



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 GEI CONSULTANTS, INC., a Delaware Corporation (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 Service described in an attached Schedule(s) must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with 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 to be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction contract documents to the extent caused by Consultant's negligent acts, errors, or omissions.

6. District Standardization Requirements

- A. Consultant shall perform the Services utilizing District nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with the District Microsoft Office software and AutoCAD software used at the time(s) the District issues a Notice to Proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with the District's CADD and drafting standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with the District's CADD software at no additional cost to the District. Prior to acceptance, the District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for

blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the Consultant.

7. Consultant's Key Staff and Subconsultants

- A. Consultant's Key Staff and firms subcontracted by the consultant (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 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

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

9. Occupational Safety and Health

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

10. Consultant as Independent Contractor

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

11. Standard of Care

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

SECTION THREE

DUTIES OF DISTRICT

1. Available Data

The District will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). The District will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. The District is not responsible for providing 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. 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 said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by District. Within 30 calendar days of receipt of each deliverable, the District will either (1) notify Consultant that the District accepts the deliverable, or (2) 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 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

- A. 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), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services.
- B. 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.
- C. 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.

- D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, 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 with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
 - 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) Other direct charges and expenses by Service task;
 - 4) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in 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, and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document Services completed, 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 months;
- c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
- d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
- e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
- f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
- g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;

- h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices 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 District business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. District will pay undisputed invoice amounts within 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 §1771, et. seq. and the applicable implementing regulations.

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

2. Project Schedule Table

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

3. Monitoring of Project Schedule

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

4. Project Delays

The Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Attachment Two to the Schedule(s), Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify the District Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may, at 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 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 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 the Standard Consultant Agreement, Appendix Four Insurance Requirements. Consultant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, all insurance coverages as detailed in the Standard Consultant Agreement, Appendix Four Insurance Requirements, and comply with all provisions stated therein.

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. 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. Reuse of Instruments of Service

If the District desires to reuse the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which the District has already paid Consultant, the District will release the Consultant from any liability incurred by the District from reusing 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 printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished are only for the mutual convenience of the Parties.

4. Computer-Generated Material

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

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to 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 belongs to the District.

6. Copyright Claims

Co-venturers, subcontractors, Subconsultants, suppliers, and vendors to Consultant are likewise 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 Americans 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 §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 provided for in this Agreement.

7. Force Majeure

Neither Party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, utility or communication delays, or failures not caused by such Party's negligence or fault, accidents not caused by such Party's negligence or fault,

labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

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

9. Choice of Law and Venue

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

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about 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. 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 Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by 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 30 calendar days of the effective date of this Agreement; and
 - b. Within 30 calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by 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 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 §81000 et. seq. and Government Code §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 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to 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 the Standard Consultant Agreement, Appendix Three Task Order Template). The proposed Task must identify the following:
 - 1) Description of the services, including deliverables;
 - 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
 - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District's Project Manager;
 - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - 5) Schedule for completing the services; and

- 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to 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 the Standard Consultant Agreement, Appendix One 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 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

(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

GEI CONSULTANTS, INC.
Consultant

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

By: _____
Mark Freitas, P.E., G.E.
Principal Engineer

Date: _____

Date: _____

ATTEST:

Consultant's Address:

180 Grand Avenue, Suite 1410
Oakland, CA 94612

Michele L. King, CMC
Clerk, Board of Directors

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

1. Conflict of Interest for Future Services

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

- A. For any agreement to be awarded for design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement; however, subcontractors, vendors, and suppliers providing non-professional services for this Project, such as but not limited to, lab testing, soil borings, or other technical services, may propose and/or contract with future phase prime consultants or the District for services relating to this Project;
- B. 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
- C. For any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) Participation

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 **14%** or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, 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 \$ 50,000.

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

- D. The total not-to-exceed amount for any one Task Order shall not exceed \$ [NOT-TO-EXCEED AMOUNT]. [NOT USED]

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

Questions regarding the Terms, Conditions, and Services relating to this Agreement will be decided by 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

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

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

B. Request for Mediation

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

C. Selection of Mediator

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

D. Qualifications of a Mediator

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

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

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

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:
 - 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;

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- 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

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

5. Compensation for Participation in Mediation

Neither Consultant nor 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.

**STANDARD CONSULTANT AGREEMENT
APPENDIX THREE
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; and
 - 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 becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A; or [expected completion date].

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

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to 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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Appendix 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;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4883**

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

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. 4883**

IMPORTANT: The agreement or CAS number must be included.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
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:

\$10,000,000 per claim/ **\$10,000,000** aggregate

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

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability.
- c. If coverage is claims-made:
 - 1) Certificate of Insurance shall clearly state that the coverage is claims-made.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

4. Workers' Compensation and Employer's Liability Insurance

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

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

General Requirements

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

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

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)
2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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 (\$10,000,000)	
	B.	Cancellation Endorsement	

Appendix IV ConsultantGL2AL2PL10_rev. 10.23.18

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**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 must be addressed to the District Project Manager.

Hossein Morshedian, P.E. (District Project Manager (DPM))
Associate Engineer
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: (408) 630-2667
E-mail: hmorshedian@valleywater.org

Hemang Desai, P.E. (District Unit Manager)
Dam Safety Program Manager
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: (408) 630-3017
E-mail: hdesai@valleywater.org

Christopher Hakes, P.E. (Division Deputy Operating Officer)
Dam Safety and Capital Delivery Division
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: (408) 630-3796
E-mail: chakes@valleywater.org

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

Matthew Powers, P.E. (Consultant Project Manager)
Senior Engineer
GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612

Phone: (510) 350-2902
E-mail: mpowers@geiconsultants.com

SCHEDULE P SCOPE OF SERVICES

- 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.

Mark Freitas, P.E., G.E. (Consultant Principal Officer)
Principal Engineer
GEI Consultants, Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612

Phone: (510) 350-2906
E-mail: mfreitas@geiconsultants.com

2. SCOPE OF SERVICES

- A. This Schedule P, Scope of Services describes the professional engineering services to be performed by Consultant for the District's Lenihan and Stevens Creek Dams Safety Evaluations (Project).
- B. The purpose of the professional engineering services is to prepare engineering studies that support District decisions to resolve potential flood and spillway risks at Lenihan and Stevens Creek Dams. Consultant will prepare the Independent Dam Safety Review (IDSR) and provide project management services associated with Consultant's services.
- C. The District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional professional engineering services.

3. PROJECT OBJECTIVES

The District's objective for the Project is to obtain comprehensive spillway condition assessments and Independent Dam Safety Reviews of each dam.

