat sludge flows from the new sedimentation basins and washwater recovery basins. As an essential component of the treatment process, breakdowns of residuals management facilities could negatively impact the treated water production and lead to unplanned plant shutdowns.

Construction of the current residuals facilities was completed in October 2016, the purpose of which was to replace the former belt press system. The former belt press equipment was demolished and removed, but the old building remains. The current residuals management system consists of two gravity thickeners, a blend tank, two centrifuges, and a solids load-out structure.

Towards the end of the construction project, it became apparent that the existing residuals management process was not operating according to the design requirements and the District's objectives for the completed work.

A remediation effort was undertaken. The System Improvements Project described in this Agreement refers to a consolidated, internal design effort to address immediate concerns. The System Improvements Project will enlist engineering review and support from the Consultant. The RWTP Residuals Remediation Project planning and design will be completed according to this Agreement and will address the District's original performance and reliability objectives.

A summary of the major process performance challenges in the existing residuals management facility is included in, but not limited to Attachment Five, Existing Residuals Process Performance Issues. These issues must be addressed as a part of the Consultant's Project design.

- B. Remediation Measures.** The scope of the Residuals Remediation Project includes review and selection of feasible alternatives to implement potential major improvements that include, but are not limited to, constructing additional sludge storage in the form of additional gravity thickener(s) and/or mix tank(s); adding a third centrifuge and associated pumping equipment for processing solids; constructing larger polymer

storage tank(s); retrofitting the existing centrifuge building, belt press building and/or constructing a new solids building to house additional solids handling equipment; modifying or replacing the existing sludge loadout conveyor structure; modifying the polymer feed system that may include the addition of aging tank(s), and replacement of existing polymer flash mix and feed equipment; temporarily modifying existing plant water supply to meet plant water demand, or provide a dedicated plant water supply and pump station at the upper parking lot area; installation of new power, instrumentation, and control improvements to the new residuals improvements to operate in parallel with the existing residuals facilities that will continue to be used; temporary residuals processing; and temporary systems that may need to be used while the changes are being made to the existing facilities to avoid and reduce the need for plant shutdowns or interruptions.

- C. Environmental Review (CEQA).** A Final Initial Study/Mitigated Negative Declaration was issued for the Rinconada Water Treatment Plant Residuals Management Project in March 2013 for the construction project completed in October 2016. The Notice of Determination was filed with the County of Santa Clara following Board approval on April 23, 2013. An appropriate CEQA review will be conducted for the new project being undertaken but that scope of work is not included in this Agreement.

5. General Assumptions and Requirements.

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

- E. Consultant Responsibility.** Consultant, with its expertise in performing the services as 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 Article 2, Scope of Services.
- F. Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system is maintained by the District for this Project. The District also maintains a file exchange system for transmitting large files, if needed. Key Project data and information may be provided to Consultant staff on an as-needed basis.
- G. File Exchange Service.** Consultant will provide a file exchange service accessible to all parties as designated by the District to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service will be resolved by the Consultant. If receipt of the information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to coordinate with District's Information Technology Unit to address any firewall issues and/or permissions required to allow for these communications.
- H. Completeness.**
1. The completeness of a design set is determined primarily by the substance of the materials in the set, including the adequacy of background and relevant information. Four levels of completeness of a design set are defined using these four terms PARTIALLY COMPLETE; SUBSTANTIALLY COMPLETE; VIRTUALLY COMPLETE; and COMPLETE.
 2. A PARTIALLY TO SUBSTANTIALLY COMPLETE drawing includes more than half of the information required for a complete drawing. It should indicate the work with sufficient details and dimensions, identify major constraints, include sufficient background information, and comply with all drafting standards.
 3. A SUBSTANTIALLY TO VIRTUALLY COMPLETE drawing includes most of the information required for a complete drawing. It should indicate the work with complete details and dimensions, identify all constraints, include all background information, and comply with all drafting standards.
 4. COMPLETE design sets must include all the information required for a constructible set of plans and specifications; include a project cost estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing, and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information; provide dimensions; and comply with all drafting, specifications, and cost estimating in conformance with the Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate.

I. Project-Specific Assumptions and Requirements.

1. The Design Drawings and specifications prepared by the Consultant must be made available to the District and the Contractor in electronic format as MS Word and AutoCAD to facilitate Project communications.
2. This Project will be delivered using a design-bid-build approach.
3. It is assumed this Project will be designed and constructed in a single phase. However, based on outcome of Task 3 Conceptual Alternatives and Basis of Design, this Project may be completed in multiple phases. Prior to any construction, an amendment to this Agreement would be recommended for approval to the District's Board of Directors to authorize the Consultant to perform additional services needed to advertise and award additional agreement(s) for construction and may include engineering support services for the construction contract(s).

6. Planning and Design Phase Tasks.

To achieve the Project objectives in this Agreement, the Consultant will perform the following tasks:

Task 1—Project Management

Task 2—Data Collection and Investigations

Task 3—Conceptual Alternatives and Basis of Design

Task 4—30 Percent Design Document Preparation

Task 5—60 Percent Design Document Preparation

Task 6—75 Percent Design Document Preparation – Electrical and Controls

Task 7—90 Percent Design Document Preparation

Task 8—Final Design Document Preparation

Task 9—Bid and Award Services

Task 10—Supplemental Services

Task 1 - Project Management.

The purpose of this Task is for Consultant to manage this Scope of Services such that the work is completed within the Not-to-Exceed fees limit stated in Attachment One to Schedule P&D, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule P&D, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet the District and Project requirements.

1.1 Project Planning and Design Work Plan. Consultant will prepare Project Planning and Design Work Plan in accordance with this Scope of Services.

- 1.1.1 The Project Planning and Design Work Plan will include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.

- 1.1.2 The Project Planning and Design Work Plan will include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting the Consultant's procedures to ensure the Consultant's services and deliverables meet District requirements and accepted practices and standards of the Consultant's profession. The District reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.
- 1.2 Progress Meetings, Invoicing, Reporting and Workshops.** Consultant will conduct progress status meetings with DPM monthly and coordinated with the Consultant's invoicing, progress reporting with look ahead schedule requirements specified in Section Four, Fees and Payments. District and Consultant key staff and subconsultants as determined necessary and appropriate by Consultant and District, subject to DPM approval, will coordinate and attend periodic progress meetings and workshops with District staff, regulatory and resource agencies, partnering sessions, and review boards (including dispute review boards), as needed, to review and discuss the progress or other issues relating to the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by the District.
- 1.3 Decision Log.** The Consultant will maintain a record of all key decisions made. For each decision, the log will include the date(s), key factors discussed, decision made, and impacts, if any, on scope, schedule, and Agreement Not-to-Exceed (NTE) Fees limit. When updated or requested, the Decision Log will be provided (in electronic format) to the DPM. The Decision Log will be updated by the Consultant prior to the progress status meeting and may be used for discussion purposes.
- 1.4 One-on-One Meetings with District.** The Consultant must provide a brief update of their work activities completed within the week, the look-ahead activities, and the issues and actions that require the District's attention, in a weekly/twice a week meeting/conference call with the DPM; frequency of these meetings and whether they are in person or by phone will be as directed by the District.
- 1.5 Coordination and Communication with External Agencies.** Consultant will assist the DPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This Task includes support in drafting correspondence related to the Consultant's Project planning and design activities as requested by the District.
- 1.6 Public Outreach.** If requested, the Consultant will provide support and assistance to the District's public outreach activities and will relate to coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the DPM.
- 1.7 Project-Specific Subtasks.**
- 1.7.1 Additional Review Meetings.** Consultant will recommend convening and attending meetings, workshops and consultations with the District as needed to complete the 30% design tasks, 60% design tasks, 75% design tasks, 90% design tasks, and other design tasks.

- 1.7.2 **Risk Management Plan.** Consultant will use a systematic approach to identifying (Risk Register), assessing and responding to risks to manage or reduce potential adverse effects on the achievement of the Project goals. The Consultant's Risk Management Plan (RMP) will determine the costs associated with strategies used to overcome the risks, and the resulting impacts to schedule and scope of work. The Risk Management Plan will utilize periodic monitoring and control efforts sufficient to ensure execution of strategies are deployed to effectively manage the risk.
- 1.7.3 **Board Communications.** If requested, the Consultant will provide support and assistance to the District's Board communication activities that relate to coordination, preparation, and participation including, preparing presentation materials, updates on project schedule, costs and scope, attendance at meetings, preparation Draft CEO Bulletins, graphics, developing responses to Board questions, and other tasks as directed by the DPM.
- 1.8 **Coordination of District Design Work with Consultant's Design.** Consultant will monitor and advise District on in-house design work to avoid duplication of efforts, and work that may conflict with Consultant's planning and design work. Refer to subtask 2.7 Peer Review of District Design of Remediation Work, regarding Consultant's peer review of District's design work and engineering opinions on construction inquiries regarding District's design.
- 1.9 **Consultant's Coordination with the Reliability Improvement Project Team**
Consultant will meet with the Reliability Improvement Project team that includes District staff, District's Construction Management Consultant (HDR, Inc.), and District's Engineer-of-Record (CDM Smith) to communicate and coordinate the needs between the two Projects. Consultant will provide meeting agenda, minutes and presentation materials used at these meetings.

