



STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)
Terms and Conditions Template
Rev. B [7/1/2018-06/30/2019]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (District), and BROWN AND CALDWELL, 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), Scope of Services, attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a scope of Services that is separate and apart from the scope of Services described in another Schedule.

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

- A. Each scope of Services described in an attached Schedule(s) must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with 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 the scope of Services.
3. **Licensing:** Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in 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.

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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.
 - 1) Consultant must obtain the District's approval of all Subconsultants. Upon the District's request, Consultant must provide copies of all Subconsultant agreements.
 - 2) Consultant must require its delegates or Subconsultants to agree, in writing, to adhere to terms and conditions of this Agreement.
- D. Any delegation or use of Subconsultants by Consultant will not operate to relieve Consultant of its responsibilities as described in this Agreement.
- E. If any of Consultant's designated key staff persons or Subconsultants fail to perform to the satisfaction of 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

- 1) 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.
- 2) The District's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same scope) or a new Subconsultant is added (to perform new scope), provided the firm complies with all insurance requirements established by the District for such work; such approval will be confirmed in writing.

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.

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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 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.

- E. 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 the District.
- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the terms and conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by the District, 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 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 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:
 - 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) Other direct charges and expenses by Service task;
 - 4) Other direct charges and expenses must reflect actual fees versus the Agreement not-to-exceed fees as stated in Attachment One to Schedule(s), Fees and Payments; and
 - 5) 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.

- 1) The monthly progress report shall include:
 - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
 - b. A look ahead schedule listing deliverables and activities planned for the next two (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:
- 1) Agreement Number;
 - 2) Full Legal Name of Consultant/Firm;
 - 3) Payment Remit-to Address;
 - 4) Invoice Number;
 - 5) Invoice Date (the date invoice is mailed); and
 - 6) 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 Project Manager will review Consultant's written invoice within five (5) District business days of receipt, address any questions with Consultant's Contact/ Principal 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 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.
 - G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements:** Prior to the District executing a Task Order for Services involving public works, as defined herein, the Consultant, and its Subconsultant(s) performing public works, must provide evidence, in the form required by the District, that Consultant and its Subconsultant(s) are in compliance with the California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements.
4. **Retention:** Unless otherwise specified in Attachment One to the Schedule(s), Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by the District and not paid to Consultant until 30 calendar days after the assigned District representative signs 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, Duties of District, subsection 2, Review of Deliverables. of this Agreement. Provided that at any time after 50% of the work has been completed, the District may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final contract close out.

SECTION FIVE

SCHEDULE OF COMPLETION

- 1. **Performance of Tasks:** Consultant will commence performing the tasks described in the scope of Services of the attached Schedule(s) to this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.
- 2. **Project Schedule Table:** Consultant will perform and complete the services described in the scope of Service in accordance with the Project Schedule table (Project Schedule) as stated in Attachment Two to the Schedule(s), Schedule of Completion. Consultant will

coordinate services with the District to provide the timeline of all tasks and sub-tasks including the site visits, document review, meetings, and deliverables.

3. **Monitoring of Project Schedule:** The approved Project Schedule will be monitored monthly. Changes to the schedule for performance of tasks and deliverables are subject to advance written approval by the District.
4. **Project Delays:** The Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Attachment Two to the Schedule(s), Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify the District Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Project Schedule.
5. **Changes to the Project Schedule:** District Project Manager and Consultant may agree to modify the Project Schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modifications in writing.

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. **Term & Automatic Termination:** This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.
2. **District Rights**
 - A. **Suspension:** District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
 - B. **Termination for Convenience:** District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in

the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3. Consultant's Compensation upon Termination or Suspension.

- C. **Termination for Breach:** If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
 - D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
 - E. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.
- 3. Consultant's Compensation Upon Termination or Suspension:** In the event of termination of this Agreement or any Task Order, or suspension of Services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District, as follows:
- A. **Direct Labor**—Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination.
 - B. **Other Direct Costs and Expenses**—Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.
 - 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, Insurance Requirements to the Standard Consultant Agreement, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND 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, Appendices, the Schedule(s), Attachments to the Schedule(s), and all Task Orders executed 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**
 - A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of District. The District Project Manager will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District.
 - B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - 1) execution of the Agreement by Consultant;
 - 2) submission by the Consultant, and acceptance by 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, 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;

- 5) submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable;
- 6) any other requirements that are deemed necessary by the District; and
- 7) execution of the Agreement by the District.

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 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:
 - 1) 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.
 - 2) Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, an amendment to their Form 700 any time there is a change to their disclosure information.
 - 3) Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by the District, during the District's annual filing season as determined by the District;
 - 4) Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming

Office Statement, shall file in a manner prescribed by 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).
- 5) 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 Project Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to the District.
 - 6) 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

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

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- 5) Schedule for completing the services; and
 - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to the District.
- B. 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.
- C. 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 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.
- D. 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. 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.
- 16. Taxes and Benefits:** Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.

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

18. Notices: Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices are deemed to have been given when made in writing and when delivered or mailed to the representatives of 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

19. 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

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

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

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(SIGNATURES FOLLOW ON NEXT PAGE)

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"

BROWN AND CALDWELL, INC.
"Consultant"

By: _____
Linda J. LeZotte
Chair, Board of Directors

By: _____
Jeffrey Kivett
Vice President

Date: _____

Date: _____

Consultant's Address:

ATTEST:

201 North Civic Drive, Suite 300
Walnut Creek, CA 95496

Michele L. King, CMC
Clerk, Board of Directors

Date: _____

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

1. Conflict of Interest—Future Services

Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal: (1) for any contract to be awarded for design (that would be in addition to the scope described in Task 7 Preliminary 30% Design as stated in this Agreement), design/build services, construction management or construction of any project that is related to the Services provided pursuant to this Agreement; (2) 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 (3) 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 **31%** 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. 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.
- B. Task Orders are subject to approval by the District Deputy Officer unless delegated to the Unit Manager.
- 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 \$ [NOT-TO-EXCEED AMOUNT]. [NOT USED]

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

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

A. Alternate Dispute Resolution

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

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

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

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

B. Request for Mediation

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

C. Selection of Mediator

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

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

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

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

- 2) At the first session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The mediator may require each Party to supplement such information.

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

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

- 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

- 1) There shall be no stenographic record of the mediation.

M. Termination of Mediation

- 1) 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.