4. PROJECT APPROACH

Consultant will assess each dam and provide findings in a report. Consultant will also provide specified follow-up services.

This effort will include Consultant performing the following:

- A. Preliminary data collection;
- B. Comprehensive spillway condition assessments in accordance with the California Department of Water Resources, Division of Safety of Dams (DSOD) requirements;

SCHEDULE P SCOPE OF SERVICES

- C. Probable Maximum Flood (PMF) studies per Hydrometeorological Reports (HMR) 58 and 59 to address adequacy of the spillway and freeboard capacity;
- D. Spillway hydraulics computer fluid dynamics;
- E. Geotechnical/geologic field investigation to develop feasible spillway improvement alternatives (if necessary);
- F. Independent Dam Safety Review (IDSR), which includes the Potential Failure Mode Analysis (PFMA) Workshop, and IDSR reports with recommendations to address identified deficiencies;
- G. Preparation of a Supporting Technical Information Document (STID);
- H. Dam outlet inspections; and
- I. Perform supplemental engineering services as follow-up to recommendations in the IDSR report.

5. 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 water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. In April 2017, the Governor of California ordered detailed evaluations of large spillway structures be conducted at all high-hazard dams, including Lenihan and Stevens Creek dams. This Project will include the following:
 - 1) Detailed spillway condition assessments;
 - 2) Updated PMF studies;
 - 3) PFMA; and
 - 4) STID.
- C. An Independent Dam Safety Review (IDSR) will help identify other critical needs and deficiencies relevant to the two dams. The IDSR will include the PFMA workshop and inspection report, and updates to the STID.

D. Lenihan Dam

1) Dam and Reservoir

- a. Lenihan Dam (formerly called Lexington Dam) was constructed as a rolled earthfill structure in 1952. It is located on the east side of State Highway 17 in

SCHEDULE P SCOPE OF SERVICES

Santa Clara County, about ½ miles south of the Town of Los Gatos. Because of its proximity to highly developed areas, economic loss or loss of life could be excessive in the event of catastrophic failure. As a result, the dam is classified by the State of California as a “large” dam with a “high” hazard potential.

- b. The 195-foot-tall dam, impounds water in Lexington Reservoir for the purpose of groundwater recharge. The dam has a maximum capacity of 19,044 acre-feet at the nominal spillway elevation of 653 feet, NAVD88 vertical datum. The water released from the dam is generally conveyed through the District’s Vasona Dam and Reservoir, located about 2 miles north of Los Gatos Creek, to recharge ponds located on the west side of the Santa Clara Valley.
- c. An assessment of the dam, following the 1989 Loma Prieta earthquake, indicated that the dam’s crest had settled about 2-1/2 feet since the construction of the dam in 1952. The settlement appears to be a combination of long-term consolidation of the dam embankment and earthquake-induced displacements. The loss in the dam’s freeboard resulting from the settlement of the dam’s crest was restored in 1996.
- d. In December 2012, the District’s consultant, Terra/GeoPentech, completed an updated seismic stability evaluation of Lenihan Dam. The engineering analyses indicated that Lenihan Dam would perform well when subjected to the evaluation ground motions that represent the Maximum Credible Earthquake (MCE).

2) Outlet Works and Spillway

- a. The Lenihan Dam outlet tunnel and inclined inlet structure were completed in 2009 and replaced the original outlet pipe. The outlet extends from an intake structure upstream of the dam, through bedrock along the right abutment, to a discharge structure near the downstream toe of the dam. The outlet pipe is composed of approximately 2,000 feet of 54-inch diameter welded steel pipe inside of a cast-in-place concrete-lined maintenance tunnel.
- b. The Lenihan Dam spillway consists of an ungated concrete ogee weir located in the left abutment. The spillway crest has a length of about 150 feet, and a spill length of about 925 feet. In 1996, the Lexington Dam Freeboard Restoration project was completed. This project raised the crest of the dam, raised spillway chute walls, and repaired damaged spillway panels.

E. Stevens Creek Dam

1) Dam and Reservoir

- a. Stevens Creek Dam was constructed as a rolled earthfill structure in 1935 above the cities of Mountain View, Sunnyvale, and Cupertino. Because of its proximity to highly developed areas, economic loss or loss of life could be excessive in the

SCHEDULE P SCOPE OF SERVICES

event of catastrophic failure. As a result, the dam is classified by the State of California as a “large” dam with a “high” hazard potential.

- b. The 120-foot tall dam impounds Stevens Creek Reservoir and has a maximum capacity of 3,138 acre-feet at the nominal spillway elevation of 538 feet, NAVD88 vertical datum. In 1986, there were major modifications made to the dam to address seismic stability and spillway inadequacy issues. Prior to the modification, the dam was a two-zoned rolled earthfill dam.
- c. Since completion of the modifications in 1986, the dam has only had minor maintenance issues. The dam withstood the Loma Prieta Earthquake in 1989 with no visible damage. Some minor cracking in the dirt adjacent to the spillway was noted during an inspection following the earthquake.
- d. In January 2013, the District's consultant, Terra/GeoPentech, completed an updated seismic stability evaluation of Stevens Creek Dam. The engineering analyses indicated that Stevens Creek Dam would perform adequately when subjected to the evaluation ground motions that represent the MCE.

2) Outlet Works and Spillway

- a. The Stevens Creek Dam outlet consists of a 50-inch diameter steel pipe encased in 9-inch-thick reinforced concrete, an upstream intake structure and a downstream outlet structure. The original outlet pipe is approximately 680 feet long. The outlet was extended 70 feet downstream and 140 feet upstream as part of the dam modifications in 1986.
- b. The Stevens Creek Dam spillway consists of a concrete side channel weir located in the right abutment. The spillway crest has a length of about 172 feet.

6. ASSUMPTIONS AND REQUIREMENTS

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.

SCHEDULE P SCOPE OF SERVICES

- 3) **Review of Deliverables.** The District will review and comment on all Project deliverables and forward to 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.
 - 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. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework.
 - 5) **Consultant Responsibility.** Consultant, with its expertise in the performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3, Project Objectives.
 - 6) **Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by the District.
 - 7) **File Exchange Service.** Consultant will provide a file exchange service accessible to all parties as designated by the District to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to coordinate with District's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.
- B. Project-Specific Assumptions and Requirements.** Professional Services: The District intends to retain a geotechnical consulting firm to deliver the Project. Attachment Four – Reference Materials provides a list of technical reference material applicable to this Project. The District's requirement is that Consultant provide all engineering services necessary to complete the Project and meet the objectives identified in Section 3. Project Objectives, above, including:
- 1) Prepare all reports, meeting notes, presentations, and correspondence with DSOD to facilitate DSOD review of the Project;
 - 2) Prepare as-needed technical memoranda and provide follow-up engineering services to transition to a Capital Improvement Project, if appropriate;
 - 3) Meet requirements of the resource and regulatory agencies (permitting agencies) including DSOD; and

SCHEDULE P SCOPE OF SERVICES

- 4) Develop sufficient information and analysis to enable District's Board of Directors to make Project decisions.

