



STANDARD CONSULTANT AGREEMENT

(For General Study 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 AECOM Technical Services, Inc., incorporated in the State of Nevada, (Consultant), individually the Party or collectively the Parties.

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

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

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

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

issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

2. Consultant Controlled Areas

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

3. Licensing

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

4. District's Approval of Deliverables

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

5. Errors and Omissions

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.

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. 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 Key Staff and Subconsultants

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

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

H. Consultants Subconsultants

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

are subject to approval by the District and documented in an executed amendment to this Agreement.

8. Compliance With All Laws

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

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

9. Occupational Safety and Health

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

10. Consultant as Independent Contractor

Consultant will perform all services as an independent contractor and not an agent or employee of District. Consultant represents and warrants that it and its contractors who are performing any of the Services as Subconsultants will perform such services as an independent contractor, and neither Consultant nor Subconsultants nor their employees are the servants, agents or employees of the District. Except as expressly provided in this

Agreement, the District exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care

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

SECTION THREE

DUTIES OF DISTRICT

1. Available Data

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

2. Review of Deliverables

- A. The District will designate a Project Manager (District Project Manager) for purposes of administering and managing this Agreement.
- B. The Consultant's progress in completing the Services will be reviewed by the District's Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of the District.
- C. Consultant must notify the District in writing when it completes each deliverable described in the Schedule(s) and provide the District with such deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by District. Within thirty (30) calendar days of receipt of each deliverable, the District will

either (i) notify Consultant that the District accepts the deliverable, or (ii) notify the Consultant that the deliverable is not acceptable and must be revised.

- D. If the District advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to the District, those deficiencies as soon as possible and shall notify the District upon completion of the revised deliverable and submit to the District.

The District will then review the revised deliverable and within thirty (30) calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to the District and this process will continue until Consultant has corrected all deficiencies identified by District.

- E. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the services as otherwise required by the terms and conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions will not result in additional costs or expenses to the District.

3. Access to District Facilities

The District will facilitate access to District facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

Payment for all services performed by Consultant to the satisfaction of the District, as described in the Schedule(s) will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule(s), Fees and Payments, for completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule(s), Fees and Payments. Payments made by the District to the Consultant for services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s) if any, equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the services.

- A. Upon the written approval of the District's Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task may be re-allocated to a task that has not yet been completed, provided the Agreement Total Fixed Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.

- B. Upon the written approval of the District's Deputy Operating Officer referenced herein, the scope of services described in a task may be reduced or eliminated. If the scope of services of a task is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- C. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to the District.
- D. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- E. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant and its Subconsultants for mileage and travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. District will reimburse Consultant and its Subconsultants for mileage incurred from District Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Invoices

- A. Consultant's invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent services performed and reimbursable costs incurred during the identified billing period; will be consistent with scope of Services described in the Schedule(s) attached hereto; and include the following:
 - I. Personnel Category and employee name itemized with all labor charges by Service task.
 - II. Consultant's summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task.
 - III. Other direct charges and expenses by Service task.
 - IV. Other Direct charges and expenses must reflect actual fees versus the Agreement Fixed not-to-exceed fees as stated in Attachment One to Schedule(s), Fees and Payments.
 - V. To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by the District Project

Manager. Upon preliminary approval by the District, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. District's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.

- C. Each invoice must include a progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project schedule in Attachment Two to the Schedule(s), Schedule of Completion, which applies to the specific scope of Services (Schedule of Completion), and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document the Services completed; document the execution of the tasks described in this Services; and enable the District to evaluate the Consultant's progress and performance towards completion of the Services.

I. The progress report shall include:

- a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
- b. A look ahead schedule listing deliverables and activities planned for the next 2 months;
- c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
- d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement Fixed 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 Fixed 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 Fixed NTE amount of the Agreement;

- h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Billing statements, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices to:

Santa Clara Valley Water District
 Attention: Accounts Payable
 P.O. Box 20670
 San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:
 - I. Agreement Number
 - II. Full Legal Name of Consultant/Firm
 - III. Payment Remit-to Address
 - IV. Invoice Number
 - V. Invoice Date (the date invoice is mailed)
 - VI. Beginning and end date for billing period that services were provided
- G. Consultant shall invoice for its performance of the Services on periodic basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific scope of Services.
- H. District's Project Manager will review Consultant's written invoice within five (5) District business days of receipt, address any questions with Consultant's Contact/Project Officer and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoice amounts within thirty (30) calendar days from date invoice is received by District's Project Manager.
- I. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

3. Prevailing Wages

- A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code Section §1771, et. seq. and the applicable implementing regulations.

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

4. Retention [NOT USED]

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in the scope of Services of the attached Schedule(s) to this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by the District.

2. Project Schedule Table

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

3. Monitoring of Project Schedule

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

4. Project Delays

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

5. Changes to the Project Schedule

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Fixed 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 Fixed Not-to-Exceed Fees of any Task Order.

2. District Rights

- A. Suspension: District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of

suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.

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

3. Consultant's Compensation Upon Termination or Suspension

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

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

4. Survival

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

Insurance requirements applicable to this Agreement are set forth in 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 & REUSE OF DELIVERABLES

1. District Ownership

All deliverables and other materials prepared by Consultant including computer programs and media developed by the Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of the District following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven, Term and Termination. In the event the work is not completed, the completed

portions thereof will become the property of the District. Consultant will provide the District with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

2. Re-Use of Instruments of Service

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

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to the District by Consultant according to the terms of this Agreement, in or by any medium is deemed to be "work for hire" according to the copyright laws of the United States and the copyright will belong to the District.

6. Copyright Claims

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

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SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

2. Compliance With Applicable Equal Opportunity Laws

The Consultant's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code Section 12900 et. seq.); California Labor Code Sections 1101 and 1102.

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. Consultant must investigate all complaints directed to it by District. District will refer complaints in writing and Consultant will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the Consultant, as well as all subcontractors, Subconsultants, and material suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective disciplinary action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the terms and conditions, the Schedule(s), the Attachments to the Schedules, and the attached Appendices, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.

