



STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)
Terms and Conditions Template
Rev. B [5/11/2020-6/30/2021]

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

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

NOW, THEREFORE, Valley Water and Consultant, for the consideration and upon the Terms and Conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

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

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

3. Licensing

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

4. Valley Water's Approval of Deliverables

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

5. Errors and Omissions

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

6. Valley Water Standardization Requirements

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

7. Consultant's Key Staff and Subconsultants

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

assigned to perform the Services are identified in in the Schedule Scope of Services, Attachment Three, Consultant's Key Staff and Subconsultants.

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

8. Compliance with All Laws

- A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements

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

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

9. Occupational Safety and Health

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

10. Consultant as Independent Contractor

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

11. Standard of Care

- A. Consultant must possess and maintain during the term of this Agreement all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all Services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such Services are rendered.

- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two Duties of Consultant, subsection 8. Compliance with All Laws.
- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two Duties of Consultant, subsection 8. Compliance with All Laws.

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

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

2. Review of Deliverables

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

performance of the Services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by Valley Water, will not result in additional costs or expenses to Valley Water.

3. Access to Valley Water Facilities

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

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule(s), Attachment One, Fees and Payments, for completion of the associated tasks. Valley Water will make payments to the Consultant according to the terms provided for herein and in the Schedule(s), Attachment One, Fees and Payments. Payments made by Valley Water to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services.
- B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, unused fees from a completed or cancelled task may be re-allocated to a task that has not yet been completed, provided the Agreement Total Not-to-Exceed Fees is not exceeded. Transferring fees from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced or eliminated. If the Scope of Services of a task is reduced or eliminated, the portion of the fees attributable to that reduced or eliminated task may be allocated to revised existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or elimination of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.
- F. Automobile travel mileage expenses will be paid at the current IRS rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, such as to

Project site(s) and, if directed or authorized by Valley Water, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
- 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) Other direct charges and expenses by Service task;
 - 4) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in Attachment One to Schedule(s), Fees and Payments; and
 - 5) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a progress report and draft invoice (in Adobe PDF format) will be provided by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Consultant will mail the complete signed and dated hardcopy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the hardcopy invoice, but is intended to reduce potential for re-submittals of hardcopy invoice by Consultant.
- C. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Project Schedule in Attachment Two to the Schedule(s), Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with Attachment One to the Schedule(s), Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.
- 1) The monthly progress report shall include:
 - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
 - b. A look-ahead schedule listing deliverables and activities planned for the next

two months;

- c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
 - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
 - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
 - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices as follows:
- 1. Electronic copies to be sent via email: APinvoice5750@valleywater.org;
 - 2. Hard Copies to be sent to:

Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:

- 1) Agreement Number;
 - 2) Full Legal Name of Consultant/Firm;
 - 3) Payment Remit-to Address;
 - 4) Invoice Number;
 - 5) Invoice Date (the date invoice is mailed); and
 - 6) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific Scope of Services.
- H. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.
- I. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

3. Prevailing Wages

- A. A portion of the Services to be performed pursuant to this Agreement may be considered "Public Works" subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant's Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
- B. Labor Code §1720 provides as follows:
- “(a) As used in this chapter, “public works” means all of the following:
- (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, “construction” includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, “installation” includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.”
- C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, 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 verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, in electronic or hard copy format, at Valley Water's discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.
- G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

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

4. Retention

- A. Unless otherwise specified in the Schedule(s), Attachment One, Fees and Payments, when the total compensation payable pursuant to this Agreement exceeds \$20,000, ten percent of each invoice will be withheld by Valley Water and not paid to Consultant until 30 calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables as stated in the applicable Schedule, Attachment Two, Schedule of Completion, and Section Three, Duties of Valley Water, subsection 2. Review of Deliverables.
- B. Provided that at any time after 50% of the work has been completed, Valley Water may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final Agreement close out.

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

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

2. Project Schedule Table

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

3. Monitoring of Project Schedule

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

4. Project Delays

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

5. Changes to the Project Schedule

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

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

2. Valley Water Rights

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

3. Consultant's Compensation upon Termination or Suspension

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

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

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

4. Survival

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLE

1. Valley Water Ownership

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

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

2. Reuse of Instruments of Service

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

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

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

6. Copyright Claims

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for

employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

A. No agreement between the Parties is formed until all applicable actions have been

completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water.

B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:

- 1) Execution of the Agreement by Consultant;
- 2) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;
- 3) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;
- 4) Submission by the Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable;
- 5) Submission by the Consultant, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;
- 6) Any other requirements that are deemed necessary by Valley Water; and
- 7) Execution of the Agreement by Valley Water.

3. No Assignment

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

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

8. Binding Effect

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

9. Choice of Law and Venue

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

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.

- B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.
- D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.
- E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

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

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:

- 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; or
 - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
- 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a change to their disclosure information.
- 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during Valley Water's annual filing season, as determined by Valley Water;
- 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:
 - a. Upon termination of this Agreement; or
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code).
- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code (GC) §81000 et. seq. and Government Code §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to Valley Water.
- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard Consultant Agreement, Appendix Three Task Order Template). The proposed Task must identify the following:
- 1) Description of the services, including deliverables;
 - 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
 - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to Valley Water's Project Manager;
 - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - 5) Schedule for completing the services; and
 - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.
- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard Consultant Agreement, Appendix One, Additional Legal Terms, and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.
- D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.

14. Good Neighbor

Valley Water always strives to be a good neighbor to the community adjacent to its facilities. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and

Subconsultants will always interact with the members of the public in a polite and professional manner.

15. Governmental Permits and Notifications

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

16. Taxes and Benefits

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

17. Nonwaiver of Rights

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

18. Notices

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

VALLEY WATER:

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

CONSULTANT:

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

19. No Third-Party Beneficiaries

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

20. Severability

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

21. Debt Limitation

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

22. 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

23. Schedule(s) and Attachments

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

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

(SIGNATURES FOLLOW ON NEXT PAGE)

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

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

STANTEC CONSULTING SERVICES, INC.
Consultant

By: _____
Tony Estremera
Chair, Board of Directors

By: _____
Kari D. Shively, P.E.
Vice President

Date: _____

Date: _____

ATTEST:

Consultant's Address:

Michele L. King, CMC
Clerk, Board of Directors

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

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

1. Conflict of Interest for Future Services

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

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

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) Participation [NOT USED]

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 **[enter percentage]**% or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

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

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**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

A. Alternate Dispute Resolution

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

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

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

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

D. Qualifications of a Mediator

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

knowledgeable in the mediation process.

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

I. Authority of Mediator

- 1) The mediator does not have authority to impose a settlement on the Parties but will

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

attempt to assist the Parties in reaching a satisfactory resolution of their dispute.

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

- 1) The mediator will not divulge confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation.
- 2) All records, reports, or other documents received by a mediator while serving as mediator, are confidential.
- 3) The mediator must not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.
- 4) The Parties must maintain the confidentiality of the mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - a. Views expressed, or suggestions made by the other Party with respect to a possible settlement of the dispute;
 - b. Statements made by the other Party in the course of the mediation proceedings;
 - c. Proposals made or views expressed by the mediator; and
 - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

5. Compensation for Participation in Mediation

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

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

Task Order No. _____

Title: _____

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

Valley Water: _____

Consultant: _____

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

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

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

6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]
- A. The Scope of Services described in this Task Order is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages.
- B. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

8. Signatures:

Signature:

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

DATE

Signature:

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

DATE

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STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance

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

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

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5204**

STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

IMPORTANT: The agreement or CAS number must be included.

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

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

If Consultant receives any notice that any of the insurance policies required by this Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated District Contract Administrator that such insurance policy required by this Appendix Four Insurance Requirements 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: valleywater@ebix.com
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5204**

IMPORTANT: The agreement or CAS number must be included.

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

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

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APPENDIX FOUR INSURANCE REQUIREMENTS

damage

General Liability insurance must include:

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

2. Business Auto Liability Insurance with coverage as indicated:

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

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

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

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

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

Design Services for Penitencia Water Treatment
Plant (PWTP) Residuals Management Project
Ver. 10/18/21

CAS File No. 5204

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1. **Additional Insured Endorsement(s):** Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.
- (**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)
2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses 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

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APPENDIX FOUR INSURANCE REQUIREMENTS

Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.