7. PLANNING PHASE 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 Work Plan. Consultant will prepare a Project Work Plan in accordance with this Scope of Services.

The Project 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.

The Project Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting the Consultant's procedures to ensure the Consultant's services and deliverables meet District requirements and accepted practices and standards of Consultant's profession. The District reserves the right to request and review the Consultant's Project documentation demonstrating its adherence to its own quality assurance procedures.

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

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 monthly meeting/conference call with the DPM; frequency of these meetings and calls, as well as whether in person or by phone, 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 activities as requested by the District.

SCHEDULE P SCOPE OF SERVICES

1.5 Public Outreach. If requested, Consultant will provide support and assistance to the District's public outreach activities such as coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the DPM.

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

Task 1 – Deliverables

1. Project Work Plan including QA/QC Plan (2 Drafts and 1 Final).
2. Meeting agendas, minutes, and presentations.
3. Monthly meetings/conference calls attendance and notes; frequency of meetings and calls, as well as whether in person or by phone, will be at District's discretion.
4. Draft correspondence with agencies or public outreach collateral as agreed upon with the District.

Task 1 – Assumptions

1. Budgeted Level of Effort (LOE) for PM services is based on a Project duration of 24 months.
2. Ongoing coordination/management of the engineering planning team, and preparation of status reports and other documentation to accompany monthly invoices to District is included in Task 1.3 One-on-One Meetings with District.
3. Regular in-person coordination meetings will be held at the District office in San Jose on a monthly basis, with interim coordination handled by conference calls, typically on a weekly basis.
4. Budgeted LOE includes an allowance of 40 hours to assist the District in coordination and communication with regulatory agencies.
5. Budgeted LOE includes an allowance of 32 hours for public outreach support activities.
6. In addition to monthly coordination meetings and weekly calls, Task 1.2 Progress Meetings and Workshops includes the following meetings:
 - A. Combined Kickoff meeting
 - B. Combined Project Requirements meeting
 - C. One meeting per dam to address Probable Maximum Precipitation (PMP) and Probable Maximum Flood (PMF)

SCHEDULE P SCOPE OF SERVICES

- D. One workshop per dam to address Alternatives Evaluation
- E. One workshop per dam for the Staff Recommended Alternative with the District
- 7. Additional meetings budgeted under Task 1.6 Additional Review Meetings include three supplemental coordination meetings with the District.
- 8. Development of the QA/QC program is included in the scope of this task; QA/QC reviews of work deliverables are included in the respective technical work tasks.

Task 2 – Planning Services

The purpose of this task is to prepare a planning study to be used to select a staff recommended project. The planning study will be a compilation of technical memoranda addressing planning requirements, development and evaluation of alternatives that meet the Project Objectives and include a recommendation that maximizes the benefit to life-cycle cost ratio for the Project. In support of the planning study, Consultant will prepare planning level engineering studies and evaluations to support this task.

Task 2.1 – Problem Definition

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

Task 2.1.1 – Review Existing Information and Prepare Supporting Technical Information

- 2.1.1.1 The Consultant will collect and review relevant available reference documents from District files, DSOD files, and other sources such as USGS reports and other published documents. DSOD files will be reviewed at the DSOD office and relevant documents will be copied. Relevant information will be collected into a database to form the basis of the Supporting Technical Information Document (STID) and safety evaluations of the dam.
- 2.1.1.2 The Consultant will prepare and submit a Project Base Map and data as necessary to complete required studies and prepare planning-level drawings for the Project. Base Map preparation shall include, but not be limited to, collecting existing survey, topographical, GIS, property, easements, rights of way, utility and infrastructure data as applicable to generation of the Project Base Map. The District has topographical, bathymetric, and GIS data available for the area around the dam; however, available information is suitable for reference only and surveying may be required to create planning-level drawings.
- 2.1.1.3 The Consultant shall review all existing information including studies, reports, memoranda, etc., and perform background research, data collection, and field investigation to establish existing conditions. The Consultant shall recommend further studies, and assessments, if required, for District approval.

SCHEDULE P SCOPE OF SERVICES

Task 2.1.2 – Spillway Conditions Assessment, Phase 1

Phase 1 of the assessment will focus on spillway design review and visual inspection. Based on results of Phase 1, should preparation of Phase 2 and Phase 3 be necessary, it may be performed as Task 3, Supplemental Services. Phase 2 would focus on field and laboratory testing, as well as structural concrete analysis, evaluating erodible material at the chute for potential undermining, and uplift pressure analysis from spillway flows. Based on Phase 2 results, Phase 3 would focus on evaluating potential measures and recommendations for the spillway, including repairs, replacements, maintenance, inspection procedures, and interim measures.

2.1.2.1 The Consultant will review available information including design drawings, District maintenance and monitoring records, and other available documents to evaluate potential vulnerabilities in the spillway structure.

2.1.2.2 The Consultant will perform an initial assessment comparing the existing design to current, modern spillway design practices to identify potential deficiencies of the existing design, if any, identify potential additional investigations, if any, and recommend potential corrective mitigations, if any.

2.1.2.3 The Consultant will interview District's maintenance staff and consider their input and observation into subsequent phases of the work.

2.1.2.4 The Consultant will conduct a comprehensive inspection of the spillway. Consultant will prepare a detailed inspection plan including a Health and Safety Plan. This plan will detail the items to be covered in the inspection and safe procedures for carrying out the inspection. A draft plan will be provided for District and DSOD review. Consultant will consider comments from the review when preparing a final version of the plan. The inspection will include the following:

Structural Aspects

- 1) Visual inspection and assessment of entire concrete surface including approach (sediment and water surface elevation permitting), crest, chute slab and side walls, and terminal structure.
- 2) Mapping of cracks, joints, offsets, damage, repairs, spalling, erosion, exposed aggregate, distressed concrete, etc. on the spillway floor and walls.
- 3) Visual inspection of spillway drainage system, including weep holes.
- 4) Striking the concrete surface with a rock hammer to checking for "drummy" or hollow-sounding concrete indicating possible voids beneath or behind concrete.