2. Formation of Agreement

Formation of an Agreement between the Parties requires accomplishment of the following: (1) execution of the Agreement by Consultant; (2) submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents; (3) submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable; (4) submission by the Consultant of the QEMS Awareness certification ; (5) submission by the Consultant, and acceptance by the District, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable; (6) submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable; (7) any other requirements that are deemed necessary by the District, and (8) execution of the Agreement by the District. No contract between the Parties is formed until all eight actions items have been accomplished to the satisfaction of the District. The District Project Manager will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District, if applicable.

3. No Assignment

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

assignment without the District's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

8. Binding Effect

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

9. Choice of Law and Venue

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

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

10. Confidentiality

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

11. Release of Information Prohibited

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

12. Conflict of Interest

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

unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.

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

- V. Consultant understands and agrees that its employees, officers, agents, subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District .
- VI. Further, the failure of Consultant's employees, officers, agents, subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by the District is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

As described herein some tasks and services will be assigned to the Consultant through issuance of Task Orders. After said tasks and services to be performed pursuant to this Agreement are identified and communicated to Consultant by the District Project Manager, the Consultant will prepare a proposed Task Order (See Appendix Three to the Standard Consultant Agreement— Appendix Three Task Order Template.) The proposed Task Order must identify the following:

- A. Description of the services, including deliverables;
- B. The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
- C. Proposed staff that will be assigned to complete the services, including resumes if not previously provided to the District's Project Manager;
- D. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
- E. Time schedule for completing the services; and
- F. Copies of applicable state and federal permits required to complete the services, unless previously provided to the District.
- I. The Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both the District's authorized representative referenced in Appendix One to the Standard Consultant Agreement, Additional Legal Terms (Appendix One) and the Consultant's authorized representative.

- II. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's authorized representative and notice to proceed has been issued by the District's Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

14. Good Neighbor

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

15. District Quality Environmental Management System (QEMS) Awareness

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

16. Governmental Permits and Notifications

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

17. Taxes and Benefits

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

18. Nonwaiver of Rights

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

19. Notices

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

DISTRICT:

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

CONSULTANT:

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

20. Appendices

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

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

21. Schedule(s) and Attachments

Schedule S-GEN, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

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

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date it is fully executed by the Parties.

SANTA CLARA VALLEY WATER DISTRICT
"District"

AECOM Technical Services, Inc.,
"Consultant"

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

By: _____
Steve Leach
Project Director/Vice President

Date: _____

Date: _____

Firm Address:

ATTEST:

300 Lakeside Drive Suite 400
Oakland, Ca. 94612

Michele King, CMC
Clerk/Board of Directors

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**APPENDIX ONE TO THE
STANDARD CONSULTANT AGREEMENT
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 contract to be awarded for planning, design, construction management or the construction of any project that is related to the Services provided pursuant to this Agreement;
- 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 100% percent 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. Task Orders are subject to approval by the District's Deputy Operating Officer unless delegated to the Unit Manager.
- B. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District.

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

1. Consultant's Questions and Concerns.

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

2. Dispute Resolution.

A. Alternate Dispute Resolution (ADR)

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

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

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

3. Negotiations Before and During Mediation.

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

4. Voluntary Mediation.

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

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

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

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

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

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

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

- a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
- b. Statements made by the other Party in the course of the mediation proceedings;
- c. Proposals made or views expressed by the mediator;
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

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

M. Termination of Mediation

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

- I. The expenses of witnesses for each Party must be paid by the Party producing the witnesses.

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

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

5. Compensation for Participation in Mediation.

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

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

Task Order No. _____

Title: _____

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

District Project Manager: _____

Consultant Project Manager: _____

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, Fixed Fee, Section Twelve, subsection 13, Task Orders, and the issuance of a notice to proceed by the District Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the notice to proceed will be considered outside the contracted scope of Services and will not be eligible for payment.
2. Both the scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - a. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to the District Project Manager.
 - b. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification.
 - c. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees.
 - d. Project schedule for completing the scope of Services.
3. The Consultant shall be compensated at fixed fees or at the hourly rates established in Attachment One to the Schedule(s), Fees and Payments, of the Agreement. The Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order will become effective on the date of full execution by authorized representatives of the Parties and remain in effect until the earlier of: completion of the tasks set forth in Attachment A .

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

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.
6. The Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]
8. Signatures:

Signature: _____ DATE _____

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

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

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

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

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

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

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

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

Certificates of Insurance

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

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

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway**

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

**San Jose, CA 95118
Agreement/CAS No. XXXXX**

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. XXXXX**

IMPORTANT: The agreement or CAS number must be included.

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

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

Required Coverages

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

\$2,000,000 per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

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

2. Business Auto Liability Insurance with coverage as indicated:

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

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

\$1,000,000 per claim/ **\$1,000,000** aggregate

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

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

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

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

4. Workers' Compensation and Employer's Liability Insurance

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)** Contractor 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 Contractor 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.

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

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

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**APPENDIX FOUR TO THE
STANDARD CONSULTANT AGREEMENT
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 (\$1,000,000)	

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**SCHEDULE S-GEN
SCOPE OF SERVICES**

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.

Judy Nam
Senior Water Resources Specialist
Watershed Stewardship Planning Division
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: 408-630-2747
E-mail: jnam@valleywater.org

Afshin Rouhani (District Unit Manager)
Water Policy & Planning Manager
Watershed Stewardship Planning Division
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: 408-630-2616
E-mail: arouhani@valleywater.org

Vincent Gin (Division Deputy Operating Officer)
Watershed Stewardship Planning Division
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: 408-630-2633
E-mail: vgin@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.