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

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

5. Compensation for Participation in Mediation

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

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

Task Order No. _____

Title: _____

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

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, Miscellaneous Provisions, 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].

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

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.
6. The Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]
 - 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 prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in 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:

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

DATE

Signature:

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

DATE

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APPENDIX FOUR TO THE STANDARD CONSULTANT AGREEMENT INSURANCE REQUIREMENTS

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

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

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

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

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

CERTIFICATES OF INSURANCE

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

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated District Contract Administrator and email a copy to **Insurance.Certificates@valleywater.org**.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;

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

2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4869**

IMPORTANT: The agreement or CAS number must be included.

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

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

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

MAINTENANCE OF INSURANCE

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

RENEWAL OF INSURANCE

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

Consultant shall instruct its insurance broker/agent to:

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

Insurance.Certificates@valleywater.org

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

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4869**

IMPORTANT: The agreement or CAS number must be included.

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

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.

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:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.

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- ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage covering all work to be performed for the District.
- b. Employer Liability coverage for not less than \$1,000,000 per occurrence.

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. Editions dated 07/04 are not acceptable.
2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk

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Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion

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

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CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	
Professional Liability:	A.	Limits (\$5,000,000)	

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SCHEDULE P SCOPE OF SERVICES

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).

Amandeep Saini (District Project Manager)
Associate Electrical Engineer
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-3092
E-mail: asaini@valleywater.org

Karen Uyeda (District Unit Manager)
Capital Engineering Manager, East Side Project Delivery Unit
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2037
E-mail: kuyeda@valleywater.org

Katherine Oven (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 Project Manager.

Matthew Pagendarm (Consultant Project Manager)
Project Manager
11020 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Phone: 916-853-5334
E-mail: MPagendarm@brwncaled.com

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- C. The Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18., Notices, the District will submit all notices pertaining to this Agreement to the Consultant's Principal Officer.

Jeffrey Kivett (Consultant Principal Officer)
Vice President, Northern California Area Leader
201 N. Civic Drive, Suite 300
Walnut Creek, CA 94596

Phone: 925-210-2236
E-mail: JKivett@brwnald.com

2. Scope of Services

- A. This Schedule P, Scope of Services describes the professional planning and preliminary 30% design services to be performed by Consultant for the District's **Coyote Pumping Plant Adjustable Speed Drives (ASDs) Replacement Project** (Project). The District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for environmental permitting and/or compliance and analysis. The District may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize District staff to perform such services.
- B. If the District proceeds with using the design/build project delivery method for this Project, Consultant will be precluded from submitting a proposal in response to any procurement issued by the District to retain a design-build entity.

3. Project Objectives

Extend the service life of Coyote Pumping Plant and improve plant reliability, while maintaining the current level of service.

4. Project Background

- A. 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 pumping plants, three water treatments plants, one advanced purification plant, nearly 400 acres of groundwater recharge ponds, almost 150 miles of pipelines, and more than 275 miles of streams.
- B. The Coyote Pumping Plant (CPP) is located in the city of Morgan Hill and has been in operation since the mid-1980s. The CPP is part of Reach 3 of the Federal Central Valley Project's San Felipe Division (SFD) which conveys raw water from San Luis Reservoir in Merced County, California to the CPP. Water from San Luis Reservoir is one of the District's primary sources of imported raw water. The CPP is operated as a booster

SCHEDULE P SCOPE OF SERVICES

station to increase the flow and pressure of water from San Luis Reservoir to pump water into and out of the District's Anderson Reservoir. The CPP typically operates three to five of its total of six pumps simultaneously to meet the demands during high-flow season from April through October.

- C. While Reach 3 facilities are owned and periodically inspected by United States Bureau of Reclamation (USBR), pursuant to a written agreement, the District is responsible for their operations and maintenance. CPP sits at the confluence of three of the District's main raw water pipelines: Anderson Force Main (AFM), the Santa Clara Conduit (SCC), and the Cross-Valley Pipeline (CVP).
- D. Currently, depending on the needs of the District, CPP may be operated to:
 - 1) Increase deliveries from the San Luis Reservoir to the District's raw water distribution system due to higher demand.
 - 2) Increase deliveries from the San Luis Reservoir to the District's raw water distribution system when deliveries from the South Bay Aqueduct are limited due to facility maintenance and outages.
 - 3) Pump water into, or out of, Anderson Reservoir. If Anderson Reservoir is being used as source water, CPP may be operated to increase deliveries from Anderson Reservoir to the District's raw water distribution system due to higher demand.
- E. The purpose of the Project is to eliminate risk of failure due to age and condition of drives, improve the safety of electrical components, address operational and maintenance concerns, and make general enhancements to the facility. The District plans to maintain the current level of service by meeting the treated water demands and providing recharge when needed.
- F. The equipment to be evaluated for replacement pursuant to this Agreement includes, but is not limited to: existing six 2000HP wound rotor motors and slip recovery Adjustable Speed Drives (ASD); HVAC system; local Supervisory Control and Data Acquisition (SCADA) system components (including Remote Terminal Unit (RTU), Programmable Logic Controller (PLC), and Human Machine Interface (HMI) equipment, and related communications and networking components); control and instrumentation systems; control strategy for the ASDs; two main medium voltage circuit breaker and one medium voltage tie circuit breaker (switch); replacement of motor control equipment line-up (MCE); motor cooling water supply pump and motor; Hydraulic Valves Operating System (HVOS) and discharge valve actuators; isolation valve control operator; 5kv overhead busway; and station service transformers.
- G. The final work product from this Scope of Services shall be an approved Planning Study Report identifying and describing the Staff-Recommended Alternative.

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5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of Services:** The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project requirements.
- 2) **Deliverable Format:** Consultant shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in five copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables:** The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process. For each deliverable, the District will collect comments from all District stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by the District staff during the workshops will be documented by the Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) **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 sub-tasks in accordance with the QEMS framework. In such situations, the DPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 5) **Consultant Responsibility:** Consultant, with its expertise in the provision of the listed services, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Article 3, Project Objectives.
- 6) **Document Control:** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.
- 7) **File Exchange Service:** Consultant will provide a file exchange service to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a

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timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to work with District's Information Technology Unit to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements

Although it is the responsibility of the Consultant to conduct independent investigations to complete the planning tasks listed below, the District will make all previous reports and background information available to the Consultant after the Agreement is awarded.

6. Planning and Preliminary Design Phases Tasks

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, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule P, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet the District and Project requirements.