SCHEDULE P SCOPE OF SERVICES

Geologic/Geotechnical Aspects

- 1) Inspection of ground conditions immediately downstream of the spillway to assess potential for head-cutting type failure.
- 2) Inspect and record foundation conditions (including tree growth) and general topography (runoff drainage) surrounding the entire spillway structure for potential erosions or undermining type failure.
- 3) Perform a thorough background review of: existing available reports and maps, construction photographs, review publicly available historical air photographs and LiDAR data provided by the District.
- 4) Perform geologic mapping of the site vicinity to identify geohazards that may impact the spillway, and to characterize the foundation conditions for key elements of the spillway including: ogee, slab, walls, terminal structure, and erodibility of the discharge channel.
- 5) Identify improvements to the site that would deter future erosion impacting the spillway, such as: improved surface runoff control measures, grading, and vegetation abatement.

2.1.2.5 The results of the Data Review and the Phase 1 Spillway Inspection will be documented in a Technical Memorandum. The memorandum will also include recommendations for future phases of the Spillway Condition Assessment including field investigations, testing and analyses, and interim risk reduction measures, as appropriate, based on the outcome of the Phase 1 Inspection. A draft version of the memorandum will be provided to the District and DSOD for review and comment and a final version considering the input will be produced.

Task 2.1.3 – Studies and Analyses

The Consultant shall conduct studies and assessment, if approved, and shall use the information from these studies and analyses together with the existing information, to define and confirm the problems and deficiencies. The Consultant shall prepare Technical Memoranda to document these studies and analyses. The studies and analyses will include, but not be limited to, the following:

2.1.3.1 **PMP and PMF.** The Consultant will calculate the PMP and PMF. The Consultant will develop the PMP storm using HMR 58/59 and submit it to DSOD for review and approval. After the PMP results have been reviewed and accepted by DSOD, the Consultant will determine the PMF and evaluate the adequacy of the hydraulic capacity of the existing spillway. The Consultant will compute the PMF by applying the PMP to a U.S. Army Corps of Engineers Hydrologic Engineering Center Hydrologic Modeling System (HEC-HMS) watershed model. The HEC-HMS model will incorporate rainfall hydrograph distribution, rainfall losses and channel routing (if applicable). If historical data permit, the HEC-HMS model will be calibrated and verified to historical events. The

SCHEDULE P SCOPE OF SERVICES

PMF reservoir inflow hydrograph will be computed using the HEC-HMS model and used by the U.S. Army Corps of Engineers Hydrologic Engineering Center River Analysis System (HEC-RAS) one-dimensional (1D) hydraulic model to evaluate the capacity of the spillway. The HEC-RAS model will include the reservoir (as a 1D storage area), the spillway weir (as a rating curve), and the spillway chute (as a 1D channel reach).

2.1.3.2 Outlet Inspections (Stevens Creek Only). The Consultant will conduct both a general and detailed underwater investigation of the submerged Inlet Structures and Outlet Pipes at Stevens Creek Dam using methods approved by the District. The reservoir has good access to mobilize both floating and deep air diving equipment that will be launched using the concrete boat ramp and adjacent parking lot.

2.1.3.2.1 The inspections and surveys will be conducted using the following combination of equipment:

- a) Commercial diving utilizing a surface-supplied compressed air diving mode of equipment; and
- b) Remotely Operated Vehicles (ROVs) to provide both video and sonar profiling documentation of the various valves, outlet pipe and other appurtenances.

2.1.3.2.2 The OSHA compliant deep-air diving spread will include a double-lock 54" PVHO (Pressure Vessel for Human Occupancy) certified Deck Decompression Chamber (DDC) that will be staged on a floating work platform (barge). Utility and push boats will also be used to stage the barges, transit crew members, used as a mobile dive station and for emergency evacuation of personnel, if required.

2.1.3.2.3 Prior to beginning work, Consultant will prepare and submit a detailed outlet pipe inspection work plan for Stevens Creek Dam for District review and approval. The work plan will include task descriptions and work sequence that meets the objectives of the District.

2.1.3.2.4 Consultant will evaluate the capacity of the Stevens Creek outlet pipes and compare it to the DSOD drawdown criteria for Stevens Creek Dam.

2.1.3.2.5 Under "wet" scenarios, diver inspections may include visual, hand-held video/still photographic (onscreen time/date only display and audio narration), tactile and both nondestructive testing (NDT) (UT, ultrasonic testing and CP, corrosion potential monitoring) and "destructive testing" (chipping/removal of concrete for testing, cutting of coupons, etc.) may be accomplished. Remotely operated vehicle (ROV) inspections would be limited to conducting real-time video inspections with onscreen display of time/date and audio narration (from which "frame capture" still photos could also be recorded), scanning sonar profiling to measure/document/record sedimentation or debris

SCHEDULE P SCOPE OF SERVICES

accumulation (1 second/revolution “fast scan.” digital display) and/or CP monitoring.

- 2.1.3.2.6 For “dry” scenarios, entrant inspections may include close-up video/still photography documentation, tactile with chipping/scrapping and materials sample collections, NDT (UT), and destructive testing. Crawler ROV inspections would be limited to conducting “real-time” video inspections, but with high quality recording due to a stable inspection platform with even lighting, on-screen display of time/date and total feet of penetration, etc.

Phase 1 WET

- 1) Diver to locate intake/remove trash rack and determine if any sedimentation present near access requires relocation or the slide gate, guides and/or hydraulic cylinder will need HP water blasting and cleaning to facilitate video inspection; as required, conduct hand-held video inspection to record gate open/close cycle from exterior portion of gate which may be difficult for ROV, if required to fit into confined areas/crevices within structure.
- 2) Diver to assist ROV and insert into intake pipe; may be required to line-tend ROV tether/umbilical from exterior of Intake Structure and to note cable lengths on ROV tether as it penetrates outlet pipe downstream.
- 3) ROV to record video and, if required, sonar profiling of sedimentation,” out of roundness within pipeline and measure/record profiles of sediment around exterior of Intake Structure outside of pipeline,
- 4) Diver to assist ROV while pulling tether as it returns upstream to the POE (point of entry) and to recover ROV from within structure.
- 5) Diver to perform any NDT (i.e., UT thickness gauging) upon trash rack, support brackets for hydraulic operator, perform “sounding” of concrete condition using 5# hammer; perform probing of sedimentation build-up around perimeter of structure.