8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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STANDARD CONSULTANT AGREEMENT

APPENDIX FOUR INSURANCE REQUIREMENTS

CHECK LIST OF DOCUMENTS NEEDED

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

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**SCHEDULE D
SCOPE OF SERVICES**

1. Representatives

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

Monica Mendez (Valley Water Project Manager)
Senior Engineer
Treatment Plants Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-2954

Email: mmendez@valleywater.org

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

Phone: 408-630-2787

Email: bponce@valleywater.org

Heath McMahon (Deputy Operating Officer)
Water Utility Capital Division
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: 408-630-3126

Email: hmchahon@valleywater.org

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

Michael Price, P.E. (Consultant Project Manager)
Stantec Consulting Services Inc.
Vice President
1340 Treat Blvd., Suite 300
Walnut Creek, CA 94597

Phone: 925-627-4712

Email: michael.price@stantec.com

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

SCHEDULE D SCOPE OF SERVICES

notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Kari D. Shively (Consultant Principal Officer)
Stantec Consulting Services Inc.
Vice President
1340 Treat Blvd., Suite 300
Walnut Creek, CA 94597

Phone: 916.418.8405

Email: kari.shively@stantec.com

2. Scope of Services

- A. This Scope of Services, Schedule D, describes the professional design services to be performed by Consultant for Valley Water's Penitencia Water Treatment Plant (PWTP) Residuals Management Project (Project). Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

3. Project Objectives

- A. The proposed Project will ensure that the PWTP can continue to efficiently and reliably provide potable water to water retailers, businesses, and residents within Valley Water's service area. Valley Water's objectives for the Project are to:
 - 1) Extend the service life of the PWTP.
 - 2) Improve Plant operations and the reliability of the PWTP without changing the level of service.
 - 3) Ensure that PWTP, a critical water supply facility, can operate efficiently, without risk of sludge processing compromising the ability of the facility to consistently and reliably meet the required level of service.
 - 4) Minimize maintenance and repair costs of the old and new residual management equipment at the PWTP.
 - 5) Ensure that the sludge produced at PWTP is dewatered reliably and efficiently.
 - 6) Ensure that the segregation of liquid and solid streams result in the maximization of the residuals management system capacity.
 - 7) Automate sludge removal from the sedimentation basin and integrate the selected sludge removal and transfer system into the overall residual management process.
 - 8) Improve the overall washwater/filtrate decanting and recycling systems.
 - 9) Install additional storage capacity for backwash water and other plant process waste flows.

SCHEDULE D SCOPE OF SERVICES

4. Project Background

- A. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's two million residents and businesses. Valley Water effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) drinking water treatments plants, one (1) purified water treatment plant, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. The PWTP is located in northeast of San Jose, at 3959 Whitman Way. The PWTP was constructed in 1974 and includes a sludge dewatering system that was installed in the late 1980s, which has become increasingly inefficient, less reliable, and labor intensive. The original design of the processes makes it difficult to achieve current water quality standards. The system requires replacement and upgrade to ensure it achieves its operational capacity and reliability.
- C. The original solids handling design for PWTP included a centrifuge system for mechanical dewatering and sludge drying ponds. In late 1980s, a belt press system was installed that returned filtrate to the headworks without further treatment. To meet new regulatory requirements, the plant reconfigured the sludge drying beds as sludge holding ponds in 1995. In 2001, the plant modified the sludge pond decant return point to the raw water inlet pipe to attain United States Environmental Protection Agency's (USEPA) Filter Backwash Recycling Rule (FBRR) requirements.
- D. During the most recent inspection in February 2020, the Division of Drinking Water (DDW) observed that a residuals management project had not been implemented, recycled water turbidity consistently exceeds 2 Nephelometric Turbidity Units (NTU), and the washwater return rate exceeds 10% of the plant flow rate.
- E. Valley Water has therefore initiated this Project to replace the existing belt press system with new and improved mechanical dewatering equipment, including upgrading ancillary equipment, install a residuals management facility which would include automated sludge removal and transfer from the sedimentation basins, segregation of liquid/solid streams, sludge conditioning and thickening, and solids storage and mixing, and a washwater clarification facility and means of storage/equalization. The implementation of a residuals management project at PWTP will result in water quality benefits to achieve the regulatory goals and address the aging infrastructure issues related to the current residual management system.

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.

SCHEDULE D SCOPE OF SERVICES

- 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. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff during the workshops will be documented by the Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various Valley Water work. If requested, the Consultant will perform some of the Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in **Section Two, Scope of Services**.
- 6) **Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by Valley Water.
- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, 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. If transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.
- 8) **Completeness.**
 - a. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Four levels of completeness of a design set are defined using

SCHEDULE D SCOPE OF SERVICES

these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.

- b. A Complete Design Set must include all the information required for a constructible set of plans and specifications; include a project cost estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

B. Project-Specific Assumptions and Requirements

- 1) Valley Water will provide one set of consolidated review comments on all submittals. For the 30%, 60%, 75%, 90%, and 100% plans and specifications deliverable sets, Valley Water will provide comments within four weeks of receipt of the submittal. For all other submittals (i.e., reports, memoranda, and plans), Valley Water will provide comments to Consultant within two weeks of receipt of the submittal.

6. Tasks

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

- Task 1 - Project Management Services During Design
- Task 2 - Preliminary Design
- Task 3 - 30% Design Document Preparation
- Task 4 - 60% Design Document Preparation
- Task 5 - 75% Design Document Preparation - Electrical and Controls
- Task 6 - 90% Design Document Preparation
- Task 7 - Final Design Document Preparation
- Task 8 - Bid and Award Services
- Task 9 - Supplemental Services
- Task 10 - Engineering Services During Construction

Task 1 - Project Management Services During Design

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the fees limit stated in Schedule D, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule D, Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.

1.1 Kickoff Meeting

Consultant's key staff and subconsultants, as determined necessary and appropriate by Consultant, and additional participants, as directed by Valley Water, will attend a kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley

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Water and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team members' roles and responsibilities, describe Project procedures, and summarize scope and schedule.

1.2 Project Work Plan

- 1.2.1 Consultant will prepare a Project Work Plan in accordance with this Scope of Services.
- 1.2.2 The Project Work Plan shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.
- 1.2.3 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 Valley Water requirements and accepted practices and standards of the Consultant's profession. Valley Water reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.

1.3 Progress Meetings

- 1.3.1 Valley Water and Consultant key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, and additional participants as directed by Valley Water, or at Valley Water's discretion, will coordinate and attend periodic progress meetings to review and discuss the progress of the work.
- 1.3.2 For each meeting the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water at least one week prior to the meeting. At each progress meeting, Consultant shall provide monthly progress reports that coincide with the monthly invoice period activities. Within three business days following each progress meeting, Consultant shall prepare and submit a draft electronic copy of meeting summary notes to the VWPM for review and comment. Consultant shall incorporate review comments and submit final meeting notes to the VWPM within one week of receiving comments.

1.4 One-on-One Meetings with Valley Water

The Consultant Project Manager must provide a brief update of the teams work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention, in a meeting/conference call with the VWPM; frequency of these meetings and calls will be as directed by Valley Water.

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1.5 Coordination and Communication with External Agencies

Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project preliminary design and design activities as requested by Valley Water.

1.6 Public Outreach

If requested, the Consultant will provide support and assistance to Valley Water's public outreach activities and will relate to coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and performing other tasks as directed by the VWPM.

1.7 Risk Management Plan

Consultant shall use a systematic approach to identifying (Risk Register), assessing and responding to risks to manage or reduce potential adverse effects on the achievement of the Project goals. The Consultant's Risk Management Plan (RMP) shall determine the costs associated with strategies used to overcome the risks, and the resulting impacts to schedule and scope of work. The Risk Management Plan shall utilize periodic monitoring and control efforts sufficient to ensure execution of strategies are deployed to effectively manage the risk.

1.8 Project - Specific Sub-Tasks

1.8.1 Review Meetings and Workshops

Consultant shall recommend convening and attending meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks, 60% design tasks, 75% design tasks, 90% design tasks, and other design tasks.

Consultant key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, will coordinate and attend workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review and discuss the progress of the work.

For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water at least one week prior to the meeting. Within three business days following each workshops, Consultant shall prepare and submit a draft electronic copy of meeting summary notes to the VWPM for review and comment. Consultant shall incorporate review comments and submit final meeting notes to the VWPM within one week of receiving comments.

- 1.8.2 Decision Log. Consultant shall create a Decision Log to maintain a record of all decisions made during the preliminary design and design phase. For each decision, the log shall include the date(s), key staff involved, key factors discussed, decision made, and impacts, if any, on scope, schedule, and fees.

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The Decision Log shall be updated by the Consultant prior to the progress meetings and shall be used for discussion purposes.

- 1.8.3 Board of Directors Communications. If requested, the Consultant will provide support and assistance to Valley Water's Board of Directors communication activities that relate to coordination, preparation, and participation including, preparing presentation materials, updates on Project schedule, costs and scope, attendance at meetings, preparing draft Chief Executive Officer Bulletins, graphics, developing responses to Board questions, and other tasks as directed by the VWPM.
- 1.8.4 Close Out Checklist Items. Prior to completion of the preliminary design phase, the Consultant shall complete items on the close out checklist provided by Valley Water.