1.1 Project Planning and Preliminary Design Work Plan

Consultant will prepare a Project Planning/Preliminary Design Work Plan in accordance with this Scope of Services.

- 1.1.1 The Project Planning/Preliminary Design Work Plan shall 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/Preliminary Design Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan, using the District's Quality Control Guidelines of Work Instruction W73002, 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. The Project QA/QC Plan shall include at least the following:
 - 1.1.2.1 Outline of QA/QC strategy.
 - 1.1.2.2 QA/QC activities to be conducted.

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1.1.2.3 Technical reviewers and QA/QC Team.

1.1.2.4 The roles and responsibilities of Consultant's team members (including Consultant's employees, contractors, technical reviewers and the QA/QC Team) relative to ensuring the interim work product and final deliverables meet quality and legal standards as well as the requirements of this Scope of Work.

1.1.2.5 The basis for engineering decisions and calculations are reviewed and a clear description of the engineering decision-making process.

1.2 Progress Meeting and Workshops: District and Consultant key staff and subconsultants as determined necessary and appropriate by Consultant, subject to DPM approval, will coordinate and attend periodic progress meetings and workshops with District staff, regulatory and resource agencies, and review boards, as needed, to review and discuss progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by the District at least one week prior to the meeting. At each progress meeting, Consultant shall provide monthly progress reports that coincide with the monthly invoice period activities. Within three business days following each progress meeting, Consultant shall prepare and submit a draft electronic copy of meeting summary notes to the DPM for review and comment. Consultant shall incorporate review comments and submit final meeting notes to the DPM within one week of receiving comments.

1.3 One-on-One Meetings With District: The Consultant Project Manager must provide a brief update of the team's work activities completed within the week, the look-ahead activities, and the issues and actions that require the District's attention, in a weekly/twice a week meeting/conference call with the DPM; frequency of these meetings and calls will be as directed by the District.

1.4 Coordination and Communication With External Agencies: 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/Pre-Design activities as requested by the District.

1.5 Public Outreach: If requested, the Consultant will provide support and assistance to the District's public outreach activities. Such assistance may include coordination, preparation, and participation, including preparing presentation materials, preparation of newsletters, graphics, and developing responses to questions, and other tasks as directed by the DPM.

1.6 Project-Specific Sub-Tasks

1.6.1 Additional Review Meetings: Consultant shall recommend convening and attending meetings, workshops and consultations with the District as needed to complete the Planning tasks.

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- 1.6.2 **Decision Log:** Consultant shall create a Decision Log to maintain a record of all decisions made during the planning phase. For each decision, the log shall include the date(s), key staff involved, key factors discussed, decision made, and impacts, if any, on scope, schedule, and fees. The Decision Log shall be updated by the Consultant prior to the progress meetings and shall be used for discussion purposes.
- 1.6.3 **Close-Out Checklist Items:** Prior to completion of the planning phase, the Consultant shall complete items on the close-out checklist provided by the District.

Task 1—Deliverables

1. The Project Planning/Pre-Design Work Plan including QA/QC Plan (Draft, Final Draft, and Final).
2. Documentation of QA/QC performed by Consultant prior to submittal of deliverables to the District.
3. Meeting Agendas, Minutes, and Presentations.
4. Weekly Meetings/Conference Calls attendance and notes.
5. Decision Log.
6. Submittal of all items identified on Planning Phase Close-Out Checklist.
7. Monthly Progress Reports.

Task 1—Assumptions

1. The District will coordinate progress meeting logistics such that critical District team members are present for scheduled meetings. External participants may be invited by the District or by Consultant with District pre-approval to attend these meetings when appropriate.
2. Monthly progress meetings will be held at District facilities or via telephone conference at the discretion of the DPM. It is anticipated that the meetings will be held at the District Headquarters building in San Jose, California. For budgetary purposes, the Parties anticipate monthly progress meetings to occur from Notice-to-Proceed (NTP) through end of the Agreement, approximately half of which are face-to-face meetings and half are conference calls, at District's discretion, each lasting approximately one hour.
3. Each bi-weekly telephone call between the DPM and Consultant's Project Manager is anticipated to last no more than one hour and these will occur month from NTP through end of the Agreement.

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4. Comments and correspondence will typically be routed first through the District and Consultant Project Manager to maintain a clear line of communication. Communications between others on the District and Consultant team may occur, but must be arranged with the District and Consultant Project Manager's prior knowledge. Consultant will not take direction from such communications between staff supporting the Project.
5. The project management level of effort assumes a Project duration of approximately 16 months from notice to proceed (NTP).
6. The public outreach task level of effort is based on supporting one open-house style public meeting.

Task 2—Background and Data Collection

The purpose of this task is to review existing information, perform studies and analysis to establish existing conditions, define and confirm the problems and deficiencies, and explore opportunities for system improvements. The scope of this task includes but is not limited to:

- 2.1 Existing Conditions:** The Consultant shall refer to collected background information such as plans and reports, as well as information gathered through conducting site visits, to establish an accurate description and evaluation of the existing site conditions. Consultant shall create drawings, charts, or maps, if necessary, to illustrate the existing conditions.
 - 2.1.1 Background Information:** Review drawings, maintenance service records, and models supplied by the District.
 - 2.1.2 Field Investigations:** Perform field investigations to confirm that District-provided data is correct, make corrections to incorrect data, and supply missing data as necessary to perform analyses and studies.

Task 2—Deliverables

Corrected or missing data collected by Consultant.

Task 2—Assumptions

The District will provide available pertinent background documents, including as-built drawings, Arc Flash report, Pump motor test report, Biennial testing report, maintenance service records, and relevant environmental reports for reference.