Phase 2 DRY

- 1) Internal crawler ROV will require 2 entrants to transport and line-tend ROV into downstream POE; permit-required confined-space entry, with 3 Attendants or technicians will be required outside of intake (total 5-person crew); ROV should be able to inspect 500LF of pipe from POE; Video only inspection, but with rotating camera, zoom capabilities, with onscreen display of time/date and feet of penetration from POE.
- 2) Internal manned entry will also require 2 entrants, with one to crawl beneath horizontal axis BF (butterfly valve) and the other near BF and 3 Attendants at POE. The entrant should be able to crawl within and inspect up to 200LF of pipe from POE; conduct NDT (UT), scrape/collect materials samples, destructive testing, close-

SCHEDULE P SCOPE OF SERVICES

up still photography using pit-gauge/contour gauge to document missing liner materials; Total 5-person crew.

- 2.1.3.3 Outlet Analyses Review (Lenihan Only).** The Consultant will review existing hydraulic analyses for the Lenihan Dam outlet pipes, compare to DSOD drawdown criteria for Lenihan Dam, and provide comment on the adequacy of the analyses. The Consultant will recommend updates to analyses, if needed, that will be performed as Task 3 Supplemental Services.

Task 2.1.4 – Independent Dam Safety Review

- 2.1.4.1** The Consultant will prepare an Independent Dam Safety Review (IDSR) of the dams. The IDSR will include a review of past performance to become familiar with any identified or potential dam safety deficiencies and then assess through inspection, document review, and initial independent evaluations whether the deficiencies and potential deficiencies have been appropriately identified.

The Consultant will assist the District in organizing dam safety inspections at each dam attended by a group of participants generally composed of the District's staff from management, engineering, operations and maintenance, and appropriate engineering and dam safety experts.

- 2.1.4.2** Following the evaluations, a report will be prepared with findings and recommendations to identify, evaluate, and/or remediate dam safety deficiencies. The IDSR will focus on the major dam safety categories of foundation integrity, structural dam stability, spillway adequacy, low-level outlet adequacy and leakage and seepage, with additional attention given to instrumentation readings and indications, past performance and visibly observable defects.

Task 2.1.5 – Potential Failure Mode Analysis and Workshop

- 2.1.5.1** The Consultant will perform Potential Failure Mode Analysis (PFMA) following the FERC dam safety process to identify and highlight the most vulnerable components of the dam and the appurtenant structures.

- 2.1.5.2** The Consultant will perform the PFMA in following two major steps:

- a) Conduct PFMA workshop review of existing documents and development of Potential Failure Modes; and
- b) PFMA Report preparation.

- 2.1.5.3** The workshop will be conducted by a facilitator or co-facilitators provided by the Consultant and attended by a group of participants generally composed of the District's representatives from management, engineering, and operations, and maintenance, regulators such as DSOD, and a group of engineering and dam safety experts, which may consist of consultants or experts from other agencies.

SCHEDULE P SCOPE OF SERVICES

2.1.5.4 At the end of the workshop, the Consultant will categorize the potential failure modes using the classifications developed by FERC and then prepare a comprehensive report to identify and document the discussions, findings and recommendations from the workshop.

2.1.5.5 The PFMA report will identify specific issues of concern or non-concern and summarize the overall safety of the dam. The Consultant will also prepare a separate memorandum of recommendations to improve dam safety that will include additional studies and analyses, if any, based on the outcome of the PFMA. With the new information, the Consultant will update the STID prepared pursuant to subtask 2.1.6 Supporting Technical Information Document of this scope.

Task 2.1.6 – Supporting Technical Information Document

2.1.6.1 The Consultant will prepare a Supporting Technical Information Document (STID). The STID will summarize the dam elements and details and include sufficient information to understand the design and current engineering analyses for the dams. The STID will be assembled in loose-leaf fashion so that it can be updated on an on-going basis to provide historical and current information for the dams with an emphasis on dam safety.

2.1.6.2 The STID will include such information as a Project description, basic data for the dams, design and construction history, past performance and analytical evaluations such as spillway and outlet adequacy and stability including seismic stability. The document will also contain a section on instrumentation, surveillance and monitoring, and a compilation of historical and current drawings for the dams. The document layout would be as follows:

- 1) Potential Failure Mode Analysis;
- 2) Project Description and Drawings;
- 3) Construction History;
- 4) Standard Operating Procedures;
- 5) Geology and Seismicity including fault rupture hazard;
- 6) Hydrology and Hydraulics;
- 7) Surveillance and Monitoring Plan;
- 8) Structural Adequacy;
- 9) Spillway Gates;
- 10) Pertinent Correspondence; and
- 11) References.

SCHEDULE P SCOPE OF SERVICES

Task 2 – Deliverables

1. Project Base Map for Lenihan Dam (Draft, Final).
2. Project Base Map for Stevens Creek Dam (Draft, Final).
3. Health and Safety Plan for field work (Draft, Final).
4. Comprehensive Spillway Evaluations Technical Memoranda for Lenihan Dam (Draft, Final).
5. Comprehensive Spillway Evaluations Technical Memoranda for Stevens Creek Dam (Draft, Final).
6. PMP and PMF Technical Memoranda for Lenihan Dam (Draft, Final).
7. PMP and PMF Technical Memoranda for Stevens Creek Dam (Draft, Final).
8. Outlet Inspection Work Plan for Stevens Creek Dam (Draft, Final).
9. Outlet Inspection Reports for Stevens Creek Dams (Draft, Final) including diver/entrant/ROV video of inspection.
10. Independent Dam Safety Review Reports for Lenihan Dam (Draft, Final).
11. Independent Dam Safety Review Reports for Stevens Creek Dam (Draft, Final).
12. Potential Failure Mode Analysis Workshop Reports for Lenihan Dam (Draft, Final).
13. Potential Failure Mode Analysis Workshop Reports for Stevens Creek Dam (Draft, Final).
14. Dam Safety Recommendations Technical Memorandum for Lenihan Dam, including interim risk reduction measures, as appropriate (Draft, Final).
15. Dam Safety Recommendations Technical Memorandum for Stevens Creek Dam, including interim risk reduction measures, as appropriate (Draft, Final).
16. Supporting Technical Information Documents for Lenihan Dam (Draft, Final).
17. Supporting Technical Information Documents for Stevens Creek Dam (Draft, Final).

Task 2 – Assumptions

1. Subtask 2.1.1 Review Existing Information and Prepare Supporting Technical Information includes:
 - A. One-day site reconnaissance visits for both dams (i.e. half-day each, same day) with the design team and District staff to review existing site conditions and constraints.