Steven McNeely P.E. (Consultant Project Manager)
Project Manager
300 Lakeside Drive Suite 400
Oakland, Ca. 94612

Phone: 510-874-1795
E-mail: steven.mcneely@aec.com

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

Steve Leach
Project Director/Vice President
Phone: 510-874-3205
Email: steve.leach@aec.com

2. Scope of Services.

This Schedule S-GEN, Scope of Services describes the planning services to be performed by Consultant for the District's Phase 2 Study of Santa Clara County Steelhead Streams to Identify Priority Locations for Gravel Augmentation and Large Woody Debris Placement (Project). The District may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize District staff to perform such services.

3. Project Objectives.

The objective for this contract is for the Consultant to conduct a Phase II Study on the remaining steelhead creeks in Santa Clara County not covered in Phase I. The study should include:

- A. Supporting the District's SCW D4: Fish Habitat and Passage Improvement by conducting a study of all major steelhead streams in the county.
- B. Integrating geomorphic analysis, aquatic ecology principles, and other relevant criteria in order to increase in-stream complexity through gravel augmentation and large woody debris placement in steelhead streams, thereby improving the steelhead habitat.
- C. Building on the completed Phase I study by recommending high priority locations for future gravel augmentation/large woody debris placement projects in the remaining steelhead streams not covered by the Phase I study.
- D. Ensuring that the study findings will support the District's other projects/programs, such as Fisheries Aquatic Habitat Collaborative Effort (FAHCE), Stream Maintenance Program (SMP), and other relevant projects/programs that share the mutual goal of steelhead habitat improvement, while minimizing induced flooding risks and impacts to the District's stream operations/maintenance.
- E. Ensuring the Project's long-term success by developing robust maintenance and adaptive management strategies.

4. Project Background.

- A. The District manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. The District effectively manages 10 (ten)

SCHEDULE S-GEN SCOPE OF SERVICES

dams and surface water reservoirs, 3three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.

B. The Consultant will conduct a gravel augmentation and large woody debris installment fisheries habitat enhancement study on steelhead creeks in Santa Clara County including:

- 1) Reviewing and recommending changes to the prioritization tool/process developed by the Study of Santa Clara County Steelhead Streams to Identify Priority Locations for Gravel Augmentation and Large Woody Placement, dated April 25, 2018.
- 2) Consultant to prepare a technical memorandum outlining rationale for selection. of District approved preliminary list within the boundaries of Santa Clara County: Llagas Creek, San Francisquito Creek, Los Trancos Creek, Pajaro River, Calero and Pacheco Creek. District reserves the right to replace creeks to be part of this project and will approve the final list.
- 3) Recommending high priority locations for future gravel augmentation/large woody debris placement projects along the selected creeks.
- 4) Further evaluate high priority sites based on site visits, flood risk assessments, and other considerations to narrow down to eighteen locations covering all six creeks for improved design and adaptive management strategies.

5. General 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.
- 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

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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 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 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 the 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.

In November 2012, the voters of Santa Clara County passed Measure B: the Safe, Clean Water and Natural Flood Protection Program (Program). The Program has five primary priorities (A, B, C, D, and E). Priority D, Restore Wildlife Habitat and Provide Open Space, consists of eight Projects. One of the eight projects is D4: Fish Habitat and Passage Improvement. Project D4 is focused on restoring and maintaining healthy steelhead populations.

One of Project D4's key performance indicators (KPIs) is to conduct a study of all major steelhead streams in the county to identify priority locations for installation of large woody debris and for gravel augmentation, as appropriate. Project D4 also helps to support the District's Stream Maintenance Program II (2014-2023) - large woody debris and gravel augmentation mitigation. This work is being conducted as two phases.

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Phase I

This study covered the Guadalupe River, and the following creeks: Alamitos, Guadalupe, Los Gatos, Upper Penitencia, Coyote, Stevens, and Uvas. The study was completed in April of 2018.

Phase II

In addition to the Pajaro River, this study will cover the following creeks: Llagas, San Francisquito, Los Trancos, Calero, and Pacheco. The study recommendations will have District-wide applications; therefore, coordination will be necessary throughout the study with the District's Fisheries Aquatic Habitat Collaborative Effort (FAHCE) team, Stream Maintenance Program (SMP) staff, and other relevant projects, both internally and externally.

The elements of the D4 Project will integrate geomorphic analysis, aquatic ecology principles, and other relevant criteria to increase in-stream complexity through gravel augmentation and large woody debris placement in steelhead streams, thereby improving steelhead habitat. Building on the completed Phase I study, the Consultant will examine some of the remaining County steelhead creeks not covered in the Phase I study.

Upon thorough review of the Phase I study, the Consultant will recommend any changes to the approach and process developed in Phase I. Once the District and the Consultant agree upon the changes, the Consultant will proceed with the study of the Phase II creeks, to identify appropriate locations for both gravel augmentation and large woody debris placement, based on District-approved prioritization criteria further revised from the Phase I criteria.

Consultant will partner with the District's Project Manager (DPM) to conduct the Phase II Study on the selected steelhead creeks:

- A. Review and recommended changes to the prioritization tool/process developed during the Phase I study.
- B. Recommend high priority locations for future gravel augmentation/large woody debris placement projects along the selected creeks within the boundaries of Santa Clara County.
- C. Further evaluate high priority gravel augmentation/LWD placement projects sites based on site visits, flood risk assessments, and other considerations to narrow down for improved design and adaptive management strategies.
- D. Submit a conceptual design for a total of 8 locations.

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6. Scope of Services Tasks.

Task 1—Project Management.

The purpose of this task is to manage this Scope of Services such that the work is completed within the not-to-exceed fee limit stated in Appendix Two, Fees and Payments, and in accordance with the Project Schedule stated in Appendix Three, Schedule of Completion, while ensuring that all services and deliverables are appropriately prepared and reviewed for quality assurance and quality control.

Task 1.1— The Consultant Will Prepare A Project Work Plan

The 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 the Consultant's costs for the major tasks, a list of the Consultant's team members, along with 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 the accepted practices and standards of the Consultant's profession. The District reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures. This work plan must be submitted to the DPM for review and approval prior to the project kick-off meeting.