Task 3—Define Problems or Purposes, Constraints, and Opportunities for System Improvement

The purpose of Task 3 is to understand the functioning of the existing facility and pumping system. Consultant is to identify the problems, the causes of the problems, where constraints or opportunities for system improvement exist, and refine the objectives of this project. The scope of this task includes but is not limited to:

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- 3.1 Evaluate Existing Project Condition:** The Consultant shall assess the existing conditions at CPP as well as analyze the data to evaluate the current problems and their causes.
- 3.1.1 **Drives:** Assess the existing pump motors and ASDs to determine current condition and inefficiencies.
 - 3.1.2 **Structural System:** Assess the existing structure in the adjustable speed drive area to identify weight/loading constraints for new equipment.
 - 3.1.3 **Electrical System:** Assess the existing electrical system for safety, compatibility, and continued long-term use.
 - 3.1.4 **Control System:** Assess the existing instrumentation and controls system, including its SCADA system integration, for compatibility and continued long-term use. Assessment shall also consider any related findings contained in the District's SCADA Master Plan document.
 - 3.1.5 **Hydraulic Valves Operating System:** Assess the existing HVOS for its continued long-term use.
- 3.2 Identify Constraints:** The Consultant shall identify constraints related to the Project, including, but not limited to:
- 3.2.1 Construction sequence.
 - 3.2.2 Full plant shutdowns or partial system shutdowns for minimizing the impact to operations.
 - 3.2.3 Environmental constraints.
 - 3.2.3.1 Mitigation of potentially hazardous materials.
 - 3.2.3.2 Discharge constraints.
 - 3.2.4 Existing building footprint may limit amount of additional equipment installed.
 - 3.2.5 Construction schedule.
 - 3.2.5.1 HVAC work must be performed between the months of November and April.
 - 3.2.5.2 Project may have to be completed in stages.

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- 3.3 Identify Opportunities for System Improvement:** Based on the data collected and evaluation of existing conditions, the Consultant shall identify opportunities that could provide benefit. At a minimum, the opportunities to be evaluated shall include, but not be limited to:

3.3.1 Drives and Motors

- 3.3.1.1 Replacement of existing ASDs with latest technology.
- 3.3.1.2 Modify/convert existing wound rotor motors to be compatible with new stator fed ASDs or use existing motor with new slip power recovery ASDs.
- 3.3.1.3 Upgrade HVAC system to support additional cooling requirements of new ASDs if necessary.

3.3.2 Structural System

- 3.3.2.1 Identify weight/loading constraints of the existing structure.

3.3.3 Electrical System

- 3.3.3.1 Replacement of Motor Control Equipment with new Switchgear, and replacement of two main medium voltage circuit breakers and one medium voltage tie circuit breaker (switch).
- 3.3.3.2 Add operational safety features such as remote circuit breaker rack-in/out capability.
- 3.3.3.3 Upgrade standby power capacity to add the electric actuators for the valves instead of hydraulic actuators.
- 3.3.3.3 Recommend testing procedure for 5kV busway and station service transformers and design replacement if warranted.

3.3.4 Controls System

- 3.3.4.1 Modify/upgrade SCADA system components, instrumentation and control systems, and the control strategy to support the new ASDs.
- 3.3.4.2 Install pump motor vibration and power monitoring systems and motor control center.

3.3.5 Hydraulic Valves Operating System

- 3.3.5.1 Assess the existing HVOS for its continued long-term use and improvement.

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- 3.3.5.2 Assess and evaluate if HVOS can be eliminated, and replaced with electric actuators and backup power.

- 3.4 Project Requirements:** The Consultant shall assist the District with the identification and establishment of the Project requirements. The Consultant shall prepare a Project Requirement Memorandum which shall be updated periodically.
- 3.5 Prepare Draft and Final Problem Definition/Refined Objectives Reports:** The Consultant shall prepare a draft Problem Definition/Refined Objectives Report describing the findings and problems identified to date in the investigations and any proposed refinement to the initial Project Objectives. This report will be the basis for any future alternative analysis to be presented in the Planning Study Report. The District shall review the draft report to ensure adequacy and accuracy of the initial Project assessment and analysis. The Consultant shall incorporate District comments and perform internal review and approval of the final report prior to submitting to the District.

Task 3—Deliverables

1. Draft and final Technical Memorandum with sections on Drives and Motors, Electrical System, Instrumentation and Control/SCADA System, and Hydraulic Valves Operating System.
2. Project Requirements Memorandum (Draft, Draft Final, and Final).
3. Draft Problem Definition/Refined Objectives Report with completed Consultant QA forms.
4. Final Problem Definition/Refined Objectives Report with completed Consultant QA forms and response to District comments.

Task 3—Assumptions

1. District will provide available existing schematics and control strategy to the Consultant for review.
2. Consultant will do site visits for evaluating the existing equipment and conditions.
3. Consultant will prepare and lead a workshop with District's Operations and Maintenance (O&M) staff to solicit input for the project requirements and constraints.
4. District will identify project cost/budget constraints, but no cost estimating will be performed by the Consultant in this phase.
5. Structural evaluation will be limited to assessing the ability of the existing structure to support replacement adjustable speed drive equipment; analysis will be done in the adjustable speed drive subtask. No modifications to the existing structure are included in this Project.

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6. The District will make available a draft copy of portions of the SCADA Master Plan document related to the Coyote Pumping Plant on-site. The assessment shall also consider any related recommendations contained in the District's SCADA Master Plan document made available before the draft Technical Memoranda are submitted.
7. Requirements for equipment monitoring to improve upon the method used at Pacheco Pumping Plant or as a fully defined alternative approach if required by the District. Needs assessment for condition assessment systems and analytical software will not be required.

Task 4—Conceptual/Feasible Alternatives Analysis

The purpose of Task 4 is to develop a list of feasible alternatives that can address the identified problems and therefore fulfill the Project objectives. The alternatives will be developed to a level of detail that allows an objective assessment of the pros and cons of the alternatives and establishes the basis for identifying the Staff-Recommended Alternative. Ultimately, this will provide the necessary information for the Board of Directors to make an informed decision on proceeding with the Project. The scope of this task includes, but is not limited to:

- 4.1 Criteria Development:** The Consultant shall develop a components evaluation methodology which will include the selection of relevant criteria and assignment of weighting factors for each criterion by which the Project alternatives will be evaluated. Consultant shall submit a draft evaluation methodology for District's review and engage District staff in a Criteria Development Workshop. Defining the evaluation criteria at the start of the Project will allow the Consultant to develop Project components to the level of detail needed to evaluate each component.

The components of the methodology will include the following: assessment criteria, weight of criteria, scales of criteria, participants, and the decision-making process. Environmental sensitivities and resource constraints shall be considered.

- 4.2 Identify Conceptual Alternatives and Develop Preliminary Design:** The Consultant shall identify conceptual alternatives which could address the problems identified and meet the Project objectives. At a high level, the Consultant shall lay out a preliminary design for each alternative and how it should function. Although the Consultant should try to stay with broad, simple, and high-level concepts in this phase, sufficient detail is necessary to allow assessment and comparison to determine why some alternatives may not be feasible.