SCHEDULE P SCOPE OF SERVICES

- B. District will provide Consultant digital versions of all available background information and data including PDF and editable files (i.e., Excel), where appropriate. Additional files will be collected by the Consultant at DSOD offices.
 - C. District staff arranges with County/private property owners for mapping and geotechnical exploration access to areas outside District property.
 - D. District will provide existing topographical, bathymetric, and GIS data available for the area around the dam.
 - E. Site terrestrial topographic surveys include 2 survey crew days at each dam.
 - F. Survey will be based on existing District benchmarks.
 - G. Consultant-recommended further studies and assessment will be considered for Task 3 Supplemental Services, based on the outcome of Subtask 2.1.1 Review Existing Information and Prepare Supporting Technical Information, pending District approval.
2. Subtask 2.1.2 Spillway Conditions Assessment includes:
- A. Preparation of Inspection Workplans, and a combined Health and Safety Plan (HASP) for both dams (draft and final).
 - B. Base map and filed sheet preparation.
 - C. Geological Mapping.
 - D. Two ten-hour days per dam for two engineers/geologist and 1 ten-hour day per dam for support staff.
 - E. Rope access and setup of safety lines required for safe inspections at both dams.
3. Subtask 2.1.3.1 PMP & PMF Studies and Analyses includes:
- A. One dimensional modeling of the spillway chutes. Advanced 2D and/or 3D CFD modelling may be performed under Task 3 Supplemental Services, based on the outcome of the Phase 1 Spillway Conditions Assessments. Wind-wave run-up analyses may also be performed pursuant to Task 3 Supplemental Services.
 - B. This analysis includes any effect from Austrian Dam (Lake Elsman). The District will provide the consultant all available Austrian Dam hydrologic and hydraulic information including, but not limited to: 1) reservoir storage-elevation curve, and 2) spillway rating curve.

SCHEDULE P SCOPE OF SERVICES

4. Subtask 2.1.3.2 Outlet Inspection.
 - A. District will provide a point of contact to assist in coordination of the Outlet Inspection Work Plan.
 - B. Level of effort for dive inspections are estimated using the normal maximum water surface.
 - C. Prior to manned/ROV wet inspection from upstream end, the District will shut off the downstream valves (Lock Out Tag Out).
 - D. Prior to the manned/ROV dry inspection from the downstream end, the District will dewater and shut off the upstream gates (Lock Out Tag Out).
5. Subtask 2.1.4 Independent Dam Safety Review
 - A. Dam safety inspection for both dams which include one 10-hour day for two engineers/geologists and one support staff.
 - B. District staff including O&M personnel will participate in inspection.
6. Subtask 2.1.5 Potential Failure Mode Analysis (PFMA) and workshop includes:
 - A. Combined one-week workshop for both dams with two senior consultants, two specialty consultants, and one recorder.
 - B. Additional recommended studies and analyses will be performed as Task 3 Supplemental Services, based on the outcome of the PFMA and/or IDSR.
7. The District will pay all application fees associated with the environmental permitting of Task 2 investigations.
8. The District will coordinate and complete all work required for pump-over as necessary for outlet inspections.

Task 3 – Supplemental Services

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

Specific examples of possible Supplemental Services include:

SCHEDULE P SCOPE OF SERVICES

3.1 Problem Definition Report and Project Requirements

- 3.1.1 Problem Definition Report.** Prepare a Problem Definition Report, which will include detailed information on the Project background and existing conditions, detailed descriptions of the problems and deficiencies, a listing of the project requirements, identification of opportunities and constraints, and any refinements to the project objectives.
- 3.1.2 Project Requirements.** 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.

3.2 Feasible Alternatives

The purpose of this task is to develop and evaluate the feasible alternatives so as to prepare the Feasible Alternatives Matrix. This will establish the basis for identifying a staff-recommended alternative. The scope of this task includes but is not limited to:

- 3.2.1 Develop Alternatives.** The Consultant shall collect in-depth information to further develop each feasible alternative. The Consultant shall prepare preliminary designs 5% for each feasible alternative to a level that allows objective assessment of the pros and cons of the alternatives;
- 3.2.2 Assessment Methodology.** The Consultant shall develop an assessment methodology, including the selection of relevant criteria and assignment of weights or weighting factors, shall be used to evaluate and score the developed alternatives; and
- 3.2.3 Feasible Alternative Matrix.** The Consultant shall analyze and evaluate the alternatives using the methodology developed, and shall screen and score the alternatives and rank each alternative. The Consultant shall prepare a feasible alternatives matrix from the scoring and ranking of the alternatives, showing results of the relative score of each alternative. These scores will be used to identify or select the staff-recommended alternative.

3.3 Staff-Recommended Alternative

The purpose of this task is to develop the staff-recommended alternative in more detail with preliminary design plans 10%, estimate of costs, and a preliminary construction schedule. The scope of this task includes but is not limited to:

- 3.3.1 Preliminary Design.** The Consultant shall develop the recommended alternative to a 10% level of design, **and** prepare an estimate of the construction cost, and a construction schedule;
- 3.3.2 Staff-Recommended Alternative Report.** The Consultant shall prepare the Staff-Recommended Alternative Report, which will summarize each of the feasible alternatives investigated, the alternative assessment methodology and results of the assessment, the

SCHEDULE P SCOPE OF SERVICES

feasible alternatives matrix, and a description of the recommended alternative, including the preliminary design plans, cost, and schedule.

3.4 Planning Study Report

The purpose of this Task is to summarize the activities of the planning phase process in the Planning Study Report, including the problem definition, the development and evaluation of the conceptual and feasible alternatives, selection of the recommended alternative, and the development of the preliminary design. The Report will include the life-cycle operation and maintenance costs, real estate needs, estimated construction costs, schedule, and funding. The Planning Study Report will be reviewed and is subject to approval by District.

3.5 Planning-to-Design Phase Transition Report

The purpose of this Task is to prepare a Planning-to-Design Phase Transition Report to properly transfer Project information from the Planning Phase project team to the Design Phase project team. This will assure that design deliverables meet Planning Phase objectives, and assure that Planning Phase activities are not duplicated during design. The Report should document all the relevant information developed during the Planning Phase including identified Project requirements, major findings and assumptions, Project decisions, and refinements to the Project objectives, if any.