Task 1 - Deliverables

- 1. Kick-off meeting minutes (Draft and Final)
- 2. Project Work Plan including QA/QC Plan (Draft, Final Draft and Final)
- 3. Meeting Agendas, Minutes, and Presentations
- 4. Meetings/Conference Calls attendance and notes; frequency of meetings and calls will be at Valley Water's discretion
- 5. Monthly Progress Reports, invoicing documentation and Look Ahead Schedules. (Draft, Final, Approved version)
- 6. Risk Management Plan, including a Risk Register identifying the risks, assessment of impact(s) on scope of work, cost, and schedule. Identification of risk response strategies. On-going monitoring and control efforts and documentation of risks through Project development.
- 7. Decision Log, to be maintained by the Consultant throughout the preliminary design and design phase.
- 8. Close Out Check List Items

Task 1 - Assumptions

- 1. Project Duration for Task 1 is 28 months.
- 2. Task 1.1 Kickoff Meeting - up to eight staff members (Project Manager, Technical Advisors, and key leads) will attend the kickoff meeting.
- 3. Task 1.3 Progress Meetings - one staff member will attend up to 28 progress meetings (one per month) via phone or videoconference application (e.g., Teams). Up to 28 monthly progress reports and invoices will be prepared.
- 4. Task 1.4 One-on-One Meetings with Valley Water - weekly meetings (up to 112) will be held between Consultant's Project Manager and Valley Water's Project Manager via phone or videoconference application (e.g., Microsoft Teams software) over the course of the Project schedule.

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5. Task 1.5 Coordination and Communication with External Agencies: assumed up to 40 hours of support for assistance with external agencies.
6. Task 1.6 Public Outreach: assumed up to 40 hours of support for public outreach. All costs for printing and distribution to be paid for by Valley Water.
7. Task 1.8 Project-Specific Subtasks:
 - A. 1.8.1 Review Meetings and Workshops: This task includes additional review meetings and workshops to complete the preliminary and detailed design tasks. Unless otherwise noted below, meetings will be one-hour in duration, attended by up to three Consultant staff members, and held virtually. Workshops will be up to four hours in duration, attended by up to four Consultant staff members and held at Valley Water's headquarters.
 - 1) During Preliminary Design, the following workshops and meetings will be held:
 - a. Alternatives Screening Workshop (Task 2.1)
 - b. Criteria Development Workshop (Task 2.2)
 - c. Operations Workshop (Task 2.4)
 - d. Maintenance Workshop (Task 2.4)
 - e. Project Requirements TM Review Workshop (Task 2.4)
 - f. Preliminary Design Sizing and Layout Workshop(s) (Task 2.8). Up to two, four-hour workshops will be held.
 - g. Solids Generation Analysis Workshop (Task 2.9.1)
 - 2) During the 30% Design phase, the following workshops and meetings will be held:
 - a. Design Criteria Memorandum (DCM) Workshop (Task 3.1)
 - b. Basis of Design Report (BODR) Workshop (Task 3.2)
 - c. Four Design Review Meetings (Task 3.4)
 - d. 30% Review Workshop (Task 3.4)
 - 3) During the 60% Design phase, the following workshops and meetings will be held:
 - a. Two Review Meetings (Task 4.1)
 - b. 60% Review Workshop (Task 4.1)
 - 4) During the 75% Design phase, the following workshops and meetings will be held:
 - a. One Review Meeting (Task 5.1)
 - b. 75% Review Workshop (Task 5.1)
 - 5) During the 90% Design phase, the following workshops and meetings will be held:
 - a. 90% Review Workshop (Task 6.1)
 - 6) Following each of the 30%, 60%, 75%, and 90% design document review workshops, Consultant will compile a Comment Resolution Document that lists the collected comments sorted by Valley Water group and individual. The

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Consultant will reply with a proposed means of resolution for each comment and document resolution completion.

- 7) Additional Meetings: Up to two staff members will attend up to 28 meetings via phone or videoconference application (e.g., Microsoft Teams software) as necessary to complete the preliminary and detailed design.
 - B. Task 1.8.2 Decision Log: The decision log will be updated monthly and presented at the progress status meeting.
 - C. Task 1.8.3 Support will be provided for up to three (3) Board meetings including attendance by one person and preparation of presentation materials.
8. The Parties agree that an amendment to this Agreement may be negotiated to provide for Consultant to continue performing services for the entire duration of this Agreement.

Task 2 - Preliminary Design

The purpose of this task is to develop a list of alternatives which can be used to select the recommended Project. The alternatives will be developed to a level of detail that allows an objective assessment of the pros and cons of the alternatives and establishes the basis for identifying the best and highest ranked alternative, which will become the recommended Project. The scope of this task includes, but is not limited to:

- 2.1 Identify and Develop Alternatives: the Consultant shall identify alternatives which can be used to select the recommended project, and therefore fulfill the Project objectives. Although the Consultant should try to stay with broad, simple, and high-level concepts in this phase, sufficient detail is necessary to allow assessment and comparison to identify and determine the best and highest ranked alternative. The Consultant will prepare an Alternatives Development Report that describes the alternatives identified and developed, for review by Valley Water.
- 2.2 Develop Alternative Evaluation Criteria: the Consultant shall develop a components evaluation methodology which will include the selection of relevant criteria and assignment of weighting factors for each criterion by which the Project alternatives will be evaluated and assessed. The components of the methodology will include the following: assessment criteria, weight of criteria, scales of criteria, environmental impacts, Project requirements, etc. The draft evaluation methodology shall require approval by VWPM.
- 2.3 Prepare Alternatives Cost Estimate: for comparative purposes, the Consultant shall prepare an order of magnitude cost estimate (AACE International Class 5 level) for each alternative.
- 2.4 Establish Project Requirements: Consultant shall assist Valley Water with the identification and establishment of the Project requirements. The Consultant shall prepare a Project Requirement Memorandum which shall be updated periodically.
- 2.5 Assess Alternatives: using the evaluation methodology developed, the Consultant shall evaluate and assess the alternatives to identify and select the best and highest ranked

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alternative.

- 2.6 Prepare a Draft Alternatives Assessment/Analysis Report: the Consultant will prepare a draft Alternatives Assessment/Analysis Report that describes the methodology, assessment criteria, and presents the alternative matrix from the scoring and ranking of the alternatives by the Consultant, showing the results of the relative score of each alternative. The draft report will be provided to Valley Water staff before the Alternatives Workshop.
- 2.7 Conduct an Alternatives Workshop: Consultant shall conduct an Alternatives Workshop to present the contents of the draft Alternatives Assessment/Analysis Report. Valley Water staff will provide feedback, after the presentation, to facilitate the selection of the best and highest ranked alternative. The best and/or highest ranked alternative will become the recommended Project.
- 2.8 Prepare a Preliminary Design Report: Consultant shall lay out a preliminary design for the recommended Project at a high level, and how it should function. Consultant shall determine if additional details, analysis, or drawings (i.e., schematics) are needed to adequately describe the recommended Project in the report. The report will include the alternatives evaluated, the evaluation criteria, brief summaries of the evaluation methodology, evaluation and assessment of the alternatives, design elements of the recommended Project, the life-cycle operation and maintenance costs, any anticipated real estate needs, estimated construction cost, schedule, funding, and a high-level executive summary.
- 2.9 Project-Specific Sub-Tasks:
 - 2.9.1 Solids Generation Analysis Report. Consultant shall examine, prepare and submit a Solids Generation Analysis Report, which will include VW's source water characteristics and the effects on solids production, the seasonal demand and effects on solids production, use of ferric chloride, alum, powdered activated carbon and polymer, drought conditions and its potential impacts on solids production, and clearly explain the rationale for the solids amount and characteristics that are to be used for design.
 - 2.9.2 Geotechnical Investigations. Consultant shall review previously completed relevant geotechnical reports and recommend additional investigations, if needed. The site has already had previous investigations done which should be representative for the site area under review for this work. If subsequent investigations are justified, Consultant shall prepare a Geotechnical Investigations Work Plan, which will describe the goals of the investigations needed, and what is required to achieve the goals. This work plan shall also include the technical reports that will be required to be developed after the investigation is completed.
 - 2.9.3 Washwater Sedimentation Efficiency Test. Consultant will conduct a series of jar tests to understand the settling rates and prepare a draft and final technical memorandum with results.
 - 2.9.4 Automation of Sludge Withdrawal. Consultant will develop and evaluate

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alternatives for automating the sludge withdrawal from the sedimentation basins and transfer to the residuals management facilities. The alternatives will include adding instrumentation, motor actuators on telescoping valves, control strategies and other physical and control modifications that would reduce the amount of operator time needed to transfer sludge from the sedimentation basins.

Consultant will prepare a Technical Memorandum that describes the alternatives, including figures and sketches as appropriate to convey the concepts, includes high-level construction costs, discusses the advantages and disadvantages of the alternatives, and recommends an alternative for implementation.

Task 2 - Deliverables

1. Alternatives Development Report (Draft, Final)
2. Evaluation Methodology Memorandum (Draft, Final)
3. Project Requirements Memoranda (Draft, Updated Drafts)
4. Alternatives Assessment/Analysis Report (Draft, Draft Final, Final)
5. Alternatives Workshop meeting Agenda and Notes (Draft, Final)
6. Preliminary Design Report (Draft, Final Draft, and Final)
7. Solids Generation Analysis Report (Draft, Final Draft and Final)
8. Geotechnical Investigation Work Plan (Draft, Final Draft, and Final), if approved by Valley Water
9. Washwater Sedimentation Efficiency Test Results Technical Memorandum (Draft, Final)
10. Automation of Sludge Withdrawal Technical Memorandum (Draft, Final)

Task 2 - Assumptions

1. Task 2.3 Alternatives Cost Estimates: Class 5 cost estimates will be prepared for up to five alternatives.
2. Task 2.7 Alternatives Workshops: up to three Consultant staff members will attend up to two Alternatives Workshops to be held at Valley Water's headquarters to select the best alternative for this Project.
3. Task 2.9.2 Geotechnical Investigations: Fee includes costs to review existing geotechnical reports and prepare a Design Geotechnical Report, and a Geotechnical Investigations Work Plan, if required. If additional geotechnical subsurface exploration and investigation, laboratory testing, and/or technical reports are needed, the scope will be presented in the Geotechnical Investigations and the fee will be negotiated with Valley Water at that time.