- 4.3 Prepare Conceptual Alternatives Cost Estimate:** For comparative purposes, the Consultant shall prepare an order of magnitude cost estimate (AACE International Class 5 level) for each alternative.

- 4.4 Assess Conceptual Alternatives and Prepare Conceptual Alternatives Report:** Using the assessment methodology developed, the Consultant shall conduct conceptual alternative assessment to identify which options to carry forward and further study. Consultant shall conduct a workshop summarizing the conceptual alternatives being considered including descriptions, figures, and sketches of each alternative, the

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preliminary assessment methodology, and results of the assessment. Consultant will prepare an alternatives matrix from the scoring and ranking of the alternatives, showing results of the relative score of each alternative. The District will provide feedback during this workshop to facilitate selection of the feasible alternative from the conceptual alternatives.

- 4.5 Identify Feasible Alternatives and Develop Preliminary Design:** Based on feedback from the District, the Conceptual Alternatives Workshop results will identify the alternatives that are not feasible and determine which alternatives to further study. Consultant shall prepare a preliminary design for each feasible alternative as though it was the staff-recommended project. The analyses, calculations, and drawings must be developed to the level of detail that allows objective assessment of the pros and cons of the alternatives.
- 4.6 Prepare Feasible Alternatives Cost Estimate:** The Consultant shall prepare an estimate of costs for each alternative using a spreadsheet format with the same unit costs and standard items for each.
- 4.7 Assess Feasible Alternatives and Prepare Feasible Alternatives Report:** To evaluate the feasible alternatives, the Consultant shall define the methodology for assessment. Since all feasible alternatives must meet the project objectives, the criteria to evaluate and differentiate them must involve more details to achieve an objective and credible assessment.

After each feasible alternative has been evaluated using the new methodology, the Consultant will prepare a Feasible Alternatives Report that describes the methodology, assessment criteria, and presents the feasible alternatives matrix. A summary of the conceptual alternatives that were evaluated and determined not to be feasible will be included in the feasible alternatives report.

Task 4—Deliverables

1. Draft Evaluation Methodology;
2. Criteria Development Workshop and agenda;
3. Draft Workshop summary;
4. Final Workshop summary;
5. Final Evaluation Methodology;
6. Draft Conceptual Alternatives Report with completed Consultant QA forms;
7. Final Conceptual Alternatives Report with completed Consultant QA forms and response to District comments;

SCHEDULE P SCOPE OF SERVICES

8. Draft Feasible Alternatives Report with completed Consultant QA forms; and
9. Final Feasible Alternatives Report with completed Consultant QA forms and response to District comments.

Task 4—Assumptions

1. Hydraulic analysis of the existing pumping plant is not included in the scope of services. The District may authorize Consultant to perform such analysis as a Supplemental Service or self-perform such analysis.
2. Development of conceptual and feasible alternatives is limited to the adjustable speed drives replacement and motor rebuild/replacement. Other auxiliary systems identified for assessment in the RFP (e.g. switchgear, station service transformers, hydraulic valve operating system, motor cooling water pumps) will be assessed and documented, and a cost estimate (AACE Class 5 level) for direct replacement will be identified.
3. No structural elements are included in Task 4 Conceptual/Feasible Alternatives Analysis.

Task 5—Staff-Recommended Alternative

The purpose of Task 5 is to develop a staff-recommended alternative. The scope of this task includes but is not limited to:

- 5.1 Staff-Recommended Alternative Report:** Based on alternative assessment results, the Consultant shall optimize feasible alternatives to develop a staff-recommended project that best meets the Project objectives. The feasible alternatives may be expanded or refined, and specific components of some alternatives may be combined to optimize fulfillment of the objectives.

The Consultant is to prepare a draft Staff-Recommended Alternative Report summarizing each alternative investigated, assessment methodology, results of assessment, and the staff-recommended project.

The Consultant shall review and approve the draft report prior to submitting it to the District for review and comment. The District shall review the draft report to ensure adequacy and accuracy of the alternative analysis and basis for identifying the Staff-Recommended Alternative. The report shall be labeled “preliminary” until “approved” by the District.

- 5.2 Prepare Final Staff-Recommended Alternative Report:** Consultant will prepare the Final Staff-Recommended Alternative Report after receiving input from the District.

Task 5—Deliverables

1. Draft Staff-Recommended Alternative Report with completed Consultant QA forms; and

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2. Final Staff-Recommended Alternative Report with completed Consultant QA forms and response to District comments.

Task 5—Assumption

Staff-Recommended Alternative will be one of the alternatives identified in the Feasible Alternatives Report developed as part of Task 4 Conceptual/Feasible Alternatives deliverable.

Task 6—Transition Report and Planning Study Report Preparation

The purpose of Task 6 is to prepare a Transition Report to properly transfer Project information to the design phase Project team and to prepare a Planning Study Report (PSR) to fully document the Project formulation process.

6.1 Prepare Planning-to-Design Transition Report: Consultant shall prepare a Planning-to-Design Transition Report to properly transfer Project information to the design phase project team. This report ensures decisions, commitments, conditions, etc., made during the planning phase are followed up or addressed as project requirements in the design phase to ensure quality of the design deliverables. It also ensures the design phase tasks are carried out efficiently without duplicating efforts for work already performed during the planning phase. The District will provide a list of items that must be included in the Planning-to-Design Transition Report.

6.2 Prepare Planning Study Report: The Consultant shall determine if additional details, analysis, or drawings are needed to adequately describe the recommended project in the PSR and further develop the preliminary design as necessary.

Consultant will summarize the activities of the planning phase process in the Planning Study Report, including the problem definition, the development and evaluation of alternatives, selection of the recommended alternative, and the development of the preliminary design. The Report must also include the life-cycle operation and maintenance costs, anticipated real estate needs, estimated construction costs, schedule, and funding. The Planning Study Report will be a high-level, executive summary style document.

Task 6—Deliverables

1. Planning-to-Design Transition Report with completed Consultant QA forms.
2. Draft Planning Study Report with completed Consultant QA forms.
3. Final Planning Study Report with completed Consultant QA forms and response to District comments.

Task 6—Assumptions

1. The Planning Study Report (PSR) will include assembling previously-generated information as reflected in the Level of Effort (LOE).

SCHEDULE P SCOPE OF SERVICES

2. District review comments on the Draft PSR will be consolidated and provided in one-round of review comments.
3. The District will provide relevant sections of the SCADA master plan in their current state before the start of the Conceptual/Feasible Alternatives Task.