3.6 Other Technical Memoranda, Alternatives, and Investigation

- 3.6.1 Prepare technical memoranda to address potential deficiencies as identified through the evaluation process.
- 3.6.2 Provide assistance on refining the scope of work for capital improvement projects, if necessary.
- 3.6.3 Provide conceptual remedial alternatives with cost estimates, if necessary.
- 3.6.4 Provide technical support for planning purposes (e.g., regarding seepage, instrumentation, hydraulic lines, etc.).
- 3.6.5 Preparing the list of project requirements and other transition memoranda;
- 3.6.6 Perform other follow-up recommended studies (i.e. geotechnical investigations) as directed by the District:
 - 3.6.6.1 Additional geotechnical investigations.
 - 3.6.6.2 Advanced 2D modeling of the spillway chutes dependent on the spillway condition assessment (Subtask 2.1.2.1).
 - 3.6.6.3 Phase 2 Spillway Assessment: Non-destructive evaluation of the spillway chutes dependent on the spillway condition assessment (Subtask 2.1.2.1):

SCHEDULE P SCOPE OF SERVICES

- 1) Phase 2 additional investigations and/or evaluations as recommended or required based on the results of Phase 1. For example, should Phase 1 discover areas of drummy concrete, evidence of accelerated rebar corrosion, or potential foundation issues, Phase 2 more extensive and sophisticated non-destructive testing in the area such as ground penetrating radar, impulse-response, or impact-echo methods.
- 2) Phase 2 concrete and/or soil/rock coring/drilling for void investigation, development of concrete strengths, or subsurface geotechnical investigation.
- 3) Phase 2 structural analysis of concrete structures and/or evaluation of adequacy of previous repairs or modifications. Phase 2 is not included in the current scope of work as any action will be evaluated as applicable following completion of Phase 1.

3.6.6.4 Phase 3 Spillway Assessment: Phase 3 may consist of evaluating remediation and/or improvements based on the results of Phases 1 and 2. This phase of the assessment may develop into evaluating interim and/or long-term planning-level alternatives. The evaluation and recommendation of interim planning-level alternatives will be developed under this task based on the outcome of the Phase 1 and 2 Assessments. The evaluation of long-term planning-level design alternatives will be developed under Task 3.4 Planning Study Report.

3.6.6.5 Updates or modifications to the Lenihan outlet hydraulic analyses dependent on Consultant review (Subtask 2.1.3 Studies and Analysis).

3.6.6.6 Additional studies as recommended by Consultant as a result of conclusions reached in performing Subtask 2.1.1 Review Existing Information and Prepare Supporting Technical Documentation; 2.1.2 Spillway Conditions Assessment, Phase 1; 2.1.4 Independent Dam Safety Review and/or 2.1.5 Potential Failure Mode Analysis and Workshop.

3.6.7 Perform environmental support services for follow-up geotechnical investigations as directed by the District (including regulatory agency coordination, applications for Santa Clara Valley Habitat Conservation Plan (SCVHCP), cultural resources review, sensitive plant and species surveys, California Environmental Quality Act (CEQA) documentation, etc.).

3.6.8 Unmanned Aerial Vehicle (UAV) (drone) Survey of Site. The UAV survey captures numerous low-elevation photographs of the site to generate an orthorectified composite image, as well as an xyz point cloud data set that is comparable to the resolution of a LiDAR data set. This service is performed prior to the inspection, to provide a detailed base map to record observations efficiently, and accurately.

3.6.9 Updated bathymetric survey of reservoir in the vicinity of the dams.

SCHEDULE P SCOPE OF SERVICES

3.7 Additional Services. The Consultant will provide additional quantities of previously identified services as requested by District. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 2 as Task 3 Supplemental Services, to include but not be limited to:

3.7.1 Additional meetings.

3.7.2 Additional time allotted for meetings.

3.7.3 Additional status/progress reports.

3.7.4 Additional phone conference calls.

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

3.7.6 Additional public outreach visual materials.

Task 3 – Deliverables

Deliverables may include, but are not limited to:

1. Problem Definition Reports and Project Requirements (Draft and Final).
2. Feasible Alternatives Matrix (Draft and Final).
3. Staff-Recommended Alternative Report (Draft and Final).
4. Planning Study Report (Draft and Final).
5. Planning-to-Design Transition Report (Draft and Final).
6. Potential Deficiencies Report (Draft and Final).
7. Conceptual Remedial Alternatives with Cost Estimate (Draft and Final).
8. Geotechnical Investigation Report (Draft and Final).
9. Advanced 2D Modeling of Spillway Chute (Draft and Final).
10. Phase 2 Spillway Assessment (NDT) Report (Draft and Final).
11. Phase 3 Spillway Assessment Report (Draft and Final).
12. UAV Survey Images and Maps.
13. Bathymetric Survey Maps.

SCHEDULE P SCOPE OF SERVICES

Task 3 – Assumptions

1. Subtask 3.2 Feasible Alternatives
 - A. Consultant will coordinate with the District for input on relevant criteria and assigned weights/weighing factors prior to preparation of final alternatives matrix preparation.
2. Subtask 3.3 Staff Recommended Alternative
 - A. One Staff Recommended Alternative workshop for each dam, preparation and follow-up.
3. Subtask 3.4 Planning Study Report
 - A. One Planning Study Report workshop for each dam, preparation and follow-up.
4. Subtask 3.5 Planning-to-Design Phase Transition Report
 - A. Planning phase design is sufficient for development of full 30% preliminary design by others.
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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

1. Total Authorized Funding.

Total payment for Services performed, to the satisfaction of District, as described in the Schedule(s) will not exceed a total amount of **\$2,453,283** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by 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 this Agreement.

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees
1	Project Management	\$288,042
2	Planning Services	\$878,252
3	Supplemental Services	\$1,286,989
Total Not-to-Exceed Fees		\$2,453,283

3. Terms and Conditions.

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

- A. The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Officer or his/her designee.

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

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 will be billed on a monthly basis at actual cost plus 5% linked to each Agreement Task, as approved by the District Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.
- 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 the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
- 3) Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from 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 rideshare expenses or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model.