Task 1.2—Project Kick-Off Meeting with District Staff

The Consultant will travel to the Santa Clara Valley Water District (District) headquarters to lead the Project kickoff meeting with the District Project Manager. The Consultant will submit a proposed agenda to the District Project Manager prior to the meeting and will revise the agenda and distribute it based on input from the District Project Manager.

Task 1.3 —The Consultant Will Confer With the District Project Manager on All Ongoing Tasks until Contract Completion

The Consultant's Team members will work closely with the District Project Manager to coordinate all aspects of the Project, including regular communication regarding adherence to the schedule requirements, and allowing for corrective courses of action, if needed, in a timely manner.

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Task 1.4 —Project Status/Progress Reports and Teleconferences

The Consultant's PM will participate in teleconferences with the DPM, during which the project status/progress report will be discussed. These teleconferences will serve a critical function by addressing administrative and/or technical obstacles.

Prior to submitting the formal report/invoice for payment, the Consultant shall submit to the DPM a report template and invoice template for preliminary review.

The Consultant will submit Project Status/Progress Reports with all invoices throughout the duration of the Agreement. This summary status report will record the work completed, document the execution of the tasks described in this Scope of Services, and enable the District to evaluate the Consultant's performance and progress towards completion of the services. The Project Status/Progress Reports will be presented in a format that has been approved by the District Project Manager. The summary status report will include:

- an assessment of actual versus planned progress in completing the work, including a description of the tasks and deliverables completed to date for each task
- the percentage of services performed versus the percentage of Agreement not-to-exceed fees incurred for such tasks, and an explanation of any significant variances in percentage of services performed compared to percentage of fees incurred for each task
- the percentage of the fees incurred for such tasks compared to the dollar amounts allocated to such tasks
- an updated Project work plan identifying costs-to-date and a forecast to complete the remaining tasks, including staffing by task
- a statement that all tasks together shall be completed within the agreed upon not-to-exceed total amount of this Agreement
- a statement that progress towards completion of the Scope of Services is on schedule, to be completed within the timeline set forth in the Project schedule

-or-

- if completion of the services is not on schedule, a statement of the anticipated length of the delay, the cause of the delay, measures already taken to minimize the delay, or measures proposed to minimize the delay, plus a timetable for implementation of such proposed measures
- a look-ahead schedule, listing deliverables and activities planned for the increment of time as specified in the Scope of Services
- a summary of proposed changes to the Scope of Services, if required, including justifications for such changes

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- submission of the Project Management Action Item and Decision Log to document action items, concerns, and issues throughout the term of this Agreement which require resolution by the District and/or the Consultant
- a summary of performed tasks to date
- an updated Project work plan including baseline and latest project schedules, which includes an estimate of work required to complete the Scope of Services
- an explanation of any major variances in percentage of Services to be completed compared to percentage of the Agreement not-to-exceed fees remaining
- any anticipated changes to the Agreement that may be necessary to complete the Scope of Services
- any changes in the Consultant's key staff or sub-consultants

Task 1—Deliverables.

1. Draft Project Work Plan
2. Final Project Work Plan 2. Draft and Final Project Kick-Off Meeting Agenda
3. Project Status/Progress Report/Invoice Template
4. Draft and Final Project Status/Progress Reports/Invoices

Task 1—Assumptions.

1. The Consultant will submit all deliverables in electronic format only.
2. The Consultant will respond to one round of review and comment by the District on the Draft Project Work Plan
3. Comments on the Draft Project Work Plan will be addressed in the Final Project Work Plan
4. The Project Kick-Off Meeting will be scheduled after the submittal of the Final Project Work Plan
5. The Consultant will submit a Draft Project Kick-Off Meeting Agenda to the District when the Project Kick-Off Meeting is scheduled.
6. The Consultant will distribute a Final Project Kick-Off Meeting Agenda prior to the Project Kick-Off Meeting.
7. The Consultant will submit a Project Status/Progress Report/Invoice Template to the District and will respond to one round of review and comment by the District prior to addressing the District's comments in the submittal of the first Draft Project Status/Progress Report/Invoice.

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Task 2—Phase II Study Development.

Task 2.1— Review Prioritization Criteria And Tools And Recommend Any Necessary Revisions For The District's Approval

The Consultant will review the prioritization criteria and tools developed during the Phase I Study, and propose additional criteria and/or revisions to the existing criteria, and recommend other technical considerations not included in the Phase I study prioritization tool, especially in the areas of flood risk assessment and biological and environmental factors beneficial to fish habitats. As part of the review process, the Consultant will coordinate with both internal and external programs/projects that may utilize Phase II study recommendations, and ensure their needs/constraints are reflected in these criteria. At minimum, the following criteria will be considered:

- flood risk assessment
- geomorphic considerations, including channel stability analysis
- stream access
- District land ownership
- proximity to locally available gravel/large woody debris sources
- biological and environmental factors relevant to steelhead habitats
- any existing creek operational requirements potential constraints, based on feedback from the District's Raw Water Operations Unit and relevant Dam seismic retrofit projects

Task 2.2—Review and Compile Relevant Existing Data and Reconnaissance of Streams with District and Stakeholders

The Consultant will compile and review the available data concerning property ownership and stream accessibility, as well as watershed, stream morphology, flow and instream habitat conditions. These data may include flood maps, hydraulic models, stream flow gaging data and watershed land use maps, as well as previous geomorphic and ecological studies.

The Consultant will complete ground based reconnaissance of each of the Phase II study streams. Consultant will ground truth the available data and collect general information concerning watershed, stream morphology, flow and instream habitat conditions that will be integral to reach and site prioritization. The Consultant will utilize the technical knowledge of both internal and external stakeholders, emphasizing unique features in each system, and also take into account other considerations, such as regulatory, board governance, etc.,

SCHEDULE S-GEN SCOPE OF SERVICES

specific to each system, all of which will be considered in site prioritization. As part of this step, the Consultant will conduct site visits with the District and other external key experts to gain further understanding of the challenges of each creek system.