Task 7—Preliminary 30 Percent Design Preparation

- A. The Consultant shall design the Project to 30% and prepare all necessary documents for a design-build project definition. The Consultant shall prepare a project definition that shall provide a basis for bids and agreement; identifies owner requirements; technical issues, risks and project constraints; conveys lifecycle criteria; avoids unnecessary owner commitments; maximizes innovation opportunities; and establishes quality assurance criteria.
- B. The 30% design set shall establish primary drawings and specifications for all major Project components and shall include newly developed design details and/or refinement of the preliminary design prepared during the planning phase. It shall translate major/minor requirements and criteria identified in the Basis of Design documents and describe the construction scope in more detail. The level of completeness shall be Partially Complete to Substantially Complete.
- C. Consultant's performance of subtask 7.7 Prepare Design-Build Project Definition is subject to prior written authorization from District.

The scope of this task includes:

7.1 Basis of Design Report Preparation

The purpose of this task is to perform the engineering analyses, calculations, and interpretations that are required to support and develop the Basis of Design for the Project. Consultant is responsible for performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others to achieve this purpose. The supporting analyses, calculations, and other standards and detailed design information shall be used to preparing the 30%-Design Level Engineering Cost Estimates for the Project and support Design-Builder selection. The scope of this task includes:

- 7.1.1 Consultant shall prepare a Basis of Design Report to define the technical requirements and parameters for the entire Project including the fields of civil, structural, mechanical, electrical, instrumentation, controls, maintenance, and others, as appropriate.
 - A. The Basis of Design Report will document the Project design criteria, including District's basic operations requirements, Project performance requirements, and other stakeholders' design criteria as identified by the District. It will include known relevant constraints such as environmental

SCHEDULE P SCOPE OF SERVICES

restriction dates, etc. It will document civil, structural, electrical, and/or mechanical standards to be used in the analyses and design. Pertinent codes and references will be cited.

- B. The Basis of Design Report may include but is not limited to the following: description of the general arrangement of existing and new Project facilities; summary of the pertinent findings of field investigations; basis for material properties for use in analyses; construction materials source assessment (on-site and commercial); civil design of the Project elements for analyses; preliminary structural design of various elements; mechanical and electrical facilities design; instrumentation, control, and SCADA systems upgrades.
- C. Control system/SCADA alternatives will be presented in a technical memorandum format. Comparison of alternatives will be based on a subjective evaluation by Consultant staff for review and identification of the preferred approach by the District. Quantitative comparison of alternative pros and cons using feature importance factors and weighted criteria evaluation will not be required.

7.2 Sample Drawings and Specifications: Consultant shall prepare, and submit to the District, sample drawing (one drawing) and specification (one specification) for District review and approval to ensure that Drafting Standards are being adopted into the plan set and the specifications follow District Specification Standards.

- 7.2.1 The sample drawing shall include an index drawing numbering scheme, file naming labeling, layout, and format.
- 7.2.2 For specification development, the Consultant shall use the District's Standard Provisions (boilerplate) and the District's Special Provisions format. Consultant shall recommend edits and additions to the District Provisions where appropriate.
- 7.2.3 Consultant shall submit a recommended format for the Technical provisions, for review and approval by the District.

7.3 30% Plans, Specifications, and Cost Estimate: Consultant shall prepare and submit 30% drawings, specifications, and AACE International Class 4 construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specification shall include detailed outlines of the technical specifications. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom-up" estimates. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate.

- 7.3.1 The District has a separate bid proposal package/template for which the Consultant shall 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.

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- 7.4 Right of Way:** The 30% plans shall also include clear delineation of existing property lines and take lines (i.e., rights of way, easements, or property acquisitions) needed for Project construction and/or ongoing maintenance or access, as required.
- 7.5 30% Design Review Meeting:** Consultant will conduct a 30% review meeting/workshop with the District to review and discuss District comments. Consultant will create a Comment Resolution Document. The Comment Resolution Document shall list all collected comments, proposed means of resolution, and means to document when a resolution is completed in the next design submittal.
- 7.6 Additional Review Meetings:** Consultant shall identify and attend meetings, workshops, and consultations with the District as needed to complete the 30% design tasks.
- 7.7 Design-Build Project Definition Preparation**
- 7.7.1 The Consultant shall prepare a Project definition that shall provide a basis for bids and agreement; identifies owner requirements; technical issues, risks, and project constraints; conveys lifecycle criteria; avoids unnecessary owner commitments; maximizes innovation opportunities; and establishes quality assurance criteria.
- 7.8 Environmental Documentation and Regulatory Compliance:** The purpose of this subtask is to provide develop, manage, and implement California Environmental Quality Act (CEQA) compliance analyses for the Project and to support agency outreach and permitting strategy to enable implementation of subsequent Project phases.
- 7.8.1 Consultant will determine the appropriate type of CEQA documentation needed for the Project and will prepare the appropriate environmental documents. Consultant will perform the tasks and/or sub tasks in accordance with the District Quality and Environmental Management System (QEMS) framework.
- 7.8.2 Consultant shall perform the following tasks:
1. Visit the Project site to review site conditions and surrounding land use.
 2. Review the updated Project scope after the assessment and planning phase and confirm that the categorical exemption is still expected to apply.
 3. Attend one 4-hour meeting with Project stakeholders (SCVWD, USBR, etc.)
 4. Prepare a draft of the Notice of Exemption (NOE).

Task 7—Deliverables

1. Basis of Design Report (Draft, Draft Final, and Final);

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2. Sample Drawings and Specifications;
3. 30% Plans and Specifications, and 30% AACE International Class 4 Construction Cost Estimate (Preliminary and Final);
4. Project Description;
5. Memorandum documenting determination on the appropriate level of CEQA documentation;
6. First Administrative Draft of environmental document, including NOE;
7. Second Administrative Draft of environmental document, including NOE; and
8. File the final document with County of Santa Clara Office of the Clerk/Recorder.