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 \$[RATE LIMIT]/hr, the Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

F. Prevailing Wage Requirements.

- 1) The Scope of Services described in Task 2 Planning Services and Task 3 Supplemental Services 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 the prevailing wage law, 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

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

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>.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: GEI Consultants, Inc.	
Senior Consultant - Grade 8	\$280
Senior Professional - Grade 7	\$251
QA/QC, Technical Review	\$283
Env Senior Consultant - Grade 8	\$245
Env Senior Professional - Grade 7	\$225
Senior Professional - Grade 6	\$207
Env Senior Professional - Grade 6	\$173
Senior Professional - Grade 5	\$170
Project Professional - Grade 4	\$143
Senior CADD	\$141
CADD Drafter	\$129
Project Professional - Grade 3	\$125
Senior Professional - Grade 2	\$111
Senior Professional - Grade 1	\$101
Word Processor, Administrative Support	\$105

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Subconsultant(s): HDR Engineering, Incorporated	
Principal Engineer VIII	\$313
Principal Engineer VII	\$223
Senior Engineer V	\$167
Junior Engineer II	\$85
Technical Specialist	\$159
Subconsultant: Underwater Resources, Incorporated	
Principal	\$161
Project Manager	\$113
Dive Superintendent/Field Supervisor/DPCI (Grant Cooper)	\$171
Crane Operator	\$375
Divers/Entrants	\$251
ROV Operator/Technician/Attendant/Boat Operator	\$162
Pile Driver	\$150
Shop Superintendent	\$125
Shop Labor	\$69

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Subconsultant: LCC Engineering and Surveying, Incorporated	
Principal Surveyor	\$215
Two-Man Survey Crew	\$253
Land Surveyor	\$188
CAD Designer	\$130
Subconsultant: JDH Corrosion Consultants, Incorporated	
Principal Corrosion Engineer	\$239
Subconsultant: cbec eco engineering, Incorporated	
President/Managing Director	\$252
Director	\$236
Senior Scientific Advisor	\$297
Senior Ecoengineer II / Ecohydrologist II	\$215
Senior Ecoengineer I / Ecohydrologist I	\$173
Ecoengineer II / Ecohydrologist II	\$158
Ecoengineer I / Ecohydrologist I	\$142
Technician II	\$126
Technician I	\$95
Desktop Publishing	\$89
Clerical / Admin	\$89

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **July 31, 2022**, 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	Completion Date
1	Project Management	Term of Agreement
2	Planning Services	December 31, 2019
3	Supplemental Services	Term of Agreement

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**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	Classification	Project Role	Contact Information
Mark Freitas	Senior Consultant – Grade 8	Principal-In-Charge	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510) 350-2609 mfreitas@geiconsultants.com
Matthew Powers	Senior Professional – Grade 7	Project Manager	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510) 350-2902 mpowers@geiconsultants.com
David Gutierrez	Senior Consultant – Grade 8	Independent Dam Safety Review	2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670 (916) 596-1799 dgutierrez@geiconsultants.com
William Rettberg	Senior Consultant – Grade 8	Independent Dam Safety Review	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510) 350-2910 wrettberg@geiconsultants.com
Isabelle Rawlings	Project Professional – Grade 4	Project Engineer	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510) 350-2920 irawlings@geiconsultants.com
Chris Slack	Senior Professional – Grade 6	Engineering Geologist	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510) 350-2936 cslack@geiconsultants.com
Cory Miyamoto	Senior Professional – Grade 5	Senior Engineer	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510) 350-2907 cmiyamoto@geiconsultants.com
Mike Monaghan	Senior Professional – Grade 7	Structural Engineer	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510) 350-2923 mmonaghan@geiconsultants.com
Craig Hall	Senior Consultant – Grade 8	QA/QC Lead	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510) 350-2913 chall@geiconsultants.com

**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
HDR Engineering, Inc. (aka David Ford Consulting)	Hydraulic and Hydrology, PMF/PMP Analyses	Tom Molls tmolls@ford-consulting.com 2015 J Street, Suite 200 Sacramento, CA 95811 (916) 840-5202
LCC Engineering and Surveying, Inc.	Land Surveyor and Civil Engineering	Christine Parks cmp@lcc-inc.com 930 Estudillo Street Martinez, CA 94553 (925) 228-4218
JDH Corrosion Consultants, Inc.	Corrosion Lead	Darby Howard dhoward@jdhcorrosion.com 1100 Willow Pass Court Concord, CA 94520 (925) 927-6630
Underwater Resources, Inc.	Outlet Works Dive and Inspection Lead	Tom Belcher tom@urdiving.com 866 Estabrook Street San Leandro, Ca 94577 (510) 957-5097
cbec eco engineering, Inc.	Survey and Hydraulics	Sam Diaz s.diaz@cbecoeng.com 2544 Industrial Blvd. West Sacramento, CA 95691 (916) 231-6052

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**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
Lenihan Dam	
4	Terra/GeoPentech, 2012, Lenihan Dam Compilation Report: SCVWD report dated December 2012
5	R.L. Volpe & Associates, Inc., 1998, Instrumentation Design and Review – Lenihan Dam: unpublished consultant report on-file at the SCVWD, San Jose, CA, January 1998
6	R.L. Volpe & Associates, Inc., 1999b, Volume 2 – Basic data report, Lenihan Dam outlet investigation, Lenihan Dam outlet investigation: unpublished consultant report on-file at the SCVWD, San Jose, CA, October 1999
7	R. L. Volpe & Associates, Inc., 1999c, Lenihan Dam Pseudo-static Stability Analysis: unpublished consultant's report on file at the SCVWD, San Jose, CA
8	SCVWD, 1956, Lexington Dam, As-Constructed Plans: SCVWD record drawings dated December 24, 1956, 9 sheets
9	SCVWD, 1996, Map and Construction Plan for the Lexington Dam Freeboard Restoration Project: SCVWD record drawings dated June 3, 1996, 39 + 4 sheets
10	SCVWD, 1998, Map and Construction Plan for the Lenihan Dam Outlet Repairs Project: SCVWD record drawings dated April 24, 1998, 9 sheets
Stevens Creek Dam	
11	Terra/GeoPentech, 2013, Stevens Creek Dam Compilation Report: SCVWD report dated January 2013
12	Tolman, C.F., 1934, Geology of the Murphy Damsite on Stevens Creek, Santa Clara County, California: unpublished consultant report on-file at the SCVWD, San Jose, CA, 32 p
13	W.A. Wahler & Associates, 1978, Seismic Safety Evaluation, Stevens Creek Dam: unpublished consulting report on file at SCVWD, San Jose, CA
14	Wahler Associates, 1982, Report on Preliminary Remedial Design Investigation of Stevens Creek Dam for Clara Valley Water District: unpublished consultant report on-file at the SCVWD, San Jose, CA
15	Wahler Associates, 1984, Remedial Design Report, Stevens Creek Dam, Clara Valley Water District: unpublished consultant report on-file at the SCVWD, San Jose, CA
16	SCVWD, 1938, Stevens Creek Dam, As-Constructed Plans: SCVWD record drawings dated February 3, 1938, 3 sheets
17	SCVWD, 1986, Map and Construction Plan for the Stevens Creek Dam Modifications Project: SCVWD record drawings dated March 12, 1986, 33 sheets