Task 3 - 30% Design Document Preparation

The purpose of this task is to perform the engineering analyses, calculations, and interpretations that are required to prepare requisite Technical Memoranda and a Basis of Design Report (BODR) for the Project. Consultant is responsible for developing a comprehensive scope of work and performing independent analyses, as appropriate, to fully develop the Basis of Design without relying solely on work completed by others. The supporting analyses, calculations, and other detailed design information will be used to prepare a detailed Contract Documents, specifications, and drawings in subsequent Tasks.

The scope of this Task includes:

Design Services for Penitencia Water Treatment
Plant (PWTP) Residuals Management Project
Ver. 10/18/21

CAS File No. 5204

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- 3.1 Design Criteria Memoranda. The Consultant shall prepare Design Criteria Memoranda (DCM) defining the basic criteria and guidance for the entire Project that will be utilized to develop the design. These Memoranda will be compiled into a single document referred to as the BODR. The Design Criteria Memoranda and BODR will be issued in Draft form and updated as design progresses through the various design stages, conforming to final design document preparation.
- 3.1.1 Design Criteria Memoranda. The DCM will define the basic criteria and guidance that will be utilized during design. It will include Valley Water's basic operations requirements, Project performance requirements, and other stakeholders' design criteria as identified by Valley Water. They will include known relevant constraints such as environmental restriction dates, etc. They will document geotechnical, civil, structural, electrical, mechanical, hydrologic and/or hydraulic standards to be used in the analyses and design. Pertinent codes and references will be cited. The DCM will be issued in draft form and updated as design progresses through the various design stages.
- 3.2 Basis of Design Report. Consultant shall prepare a full BODR to define the technical requirements and parameters for the entire Project including the fields of civil, geotechnical, structural, mechanical, electrical, instrumentation, controls, maintenance, and others, as appropriate.
- The BODR may include but is not limited to the following: description of the general arrangement of existing and new Project facilities; summary of the pertinent findings of field investigations; basis for material properties for use in analyses; construction materials source assessment (on site and commercial); civil design of the Project elements for analyses; preliminary structural design of various elements; mechanical and electrical facilities design; instrumentation, control, and Supervisory Control and Data Acquisition (SCADA) systems upgrades.
- 3.3 Sample Drawings and Specifications. Consultant shall prepare, and submit to Valley Water, sample drawings and specifications for Valley Water review and approval to ensure that Valley Water Drafting Standards are being adopted into the plan set and the specifications also follow Valley Water Specification standards.
- 3.3.1 The sample drawings shall include an index drawing numbering scheme, file naming labeling, layout, and format.
- 3.3.2 For specification development, the Consultant shall use Valley Water's Standard Provisions (boilerplate) and Valley Water's Special Provisions format. Consultant shall recommend edits and additions to Valley Water Provisions where appropriate.
- 3.3.3 Unless otherwise approved by the VWPM, the Technical provisions of the Specifications shall be prepared using the 2018 CSI Master Format (50 divisions).
- 3.4 30% Plans, Specifications, and Cost Estimate.
- 3.4.1 Consultant shall prepare and submit 30% drawings, specifications, and an Association for the Advancement of Cost Engineering (AACE) Class 4

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construction cost estimate. The plans shall include the detailed design elements, at the 30% level of design, and the specification shall include detailed outlines of the technical specifications and a list of process areas for the control algorithms.

- 3.4.2 Cost estimates for the most significant lines of the work breakdown structure shall be “bottom up” estimates. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate. Valley Water has a separate bid proposal package/template for which the Consultant shall provide input, as requested by Valley Water. Multiple, intermediate submittals of Special Provision sections to Valley Water are anticipated to reconcile referencing and formatting issues.
- 3.5 Review Meetings. Consultant shall identify and attend meetings, workshops and consultations with Valley Water as needed to complete the 30% design tasks. Consultant will conduct a 30% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub task is funded pursuant to sub task 1.8.1 Additional Review Meetings.
- 3.6 Constructability Review Report and Construction Schedule. Consultant shall prepare a construction schedule that reflects construction constraints for the Project and provides an estimated time needed for completing the work. Consultant shall prepare the proposed constraints that are being proposed to be used in the Project Specifications defining the work that will require shutdowns either of the treatment plant, the residuals process facility only or some other portion of the plant. The shutdown length is defined as: the amount of time the contractor will need to do the work as well as the time it takes to take the plant or portion of the plant down and hand off to the contractor, and the time it will take to bring the plant back into operation by Valley Water’s Operations.
- 3.7 Consultant shall prepare a Construction Sequencing Plan (CSP) to identify the Consultant’s intended construction sequencing to meet Project requirements, addressing how existing systems will be modified or replaced while still having the capability to process sludge; identify constraints associated with other active projects on site, and other constructability considerations. The CSP shall be used to guide the detailed design and shall be updated as the design is refined. The CSP shall eventually be incorporated into the specifications as a guide to the contractor, and to establish requirements to submit contractor’s own sequencing plans as needed to confirm continuance of water production and sludge handling operations.

Task 3 - Deliverables

1. Design Criteria Memoranda. (Multiple Drafts and Final).
2. Basis of Design Report (Draft, Final)
3. Sample Drawings and Specifications
4. 30% Plans and Specifications, and 30% AACE Class 4 Construction Cost Estimate (Preliminary)
5. Meeting(s) Agenda and Notes
6. Constructability Review Report and Construction Schedule (Draft)

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7. Construction Sequencing Plan (Draft)

Task 3 - Assumptions

1. Level of effort for Task 3.5 Review Meetings is covered under Task 1.8.1 Review Meetings and Workshops.
2. Specifications will be prepared in 6-digit Construction Specifications Institute (CSI) 2018 Edition Master Format using Microsoft Word. Consultant's master specifications will be used as a basis for the technical provisions.
3. A Project Base Map that can be used to complete required studies and prepare Project design is available and will not need to be created or modified.

Task 4 - 60% Design Document Preparation

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

The scope of this Task includes:

- 4.1 60% Plans, Specifications, and Cost Estimate. Consultant shall prepare and submit 60% drawings, specifications, and an AACE Class 3 construction cost estimate. The drawings, sections, and details must be substantially completed. Cost estimates for the most significant lines of the work breakdown structure shall be "bottom up" estimates based on assumed productivity, equipment, and labor spreads for the activities. The basis for field and office overhead, other markups, and profit shall be clearly identified in the estimate. The submittal shall address the review comments in the 30% Design Comment Resolution Document.
- 4.2 Review Meetings. Consultant shall identify and attend design input meetings, workshops and consultations with Valley Water as needed to complete the 60% design tasks. Consultant will conduct a 60% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub task is funded in sub task 1.8.1 Additional Review Meetings.
- 4.3 Draft Bid Sheet. Consultant shall prepare a draft bid sheet at the 60% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define.
- 4.4 Project Completion. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the contractor's completion of each milestone are to be included in the Project specifications.

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- 4.5 Construction Sequencing Plan and Coordination Workshops. Consultant shall prepare workshop materials to discuss areas of work needed for the construction, staging, parking, access and construction trailer locations and conduct a series of meetings prior to preparation of the 60%, 75%, and 90% submittals. Additionally, the Consultant shall prepare a Construction Sequencing Plan (CSP) to identify the Consultant's intended construction sequencing to meet Project requirements, addressing how existing systems will be modified or replaced while still having the capability to process sludge, identify constraints associated with other active projects on site, and other constructability considerations. The CSP shall be used to guide the detailed design and shall be updated as the design is refined. The CSP shall eventually be incorporated into the specifications as a guide to the contractor, and to establish requirements to submit contractor's own sequencing plans as needed to confirm continuance of sludge handling operations.
- 4.6 Constructability Review Report and Construction Schedule. Consultant shall update the Constructability Review Report and Construction Schedule based on comments and changes from the 30% review comments.
- 4.7 Prepare Control Algorithms. Consultant shall develop process area specific control algorithm figures that will provide specific documentation on how each process area is controlled and monitored and how each item of equipment in the process area will be affected by any event and/or alarm as specified shown on the Piping & Instrumentation Diagrams (P&IDs).