Task 2.3—Justify the Selection of Phase II Streams

The Consultant will leverage its knowledge of SCC steelhead streams and also review existing data in order to provide technical rationale for selection of following streams: Pajaro River, San Francisquito Creek, Los Trancos Creek, Llagas Creek, Calero Creek, and Pacheco Creek for inclusion in the Phase II Study.

Task 2.4— Develop GIS Geodatabase and Tool for Selection of Priority Reaches and Sites

The Consultant will efficiently organize applicable information from the relevant data/information review, internal/external stakeholder knowledge gathering, site reconnaissance visits, and any other data collected, into a GIS database to be used in first reach then eventually site prioritization. GIS data management will follow the District Standard for GIS Products (2015) (see Attachment 6 of Appendix One).

The Consultant will prepare draft and final technical memoranda documenting the content of the geodatabase and explaining the process of using of the tool for the selection of priority reaches and sites. These memoranda will include a list of priority reaches and 14 priority sites for either gravel or large woody debris augmentation, or both.

Task 2—Deliverables.

1. Draft and final technical memoranda with justifying the selection of six streams included in the Phase II Study.
2. Draft and final technical memoranda recommending changes to the prioritization tools and process identified in the Phase I final report dated April 25, 2018.
3. GIS Geodatabase and tool to be used for selection of priority reaches and sites.
4. Draft and final technical memoranda documenting the content of the geodatabase and explaining the process of using of the tool for the selection of priority reaches and sites. These memoranda will include a list of priority reaches and 14 priority sites.

Task 2—Assumptions.

1. The Consultant will submit all deliverables in electronic format only.
2. The Consultant will respond to one round of review and comment by the District on each of the three draft memoranda deliverables.

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3. Comments on each of the three draft memoranda deliverables will be addressed in the final version of that deliverable.
4. The Consultant will conduct site visits with the District and other external experts concurrently with stream reconnaissance efforts.
5. The GIS Geodatabase shall be limited to the data required by the tool developed for use in selecting of priority reaches and sites.
6. San Francisquito Creek and Los Trancos Creek are included in the Phase II study only through the completion of Task 2 and are not included in Tasks 3 or 4 based on access issues, planned project implementation by Stanford, San Francisquito Creek Joint Power Authority, others, and other technical reasons. Should there be compelling reasons in the future to conduct Task 3 and beyond for either San Francisquito Creek or Los Trancos Creek, any further assessment, analysis and/or design for these reaches and sites will be completed by the Consultant under Task 5 Supplemental Services.

Task 3—Field Assessment, Flood Risk Assessment, and Site Selection Services:

Task 3.1—Project Field Work Plan

The Consultant will review the field assessment methods and protocols specified in the Phase I Report, including Data Collection forms under Attachment 1, and propose any changes / revisions for the District's approval. Prior to the field visit, the Consultant will review existing information (previously collected data, documents, aerial photogrammetric mapping, and expert opinions), and will build on that extensive information as needed to collect necessary site specific information.

The Consultant will prepare a Field Work Plan describing the field data collection methodologies, field coordination details, and a Site Safety Plan.

The Site Safety Plan will adhere to the Consultant's standards for field safety planning and will include safety procedures that all Consultant and subcontractor team members must follow in the field; protocols for a job safety analysis, daily task hazard assessments, and near—miss and safety observation reporting; delegation of responsibilities and authorities; a site hazard analysis that details all potential safety concerns associated with the work and the measures team members should take to minimize risk; health and safety requirements for field personnel; and an emergency response plan. The Site Safety Plan will also include any additional information required to meet District standards contained in the District's QEMS Work Instruction W640D07, Contractor Safety Program.

The Field Work Plan will also cover coordination field activities, determination of access to field investigation locations, preparation specifications and instructions for field activities, contact and coordination with landowners and subcontractors.

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The Consultant will submit a Draft Field Work Plan to the District for review, and the Consultant will address the District's comments in the Final Field Data Collection Work Plan.

Task 3.2—Conduct Field Assessment of 14 Priority Sites, Including Collecting Necessary Survey Data for Development of Hydraulic/Sediment Transport Assessment

Methodologies

The Consultant will conduct a field assessment of all the priority sites upon completion of Task 3.1. The Consultant is responsible for obtaining permission / access to the sites. The Consultant will provide fisheries expertise as part of a field team that includes at least one fluvial geomorphologist and one fisheries biologist.

The field assessments will include habitat surveys akin to those described in the CDFW California Salmonid Stream Habitat Restoration Manual (Flosi, et. al. 2004). The Consultant will perform an assessment of physical fish habitat equivalent to CDFW Level IV classification and include ratings of instream shelter complexity and percent cover. (The positioning of rearing habitats to spawning habitats (proximity of spawning habitat to rearing habitat) will be noted. The results of the habitat surveys will be used to compare existing, baseline conditions between priority sites, as well as to gauge the relative potential for habitat at each site to be improved via gravel or large wood augmentation.

The field assessments will also include the collection of data necessary to characterize stream channel morphology at each priority site and support hydraulic and sediment transport analyses. The Consultant will collect topographic data, including thalweg longitudinal profiles and channel cross sections, sufficient to define the channel geometry at each priority site well enough to allow for one dimensional hydraulic and sediment transport modeling of each site.

Where priority sites are located within a stream reach for which a detailed study has been completed as part of the FEMA National Flood Insurance Program and there is an existing, georeferenced, currently effective hydraulic model available, the Consultant will also collect sufficient additional topographic data to allow the individual site surveys to be referenced to the effective model.

The Consultant will record field notes, site sketches and photos in order to characterize channel bed and bank materials and support the selection of hydraulic roughness coefficients. The Consultant will also collect bulk bed sediment samples to support analyses of substrate gradation and sediment transport.

Prior to each site visit, the Consultant will use the District's real-time stream monitoring network, in tandem with data from the United States Geological Survey (USGS), to find safe work windows, and then notify the District in advance of the visit.