Task 1—Deliverables.

1. Project Planning and Design Work Plan including QA/QC Plan. (Draft, Final Draft and Final)
2. Meeting agendas, minutes, and presentations. (Draft, Final)
3. Weekly or twice-a-week meetings/conference calls attendance and notes; frequency of meetings and calls will be at District's discretion.
4. Monthly Progress Reports, invoicing documentation and Look Ahead Schedules. (Draft, Final, Approved version)
5. Risk Management Plan, including a Risk Register identifying the Project risks, assessment of impact(s) on scope of work, cost, and schedule. Identification of risk response strategies. On-going monitoring and control efforts and documentation of risks through Project development.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Task 1—Assumptions.

1. Up to three (3) instances of external agency coordination and communication will be supported as described in subtask 1.5 Coordination and Communication with External Agencies.
2. Up to three (3) public outreach activities will be supported as described in subtask 1.6 Public Outreach.
3. Up to eighteen (18) additional review meetings will be held as described in subtask 1.7.1 Additional Review Meetings related to subtask 2.6.3.1 Coordination Meetings, subtask 2.7.1 Additional Review Meeting, Task 4, 30 Percent Design Document Preparation, Task 5, 60 Percent Design Document Preparation, Task 6, 75 Percent Design Document Preparation – Electrical and Controls, and Task 7, 90 Percent Design Document Preparation.
4. Support will be provided for up to three (3) Board meetings under subtask 1.7.3 Board Communications.
5. Up to six (6) meetings will be attended with the Reliability Improvement Project team under subtask 1.9 Consultant's Coordination with the Reliability Improvement Project Team.
6. District will be provided four weeks to review and provide comments to the Design Document submittals. District review time will be clearly shown on the Project schedule included in the Design Work Plan.

Task 2—Data Collection and Investigations.

The purpose of this Task is to research and review previous planning, design, and construction work on the current residuals management facilities. Consultant will conduct necessary field investigations (i.e., geotechnical, solids production, polymer system effectiveness, hydraulic, etc.), and prepare reports for use in the detailed Project design. Consultant is responsible for collecting all the data and conducting all investigations that are needed to complete the Project design.

Services will include but not be limited to:

- 2.1 Research and Review of Available Project Documentation.** Consultant will research and review available relevant documents and standards provided by the District. These will include, but not be limited to, the planning and design, construction and post-construction documentation used for the construction and operation of the current residuals management facilities. The Consultant will perform background research, data collection, and field investigations to establish existing conditions.
- 2.2 Studies and Analyses.** The Consultant will conduct further studies and assessment, if approved, and will use the information from these studies and analyses together with the existing information, to define and confirm the existing residual management facilities' problems and deficiencies. The Consultant will prepare Technical Memoranda to

document these studies and analyses. For budgeting purposes, the following studies are assumed:

A. Thickeners

1. Evaluate the effects of hydraulic loading on thickener performance.
2. Evaluate the impacts on sludge concentration of sludge storage and sludge blowdown operation.
3. Evaluate flow balancing with existing sludge inlet valves and flow meters.

B. Sludge Mix Tank

1. Evaluate the consistency of sludge concentration based on thickener, recirculation pump and sludge withdrawal operations.

C. Centrifuges

1. Evaluate startup and shutdown procedures.
2. Evaluate polymer usage.
3. Evaluate feed concentration and feed concentration variability.
4. Evaluate operation schedule.

D. Off-load System

1. Evaluate sludge dryness.
2. Evaluate conveyor operation.

E. Polymer Feed and Storage.

1. Evaluate feed system and storage design.

2.3 Project Base Map. Consultant will prepare and submit a Project Base Map, survey data, drawings, utility info, etc. and data as necessary to complete required studies and prepare Project design. Base Map preparation will include, but not be limited to:

- A. Collect existing survey, topographical, GIS, property, previous project record drawings, Reliability Project Design and As-built mark-ups, easements and rights of way and utility/infrastructure data as applicable to generation of the Project Base Map for purposes of final design.
- B. Review data for existing utilities, pipelines, and other infrastructure to determine where it is necessary to verify locations for design and inclusion in final drawings. At critical locations, the Consultant will pothole existing utilities, pipelines, and other infrastructure as necessary to verify location for design and inclusion in the final drawings.
- C. Conduct field survey work as necessary to verify and supplement existing topographical data for the Project work.

- D. Perform land surveying to identify Project site utilities and other features for incorporation into the Project base map.
- E. Base map preparation will conform to District Standards for GIS Products (Attachment Four to Schedule P&D, Reference Materials).

- 2.4 Geotechnical Investigations.** Consultant will review previously completed relevant geotechnical reports and recommend additional investigations, if needed. If subsequent investigations are required, Consultant will submit for approval a Geotechnical Investigations Work Plan, which will describe goals of the investigations, exploration locations and depths, access and drilling methods, instrumentation and in-situ testing methods (if needed), and spoils disposal plan. The investigation will be designed to provide adequate data for the engineering analyses, the development of the Geotechnical Data Report and the Basis of Design Report.
- 2.4.1 Consultant is responsible for the proper disposal of spoils generated from the investigation activities as required by any Federal, State, or local regulations. Contractor will provide proper documentation of such disposal actions satisfactory to the District.
 - 2.4.2 Hazardous materials will require use of appropriate hazardous waste haulers and disposing of all hazardous waste in accordance with Federal, State and local regulations. Consultant will provide DPM with copies of all hazardous waste manifests signed by the disposal facilities and certificates of disposal to prove that the materials have been disposed legally.
 - 2.4.3 Additional Geotechnical Investigations may be approved by the District with justification, to fill in data gaps identified as the detailed design progresses.
 - 2.4.4 **Laboratory Testing Program.** Consultant will develop a material testing program to provide all necessary data (index and performance testing) for analysis and design of the Project, for approval by the District and other stakeholders identified by the DPM. The tests will include index, hydraulic conductivity, compaction, consolidation, and strength tests.
 - 2.4.5 **Geotechnical Investigations/Data Report.** Consultant will develop a Geotechnical Investigation/Data Report which will document the investigations performed and present the data obtained and the results of the field exploration and laboratory testing work completed as well as other the results of other investigations previously completed relating to this Project. The report will also include a summary of the soil and geologic conditions, previous and current investigations and explorations, methodology, materials encountered and the laboratory testing program.
 - 2.4.6 **Geotechnical Design/Baseline Report.** Consultant will prepare and submit a Geotechnical Design/Baseline Report that provides an analysis, assessment, and interpretation of the existing subsurface conditions. The report will also provide appropriate design recommendations for the basis of design, final design, and construction. It will also provide information to the contractor and guidance to the District in the management and monitoring performance during construction. The report will reference other geotechnical studies previously performed on the Project and other

historical studies from the site vicinity. This report may or may not be combined with the Geotechnical Investigation/Data Report if directed by the District.

2.5 Project Specific Subtasks.

2.5.1 Solids Generation Analysis Report. Consultant will prepare and submit a Solids Generation Analysis Report. The report will examine:

- A. The District's source water characteristics which is typically blend of different source waters and the effects on solids production.
- B. Seasonal demand and effects on solids production.
- C. The use of ferric chloride, alum, powdered activated carbon and polymer.
- D. Drought conditions and their potential impacts on solids production.
- E. Maximum solids production before and after the District implements the Reliability Improvement Project upgrades. The Solids Generation Analysis Report will clearly explain the rationale for the solids amount, volume and characteristics that are to be used to design the residual management remediated process.

2.5.2 Problem Definition Report. Consultant will prepare and submit a Problem Definition Report (PDR) identifying and providing analysis (including results of studies conducted under subtask 2.2 Studies and Analyses), assessment, and interpretation of current Project deficiencies in storing and processing solids. The report will provide appropriate design recommendations for the basis of design, recommend any additional testing to conduct and note root causes for failures. The PDR will confirm what the available space that can be utilized for the new facilities as well as site space available for construction activities for staging offices, materials, and equipment. The PDR will evaluate existing power demand, plant water supply and demand. The Consultant will conduct its own independent investigation(s) by interviewing District operations and maintenance and engineering staff and observing the operation and conducting testing as required to verify and observe problems first hand.

2.5.2.1 Lessons Learned Workshop(s). Consultant will set up a series of workshops with District staff to learn about the problems with the existing systems. District staff to be included to the Workshop may include engineering and Plant Operations and Maintenance (O&M) staff. This series of workshops will be used to solicit District input on potential solutions and preferences in addressing the problems. Lessons learned will relate to the planning, design, and construction phases.

2.5.2.2 Consultant will perform other Engineering/Technical Investigations, Testing and Studies to verify sizing of storage and processing of residuals Identified in other activities described in Task 2 Data Collection and Investigations. These investigations may include jar testing, polymer feed system testing and selection, and other tests as recommended by Consultant. District may require Consultant arrange for tours or site visits to other agencies' facilities using systems similar to what is proposed by Consultant. Consultant will prepare a report that includes background, methods and

results of investigations. These investigations and their results may be used in preparing the Design Criteria Memorandums (Basis of Design Report) in Task 3.8 Design Criteria Memorandums.