Each control algorithm figure will be created based on the Project design. Control algorithms will show how equipment will react during power, communication, and component failure. For each process area, there will be an overview process area chart and a detailed loop diagram for each equipment item in the process area. Equipment added as the design progresses will also be included. Each control system algorithm will capture and document the following information:

4.7.1 Process Area Overview Flow Chart

4.7.2 Control Loop Diagrams for equipment in the process including:

1. Interlocks
2. Alarms
3. Process Control Calculations
4. Inputs and Outputs
5. Operator Commands and Setpoints
6. Programmable Logic Controller (PLC) Programming Blocks indicating various operations modes and response to events and/or alarms

4.8 Start up and Testing Workshop.

4.8.1 When submitting each of the deliverables listed under Task 4.7 Prepare Control

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Algorithms, Consultant shall schedule a 1-hour video conference call with VW plant operations staff and Valley Water SCADA staff to explain the content of each submittal prior to the corresponding workshop. After a one-week review period, Consultant will conduct a 5-hour workshop. Three workshops shall discuss the draft control algorithms of each process areas with Valley Water. Each workshop shall cover four process areas and will review the alternative modes of operation, how each of the process areas is controlled and monitored, and how equipment will be affected by any event and/or alarm as outlined in the Process Control Description specification.

- 4.8.2 After each workshop, Consultant shall document Valley Water comments, resolutions, and the responsible party to address comments or action items in a "Workshops Comments/Action Items List" Excel workbook. Valley Water shall have five additional days to review comments and provide a consolidated response or changes to the consultant. The Workshop final comments will be incorporated in the final version of the control algorithms.
- 4.8.3 After the Control algorithm figures for all process areas, based on the 30% design submittal, have been finalized, Consultant will conduct one (1) 5-hour workshop to discuss the control algorithm figures of the Project.
- 4.8.4 After Control algorithm figures for all process areas, based on 100% design submittal, have been finalized under Task 7.4 Control Algorithm Finalization, the consultant will conduct one (1) 5-hour workshop to discuss the final control algorithm figures of the Project.

Task 4 - Deliverables

- 1. 60% Plans, Specifications, and AACE Class 3 Construction Cost Estimate
- 2. Agenda and 60% Design Comment Resolution Document
- 3. Draft Bid Sheet & Supporting Technical Memorandum
- 4. Construction Sequencing Plan (CSP), Meeting Agenda and Notes
- 5. Updated Constructability Review Report and Construction Schedule
- 6. Electronic Control Algorithms example for one process area overview chart and five equipment control loop diagrams for the Project for the purpose of a "checkpoint"
- 7. Electronic copies of the Draft Control Algorithms for process areas in PDF and Microsoft Visio format for Valley Water review
- 8. Workshop agendas and notes
- 9. Workshop Comments and Action Items List

Task 4 - Assumptions

- 1. Level of effort for Task 4.2 Review Meetings is covered under Task 1.8.1 Review Meetings and Workshops.
- 2. Task 4.7 Control Algorithms: Consultant will conduct four, 1-hour virtual meetings, and four, 5-hour in person workshops with plant operations and SCADA team members. The virtual meetings will be held one week prior to the in-person workshops to explain the content of each submittal prior to the corresponding workshop. Four of the workshops will be conducted during the 60% design phase, and the fifth workshop will be conducted after

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submission of the final control algorithms. After each workshop, Consultant will compile a Comment Resolution Document that lists the collected comments, proposed means of resolution, and document resolution completion.

3. Task 4.8 Start-up and Testing Workshop: up to three Consultant staff members (including the Constructability and Sequencing Lead and the Commission and Start-up Lead) will facilitate a four-hour start-up and testing workshop that includes Valley Water Engineering and Operations staff. The purpose of the workshop will be to review the proposed construction sequencing, requirements for temporary facilities, start-up testing and commissioning procedures for new equipment and systems, and responsibilities of the various parties (Valley Water, Consultant, construction manager, and contractor).

Task 5 - 75% Design Document Preparation – Electrical and Controls

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

- 5.1 75% Plans, Specifications. Consultant will prepare and submit 75% drawings, specifications. The submittal will be a complete drawing and specification set at or near the level of completion for construction. The submittal will address the comments in the 60% Design Comment Resolution Document.
- 5.2 Control Algorithm Update. Consultant shall update the Control Algorithms developed based on the 60% design submittal with any updates developed during the 60% Design Phase that affect the control and operation of the Project modifications.

Task 5 - Deliverables

1. 75% Plans, and Specifications
2. Updated electronic copies of the Draft Control Algorithms for process areas in PDF and Microsoft Visio format
3. 75% Design Comment Resolution Document

Task 5 - Assumptions

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

Task 6 - 90% Design Document Preparation

The 90% design set shall reflect the revisions and resolutions required from the comments received for the 60% and 75% design set. It shall also incorporate any permit conditions established by regulatory agencies. The level of completeness shall be COMPLETE.

The scope of this task includes:

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- 6.1 90% Plans, Specification, and Cost Estimate. Consultant shall prepare and submit 90% drawings, specifications, and an AACE Class 2 construction cost estimate. The submittal shall be a complete drawing and specification set at or near the level of completion for construction. The cost estimate shall be based on an updated, detailed logical work breakdown structure based on the 90% plans and specifications. The submittal shall address the comments in the 60% and 75% Design Comment Resolution Documents.
- 6.2 Review Meetings. Consultant shall identify and attend design input meetings, workshops, and consultations with Valley Water as needed to complete the 90% design tasks. Consultant will conduct a 90% review meeting/workshop with Valley Water to review and discuss Valley Water comments. Consultant will compile a Comment Resolution Document. The Comment Resolution Document shall list collected comments, proposed means of resolution, and means to document that resolution is completed in the next design submittal. This sub task is funded in sub task 1.8.1. Review Meetings and Workshops.
- 6.3 Technical Design Document Update. Consultant shall prepare and/or update the Basis of Design Report, Design Criteria (Technical) Memoranda, analyses, calculations, etc., as identified in previous tasks.
- 6.4 Draft Bid Sheet. Consultant shall update the draft bid sheet to the 90% level of design, including a Technical Memorandum that explains the basis for the bid sheet and the strategies related to risk and cost uncertainty associated with work that may be difficult to define. Provisions regarding milestones, testing, and acceptance schedule and criteria for the Project aligned with completion and payment for the contractor's completion of each milestone to be included in the Project specifications.
- 6.5 Constructability/Sequencing requirements for the contractor. Consultant shall prepare/update a Construction Sequencing Plan and/or Specification, which will identify key milestone dates to be met during construction and partial or complete plant shutdowns or other tasks that require coordination to minimize impacts and will include specific provisions for incorporation into the contractor's plan, as needed.
- 6.6 Water Utility Projects: Commissioning and Training Plans, and Operations and Maintenance Manual. Consultant shall develop a Commissioning, Training, and Maintenance Plan to prepare Valley Water staff for different operational modes: through the construction milestones, start up, and testing, and through the first year of operation. The plan shall assure the facility can continue to operate through construction and not disrupt the ability to meet its delivery obligations and assist Valley Water Operations and Maintenance staff to continue to complete their primary duties of operating the facility on a day-to-day basis and not be dedicated to supporting the Project.
- 6.7 Constructability Review Report and Construction Schedule. Consultant shall update the Constructability Review Report and Construction Schedule based on comments and changes from the 60% and 75% review comments.
- 6.8 Control Algorithm Update. Consultant shall update the Control Algorithms developed based on the 75% design submittal with any updates developed during the 75% design phase that affect the control and operation of the Project modifications.

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- 6.9 Mitigation and Permitting. Consultant will identify all applicable mitigation requirements in the certified CEQA document that impact the design and Contract Documents. Consultant will incorporate the requirements into the design documents, including environmental requirements in the Special Provisions. Consultant shall assist Valley Water in preparing submittals or other supporting documents during the permit acquisition process.

Task 6 - Deliverables

1. 90% Plans, Specifications, and AACE Class 2 Construction Cost Estimate
2. Agenda, Notes, and 90% Design Comment Resolution Document
3. Updated Basis of Design Report, Design Criteria Technical Memoranda, and all supporting analyses and calculations, as identified in this Scope of Services
4. Updated Draft Bid Sheet and Supporting Technical Memorandum (Draft)
5. 90% Construction Sequencing Plan and Specification
6. Updated Constructability Review Report and Construction Schedule
7. Updated electronic copies of the Draft Control Algorithms for process areas in PDF and Microsoft Visio format
8. Commissioning and Training Plans Plan and Operations and Maintenance Manual (Preliminary and Final)

Task 6 - Assumptions

1. Level of effort for Task 6.2 Review Meetings is covered under Task 1.8.1 Review Meetings and Workshops.

Task 7 - Final Design Document Preparation

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

The scope of this task includes:

- 7.1 100% Plans, Specifications, Cost Estimate, and Engineering Documents.

Consultant shall prepare and submit 100% Design and Contract Documents for Valley Water review, including:

- 7.1.1 Plans and Specifications that address 90% review comments and design modifications or clarifications, as required.
- 7.1.2 100% Class 2 Engineer's Estimate as defined by AACE.
- 7.1.3 The Final Basis of Design Report with all revisions incorporated.
- 7.1.4 All Engineering Analysis and Calculations completed and checked as per the QA/QC Plan and assembled in accordance with the relevant design analyses sections in the Basis of Design Report.
- 7.1.5 100% Design Comments Resolution Form.