SCHEDULE S-GEN SCOPE OF SERVICES

Task 3.3-Preliminary Flood Risk Analyses of Priority Sites

In order to meet the District's goal of not increasing flooding risks and to ensure compliance with requirements of the relevant FEMA regulations, the Consultant will complete a preliminary analysis of the potential for augmentation of gravel and/or large wood at each of the priority sites to increase the maximum water surface elevation in the vicinity of each site during a 100-year recurrence interval flood event. The Consultant will develop a simplified, one dimensional, steady state hydraulic model of each priority site in HEC-RAS in order to complete this analysis. The Consultant will leverage existing models sourced from the District and/or FEMA in order to maximize the efficiency of these analyses to the extent possible.

As no project design will exist for any of the priority sites analyzed, the potential for gravel or large wood augmentation to increase flood levels in the vicinity of each site will be evaluated indirectly by performing analyses of the sensitivity of the modeled water surface profiles to changes in channel cross sectional area, form and roughness typical of such augmentation projects.

The Consultant will address the potential for augmentation of gravel at the priority sites to increase the maximum water surface elevation at locations further downstream from any site during flood events by providing a theoretical discussion of the relevant sediment transport dynamics and the mobility of augmented gravels relative to the existing channel substrate.

Task 3.4-Selection of Sites for Conceptual Design

The Consultant will process the results of the field assessments and preliminary flood risk analyses completed in Tasks 3.2 and 3.3 and efficiently organize them as additions to the GIS database developed in Task 2.5. The Consultant will develop a second tool for using the results of Tasks 3.2 and 3.3 to select 8 of the 14 priority sites for conceptual design of either gravel or large woody debris augmentation, or both. The Consultant will coordinate with various District and external program staff and take project feasibility into consideration when developing the second selection tool.

Task 3.5 - Assessment, Analysis and Site Selection Technical Memorandum

The Consultant will prepare a draft technical memorandum documenting the content of the updated geodatabase and explaining the process of using of the second tool for the selection of the conceptual design sites from the priority sites. The draft technical memorandum will present the written results of the field assessments and the flood risk analyses and describe how the results have been incorporated into the selection tool. The draft memorandum will include a list of the 8 sites recommended for conceptual design, as well as detailed explanations of the reasoning for not recommending the 6 priority sites not included in the list.

SCHEDULE S-GEN SCOPE OF SERVICES

Following the submittal of the draft technical memorandum, the Consultant will host a teleconference with the DPM and District team to present the selection tool and the list of priority sites recommended for conceptual design. The Consultant will incorporate input provided by the District as written comments on the draft technical memorandum in revising the selection tool and the list of priority sites recommended for conceptual design before submitting a final technical memorandum documenting the content of the updated geodatabase and explaining the process of using of the tool for the selection of the conceptual design sites from the priority sites.

Task 3—Deliverables.

1. Draft and Final Field Work Plans
2. GIS Geodatabase update with field assessment and flood risk analysis results and tool to be used for selection of conceptual design sites.
3. Draft and final technical memoranda documenting the results of the field assessments and flood risk analyses, content of the updated geodatabase and explaining the process of using of the tool for the selection of conceptual design sites.

Task 3—Assumptions.

1. The Consultant will submit all deliverables in electronic format only.
2. The Consultant will respond to one round of review and comment by the District on each of the draft deliverables.
3. Comments on each of the draft deliverables will be addressed in the final version of that deliverable.
4. The additions to the GIS Geodatabase shall be limited to the data required by the tool for use in selecting conceptual design sites from the previously identified priority sites.
5. San Francisquito Creek and Los Trancos Creek are included in the Phase II study only through the completion of Task 2 and are not included in Tasks 3 or 4. Should any of the priority reaches and sites selected during Task 2 be located on either San Francisquito Creek or Los Trancos Creek, any further assessment, analysis and/or design for these reaches and sites will be completed by the Consultant under Task 5 Supplemental Services.

Task 4— Conceptual Design and Phase II Study Report

Task 4.1 – Conceptual Design

The Consultant will complete a conceptual design for either gravel or large wood augmentation, or both at each of the selected conceptual design sites. The Consultant will use site-specific

SCHEDULE S-GEN SCOPE OF SERVICES

criteria to evaluate the most preferable location and method of placing gravel and/or large wood. Ease of access for construction equipment and availability of staging areas will be taken into consideration as part of the placement strategy.

At each proposed gravel augmentation site, effective flow computations will be completed, utilizing long-term stream flow records and/or regional regression methods to develop flow-duration curves. Shear duration curves will be developed which will provide a basis for evaluating site-specific mobility and allow the Consultant to determine the required caliber and character of gravel for augmentation. The Consultant will develop a sediment transport assessment tool to guide site-specific placement strategies, taking into account bedload, shear stress, and other factors, with the goal of minimizing flooding risks and maintenance issues.

Task 4.2 – Flood Analysis of Conceptual Designs

Following the completion of an initial conceptual design for each site as part of Task 4.1, the Consultant will use HEC-RAS models to analyze the potential for the proposed design at each of the priority sites to increase the maximum water surface elevation in the vicinity of each site during a 100-year recurrence interval flood event. The Consultant will compare the simulated water surface profile results computed using the models of existing conditions at each site developed in Task 3.3 to the simulated water surface profile results computed using new versions of the models in which the model geometry has been modified to represent the conceptual design at each site.

If the model results indicate that doing so is feasible, the Consultant may revise the conceptual designs and the geometry of the models representing design conditions accordingly in order to prevent, or at least minimize, any increase in the simulated water surface in the vicinity of the sites.

A No-Rise Certification is required by FEMA only in the event of a proposed encroachment into an adopted regulatory floodway and is specifically required to be assessed in the context of the currently effective model used to develop the mapped 100-year floodway and floodplain. Encroachments are defined by FEMA as activities or construction within the floodway including fill, new construction, substantial improvements, and other development. These activities are prohibited within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses that the proposed encroachment would not result in any increase in flood levels. It is unlikely that a No Rise Certification would be required by FEMA in order to implement any of the conceptual designs completed for this Study due to the absence of a currently effective model, a regulatory floodway, or both along much of the length of the proposed Phase II Study streams and the planned development of the GIS-based tool in Task 2.5 such that the selection of priority reaches and sites that are within a regulatory floodway will be highly discouraged.