Task 7—Assumptions

1. The level of effort for the 30% Plans and Specifications is based on 58 drawings.
2. The 30% drawings will be created in AutoCAD in accordance with the District's CAD standards. 3D modeling and/or BIM services are not included in the scope of work.
3. This Project is anticipated to qualify for a Class 1 or 2 Categorical Exemption (CE) under Sections 15301 and 15302 of the CEQA guidelines.
4. Structural activities are limited to structural criteria development – no structural calculations will be performed. It is assumed that structural calculations will be performed by the Project designer.
5. HVAC design will be limited to the development of system performance criteria identifying the cooling requirements of each space for the required system upgrades. This will allow the future designer to propose innovative solutions for different cooling options.
6. Additional review meetings for subtask 7.6 Additional Review Meetings may include any three of the following meetings as needed:

#	Meeting Purpose	Meeting Duration	Attendees
1	ASD and motor replacement strategy	4 hours	Technical Advisor Project Manager
2	Control system upgrade strategy	4 hours	I&C Engineer Project Manager
3	HVAC system upgrade strategy	4 hours	HVAC Engineer Project Manager
4	Hydraulic valve operating system (HVOS) upgrade strategy	4 hours	Mechanical Engineer Project Manager

SCHEDULE P SCOPE OF SERVICES

#	Meeting Purpose	Meeting Duration	Attendees
5	Structural coordination	4 hours	Structural Engineer Project Manager
6	Design-build strategy (fixed-price vs. progressive)	4 hours Via conference call	Design-build Advisor Project Manager

7. As currently described, all work in this Project occurs within the existing pumping plant building or in the existing service yard adjacent to the pumping plant. No new site area is being disturbed, and no off-site work is currently envisioned as part of the Project.

Task 8—Design-Build Procurement Support

- A. The purpose of this task is to assist in the selection of a design-build entity to design and construct the Project, including the Request for Qualifications and Request for Proposals processes.
- B. Consultant's performance of Task 8 Design-Build Procurement Support is subject to prior written authorization from District.

8.1 Assist District With a Request for Qualifications Process

- 8.1.1 Assist in preparation of a Request for Qualifications (RFQ) solicitation and associated evaluation criteria.
- 8.1.2 Develop and facilitate the evaluation process and scoring methodology for short-listed design-build firms.
- 8.1.3 Coordinate with District's procurement and legal staff to assist with inclusion of required forms and policy references in the RFQ documents.
- 8.1.4 Assist District with preparing RFQ addenda if necessary.
- 8.1.5 Attend a pre-submittal meeting for the RFQ process. Consider and provide input to address questions from firms interested in the RFQ process.
- 8.1.6 Review RFQ submittals and provide input to District on creating a short list of qualified firms to respond to a Request for Proposals process.
- 8.1.7 Assist District with evaluating and responding to any protests.

8.2 Assist District with a Request for Proposals Process

- 8.2.1 Assist in preparation of a Request for Proposals (RFP) solicitation and associated evaluation criteria, to be distributed to short-listed design-build entities.

SCHEDULE P SCOPE OF SERVICES

- 8.2.2 Develop and facilitate the evaluation process and scoring methodology for short-listed design-build firms.
- 8.2.3 Coordinate with procurement and legal staff to assist with inclusion of required forms and policy references in the RFP documents.
- 8.2.4 Assist District with preparing RFP addenda, if necessary.
- 8.2.5 Attend a pre-submittal meeting for potential proposers; consider and provide input to address questions from firms interested in the RFP process.
- 8.2.6 At District's request, attend and participate in one-on-one, proprietary, or similar RFP-phase meetings with short-listed proposers.
- 8.2.7 Support development of clarifications requests to proposers.
- 8.2.8 Assist with evaluating and responding to any protests and provide input to the District.
- 8.2.9 Review written proposals from short-listed design-build firms.
- 8.2.10 Assess completeness of non-price proposal content, conformance with RFP requirements, and compliance with technical requirements
- 8.2.11 Evaluate completeness of price proposals.
- 8.2.12 At District's request, serve on the interview panel for potential design-build firms.
- 8.2.13 At District's request, facilitate the interview evaluation process and scoring methodology.
- 8.2.14 Provide input on drafting terms for design-build agreement.
- 8.2.15 Provide input on Project risk assessment and risk-related issues to address in the design-build agreement.

Task 8—Deliverables

- 1. RFQ drafts (Draft, Draft Final, and Final);
- 2. RFQ draft addenda as needed;
- 3. RFQ scoring methodology memorandum and evaluation matrix;
- 4. Memo regarding review of RFQ submittals;
- 5. RFP scoring methodology memorandum and evaluation matrix;

SCHEDULE P SCOPE OF SERVICES

6. RFP drafts (Draft, Draft Final, and Final);
7. RFP draft addenda as needed;
8. RFP pre-submittal meeting agenda;
9. Memo regarding review of RFP written and price proposal;
10. Comments on draft risk assessment; and
11. Draft term sheet for design-build agreement.

Task 8—Assumptions

1. Subtask 8.1.2 assumes 2 conference calls of up to 2 hours each;
2. Subtask 8.1.4 assumes addressing up to 25 total questions;
3. Subtask 8.2.4 assumes addressing up to 60 questions;
4. Subtask 8.2.5 assumes 1 person for up to three meetings for 3 hours each over a two-day period;
5. Subtask 8.2.7 assumes approximately 30 such requests from the short-listed proposers;
6. Subtask 8.2.8 contract documents will be prepared by others;
7. Subtask 8.2.9 risk assessment to be provided by others;
7. Subtask 8.2.9 reference checks and evaluating of RFP proposers' financial condition will be provided by others; and
8. Subtask 8.2.13 assumes up to a full 8-hour day interviews.
9. It is assumed that the District's Design-Build advisor will provide input to the selection process and facilitate decision-making process in an advisory role, and that the final decision regarding Design-Builder selection will be performed by the District.

Task 9—Supplemental Services

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

9.1 Specific examples of possible Supplemental Services include:

Coyote Pumping Plant ASDs Replacement Project
Planning Services
Standard Consultant Agreement for Capital Projects
Ver. 01-02-19

CAS File No. 4869

SCHEDULE P SCOPE OF SERVICES

- 9.1.1 Locating and Documenting Underground Utilities.
 - 9.1.2 Prepare a drawing identifying the approximate location of underground utilities to be potholed. If necessary, District will use this drawing to engage a specialist contractor to perform the potholing.
 - 9.1.3 Document utility locations on the 30% design drawings.
 - 9.1.4 **Evaluate Standby Electrical Power Needs:** Evaluate the capacity of the existing standby electrical power system to accept additional loads (e.g., pump discharge valve motorized operators) if the District identifies additional loads to be connected to the existing system. Based on the evaluation, standby power system upgrade may be included in the 30% design package.
 - 9.1.5 **NEPA Documentation:** Due to the United States Bureau of Reclamation (USBR)'s relationship to the Coyote Pumping Plant, it may be necessary to file National Environmental Policy Act (NEPA) documentation in addition to the CEQA documentation. If the USBR elects not to prepare the paperwork itself, and the District authorizes this supplemental service, the Consultant will prepare NEPA documentation.
- 9.2 Additional Services:** 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 8 as Task 9 Supplemental Services, to include but not be limited to:
- 9.2.1 Additional meetings and workshops;
 - 9.2.2 Additional time allotted for meetings;
 - 9.2.3 Additional status/progress reports;
 - 9.2.4 Additional telephone conference calls;
 - 9.2.5 Additional pages or copies of technical memorandums, plans, reports, drawings and specifications;
 - 9.2.6 Additional public outreach visual materials;
 - 9.2.7 Survey data and AutoCAD drawing of underground utilities; and
 - 9.2.8 Additional environmental documentation.