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7.2 Bid Set.

Prepare and submit Bid Set including:

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

7.2.2 Notice to Bidders, Geotechnical Data Report, and other bid documents.

7.3 Design to Construction Phase Transition Report. Consultant shall prepare a Design to Construction Phase Transition Report per Valley Water's QEMS instructions.

7.4 Control Algorithm Finalization. Consultant shall finalize the Control Algorithms developed based on the 30% design submittal with any updates developed during the 60%, 75%, 90% and 100% Design Phases that affect the control and operation of the Project modifications.

Task 7 - Deliverables

1. 100% Plans, Specifications, AACE Class 2 Cost Estimate and Engineering Documents
2. Final Basis of Design Report
3. Final Engineering Analysis and Calculations
4. 100% Comment Resolution Document
5. Bid Set (Draft, Final Draft, and Final)
6. Design to Construction Phase Transition Report (Draft, Final Draft, and Final)
7. Final updated electronic copies of the Control Algorithms for process areas in PDF and Microsoft Visio format

Task 7 - Assumptions

1. Not Used.

Task 8 - Bid and Award Services

Upon Valley Water's request, Consultant shall assist during the bidding process of the Project by:

- 8.1 Bidder's Questions. Responding to bidders' questions pertaining to the Bid Set within two business days of receipt of Valley Water's written request. Consultant will maintain a log of bidders' questions and responses, including whether any questions require preparing addenda to the Bid Set.
- 8.2 Pre-Bid Meeting. Attending the pre bid conference, including a site visit, and assisting with preparation of documents to be distributed at the conference.
- 8.3 Addenda. Preparing bid document addenda if clarifications or changes to documents in the Bid Set are needed, which includes:
 - 8.3.1 Changes to drawings will be shown on 8.5 x 11 sheets to the extent possible.

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- 8.3.2 Changes to drawings will be signed and stamped and will be provided within five business days of the written request from Valley Water.
- 8.3.3 During preparation of each addendum, the Consultant shall evaluate any construction schedule and cost impact of the addendum and submit to Valley Water for consideration prior to finalizing addendum.
- 8.4 Conformed Contract Documents. Preparing a Conformed Set of Contract Documents after construction bids are received for use during construction.
- 8.5 Project Specific Sub Tasks
 - 8.5.1 Not Used.

Task 8 - Deliverables

- 1. Written responses to bidders' questions and associated log
- 2. Attendance at pre-bid conference, including site visit, pre-bid meeting documents, and preparation of minutes
- 3. Addenda to bid documents (draft and final)
- 4. Electronic versions of stamped and signed conformed set of Contract Documents
- 5. Stamped and wet signed conformed set of Contract Documents (electronic and hard copy) for use during Project construction

Task 8 - Assumptions

- 1. Valley Water will receive all bidders' questions, convey those questions related to Consultant's work to Consultant, and disseminate the responses to bidders.
- 2. Valley Water will be responsible for generating pre-bid conference notes and disseminating the notes to bidders.
- 3. Valley Water will be responsible for reproducing and distributing bid documents and addenda documents.
- 4. The level of effort to respond to Bidder's questions is assumed to be no more than 28 hours.
- 5. Up to two Consultant staff will attend the pre-bid conference that will be up to four hours in duration.
- 6. Consultant will prepare up to two addenda.
- 7. Five hardcopy stamped and signed conformed sets of Contract Documents will be submitted.

Task 9 - Supplemental Services

Valley Water may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, Consultant must receive an approved Task Order issued by Valley Water and executed by both Parties. Refer to the

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Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and Appendix Three, Task Order Template.

- 9.1 Specific Supplemental Services. Specific examples of possible Supplemental Services include:
- 9.1.1 30% Value Engineering Workshops - conduct value engineering sessions after the preparation of the cost estimate at the 30% design phases if the cost estimate is higher than the Project budget. For each value engineering session, up to four Consultant staff members would participate in a four-hour workshop to discuss value engineering ideas.
 - 9.1.2 60% Value Engineering Workshops - conduct value engineering sessions after the preparation of the cost estimate at 60% design phases if the cost estimate is higher than the Project budget. For each value engineering session, up to four Consultant staff would participate in a four-hour workshop to discuss value engineering ideas.
 - 9.1.3 Tours of Other Facilities. Consultant would arrange and attend up to three facility tours in Northern California with Valley Water staff to visit other facilities that have design features that Valley Water will be evaluating for employing into this Project. Valley Water will make travel arrangements for Valley Water staff attending.
 - 9.1.4 Geotechnical Baseline Report for Bid Set; Consultant will prepare a geotechnical baseline report for the bid set.
 - 9.1.5 Additional field surveying and/or potholing may be required to supplement existing topographical data and utility locates for the Project work.
 - 9.1.6 Additional geotechnical subsurface exploration and investigation, laboratory testing, and/or technical reports.
 - 9.1.7 Landscape architectural services: provide landscape architectural services to blend new structures into the existing site and make aesthetically pleasing to the neighborhood.
 - 9.1.8 Prequalification Activities. Assist Valley Water in preparing the prequalification parameters for Valley Water to use in acquiring competent, qualified contractors for the work being bid. Assist Valley Water in evaluating the qualifications of contractors submitting questionnaires.
- 9.2 Additional Services.
- Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 8 as Task 9 Supplemental Services, to include but not be limited to:
- 9.2.1 Additional meetings;
 - 9.2.2 Additional time allotted for meetings;

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- 9.2.3 Additional status/progress reports;
- 9.2.4 Additional phone conference calls;
- 9.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and
- 9.2.6 Additional public outreach visual materials.

Task 9 - Assumptions

- 1. Not Used

Task 10 - Engineering Services During Construction

Consultant's performance of Task 10 Engineering Services During Construction is subject to prior written authorization from the VWPM.

The following tasks describe the preliminary scope of services for Engineering Services During Construction (ESDC). Because the exact scope of the Penitencia WTP Residuals Management Project upgrades has not yet been determined, the scope of services described below and the associated level of effort provided is preliminary and may need to be revised once the scope of the Project has been further defined.

10.1 Project Management Services During Construction

The purpose of this Task is for Consultant to manage Scope of Services such that the work requested is completed within the not-to-exceed fee limit and in accordance with the schedule for performance, and such that all services and deliverables by the Consultant meet these Scope of Services requirements, as well as Valley Water and Project requirements. Consultant will:

- 10.1.1 Manage the efforts of the Consultant's and subconsultants' staff.
- 10.1.2 Identify construction phase events where the presence of the Consultant in the field is appropriate.
- 10.1.3 Coordinate its work with Valley Water's construction management team including the scheduling of meeting attendance, site observations, and deliverables.
- 10.1.4 Monitor and manage its expenditures, schedule, and progress including maintaining an efficient, effective document tracking system for requests for information and submittals. This tracking will be maintained by Consultant separately and independently of the tracking system maintained by Valley Water's construction management team within the Project Internet Based Project Management Work Flow System (EADOC).
- 10.1.5 Provide quality assurance/quality control (QA/QC) of Consultant's services.

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10.1.6 Prepare Monthly Progress Reports of the Consultant's activities. The purpose of the Monthly Progress Report is to record the work completed and document the execution of the Tasks described in this Scope of Services as well as to allow the District to evaluate the Consultant's progress and performance in completing the services pursuant to Attachment One to Schedule D, Fees and Payments, and Attachment Two to Schedule D, Schedule of Completion.

10.1.6.1 Each monthly progress report will include:

- a. A summary of performed tasks and deliverables to-date including discussion of actual versus planned progress;
- b. Explanation(s) of any significant variances in percentage of work to be completed compared to percentage of fees remaining for each task;
- c. A statement that all Scope of Services tasks will be completed within the agreed upon not-to-exceed compensation amounts set forth in Attachment One, Fees and Payments;
- d. A statement that progress towards completion of the services is on schedule to be completed within the timeline set forth in the Project Schedule detailed in Appendix Three – 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 timetable for implementation of such measures;
- e. A summary of proposed changes to the Scope of Services, if required, including justifications for such changes;
- f. Project Management Action Item and Decision Log to document action items, concerns, and issues throughout the term of this Agreement which require resolution by Valley Water and/or Consultant. This log will be for Consultant's use in tracking ongoing issues requiring Consultant's input and is not intended to capture all action items and decisions related to the construction phase. A construction management consultant and/or Valley Water will maintain a separate Project-wide Action Item and Decision Log;
- g. A summary of performed tasks to date, explanation of any major variances in percentage of Services to be completed compared to percentage of the Agreement NTE fees remaining; and
- h. Any changes in Consultant's key staff or subconsultants.

Task 10.1 - Deliverables

1. Monthly Progress Reports, monthly or less frequently as required by Valley Water Project Manager; sent to Valley Water by e-mail

Task 10.1 - Assumptions

1. Construction contract duration is twenty (20) months. Up to 20 invoices and monthly progress reports will be prepared. Should invoicing not be completed monthly (due to low levels of activity as determined by Valley Water), a progress report will not be prepared by Consultant.