2.6 Consultant Initial Assessment, Review, and Monitoring District's Ongoing Remediation Efforts.

- 2.6.1 The objective of this subtask is to utilize District resources effectively to continue adding value to the residuals process in the form of improving reliability, reducing maintenance and improving operability and safety that will best complement the Consultant's efforts in planning and designing the long-term changes to the facility to be constructed. In taking this approach, the District is seeking to minimize sunk costs on interim measures.
- 2.6.2 Consultant will conduct and prepare an Initial Assessment Technical Memorandum (IATM) of the residuals facilities within the first 30 days after Notice to Proceed. The IATM will include, but not be limited to, providing recommendations regarding current District remediation efforts in progress and assess District remediation priorities.
 - 2.6.2.1 As part of the IATM, Consultant will review current and planned remediation actions the District is pursuing and advise the District in prioritizing early items of work the District should be implementing to improve safety, reliability, reduce maintenance, simplify operations, and best fit in with the Consultant's technical approach to achieve a completed Project. The anticipated remediation actions are summarized in Attachment Four, Reference Materials, System Improvements Project List.
 - 2.6.2.2 The Consultant will identify in the IATM remediation efforts District is currently pursuing that are not likely to be in conflict with the completed Project, or otherwise confirm what the life of the improvement will be, or how long the District would benefit from the change before it would be replaced, and how it will be addressed in the completed Project.
 - 2.6.2.3 The Consultant will evaluate in the IATM items of work that are currently in the design phase by the District, or already entering the construction phase, and advise the District as to whether changes to District design or contract work in progress is advised or should be deleted.
 - 2.6.2.4 The Consultant will review District testing activities and evaluate whether these efforts are necessary or should be carried out differently or will already be addressed by the Consultant's planned work, and do not need to be part of the District's efforts exclusively.
- 2.6.3 Consultant will monitor District's progress on addressing remediation work throughout the Consultant's planning and design work, for purposes of providing advisory support, and to use as a basis for incorporating work that the District is unable to address.
 - 2.6.3.1 **Coordination Meetings.** Consultant will attend monthly coordination meeting with the District as needed to coordinate work between the District in-house System Improvements Project and Consultant Residuals Remediation Project and other subsequent remediation work that may be discussed.

- 2.6.4 **Evaluation of Pre-Purchased, Permanent Centrifuge.** This activity will be completed within the first 60 days after the Notice to Proceed. Consultant will evaluate District early purchase of a permanent centrifuge and proposed site location to construct temporary centrifuge location that will not interfere with larger improvements that may impact existing centrifuge operation. This analysis will look at costs associated with renting of the current centrifuge versus the purchase, design and construction option. If a temporary system will be needed anyway, the analysis will determine the cost savings for employing a purchased option now versus doing as part of the larger project, and losing the rental centrifuge expense. The analysis will look at whether the centrifuge that is ordered could be re-purposed into the new project, or indicate a salvage value in the analysis.
- 2.7 **Peer Review of District Design of Remediation Work.** Consultant will provide peer review and scope confirmation of District design work intended for remediation of the residuals facilities as part of the District's own efforts to improve the functionality of the existing system. The District has a System Improvements Project under design to make improvements to the existing facilities scheduled to be advertised for construction in the Fall of 2018.
- 2.7.1 **Additional Review Meetings.** Consultant will attend design review meetings and consult with District as needed to review District design during the design and construction of the System Improvements Project. This subtask is funded in subtask 1.7.1 Additional Review Meetings.
- 2.8 **Tours of Other Facilities.** Consultant will arrange for District staff to visit other facilities that have design features that the District will be evaluating for employing into the Project. The Consultant will attend these tours. District will make travel arrangements for District staff attending. For budgeting purposes, it is assumed that three facility tours will be arranged and all will be in northern California.
- 2.9 **Operations Specialist Support.** Consultant will assign an on-site Operations Specialist to observe, learn and provide operational guidance and services to further optimize the current operations and facilitate the Project design efforts. The Consultant will submit to the DPM the Operations Specialist qualifications demonstrating relevant training, experience and education function as an Operations Specialist. References will also be made available to the DPM upon request. The Operations Specialist may provide the following assistance:
- A. Review District's current Standard Operating Procedures, and assist with updating the SOP's based on changes adopted. Provide mark-ups of the existing SOPs of recommended changes.
 - B. Support field testing and data collection to optimize the existing process. Provide written data collected.
 - C. Recommend new tools and monitoring that will improve operability of the plant that the District can execute, or that can be included in the Project design.

- D. Help to calibrate existing equipment such as the density meters that could be used to optimize the operation, and maintain written documentation.
- E. Review manual logs kept on the system, and recommend other data that should be recorded either manually in the logs or should be collected and stored electronically for reviewing system performance.
- F. Provide input into the development the Initial Assessment in subtask 2.6 Consultant Initial Assessment, Review, and Monitoring District's Ongoing Remediation Efforts.
- G. Document problems encountered with the existing system and report them to the District and the Consultant's design team to be addressed.
- H. Participate in Lessons Learned, review meetings and other key meetings with Operations regarding system issues.
- I. Support and participate in root cause analysis of system failures. Provide written opinions.
- J. Observe and record safety hazards that need addressing.
- K. Be available for assistance with respect to when the Reliability Improvement Project floc-sed basins are brought on-line, and any other Reliability Improvement Project process impacts to the residuals handling process.

Task 2—Deliverables.

- 1. Project Base Map, survey data and drawing, utility Information, etc.
- 2. Geotechnical Investigation Work Plan (Draft, Final Draft, and Final), if approved by District.
- 3. Geotechnical Investigation/Data Report (Draft, Final Draft, and Final), if approved by District.
- 4. Geotechnical Baseline/Design Report (Draft, Final Draft, and Final), if approved by District.
- 5. Solids Generation Analysis Report (Draft, Final Draft and Final).
- 6. Operational and Maintenance Deficiency and Problem Definition Report (Draft, Final Draft, and Final).
- 7. Lessons Learned Workshop(s) meeting Agenda and Notes (Draft, Final Draft, Final).
- 8. Engineering Technical Investigations, Studies, and Testing Reports (Draft Final Draft, Final).
- 9. Initial Assessment Technical Memorandum (IATM) within first 30 days (Draft, Final Draft, Final).
- 10. Review comments and meeting agenda and minutes.

11. Operations Specialist written documentation including, but not limited to notes, data collected, field observations, mark-ups of SOPs, test results, recommendations for the Project design root cause analysis, and recommendations for improvements the District can immediately deploy, if not incorporated into the Project design.
12. Evaluation of pre-purchase of permanent centrifuge.

Task 2—Assumptions.

1. The Base mapping for the new Project will need to reflect the record drawings for the Residuals Management Project and the improvements that are under construction in the Reliability Improvements Project.
2. Consultant will review both the Basis of Design Report for the Residuals Management Project and the Reliability Improvement Project. Where there are differences between the two projects, the Reliability Improvement Project basis of design requirements will govern and be used in the development of Residuals Remediation Project Basis of Design Report in subtask 3.8 Design Criteria Memorandums, Consultant will advise District on where there are differences for input by the District.
3. The District identified certain inaccuracies in the Residuals Management Project as-builts documents when making changes to the completed work. Consultant will need to verify accuracy of as-builts regarding underground utilities, spare conduits, and verify after the fact changes made during post-construction of the new facilities by District's on-going remediation efforts.
4. Consultant will need to confirm underground utilities installed by the District's Reliability Improvement Project, and review the as-builts for this project, and field verify as necessary. The Reliability Improvement Project interfaces with the Residuals Management Project and may use some of the spares and space left by the Residuals Project with approval from the District.

Task 3—Conceptual Alternatives and Basis of Design.

The purpose of this Task is for Consultant to perform the engineering analyses, calculations, and interpretations that are required to develop Potential Conceptual Alternatives from which viable Conceptual Alternatives are selected and further developed for selection of a preferred Alternative, and prepare requisite Technical Memoranda and a Basis of Design Report (BODR) for the Project. Consultant is responsible for developing a comprehensive scope of work and performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others. The supporting analyses, calculations, and other detailed design information will be used to prepare a detailed construction contract documents, specifications, and drawings in subsequent Tasks.

The scope of this Task includes:

- 3.1. Assessment Methodology.** Consultant will develop an assessment methodology, including the selection of relevant criteria that addresses the problems and deficiencies

identified, and will meet the Project objectives and requirements. Assignment of weights or weighting factors on the criteria developed, will be used to evaluate and score and select alternatives. The selection of criteria for the evaluation process will enlist input from Operations, Maintenance, and District Engineering staff prior to development of Potential Conceptual Alternatives.