Task 9—Assumptions

If additional Services will be performed, Consultant will provide the District with a cost proposal according to the Hourly/Unit Rate Table.

**SCHEDULE P
SCOPE OF SERVICES**

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

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

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

1. **Total Authorized Funding:** Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of **\$906,705** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.
2. **Cost Breakdown:** The NTE total compensation of this Agreement consists of the following task fee breakdown. No services will be performed, or fees paid by the District to the Consultant, for Supplemental Services without prior written authorization by the District as stated in Schedule P, Scope of Services.

COST BREAKDOWN

Task	Description	Total Not-to-Exceed Fees
1	Project Management	\$92,455
2	Background and Data Collection	\$18,660
3	Define Problems or Purposes, Constraints, and Opportunities for System Improvement	\$56,963
4	Conceptual/Feasible Alternatives Analysis	\$86,987
5	Staff-Recommended Alternative	\$14,254
6	Transition Report and Planning Study Report Preparation	\$22,761
7	Preliminary 30 Percent Design Preparation	\$380,245
8	Design-Build Procurement Support	\$116,114
9	Supplemental Services	\$118,266
Total Not-to-Exceed Fees		\$906,705

3. **Terms and Conditions:** Payments for services performed, as defined in this attached Schedule, which applies to the specific Services, will be based on the following terms:
 - A. The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
 - B. The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After twelve (12) months from the Effective Date of this Agreement, and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the Effective Date of this Agreement. Both Parties will use as a benchmark for negotiations the 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

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

negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Water Supply Division Deputy Operating Officer.

C. Reimbursable Expenses

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by the District Project Manager will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.
2. Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
3. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District 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 taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.

D. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost.

E. For staff with rates exceeding the rate of \$280/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.

F. Prevailing Wage Requirements. [NOT USED]

1. The Scope of Services described in Task INSERT APPLICABLE TASK NUMBER HERE 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.
2. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages

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

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>.

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

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant: Brown and Caldwell	
Project Manager / Lead Electrical	\$257.19
Project Analyst	\$116.05
Electrical Engineering Support	\$132.59
HVAC Engineer	\$216.75
Mechanical Engineer	\$208.82
CAD Operator	\$125.42
Word Processing	\$119.77
Cost Estimator	\$203.86
QC Manager	\$287.12
Design-Build Advisor	\$300.00
Design-Build Procurement Specialist	\$251.95
Accountant	\$88.16
Monitoring Manager	\$300.00
Account Approval	\$300.00
Graphics	\$143.32
IT/Security	\$149.18
Subconsultants:	
TJCAA	
Technical Advisor	\$264.75
Lead Instrumentation & Controls Engineer	\$251.06
Staff Instrumentation & Controls Engineer	\$169.55
Structural Engineer	\$223.05
CAD	\$112.92
Word Processing	\$96.36
Scheidegger	
Environmental Analyst	\$170.00

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

1. This Agreement commences on the Effective Date, subject to accomplishment of all the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **September 30, 2020**, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Term of Agreement
2	Background and Data Collection	1.5 months
3	Define Problems or Purposes, Constraints, and Opportunities for System Improvement	4 months
4	Conceptual/Feasible Alternatives Analysis	7 months
5	Staff-Recommended Alternative	8 months
6	Transition Report & Planning Study Report Preparation	9 months
7	Preliminary 30 Percent Design Preparation	14 months
8	Design-Build Procurement Support	Term of Agreement
9	Supplemental Services	Term of Agreement

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

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

Team Member	Project Role	Contact Information
Matthew Pagendarm	Project Manager / Lead Electrical Engineer	Brown and Caldwell 11020 White Rock Road Suite 200 Rancho Cordova, CA 95670 916-853-5334 mpagendarm@brwncald.com
Donna Rammell	QC Manager	Brown and Caldwell 201 N. Civic Drive Suite 300 Walnut Creek, CA 94596 925-210-2571 drammell@brwncald.com
Scott Parr	HVAC Engineer	Brown and Caldwell 201 N. Civic Drive Suite 300 Walnut Creek, CA 94596 925-210-2425 sparr@brwncald.com
Kenny Klittich	Mechanical Engineer	Brown and Caldwell 11020 White Rock Road Suite 200 Rancho Cordova, CA 95670 916-853-5334 kklittich@BrwnCald.com

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

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

Firm	Project Role	Contact Information
TJC and Associates, Inc. (TJCAA)	Engineering Support	Paul Giorsetto 1330 Broadway, Suite 1101 Oakland, CA 94612 916-853-9658 paul@tjcaa.com
Scheidegger and Associates	Environmental Documentation	Paul Scheidegger 201 N. Civic Drive Suite 300 Walnut Creek, CA 94596 925-820-9757 pscheidegger@comcast.net

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**ATTACHMENT FOUR
TO SCHEDULE P
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA)
2	Personal NDA (PNDA)
3	GIS Product Standards July 2017 version
4	AC Motor Repair Inspection Report, Santa Clara Valley Water District, Vincent Electric Motor Co. November 4, 2016
5	Background documents including as-built drawings, maintenance service records, and relevant environmental reports
6	Biennial Testing and Calibration of Electrical Equipment, Santa Clara Valley Water District Treatment and Pumping Plants, Industrial Tests, Inc., 2017-2018
7	Short Circuit & Protective Device Coordination Study & Arc-Flash Hazard Analysis for Santa Clara Valley Water District Coyote Pump Station, Morgan Hill, CA, Electrical Services and Systems, November 2008

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