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SCOPE OF SERVICES

10.2 Submittal Review

Consultant will review, at the request of VWPM, the construction contractor's submittals for compliance with the Contract Documents to support the successful completion of the Project.

10.2.1 Consultant will review the products, materials, operations and maintenance manuals, and design submittals provided by the construction contractor.

10.2.2 Consultant's submittal review(s) will determine if the items covered by the submittal conform to the requirements of the Contract Documents.

10.2.3 Consultant's submittal review and approval will not extend to means, methods, techniques, sequence or procedure of construction except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents, or to safety precautions or programs.

10.2.4 Consultant will provide a written summary memorandum of comments rather than annotate copies of submittal wherever possible. When annotations are required due to the format of the submittals, they will be made on only one set of the submittals. These annotated copies will be scanned and returned in PDF format.

10.2.5 Consultant must review, respond and return all construction contractors' submittals as promptly as possible, but in no case later than fifteen (15) calendar days from receipt of the submittals from VWPM unless otherwise agreed to by VWPM.

10.2.6 Consultant must review and respond to VWPM within five (5) working days from receipt of the submittals if submittals are incomplete or unacceptable.

10.2.7 If the Consultant's submittal review comments result in changes to the requirements of the Contract Documents, Consultant must state in its submittal response transmittal that a Change Order Request may be necessary and immediately notify VWPM by email of the possibility of issuing a Change Order request, including possible consequences if change is not authorized, prior to returning the submittal response. In no case shall the Consultant provide or authorize changes to the Contract Documents through submittal responses without prior approval by VWPM.

10.2.8 Each submittal reviewed and returned must be dated and provided with an appropriate action. The action review classifications will be per the Standard Provisions Article 7.06 of the Contract Documents.

10.2.9 Consultant's receipt date, submittal identification number, response date, and review action will be logged and tracked by Consultant independently of the log maintained by Valley Water's construction management team.

Task 10.2 - Deliverables

1. Memoranda in PDF presenting Consultant's evaluation of submittals
2. Written notification via email to Valley Water and Valley Water construction manager of potential change orders due to submittal review comments by Consultant

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3. Emails and verbal responses for input as requested by VWPM with email follow-up documentation for all verbal responses

Task 10.2 - Assumptions

1. For budgetary purposes and as the basis for this task's not-to-exceed amount, it is assumed that the total number of construction submittals and re-submittals reviewed by Consultant will be up to 350. The number of submittals and re-submittals will depend upon the Contract Documents requirements, and the quality and packaging of the construction submittals.
2. Valley Water will require the construction contractor to transmit one copy of each submittal to Valley Water via the Internet Based Project Management Work Flow System (e.g., EADOCs).
3. Consultant will not need to print copies of submittals for return to the construction contractor.
4. Consultant will not be required to track submittal review labor hours or costs for individual submittals.
5. Valley Water's construction manager will review construction contractor progress payments, certified payroll, small business participation in the work, temporary facilities (e.g., jobsite trailers), permits, construction schedule edits due to changes or claims, training agenda, and contractual issue submittals not specifically included in this Scope of Services.
6. Valley Water's construction manager will assign the submittal and re-submittal numbers for tracking purposes and use by Consultant.
7. Consultant will not need to coordinate, review, or consolidate review comments provided by third parties other than its subconsultants.
8. In case "pre-submittal," submittal review workshop, or similar meetings are either specified in the Contract Documents or requested by VWPM, this work will be completed in accordance Task 10.7 Engineering Site Support.
9. Seismic anchorage and bracing-type submittals, shoring designs, dewatering plans, stormwater pollution prevention plans, and similar construction contractor-prepared submittals will only be checked to determine if the construction contractor uses the specified design criteria. Consultant is not required to review construction contractor's engineering calculations. Consultant or Valley Water will not need to review formwork, temporary supports, or other construction means and methods designs.
10. Deliverables listed shall only be posted to the Project Internet Based Project Management Work Flow System; no other transmission, electronic or hard copies is permitted.
11. No special software or licensing will be required of the Consultant to receive or respond to submittals.

SCHEDULE D SCOPE OF SERVICES

10.3 Requests for Information Responses

Consultant, at the request of VWPM, will review and provide timely responses to the construction contractor's Requests for Information (RFI) to support the successful completion of the Project.

During the construction period, the construction contractor will submit RFIs to Valley Water pertaining to a variety of topics including, but not limited to requesting clarification, additional information or guidance concerning some aspects of the Contract Documents prepared by the Consultant, unforeseen site conditions, construction error correction, requesting equipment substitutions, or to propose alternatives or value-engineering proposals to the Contract Documents. RFIs related to Project design can also originate from Valley Water, regulators, and other entities.

- 10.3.1 Consultant must provide VWPM with written responses to RFIs, except for those related to substitutions, within five (5) working days unless otherwise agreed between Consultant and VWPM. If Valley Water approves a longer review period, VWPM will notify the contractor within this initial 5-day period.
- 10.3.2 Consultant must provide VWPM written responses to request for equipment substitutions within fifteen (15) working days after receipt of complete information.
- 10.3.3 In preparing its response to any RFI, Consultant will evaluate whether the response will result in changes to the requirements of the Contract Documents. If the Consultant's response to an RFI will change the requirements of the Contract Documents, Consultant must:
 - a. State in writing with Consultant's response to the RFI that the response to the RFI results in changes to the requirements of the Contract Documents.
 - b. Promptly notify VWPM and Valley Water's construction manager that the Consultant's response to the RFI results in a change to the requirements of the Contract Documents.
 - c. Notify VWPM and Valley Water's construction manager in writing of the conceptual construction cost opinion and/or schedule impact of the change and identify consequences if the change is not made.
 - d. Stamp and sign, (by an engineer or architect registered in the State of California), all new drawings and new technical specifications issued as part of a RFI response.
- 10.3.4 In no case shall the Consultant provide or authorize changes to the Contract Documents through RFI responses without prior approval by VWPM.
- 10.3.5 Upon VWPM's request, Consultant will assist VWPM in ascertaining any adjustment in the Contract Documents' contract time or construction contract sum resulting from Contract Documents modifications based on Consultant's response to an RFI.

SCHEDULE D SCOPE OF SERVICES

10.3.6 Consultant's RFI receipt date, RFI identification number, response date, and review action will be logged and tracked by Consultant independently of the log maintained by Valley Water's construction management team.

Task 10.3 - Deliverables

1. Memoranda in PDF presenting Consultant's responses to RFIs
2. Written notification of potential change orders due to RFI responses by Consultant
3. RFI documentation including drawings and specifications
4. Emails and verbal responses for input as requested by VWPM with email follow-up documentation for all verbal responses

Task 10.3 - Assumptions

1. For budgetary purposes and as the basis for this task's not-to-exceed amount, it is assumed that the Consultant will review up to 100 RFIs and follow-up RFIs during the construction period. The number of RFIs will depend upon the competency of the construction contractor.
2. RFIs related to the construction contractor's means and methods will be returned with the response that the construction contractor is responsible for means and methods, unless directed otherwise by VWPM.
3. Valley Water's construction manager will assign RFI numbers for tracking purposes.
4. Consultant will develop and use a standard response form for responding to RFIs.
5. Consultant will not be required to track RFI review labor hours or costs for individual RFIs, unless directed otherwise by VWPM.
6. Deliverables listed below to be posted to the Project Internet Based Project Management Work Flow System and no other transmission, electronic or hard copies will be required unless noted otherwise in this Scope of Work.
7. No special software or licensing will be required of the Consultant to receive or respond to RFIs.

10.4 Construction Change Order Assistance

Consultant will assist VWPM in reviewing and evaluating Potential Change Order (PCO) requests, Change Orders, and related activities. The origination of the change orders may come from Valley Water or the contractor.

10.4.1 As requested by Valley Water, Consultant will be required on an as-needed basis to design, write, or review change order documentation. Anticipated Consultant services may include: research and respond back to Valley Water whether work proposed by its construction contractor warrants the need for a change order and whether it should be considered as extra work; review of design calculations and intent; review of cost estimates.

10.4.2 If a Change Order is required as the result of the probable error or omission with respect

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to the services performed, the Consultant must prepare and submit to Valley Water, along with the Change Order documentation, a cost estimate for the value of Change Order Work. Only if determined by Valley Water that the Change Order was not due to an error or omission on the part of the Consultant, Consultant will be compensated for preparation of Change Order.

10.4.3 Contract Document clarifications for construction change orders will be submitted by Consultant to VWPM electronically (Microsoft Word/PDF/AutoCAD) unless VWPM provides prior approval to use hand-drawn mark-ups for specific changes. All new drawings and new technical specifications issued as part of a change order must be signed and stamped by an engineer or architect registered in the State of California.