- 3.2. Develop Potential Conceptual Alternatives.** The Consultant will develop Potential Conceptual alternatives from the Task 2 Data Collection and Investigations.
- 3.3. Selection of Feasible Conceptual Alternatives.** Consultant will utilize the assessment methodology in subtask 3.1. Assessment Methodology, to analyze how each potential Conceptual Alternative best addresses the selection criteria to select feasible conceptual alternatives.
 - 3.3.1 Conceptual Alternatives Report.** The Consultant will prepare a Conceptual Alternatives Report, which will include descriptions of the conceptual alternatives considered, the assessment methodology, the evaluation and scoring of the conceptual alternatives, and identification of the feasible conceptual alternatives to be carried forward for further development and evaluation.
 - 3.4. Feasible Conceptual Alternative Development.** The purpose of this subtask is to further develop and evaluate the feasible conceptual alternatives to prepare the Feasible Alternatives Matrix. This will establish the basis for identifying a Preferred Alternative. The Consultant will collect in-depth information to further develop each feasible conceptual alternative. The Consultant will prepare preliminary designs five percent (5%) for each feasible conceptual alternative to a level that allows objective assessment of the pros and cons of the feasible conceptual alternatives.
 - 3.4.1 Preliminary Design Sizing and Layout Workshop(s).** The Consultant will prepare Workshop materials for showing different layout options of the major Project components such as gravity thickener(s), centrifuge(s), polymer storage, mix tank and associated improvements for District input and discussions. Additional Workshops may be necessary based on the input received at the Workshop(s) through the alternative selection process.
 - 3.5. Feasible Alternative Matrix.** The Consultant will analyze and evaluate the feasible alternatives using the assessment methodology developed and will screen and score the alternatives and rank each alternative. A narrative will be included that summarizes the selection methodology used as well as descriptions and figures development data and information collected on each feasible alternative. The Consultant will prepare a feasible alternatives matrix from the scoring and ranking of the alternatives, showing results of the relative score of each alternative. These scores will be used to identify or select the Preferred Alternative.
 - 3.6. Project Delivery Decision Memorandum.** The Consultant will prepare a Project Delivery Decision Technical Memorandum that evaluates and provides a recommendation to the District on whether to deliver the Remediation Project improvements in a single longer construction contract or multiple shorter construction contracts. The Decision Memorandum will include cost analysis between a single

contract versus multiple contracts and other non-financial reasons to justify the Consultant's recommendation. Decision Memorandum will also include, but not be limited to:

- A. Assessing the interference of one construction contract project with the Reliability Improvement Project concurrently under construction.
 - 1. The Decision Memorandum will provide an update of the Reliability Improvement Project schedule, and how that impacts the Project delivery.
- B. Evaluating availability of site areas for Project construction concurrent with the Reliability Improvement Project.
- C. Assessing how multiple construction contracts affects the schedule for delivering critical early improvement as compared with a single contract approach.
- D. Assessing the additional costs to bid and award, administer and provide Engineering support for two or more construction contracts versus one contract.
- E. Addressing how one versus multiple contracts would impact quality assurance/quality control, start-up and testing activities and ease of transferring the completed project(s) over to operations and maintenance successfully.
- F. Consideration of the impacts of awarding two separate construction contracts with respect to the continuity of the work, particularly for the control and electrical work and the efficiency lost, dealing with system issues with multiple contractors and warranties.

3.7. Conceptual Engineering Report. The Consultant will prepare a Conceptual Engineering Report (CEP) that compiles and consolidates the Planning deliverables prepared in Task 2 Data Collection and Investigations and Task 3 Conceptual Alternatives and Basis of Design. The CEP will provide summary information in a format and content required for the District to prepare a summary document referred to as the Planning Study Report (PSR).

3.7.1 Planning Study Report (PSR). The PSR will be transmitted to the District's Board as a Non-Agenda Item informing the Board on the planning results for the Project. A copy of the Conceptual Engineering Report and the Planning Study Report prepared for the Residuals Management Project are Reference Documents listed in Attachment Four of this Agreement. The Conceptual Engineering Report will provide as a minimum the following Sections:

- A. Executive Summary
- B. Introduction
- C. Problem Definition
- D. Solids Production Assessment (Existing and Long Term)
- E. Alternatives Development/Methodology

- F. Evaluation Criteria
- G. Decision Analysis/Alternatives Selection
- H. Preferred Conceptual Design Alternative
- I. Site Plan
- J. Project Schedule
- K. Cost and Financing
- L. Project Delivery Decision Memorandum
- M. Tables
- N. Figures
- O. Appendices/Attachments
- P. Workshops Meeting Notes and Lessons Learned
 - 1. Testing and Studies
 - 2. Reports
 - 3. Site Layouts
 - 4. Other

3.8. Design Criteria Memorandums. The Consultant will prepare Design Criteria Memorandums (DCM) defining the basic criteria and guidance for the entire Project that will be utilized to develop the design. These Memorandums will be compiled into a single document referred to as the Basis of Design Report (BOD).

3.8.1 As design progresses through the various design stages, Design Criteria Memorandum and Basis of Design (BOD) Report will be marked-up to clearly indicate any updates or changes. At the discretion of the District, an updated version of the Design Criteria Memorandums and Basis of Design (BOD) Report may be required for clarity. Final form will incorporate all updates and changes and conform to final design document preparation. The contents of the DCMs will include, but not be limited to:

- A. Engineering disciplines of geotechnical, architectural, civil, structural, electrical, mechanical, instrumentation, controls, hydrologic and/or hydraulic, and solids handling standards to be used in the analyses and design.
- B. Pertinent codes and references to be cited.
- C. Basic operations requirements.
- D. Project performance requirements.
- E. Stakeholders' design criteria as identified by the District.
- F. Description of the general arrangement of existing and new Project facilities.

- G. Summary of the pertinent findings of field investigations.
- H. Environmental noise level restriction(s).
- I. Basis for material properties for use in analyses.
- J. Foundation characterization to assess excavation requirements and foundation acceptance criteria.
- K. Groundwater dewatering requirements.
- L. Access roadwork.
- M. Plant water and power load analysis.

3.9. Project-Specific Basis of Design Subtasks.

- 3.9.1 **Construction Sequencing Plan and Coordination Workshops.** The Consultant will prepare workshop materials to discuss areas of work needed for the construction, staging, parking, access and construction trailer locations and conduct a series of meetings prior to preparation of the 30, 60 and 90 percent submittals. The workshops will include District staff and the Reliability Improvement Project team including the Reliability Improvement Project Construction Manager to develop workable constraints between the two projects.
- 3.9.2 The Consultant will prepare a Construction Sequencing Plan (CSP) to identify the Consultant's intended construction sequencing to meet Project requirements, addressing how existing systems will be modified or replaced while still having the capability to process sludge, identify constraints associated with the Reliability Project, and other constructability considerations. The CSP will be used to guide the detailed design and will be updated as the design is refined. The CSP will eventually be incorporated into the specifications as a guide to the Contractor, and to establish requirements to submit Contractor's own sequencing plans as needed to confirm continuance of sludge handling operations.

3.10. Environmental Services.

- 3.10.1 **Review Existing Background.** Consultant will review available environmental study documents supporting the 2013 IS/MND and information from Tasks 1 Project Management, Task 2 Data Collection and Investigations, Task 3 Conceptual Alternatives and Basis of Design, and Task 4 30 Percent Design Document Preparation to identify gap information and recommend additional studies/reports that need to be conducted to support the environmental planning and permitting documents.
- 3.10.2 **Noise and Vibration Study.**
 - A. Consultant will develop a stand-alone study that will evaluate the Project's impacts from noise. Consultant will conduct short-term (15-minute) ambient noise level surveys on and in the vicinity of the Project site. It is estimated that no more than four

measurements at the site and along the roadway network will be required for this Project.

- B. Consultant will utilize the Federal Highway Administration (FHWA RD-77-108) traffic noise prediction model to determine existing and future traffic noise exposure levels, with and without the Project, for select roadway segments in the project vicinity. Traffic volume information (ADTs or peak-hour volumes) from the Project traffic study (below) will be used for this analysis.
- C. Consultant will analyze the short-term noise from onside equipment using the Federal Transit Administration (FTA) sound propagation method for construction noise sources. Based upon the results of this subtask, Consultant will determine potential noise impacts associated with the Project in relation to the sensitive receptors and in accordance with the City of Los Gatos noise ordinances, municipal code, and California building code.

3.10.3 Air Quality and GHG Analysis. The technical air quality analysis will be prepared in accordance with the CEQA Guidelines and the Bay Area Air Quality Management District's (BAAQMD) California Environmental Quality Act Air Quality Guidelines. The analysis will quantify construction and operational impacts of ROG, NOx, carbon monoxide, PM10, and PM2.5 using emission factors and methodologies developed by the Air Resources Board (ARB) and the BAAQMD.