SCHEDULE S-GEN SCOPE OF SERVICES

Any conceptual design sites selected despite being located within regulatory floodway would require no rise FEMA certification to be completed prior to project implementation. The flood impact analyses completed under this Task 4.2 would support such certification effort provided that the final designs are not substantially different from the conceptual designs analyzed, but the Consultant will not be responsible for obtaining the certification itself.

Task 4.3 – Site Specific Maintenance and Monitoring Plans

Post-project maintenance is not a required component of the Safe, Clean Water Project D4; however, the Consultant will develop maintenance strategies to assist future project owners including making site-suitable recommendations for monitoring, and demonstrating how these findings can identify thresholds for possible future actions.

In addition, the Consultant will propose site-specific biological and physical monitoring recommendations and develop a preliminary list of site-specific success criteria and adaptive management recommendations for each of the conceptual design sites.

Task 4.4 – Conceptual Design Summary Sheets and Drawings

Consultant will develop Draft and Final versions of Conceptual Design Summary Sheets for each of the 8 conceptual design sites. At a minimum, the Conceptual Design Summary Sheets for each site will include:

- Site photos;
- Conceptual design diagrams, drawings and/or artistic renderings of post-project conditions;
- Detailed flood risk analysis results; and
- A summary of maintenance and monitoring plans.

Task 4.5 – Phase II Study Report

The Consultant will prepare Draft and Final versions of a Phase II Study Report. The report will be a comprehensive summary of all the work carried out under Tasks 2-4 and will include an executive summary. Following the submittal of the Draft Report, the Consultant will prepare and conduct presentation of the Draft Phase II Report for internal/external stakeholders. Following the Consultant's presentation of the Draft Phase II Report, the Consultant will work with the District Project Manager to address comments from the District and others by providing clarifying information as required to resolve differing points of view that may be expressed as comments to the extent possible and/or revising the Draft Report. The Consultant will then prepare the Final Report for submittal to the District Project Manager.

SCHEDULE S-GEN SCOPE OF SERVICES

Task 4—Deliverables.

1. Draft and final versions of Conceptual Design Summary Sheets for each of the 8 conceptual design sites.
2. Draft Phase II Study Report
3. Presentation of the Draft Phase II Report for internal/external stakeholders
4. Final Phase II Study Report

Task 4—Assumptions.

1. The Consultant will submit all deliverables in electronic format only.
2. The Consultant will respond to one round of review and comment by the District on each of the draft deliverables.
3. Comments on each of the draft deliverables will be addressed in the final version of that deliverable.
4. The Presentation of the Draft Phase II Report for internal/external stakeholders will be conducted by the Consultant's PM at District headquarters located at 5700 Almaden Expressway in San Jose, CA.
5. The Consultant will respond to one round review and written comments on the Draft Phase II Report by the District and other stakeholders. The Consultant will provide clarifying information while participating in up to two, 2-hour conference calls. The Consultant will then revise the Draft Phase II Report in preparation of the Final Phase II Report and submit the Final Phase II Report.
6. San Francisquito Creek and Los Trancos Creek are included in the Phase II study only through the completion of Task 2 and are not included in Tasks 3 or 4. Should any of the priority reaches and sites selected during Task 2 be located on either San Francisquito Creek or Los Trancos Creek, any further assessment, analysis and/or design for these reaches and sites will be completed by the Consultant under Task 5 Supplemental Services.

Task 5—Supplemental Services.

The District may require, and the Consultant shall perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, the Consultant must obtain written authorization in the form of a Task Order, approved by the District's Watershed Stewardship and Planning Division, Deputy Operating Officer (DOO). The written authorization will state the agreed upon scope of the services requested, the classifications of staff performing the Supplemental Services, associated not-to-exceed fees, and the schedule. Details of the

SCHEDULE S-GEN SCOPE OF SERVICES

specific scope, deliverables, schedule, and fees for any Supplemental Services will be developed with the District and submitted in writing prior to approval to begin the work.

The Consultant will provide additional quantities of previously identified services as requested by the District. The Consultant will also provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1-4, to include, but not be limited to:

- assumptions that will require the Consultant to perform additional services under this agreement
- additional meetings
- additional time allotted for meetings
- additional status/progress reports
- additional conference calls
- an expanded level of effort for field data collection and/or additional field data collection tasks authorized by the District Project Manager.
- Developing detailed design concept for additional sites not included final selected sites in the Phase 1 and 2
- Providing necessary design and construction support for certain District projects/programs (i.e., SMP, District Capital Project, etc.) that may implement individual gravel augmentation and LWD placement projects

Task 5—Assumptions

1. The Consultant has assumed an additional 7 hours for the Consultants PM to meet with or confer with the District.

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

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

**ATTACHMENT ONE TO
SCHEDULE S-GEN
FEES AND PAYMENTS**

1. Total Authorized Funding.

Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of **\$320,000.00** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown.

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

COST BREAKDOWN

Task	Description	Total Not-to-Exceed Fees
1	Project Management	\$22,393
2	Phase II Study Development.	\$93,574
3	Field Assessment, Flood Risk Assessment, and Site Selection Services:	\$130,934
4	Final Phase II Conceptual Design and Study Report	\$72,000
5	Supplemental Services	\$1,099
Total Not-to-Exceed Fees		\$320,000

3. Terms and Conditions.

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

- A.** The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B.** The stated hourly and unit rates are effective for the term of this Agreement unless otherwise revised as indicated. After eighteen (18) months from the Effective Date of this Agreement, and each 12 months thereafter, these hourly and unit rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly and unit rates ninety (90) calendar days prior to the Effective Date of this Agreement. Both Parties will use as a benchmark for negotiations the percent change for the previous twelve (12) months of the

**ATTACHMENT ONE TO
SCHEDULE S-GEN
FEES AND PAYMENTS**

“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% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District’s Water Supply Division Deputy Operating Officer.