- A. Consultant will estimate the Project's potential impact as a function of increased emissions above existing conditions. The emissions analysis will also account for the trip generation, trip diversion, and Project-specific trip lengths from the Project traffic study (below).
- B. Consultant will assess the Project's generation of criteria pollutants and ozone precursors using the projected vehicle miles traveled or trip increase relative to the area's projected population increase, and consistency with the current air quality plan.
- C. Consultant will conduct a screening analysis for construction and operational toxic air contaminants and carbon monoxide, if specific land uses are adjacent or meet the qualifying criteria of the BAAQMD guidance.
- D. Consultant will conduct a plan-level analysis of potential toxic air contaminants using overlay zones around existing and planned sources of toxic air contaminants.
- E. Consultant will identify the location of nearby and onsite existing or planned sources of odors, and recommend policies to reduce potential odor impacts, if warranted.
- F. Consultant will determine consistency with applicable air quality plans for the air basin and will conduct a cumulative air quality analysis.

3.10.4 Traffic Analysis. The area surrounding the site contains infrequent isolated residences and school. The traffic analysis will examine potential impacts during construction and

operation of the project. The operational potential project impacts include, but not limited to a qualitative estimate of passenger cars and trucks under typical conditions. A more rigorous assessment of the potential impacts during construction of the Project will include, but not limited to the following analyses:

A. Establish and Assess Existing Conditions

1. Describe existing transportation facilities accessing project site (includes traffic counts at two key intersections, determined in consultation with City of Los Gatos staff, and analysis of peak hour level of service).
2. Document the regulatory setting relevant to the transportation of materials and people to the site.
3. Identify relevant City of Los Gatos policies related to traffic operations.

B. Assess Project Impacts During Construction

1. Material delivery trucks, import or export of soil, and heavy equipment transport.
2. Obtain data from applicant regarding the following:
 - a. Schedule of materials delivery by stage, weight of materials by truckload, typical delivery vehicle types, delivery operating hours, source of material and anticipated delivery routes.
 - b. Site grading and assembly requirements including type of heavy equipment, construction stage the equipment is used, duration of use, and method, route and time of transport.
 - c. Soil import or export by stage and volume, origin of import, and destination of export (if applicable).
3. Estimate volume and frequency (daily and peak period "trip generation") of trucks and equipment by stage of construction.
4. Forecast truck and equipment volumes on assumed route to site for use in peak hour analysis of the worst-case scenario.
5. Other assessments
 - a. Qualitatively assess if truck and equipment transport temporarily impact the City's multimodal transportation system such as leaving debris on roads with bike lanes, or damage shoulder pavement that bicyclists use.
 - b. Construction labor.
6. Obtain data from the District and/or through engineering tasks in the Scope of Services regarding the following:

- a. Schedule of site construction by stage and planned number of construction personnel by stage, and duration of construction personnel's tasks on-site (includes typical work hours).
 - b. Identification of proportion of construction personnel from local labor force (e.g., Los Gatos or surrounding area) and from points outside local area.
 - c. Estimate of typical auto occupancy of construction personnel and proposed construction worker parking area(s).
 - d. Planned transportation management plan proposed by applicant (if any) that addresses construction personnel travel, lodging, parking, shuttles, work hour, etc.
7. Use District's staffing data to develop a construction trip generation "rate" in the form of daily and peak hour vehicle trips per unit of development (e.g., acres of project being developed) at site during each stage, and estimate stages and periods with highest worker vehicular trip generation.
 8. Forecast construction worker vehicle volumes on assumed route to site for use in peak hour analysis of the worst-case scenario.

C. Determine Impacts

1. Review City of Los Gatos General Plan and other regulatory documents and identify significance criteria for environmental assessment, which is assumed to be a vehicular level of service standard.
2. Develop collective forecasts that combine truck, equipment and worker vehicle trips (daily and peak hour) by stage to identify a worst-case scenario and analyze intersection level of service under existing plus project construction traffic for comparison with existing level of service and determination of impacts.
3. Conduct construction traffic impact analysis only for existing and existing plus the proposed Project. A qualitative operations traffic impact assessment will discuss conditions in a mid-term scenario and under cumulative conditions assuming cumulative traffic data and analysis are available in the City's General Plan or other relevant traffic studies.
4. Qualitatively assess existing and planned multimodal facilities that may be potentially impacted by the project during construction and under typical operating conditions.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

3.10.5 **Biological Field Reconnaissance Survey.** A biological reconnaissance survey will be completed to verify any “changed conditions” that may result in a different environmental impact significance conclusion from the 2013 IS/MND. Per the 2013 IS/MND, it is assumed there is no natural wetland on the Project site and that no protocol-level surveys will be needed. Consultant will conduct one (1) reconnaissance level field survey with up to (2) qualified biologists of the Project area. The survey will be conducted via walking areas with potential biological resource issues.

Deliverables Task 1: noise and vibration study memo, Air Quality and GHG Analysis memo, Traffic Analysis and Biological Field Reconnaissance Survey results memo.

3.10.6 **Develop Comprehensive Project Description.** Consultant will prepare a comprehensive project description which will include the Project background, objectives, and location; construction characteristics; timeframe for construction; and operations and maintenance activities.

Task 3—Deliverables.

1. Preliminary Design Sizing and Layout Workshop (Draft, Final Draft, Final).
2. Conceptual Alternative Report (Draft and Final).
3. Feasible Alternatives Matrix (Draft and Final).
4. Conceptual Engineering Report (Draft and Final).
5. Design Criteria Memorandums (Basis of Design Report, Multiple Drafts and Final).
6. Construction Coordination Workshops (Draft, Final Draft, Final).
7. Project Delivery Decision Memorandum (Draft, Final Draft, Final).
8. Construction Sequencing Plan and Workshop (Draft, Final Draft, Final).
9. Project Description (Draft, Final Draft).
10. Noise and Vibration Study (Draft, Final Draft).
11. Air Quality and GHG Analysis (Draft, Final Draft).
12. Traffic Analysis (Draft, Final Draft).
13. Biological Field Reconnaissance Survey (Draft, Final Draft).
14. Comprehensive Project Description.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Task 3—Assumptions.

1. The Reliability Improvement Project Contractor has been given full use of the Rinconada Water Treatment Plant Site for staging, parking, and construction of its Project through the end of the construction scheduled through 2023, which will make construction of the Residuals Project an impact to the Reliability Improvement Project Contractor. There may be a need for the Reliability contractor to stage more of their materials and equipment off-site to accommodate the Project construction.
2. Consultant will use the District's Standard and Special Provisions formats, and the District's Bid Documents package for the preparation of the design documents.
3. Consultant will use CSI Format in the Technical Provisions.
4. Consultant will prepare comprehensive alternatives that look at the residuals processes together as one alternative and from a standpoint of the physical location of where the major improvements would be located but allows for the possibility of some options the District may consider that do not alter the Consultant's overall concept of how the alternative would function.
5. The Alternatives development will consider and address plant water supply and power supply for the proposed improvements and the associated improvements included with each alternative.

Task 4—30 Percent Design Document Preparation.

The 30% design set will establish primary drawings and specifications for all major Project components and will include newly developed design details and/or refinement of the preliminary design prepared during Task 3 Conceptual Alternatives and Basis of Design, items of work. It will translate major/minor requirements and criteria identified in the Basis of Design Report and describe the construction scope in more detail. The level of completeness will be Partially Complete to Substantially Complete.

The scope of this Task includes:

- 4.1 Sample Drawings and Specifications.** Consultant will prepare, and submit to the District, sample drawings and specifications for District review and approval to ensure that District Drafting Standards are being adopted into the plan set and the specifications also follow District Specification standards.
 - 4.1.1 The sample drawings will include an index drawing numbering scheme, file naming labeling, layout, and format.
 - 4.1.2 For specification development, the Consultant will use the District's Standard Provisions (boilerplate) and the District's Special Provisions format. Consultant will recommend edits and additions to the District Provisions where appropriate.
 - 4.1.3 Unless otherwise approved by the DPM, The Technical Provisions of the Specifications will be prepared using the 2016 CSI Master Format (50 divisions).

- 4.2 30% Plans, Specification, and Cost Estimate.** Consultant will prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4 construction cost estimate. The plans will include the detailed design elements, at the 30% level of design, and the specification will include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure will be “bottom-up” estimates. The basis for field and office overhead, other markups, and profit will be clearly identified in the estimate.
- 4.2.1 The District has a separate bid proposal package/template for which the Consultant will provide input, as requested by the District. Multiple, intermediate submittals of Special Provision sections to the District are anticipated to reconcile referencing and formatting issues.
- 4.3 Right of Way.** (Not Applicable)
- 4.4 Review Meetings.** Consultant will conduct a 30% review meeting/workshop with the District to review and discuss District comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document will list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This subtask is funded pursuant to subtask 1.7.1 Additional Review Meetings.
- 4.5 Additional Review Meetings.** Consultant will identify and attend meetings, workshops and consultations with the District as needed to complete the 30% design tasks. This subtask is funded pursuant to subtask 1.7.1 Additional Review Meetings.
- 4.6 Project-Specific Subtasks.**
- 4.6.1 **Constructability Review Report and Construction Schedule.** Consultant will prepare a construction schedule that reflects construction constraints for the project and provides an estimated time needed for completing the work. Consultant will prepare the proposed constraints that are being proposed to be used in the Project Specifications defining the work that will require shutdowns either of the treatment plant, the residuals process facility only or some other portion of the plant. The shutdown length will be defined as “the amount of time the contractor will need to do the work as well as the time it takes to take the plant or portion of the plant down and hand-off to the Contractor, and the time it will take to bring the plant back into operation by District’s Operations.” The Constructability Review Report will examine possible ways to perform certain work in parallel with the District’s Reliability Improvement Project’s planned shutdown work.

Task 4—Deliverables.

1. Sample Drawings and Specifications.
2. 30% Plans and Specifications, and 30% AACE Class 4 Construction Cost Estimate (Preliminary and Final).
3. Constructability Review Report and Construction Schedule (Draft, Final Draft, Final).

Task 4—Assumptions.

1. Plant Shutdowns are limited to winter, late fall, and early spring periods, and are dependent on plant demand levels.

Task 5—60 Percent Design Document Preparation.

The 60% design set will incorporate additional requirements, criteria, and details that were not included in the 30% design set. It will address the comments received and reflect necessary revisions and resolved issues from the 30% design set. It will be ready for agency permitting review. The level of completeness will be Substantially Complete to Virtually Complete and ready for permitting agency review.

The scope of this Task includes:

- 5.1 60% Plans, Specifications, and Cost Estimate.** Consultant will prepare and submit 60% drawings, specifications, and an AACE Class 3 construction cost estimate. The drawings, sections, and details must be substantially completed. Cost estimates for the most significant lines of the work breakdown structure will be “bottom-up” estimates based on assumed productivity, equipment, and labor spreads for the activities. The basis for field and office overhead, other markups, and profit will be clearly identified in the estimate. The submittal will address the review comments in the 30% Design Comment Resolution Document.
- 5.2 Review Meetings.** Consultant will conduct a 60% review meeting/workshop with the District to review and discuss District comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document will list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This subtask is funded in subtask 1.7.1 Additional Review Meetings.
- 5.3 Additional Review Meetings.** Consultant will identify and attend design input meetings, workshops and consultations with District as needed to complete the 60% design tasks. This subtask is funded in subtask 1.7.1 Additional Review Meetings.
- 5.4 Draft Bid Sheet.** Consultant will prepare a draft bid sheet at the 60% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.
- 5.5 Project Completion.** Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor’s completion of each milestone are to be included in the Project specifications.
- 5.6 Project-Specific Subtasks.**
 - 5.6.1 Start-up and Testing Workshop.** Consultant will conduct a start-up and testing workshop that includes District Engineering and Operations staff as well as consultant’s

constructability review, construction sequencing, operations, and commissioning and start-up staff. The purpose of the workshop will be to review the proposed construction sequencing, requirements for temporary facilities, start-up testing and commissioning procedures for new equipment and systems, and responsibilities of the various parties (District, Consultant, Construction Manager and Contractor).

Task 5—Deliverables.

1. 60% Plans, Specifications, and AACE Class 3 Construction Cost Estimate (Preliminary and Final).
2. Agenda and 60% Design Comment Resolution Document.
3. Draft Bid Sheet & Supporting Technical Memorandum.

Task 5—Assumptions.

1. Not Used.

Task 6—75 Percent Design Document Preparation – Electrical and Controls.

The 75% design set will reflect the revisions and resolutions required from the comments received for the 60% design set. It will also incorporate any permit conditions established by regulatory agencies. The level of completeness will be VIRTUALLY COMPLETE and focus on completing the design work associated with the Electrical and Controls disciplines for review purposes.

- 6.1 75% Plans, Specifications.** Consultant will prepare and submit 75% drawings, specifications. The submittal will be a complete drawing and specification set at or near the level of completion for construction. The submittal will address the comments in the Design Comment Resolution Document.
- 6.2 Review Meetings.** Consultant will conduct a 75% review meeting/workshop with the District to review and discuss District comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document will list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This subtask is funded in subtask 1.7.1 Additional Review Meetings.
- 6.3 Additional Review Meetings.** Consultant will identify and attend design input meetings, workshops and consultations with District as needed to complete the 75% design tasks. This subtask is funded in subtask 1.7.1 Additional Review Meetings.

Task 6—Deliverables.

1. 75% Plans, Specifications, (Preliminary and Final).
2. Agenda and 75% Design Comment Resolution Document (Preliminary and Final).

Task 6—Assumptions.

1. The submittal will include all disciplines, but plans and specifications for disciplines other than electrical and controls will be “in progress” at the time of submittal for reference by the electrical and controls reviewers. Comments on the 60% design submittal for other disciplines may or may not be incorporated.

Task 7—90 Percent Design Document Preparation.

The 90% design set will reflect the revisions and resolutions required from the comments received for the 60% design set. It will also incorporate any permit conditions established by regulatory agencies. The level of completeness will be COMPLETE.

The scope of this task includes:

- 7.1 90% Plans, Specification, and Cost Estimate.** Consultant will prepare and submit 90% drawings, specifications, and an AACE Class 2 construction cost estimate. The submittal will be a complete drawing and specification set at or near the level of completion for construction. The cost estimate will be based on an updated, detailed logical work breakdown structure based on the 90% plans and specifications. The submittal will address the comments in the Design Comment Resolution Document.
- 7.2 Mitigation and Permitting.** Consultant will identify all applicable mitigation requirements in the certified CEQA document and incorporate the requirements into the 90% design documents. Consultant will assist the District in preparing submittals or other supporting documents during the permit acquisition process.
- 7.3 Review Meetings.** Consultant will conduct a 90% review meeting/workshop with the District to review and discuss District comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document will list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This subtask is funded in subtask 1.7.1 Additional Review Meetings.
- 7.4 Additional Review Meetings.** Consultant will identify and attend design input meetings, workshops, and consultations with District as needed to complete the 90% design tasks. This subtask is funded in subtask 1.7.1 Additional Review Meetings.
- 7.5 Technical Design Document Update.** Consultant will prepare and/or update the Basis of Design Report, Design Criteria (Technical) Memorandums, analyses, calculations, etc., as identified in previous task.
- 7.6 Draft Bid Sheet.** Consultant will update the draft bid sheet to the 90% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the Contractor's completion of each milestone to be included in the Project specifications.

7.7 Constructability/Sequencing Requirements for the Contractor. Consultant will prepare/update a Construction Sequencing Plan and/or Specification, which will identify key milestone dates to be met during construction and will include specific provisions for incorporation into the Contractor's plan, as needed.

7.8 Water Utility Projects: Commissioning and Training Plans, and Operations and Maintenance Manual. Consultant will develop a Commissioning, Training, and Maintenance Plan to prepare District staff for different operational modes: through the construction milestones, start-up, and testing, and through the first year of operation. The plan will assure the facility can continue to operate through construction and not disrupt the ability to meet its delivery obligations and assist the District Operations and Maintenance staff to continue to complete their primary duties of operating the facility on a day-to-day basis and not be dedicated to supporting the Project.

7.9 Project-Specific Subtasks.

7.9.1 Not Used.

Task 7—Deliverables.

1. 90% Plans, Specifications, and AACE Class 2 Construction Cost Estimate (Preliminary and Final).
2. Agenda and 90% Design Comment Resolution Document (Preliminary and Final).
3. Updated Basis of Design Report, Design Criteria Technical Memorandums, and all supporting analyses and calculations, as identified in this Scope of Services (Draft and Final).
4. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft and Final).
5. 90% Construction Sequencing Plan and Specification (Draft and Final).
6. Commissioning and Training Plans Plan and Operations and Maintenance Manual (Preliminary and Final).

Task 7—Assumptions.

1. Not Used.

Task 8—Final Design Document Preparation.

The 100% Design Set will be a fully completed, signed, and sealed set of Plans, Specifications and Cost Estimate that is ready for construction bidding. The 90% design set will be revised, as necessary, to address any remaining permitting agency comments.

The scope of this task includes:

8.1 100% Plans, Specifications, Cost Estimate, and Engineering Documents.

Consultant will prepare and submit 100% Design and Contract Documents for District review, including:

- 8.1.1 Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.
- 8.1.2 100% Class 2 Engineer's Estimate as defined by AACE.
- 8.1.3 The Final Basis of Design Report with all revisions incorporated.
- 8.1.4 All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.
- 8.1.5 100% Design Comments Resolution Form.

8.2 Bid Set. Prepare and submit Bid Set including:

- 8.2.1 Final plans and specifications, Engineer's Estimate, Basis of Design Report, and Engineering Calculations, if necessary, which include revisions that address and resolve all outstanding issues.

8.3 Design-to-Construction Phase Transition Report. Consultant will prepare a Design-to-Construction Phase Transition Report.

8.4 Project-Specific Subtasks.

- 8.4.1 Not Used.

Task 8—Deliverables.

- 1. 100% Plans, Specifications, AACE Class 2 Cost Estimate and Engineering Documents.
- 2. Final Basis of Design Report.
- 3. Engineering Analysis and Calculations.
- 4. 100% Comment Resolution Document.
- 5. Bid Set that includes Final Plans and Specifications, including Standard Provisions, Special Provisions, Technical Provisions, Appendices, Notice to Bidders, Geotechnical Data Report, Geotechnical Baseline Report, and other Bid documents.
- 6. Design-to-Construction Phase Transition Report (Draft, Final Draft, and Final).