- C. Reimbursable Expenses.** All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies. These other direct expenses will be billed on a monthly basis at actual cost plus 0% percent linked to each Agreement Task, as approved by the District’s Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. Any equipment purchased on behalf of the District that cost \$50 or more must receive the prior written approval of the District Project Manager. All equipment that the District is invoiced for becomes the property of the District when the Consultant is reimbursed for the amount it paid for that equipment.

4. Additional Fees and Payments Language.

- A. For staff with rates exceeding the rate of \$270.00/hr., the Consultant shall obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant: AECOM Technical Services, Inc	
Project Director	\$275.00
Senior Technical Advisor	\$250.00
Engineer/Scientist VI	\$201.00
Engineer/Scientist V	\$157.00
Engineer/Scientist IV	\$137.00
Engineer/Scientist III	\$126.00
Engineer/Scientist II	\$107.00
Engineer/Scientist I	\$96.00
Project Assistant	\$92.00

**ATTACHMENT ONE TO
SCHEDULE S-GEN
FEES AND PAYMENTS**

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Subconsultant(s): Balance Hydrologics Inc.	
Senior Principal	\$245.00
Principal	\$193.00
Project Professional	\$137.00
Senior Staff Professional	\$126.00
Staff Professional	\$117.00
Assistant Staff Professional	\$104.00
Senior Project Admin	\$137.00
Report Specialist	\$91.00

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**ATTACHMENT TWO TO
SCHEDULE S-GEN
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 eighteen (18) months after the Effective Date specified in the introductory paragraph of this Agreement, with up to two-one (1) year option term(s) to extend, exercisable at the sole discretion of the District by giving notice to Consultant 60 days prior to expiration of then current base or option term.
3. District and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of project
2	Phase II Study Development.	6
3	Field Assessment, Flood Risk Assessment, and Site Selection Services:	12
4	Final Phase II Conceptual Design and Study Report	18
5	Supplemental Services	Duration of project

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**ATTACHMENT THREE TO
SCHEDULE S-GEN
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 (Address, Phone and Email)
Steven McNeely	Eng./Sci. V	Project Manager	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA 1-510-893-3600 steven.mcneely@aecom.com
Steve Leach	Prj. Director	Project Director	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA 1-510-893-3600 steve.leach@aecom.com
Phil Mineart	Eng./Sci. VI	Hydraulics Lead	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA 1-510-893-3600 phillip.mineart@aecom.com
Adrian Pitts	Eng./Sci. VI	Fisheries Lead	2020 L St Ste 400 Sacramento, CA 95811 (916) 414-5800 adrian.pitts@aecom.com
Steve Pagliughi	Eng./Sci. V	Fisheries Field Lead	2020 L St Ste 400 Sacramento, CA 95811 (916) 414-5800 steve.pagliughi@aecom.com
Charles Battaglia	Eng./Sci. III	Fisheries Field Lead	2020 L St Ste 400 Sacramento, CA 95811 (916) 414-5800 charles.battaglia@aecom.com
Oliver Light	Eng./Sci. II	Hydraulic Modeling	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA 1-510-893-3600 oliver.light@aecom.com
Jeanne Gambino	Eng./Sci. IV	Hydraulic Modeling	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA 1-510-893-3600 jeanne.gambino@aecom.com
Stuart Griffin	Eng./Sci. I	Fisheries Field Staff	2020 L St Ste 400 Sacramento, CA 95811 (916) 414-5800 Stuart.Griffin2@aecom.com
Chris Beck	Eng./Sci. I	Fisheries Field Staff	2020 L St Ste 400 Sacramento, CA 95811 (916) 414-5800 Chris.Beck2@aecom.com

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

Team Member	Classification	Project Role	Contact Information (Address, Phone and Email)
Madeline Hale	Eng./Sci. I	Fisheries Field Staff	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA 1-510-893-3600 madeline.hale@aecom.com
Alex Remar	Eng./Sci. IV	GIS Lead	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA 1-510-893-3600 Alexander.Remar@aecom.com
Ryan Haines	Eng./Sci. I	GIS	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA 1-510-893-3600 Ryan.Haines@aecom.com
Sally Shatford	Eng./Sci. I	GIS	300 Lakeside Drive, Suite 400 Oakland, CA 94612, USA 1-510-893-3600 sally.shatford@aecom.com

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

Firm	Project Role	Contact Information (Address, Phone and Email)
Eric Donaldson	Project Professional (Geomorphology Lead)	800 Bancroft Way, Suite 101 Berkeley, CA 94710-2251 (510) 704-1000 edonaldson@balancehydro.com
Kealie Pretzlav	Senior Staff Professional (Geomorphology Staff)	800 Bancroft Way, Suite 101 Berkeley, CA 94710-2251 (510) 704-1000 kpretzlav@balancehydro.com
Jonathan Owens	Senior Technical Advisor	800 Bancroft Way, Suite 101 Berkeley, CA 94710-2251 (510) 704-1000 jowens@balancehydro.com
Rachel Boitano	Project Administrator	800 Bancroft Way, Suite 101 Berkeley, CA 94710-2251 (510) 704-1000 rboitano@balancehydro.com

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

Firm	Project Role	Contact Information (Address, Phone and Email)
Montana Marshall	Staff Professional Hydraulic Modeling	800 Bancroft Way, Suite 101 Berkeley, CA 94710-2251 (510) 704-1000 mmarshall@balancehydro.com
Paxton Ridgway	Assistant Staff Professional Hydraulic Modeling	800 Bancroft Way, Suite 101 Berkeley, CA 94710-2251 (510) 704-1000 pridgway@balancehydro.com

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**ATTACHMENT FOUR TO
SCHEDULE S-GEN
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	"Santa Clara Valley Water District (District) Standards for GIS Products" July 2017 version
3	District Document No. R13166.docx titled "Fisheries Conservation and Stewardship Efforts" prepared by the Santa Clara Valley Water District dated April 14, 2015
4	"Phase I Final Report" dated April 25, 2018

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