Task 8—Assumptions.

- 1. Not Used.

Task 9—Bid and Award Services.

Upon the District's request, the Consultant will assist during the bidding process of the Project by:

- 9.1 Prequalification Activities.** Assist the District in preparing the prequalification parameters for the District to use in acquiring competent, qualified contractors for the work being bid. Assist the District in evaluating the qualifications of contractors submitting questionnaires.
- 9.2 Bidder's Questions.** Responding to bidders' questions pertaining to the Bid Set within two business days of receipt of District's written request. Consultant will maintain a log of bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.
- 9.3 Pre-Bid Meeting.** Attending the pre-bid conference, including a site visit, and assisting with preparation of documents to be distributed at the conference.
- 9.4 Addenda.** Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:
 - 9.4.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.
 - 9.4.2 Changes to drawings will be signed and stamped and will be provided within five business days of the written request from District.
 - 9.4.3 During preparation of each addendum, the Consultant will evaluate any construction schedule and cost impact of the addendum and submit to District for consideration prior to finalizing addendum.
- 9.5 Conformed Contract Documents.** Preparing a Conformed Set of construction Contract Documents after construction bids are received, for use during construction.
- 9.6 Project-Specific Subtasks.**
 - 9.6.1 Not Used.

Task 9—Deliverables.

- 1. Recommendations for prequalification requirements to use in the prequalification process administrated by the District. Assist in reviewing qualifications as required.
- 2. Written responses to bidders' questions and associated log.
- 3. Attendance at pre-bid conference, including site visit, and preparation of minutes.
- 4. Addenda to bid documents.

5. Electronic versions of stamped and signed conformed set of construction contract documents.
6. Stamped and wet-signed conformed set of contract documents (electronic and hard copy) for use during Project construction.

Task 9—Assumptions.

1. Not Used.

Task 10—Supplemental Services.

The District may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, Consultant must receive an approved Task Order issued by the District and executed by both Parties. Refer to the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, paragraph #13 Task Orders, APPENDIX ONE Additional Legal Terms, and APPENDIX THREE Task Order Template.

10.1 Additional Services. The Consultant will provide additional quantities of previously identified services as requested by District. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 9 as Task 10 Supplemental Services, to include but not be limited to:

10.1.1 Additional meetings.

10.1.2 Additional time allotted for meetings.

10.1.3 Additional status/progress reports.

10.1.4 Additional telephone conference calls.

10.1.5 Additional pages or copies of technical memorandums, plans, reports, drawings and specifications.

10.1.6 Additional public outreach visual materials.

10.1.7 Additional Bid and Award Services.

10.1.8 Additional process optimization testing.

10.1.9 Additional Operations Specialist Services

10.1.10 Additional Monitoring and Peer Review of District's Remediation Work

10.2 New Supplemental Services. The following are services not already described in the basic Scope of Services in Tasks 1 through 9 and are defined here as a basis for developing adequate budget for the supplemental items that may be performed as part of this Agreement.

- 10.2.1 **Supplementary Design Services.** This subtask provides for supplementary engineering services for pumping and power improvement design work and for other design work not anticipated by the District at this time. The Consultant design drawings and specifications shall be stamped and suitable for construction. The design documents may be used for advertisement and award as a separate project or incorporated with the Project.
- 10.2.2 Assist the District in evaluating operational deficiencies relating to the design of the existing Residuals Management Project.
- 10.2.3 Dispute resolution assistance pertaining to the residuals management process project completed in October 2016. Assist the District in preparing for and participate in meetings and proceedings such as Dispute Review Board meetings and hearings, mediation, arbitration, and litigation matters pertaining to the previous or current Project.
- 10.2.4 Field verification of record drawings, not related to the Project.
- 10.2.5 Creation of a 3D model of the existing Residuals Management Facilities from record drawings.
- 10.2.6 3D renderings or “fly-through” videos of the proposed remediation improvements.
- 10.2.7 Soil borings, if necessary.
- 10.2.8 Field surveys if necessary.
- 10.2.9 Offsite staging investigations.
- 10.2.10 Assistance with temporary sludge disposal measures.
- 10.2.11 Prepare lock-out tag-out (LOTO) procedures for systems with dual power sources.

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

Attachment One to Schedule P&D—Fees and Payments
Attachment Two to Schedule P&D—Schedule of Completion
Attachment Three to Schedule P&D—Consultant’s Key Staff and Subconsultants
Attachment Four to Schedule P&D—Reference Materials
Attachment Five to Schedule P&D—Existing Residuals Process Performance Issues

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

1. Total Authorized Funding.

Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of **\$3,296,795** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown.

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

COST BREAKDOWN

Task	Description	Total Not-to-Exceed Fees
1	Project Management	\$494,715
2	Data Collection and Investigations	\$521,948
3	Conceptual Alternatives and Basis of Design	\$296,548
4	30 Percent Design Document Preparation	\$412,512
5	60 Percent Design Document Preparation	\$430,658
6	75 Percent Design Document Preparation - Electrical and Controls	\$52,712
7	90 Percent Design Document Preparation	\$452,623
8	Final Design Document Preparation	\$148,609
9	Bid and Award Services	\$21,470
10	Supplemental Services	\$465,000
Total Not-to-Exceed Fees		\$3,296,795

3. Terms and Conditions.

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

- A. The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (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 the District, provided Consultant submits

written notice to District of Consultant's request to revise the hourly rates ninety (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 twelve (12) months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Utility Deputy Operating Officer.

- C. **Reimbursable Expenses.** All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies. These other direct expenses will be billed on a monthly basis at actual cost plus 5.0% percent linked to each Agreement Task, as approved by the District's Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. Any equipment purchased on behalf of the District that cost \$50 or more must receive the prior written approval of the District Project Manager. All equipment that the District is invoiced for becomes the property of the District when the Consultant is reimbursed for the amount it paid for that equipment.

4. Approval Required for Services Performed at Specified Rate and/or Additional Staff.

- A. For staff with rates exceeding the rate of \$ [Authorization Amount]/hr, the Consultant shall obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]
- B. Expenses incurred by Consultant or Subconsultant for additional Subconsultants providing professional services will be billed at actual cost plus 5%.
- C. 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 District approval has been obtained from the District's Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of the 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant:	
Project Manager	\$295.00
Project Engineer	\$250.00
Technical Advisor	\$295.00
Principal Engineer	\$230.00
Construction Manager	\$230.00
Construction Sequencing Lead	\$230.00
O&M Specialist	\$295.00
Startup Specialist	\$230.00
QC Reviewer	\$250.00
Architect	\$250.00
Civil Lead	\$250.00
Civil Engineer	\$145.00
Mechanical Lead	\$170.00
Mechanical Engineer	\$145.00
Structural Lead	\$295.00
Structural Engineer	\$230.00
Electrical Lead	\$230.00
Electrical Engineer	\$190.00
I&C Lead	\$250.00
I&C Engineer	\$145.00
Cost Estimator	\$250.00
Lead CAD Designer	\$145.00
CAD Designer	\$105.00
Project Controls Engineer	\$230.00
Land Survey Crew	\$350.00
Survey Lead	\$230.00
Principal Planner	\$230.00
Associate Planner	\$170.00
Supervising Scientist	\$141.00
Administrative Assistant	\$100.00
Junior Administrative Assistant	\$75.00
Subconsultant: GTC Consultants, Inc.	
Lead Geotechnical Engineer	\$215.00
Sr. Geologist/Geotechnical Engineer	\$188.00

1. This Agreement commences on the Effective Date, subject to accomplishment of all the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on June 1, 2021, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District 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	Term of Agreement
2	Data Collection and Investigations	9
3	Conceptual Alternatives and Basis of Design	21
4	30 Percent Design Document Preparation	17
5	60 Percent Design Document Preparation	21
6	75 Percent Design Document Preparation - Electrical and Controls	23
7	90 Percent Design Document Preparation	25
8	Final Design Document Preparation	26
9	Bid and Award Services	31
10	Supplemental Services	Term of Agreement

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Team Member	Project Role	Contact Information
Michael Price	Project Manager	michael.price@stantec.com 1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925-627-4712 (office) 925-818-6850 (cell)
William Taplin	Project Engineer	william.taplin@stantec.com 1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925-627-4713 (office) 925-963-1626 (cell)
Mark Graham	Process Lead	mark.graham@stantec.com 1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 425-922-1781 (office) 425-896-6986 (cell)
Billy Wong	Construction Sequencing	billy.wong2@stantec.com 1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925-627-4724 (office) 925-899-1013 (cell)
Steven Tidwell	Project Controls	steven.tidwell@stantec.com 1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925-627-4543 (office)

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

Firm	Contact Information
GTC Consultants, Inc.	Neel Neelakantan 500 Sansome St., Suite 402 San Francisco, CA 94111 neel@gtcgeotech.com 415-981-9950 (office)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Ref No.	Description
1	Quality and Environmental Management System (QEMS) Fact-Sheet.
2	Santa Clara Valley Water District Non-Disclosure Agreement (NDA)
3	Personal NDA (PNDA)
4	GIS Product Standards July 2017 version
5	Residuals Management Project - Conceptual Engineering Report prepared by CH2M HILL May 2010
6	Planning Study Report prepared by District September 2010
7	Final Basis of Design 30 Percent Design prepared by CH2M HILL May 2011
8	Final Addendum to Basis of Design Report prepared by CDM Smith September 2012
9	Residuals Management Project - Conformed Drawings and Specifications prepared by CDM Smith September 2013
10	Residuals Management Project - Owner Record Drawings prepared by District May 2017
11	Standard Operating Procedures
12	Final Initial Study/Mitigated Negative Declaration RWTP RMP Adopted 2013
13	District AutoCAD Standards
14	System Improvements Project List
15	Rinconada WTP Construction Project – Draft Traffic Study Report 2014
16	Residuals Management Project Planning Study Report
17	Residuals Management Project Engineer's Report

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The following list of items summarizes performance issues associated with the existing residuals management facilities. The Consultant will fully investigate these and other issues and provide the District with a design approach that meets the District's objectives for the Project.

1. Maximum capacity of the existing solids handling process is currently estimated to be undersized by 40% of maximum solids production with respect to current operations. The following factors are noted here for Consultant to address in resolving the maximum solids production to be used as the Basis of Design for this Project:
 - a. Part of the capacity deficiency is due to the alum dosage used for the theoretical calculation (20.5 mg/L), when the correct active dose was 43 mg/L.
 - b. During the original planning, the theoretical calculation of maximum solids production used water quality and chemical feed data including the incorrect alum dosing in item a above, between 2005 to 2007. The dry solids estimated between the theoretical maximum solids closely aligned within 5% of the solids disposal records kept assuming 15% dry solids for the cake solids produced.
 - c. Drought conditions elevated alum dosages to the low 50s mg/L contributing to additional solids production.
 - d. Previous estimates did not assume any use of powdered activated carbon (PAC), when powdered activated carbon is routinely used in the summertime for taste and odor control. Drought conditions also led to extended use of PAC in 2014 and 2015, which increased overall solids production.
 - e. Project design did not account for ferric chloride use at the plant. Ferric chloride was used in 2016 to lower trihalomethanes (THMs) by increasing total organic carbon (TOC) removal. Use of ferric chloride greatly increased solids production.
 - f. Future plant improvements will involve carbon dioxide addition, raw water ozonation, and replacing upflow clarifiers with flocculation/sedimentation basins. The plant will have an increase in plant capacity from 80 million gallons per day (mgd) to 10 mgd. Tentatively, these improvements will be in place by 2021. The District expects the Project to address impacts these process changes will have on solids production in the future.
2. Gravity Thickeners
 - a. Gravity thickeners do not have the capacity at peak demand to store four (4) days of solids.

- b. Gravity thickeners do not hydraulically fill up equally from the up-flow clarifiers when operated in parallel. Similarly, the gravity thickeners do not equally get withdrawn into the mix tank. Original design assumed parallel operation, but District found that the drawing of sludge has to be done individually, alternating between the two gravity thickeners, which is more manually intensive.
- c. Build-up of water in the gear box.
- d. Difficulty in accessing the gravity thickener by maintenance and mobilizing equipment into the gravity thickeners.
- e. Conveyance of sludge from the gravity thickeners to the mix tank was originally designed to transfer sludge by gravity. Operationally, as to the existing process system, this is not possible, and the District has since installed a temporary transfer pump. Having inter-stage pumping is not a desirable outcome in the long run.
 - i. The temporary transfer pump from gravity thickeners to mix tank over-pressurizes the inlet valve that modulates flow into the mix tank. No pressure relief is available on transfer pump if inlet valve closes.
- f. Gravity thickeners do not fully drain out completely when taken down for maintenance. Requires bringing in a sump pump to pump out remaining sludge before maintenance can be done.

3. Mix Tank

- a. Inadequate storage for a day's centrifuge operation which causes fluctuating sludge densities leaving the mix tank and variable centrifuge operation through the day.
- b. Unclear if the sizing and mixing capabilities of the mix tank to maintain an even blend of sludge to the centrifuges.
- c. Density meter doesn't pick up PAC density. Currently density meter is accurate with only alum or ferric sludge without PAC.
- d. Density meter should be on the mix tank effluent or centrifuge influent instead of inlet of the southern mix pump intake.

4. Centrifuge Feed Pumps

- a. Centrifuge feed pumps should have low suction shutoff so they are not vulnerable to running dry. The area in which the centrifuge feed pumps and mix tank resides has a drain that is connected to the storm drain system. This is not acceptable due to the possibility that sludge can be intercepted and flow to a nearby creek.

5. Centrifuges and Conveyor System

- a. The centrifuges were each intended to process the peak demand with one centrifuge available as a standby, should the one operating fail or need maintenance. The process could meet demands with the standby centrifuge meeting full capacity requirements. As it stands, both centrifuges need to be in operation to meet demand during peak production periods.
- b. Existing centrifuges may be able to produce higher solids production, but the centrate drain and conveyors become too vulnerable to plugging. This causes staff to run the centrifuges at lower levels to avoid the plugging problem.
- c. The bridge crane is not aligned to pull up centrifuge motors. Need correction to be able to pull motors for maintenance.
- d. Upper level drainage discharges directly to the lower level via the discharge conveyor gaps in the floor which are a safety hazard to staff to step into or for drainage or tools that fall below onto equipment, control panels and walkways.
- e. Discharge conveyor penetration in 2nd floor has gaps that are a safety hazard to staff and allows for uncontrolled drainage and overflows to drop down below over the polymer feed and storage area.
- f. Discharge conveyor access for quarterly maintenance inspections and replacement of wear plates is not easily achieved without use of rental equipment such as a cherry picker, scissors lift, or crane. The current set up is also inherently complicated by interferences with scaffolding to conduct this recurring maintenance.

6. Centrate Wet Well

- a. The piping from the centrate wet well to the gravity thickeners is undersized and has caused centrate overflow to the lower ponds in certain modes of operation.

7. Existing Anionic Polymer Storage and Feed System

- a. The Dynablend polymer feed system has not performed as well as the District's previous batch polymer mixing system.
- b. Difficulty getting adequate plant water pressure and flow into the Dynablend system to maintain .5% concentration. Alarm for inadequate pressure is bypassed to allow the system to operate. This has caused all other alarms on the system to be bypassed.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

- c. Recirculation lines and pumps for the two polymer storage tanks tend to plug, and there are inadequate cleanouts. The District has better experience with tank mixers that accomplish the same objective.
- d. Inadequate storage capacity of polymer has led to paying for frequent partial loads which has been costly in terms of chemical costs.
- e. Polymer dose should be evaluated for alum sludge, ferric chloride sludge, and alum with PAC sludge.
- f. The polymer system will need an in-line flowmeter such as a magmeter. Existing calibration column flowrate readings are frequently off by 20-30% compared to pump speed setting.

8. Sludge Conveyors (loadout facility)

- a. Sludge discharge side and centrate drainage side of the conveyors are prone to plugging. Some success was achieved through additional alarms and programming performed by the vendor (Kusters-Zima), but the vulnerability continues to be present.
- b. Full access to perform maintenance on the conveyor was not provided in the original design. Temporary scaffolding was installed to allow staff to access the conveyor to view, unplug, and perform maintenance safely. Scaffolding may interfere with other maintenance activities. Need to maintain access without impacting ability to perform other maintenance activities on the screw conveyors.
 - i. No capability to remove gear box on discharge conveyor and lower to ground level.
- c. Maintenance of the screw conveyors is difficult to conduct and will likely require special equipment and significant down time.
- d. Stormwater run-off from loadout structure is draining into trailers being loaded.

9. Miscellaneous

- a. Plant water supply demand from centrifuges during cleaning cycle has disrupted other plant processes due to the high demand. Two centrifuges cannot be cleaned at the same time without adversely impacting the plant water supply. The remedial design must ensure a robust supply of plant water at adequate pressure to operate plant functions.

- b. One eyewash station and shower is located near control panel, and the other is underneath a conveyor that has a history of dropping sludge when plugged. Tepid water is not provided.
- c. An arc flash study is needed to ensure plant safety.
- d. Electrical panel at loadout area at ground level is located too close to trailers used to collect the sludge.
- e. No lockout, blockout, tagout procedures are developed that are compliant with OSHA for District maintenance to follow when working on the residuals equipment.
- f. A separate power supply to each centrifuge system is needed to allow isolation and work to be completed on each system.
- g. There is a lack of available spare conduits for future modifications and minor changes.
- h. There are insufficient sludge and centrate sampling locations for monitoring and optimizing polymer dosing and centrifuge rate feeds.
- i. Operators in the control room are not able to view all the operational status readings shown on the centrifuge local screens on the second floor.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)