10.4.4 Valley Water's construction manager will monitor and track PCOs. Consultant will review and comment on Valley Water's analysis of the reason for the PCOs and will provide independent input

Task 10.4 - Deliverables

1. Memoranda in PDF presenting Consultant's evaluation of PCO requests and construction contractor's change order proposals
2. Change order documentation including signed and stamped drawings and specifications, and cost opinions
3. Review comments on VWPM analyses of potential change orders
4. Emails and verbal responses for input as requested by VWPM with email follow-up documentation for all verbal responses

Task 10.4 - Assumptions

1. For budgetary purposes and as the basis for this task's not-to-exceed amount, 170 Consultant staff hours have been allocated for this effort.
2. Deliverables listed below to be posted to the Project Internet Based Project Management Work Flow System and no other transmission, electronic or hard copies will be required unless noted otherwise in this Scope of Work.
3. Minor clarifications to the construction Contract Documents shall not be considered change orders.
4. Prior to any final invoice submitted by Consultant, the Parties will meet and review costs associated with Change Orders resulting from potential errors and omissions.

10.5 Engineering Support for Dispute Resolution

Consultant will assist VWPM in the resolution of claims and disputes to support the successful completion of the Project.

10.5.1 Consultant will perform engineering investigations and analyses and provide recommendations to assist Valley Water in the resolution of construction contractor's claims and disputes or other matters that may arise during construction, as requested by

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VWPM. All of Consultant's investigations, analyses and recommendations will be summarized and provided in writing by Consultant, upon request by Valley Water.

- 10.5.2 Render written opinion/recommendations within 15 working days for claims, disputes and other matters in question between Valley Water and construction contractor.
- 10.5.3 Notify VWPM immediately if more time is required, for reasonable cause, to respond to dispute, claim or other matters. Consultant's request for time extension is subject to VWPM's approval as confirmed by email.
- 10.5.4 Document events and activities accurately to provide a reliable basis for investigation at a later date.
 - 10.5.4.1 Maintain documentation and records on all relevant decisions and facts relating to disputes on an ongoing basis.
 - 10.5.4.2 Maintain said records in an orderly manner and make available to Valley Water personnel upon request.
- 10.5.5 Analyze claims for additional compensation submitted by contractor and prepare responses.
- 10.5.6 When contractor files a notice of potential claim or dispute in accordance with the Contract Documents, Consultant will:
 - 10.5.6.1 Compile any formal data, and records which pertain to Consultant's services relating to such claim;
 - 10.5.6.2 Prepare a summary of the dispute, by issue, clearly stating the Consultant's position on each issue;
 - 10.5.6.3 Prepare a summary sheet with a chronological listing of events and/or items such as letters to contractor, meetings, etc., and a brief statement of content; and
 - 10.5.6.4 Document pertinent conversations with contractor.
- 10.5.7 Compile additional documents such as:
 - 10.5.7.1 Drawings, shop drawings and Technical Specifications with the areas in question highlighted or noted by other appropriate means.
 - 10.5.7.2 Correspondence between Consultant and contractor, Consultant and Valley Water, etc.
 - 10.5.7.3 Any other documentation that supports the position of the contractor and Consultant etc.
- 10.5.8 Prepare engineering sketches for PCOs or other purposes.

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10.5.9 Coordinate work with Consultant's design engineers.

10.5.10 Participate in the Project's Dispute Review Board (DRB) process, as specified in the Project Contract Documents, Standard Provisions, Section 3.13, Dispute Review Board, including but not limited to the following activities: reviewing contractor's dispute submittals and position papers; assisting Valley Water in preparing Valley Water's dispute submittals and position papers, including rebuttals or responses to contractor's submittals and position papers and DRB meeting presentations; attending DRB meetings and hearings; and reviewing and commenting on DRB-issued recommendations for resolution of disputes, and their potential impact on the Project schedule and budget.

10.5.11 Participate in Partnering Workshops as specified in the Project Contract Documents, Standard Provisions Section 3.15 Partnering.

10.5.11.1 Consultant's lead staff and Project engineer shall participate in an initial two-day partnering workshop and subsequent one-day workshops to be conducted on a quarterly basis, if requested by Valley Water, or by contractor and Valley Water agrees.

10.5.11.2 Prepare questionnaires and lists of issues and concerns prior to each workshop.

Task 10.5 - Deliverables

1. Email written opinions on construction contractor's claims and disputes
2. Other deliverables detailed under Task 10.5 Engineering Support for Dispute Resolution

Task 10.5 - Assumptions

1. For budgetary purposes and as the basis for this task's not-to-exceed amount, 128 Consultant staff hours have been allocated for this effort.
2. Meeting attendance by Consultant for dispute resolution will take place under Task 10.8 Engineering Site Support.
3. Professionals beyond the Consultant's Project team will not be required, unless otherwise directed via an approved Task Order.
4. Consultant's written opinions/recommendations on disputes, claims or other matters in question between VWPM and construction contractor are subject to the provisions of the construction Contract Documents.

10.6 Engineer-Of-Record's Project Record Drawings

Consultant will prepare Record Drawings. Record Drawings are necessary to accurately depict changes resulting from field conditions, design changes, Project scope changes, or other causes since the initial Construction Contract Drawings (or bid set) were adopted by Valley

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Water's Board of Directors and in accordance with the conformed Contract Documents prepared by Consultant, if any.

- 10.6.1 The construction contractor is required to keep at the Project site an accurately marked, full-size, legible, up-to-date electronic set of Contract As-Built Drawings for the work installed. The construction contractor will record, as the work progresses, changes to the original Contract Drawings. At completion of construction, and prior to the final acceptance of the work by Valley Water, the construction contractor will deliver this set of Contract As-Built Drawings along with these drawings in color in PDF format to VWPM.
- 10.6.2 Valley Water's construction manager will keep at the Project site an accurately marked, full-size, legible, up-to-date electronic set of Contract As-Built Drawings for the work installed. The construction manager will record, as the work progresses, changes to the original Contract Drawings.
- 10.6.3 Consultant will prepare and maintain a set of Engineer-of-Record's Project Record Drawings by marking up on the full-size (22" x 34") conformed drawings or redlining PDF conformed drawings with all changes and clarifications recommended by Consultant and accepted by VWPM during Project construction. Such changes may be the result of information that was approved in RFIs, change orders, or field memoranda written by the Consultant, as well as for other reasons.
- 10.6.4 The Engineer-of-Record's Project Record Drawings (one set) will be submitted to Valley Water Project Manager within 45 working days of Valley Water Project Manager's issuance of a Project completion letter to the contractor. Consultant will complete work on this subtask as construction progresses to aid completion of the entire drawing set within the time period stipulated.
- 10.6.5 Consultant will provide complete As-Built Record drawings within 45 working days of receipt of the documents listed below:
 - a. Construction contractor as-built drawings;
 - b. Valley Water construction manager as-built drawings; and
 - c. Consultant as-built drawings.

Task 10.6 - Deliverables

1. Final Engineer-of-Record's Project Record Drawings; 1 redline set of mark-ups in electronic PDF format
2. Final Project Record Drawings; 1 electronic copy in CAD format
3. Final Project Record Drawings; 1 electronic copy in half size PDF format

Task 10.6 - Assumptions

1. For budgetary purposes and as the basis for this task's not-to-exceed amount, it is assumed that the Consultant will update up to 290 sheets contained in the Conformed Drawing Set.
2. Marked up set of Contract As-Built Drawings are legible and complete.

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SCOPE OF SERVICES

3. No additional verification of the as-built information will be required.
4. Changes from the conformed drawings will be clouded with a revision triangle and the revision block filled out in accordance with Valley Water's standards.
5. Deliverables listed to be posted to the Project Internet Based Project Management Workflow System and no other transmission, electronic or hard copies will be required unless noted otherwise in this Scope of Work.

10.7 Schedule Review and Analysis

- 10.7.1 Consultant will review the construction contractor's baseline construction schedule and all subsequent schedule submittals, as requested by Valley Water to support the successful completion of the Project.
- 10.7.2 Consultant will assist VWPM in reviewing the construction contractor's baseline construction schedule and subsequent monthly updates every month. Consultant, in addition to Valley Water's construction management team and engineering staff, will advise if the construction contractor's schedule is consistent with the Contract Documents with emphasis on milestone dates and construction sequencing. Consultant review will not include an analysis of construction contractor's approach, means or methods of construction, safety programs, cost loading, or task durations.

Task 10.7 - Deliverables

1. Memoranda with comments on schedules posted to the Project Internet Based Project Management Work Flow System.

Task 10.7 - Assumptions

1. Construction contractor will provide copies of the schedule (in PDF, Microsoft Project or Primavera format) for review by Consultant. Consultant may need to provide Primavera or other commercial software for schedule review.
2. Review of the schedule may include cost loading.
3. Analysis of schedule changes due to change orders, weather delays, and construction claims will be performed by the construction management team. Consultant will assist the construction management team if requested by VWPM.
4. Construction contract duration is estimated to be twenty (20) months.
5. The construction contractor's as-built schedule will be reviewed by the construction management team, as well as Consultant.
6. One baseline schedule and up to twenty (20) monthly schedule updates will be reviewed by Consultant.

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7. Attendance by Consultant at meetings to discuss the schedule will be conducted according to Task 10.8 Engineering Site Support.

10.8 Engineering Site Support

- 10.8.1 Consultant will attend weekly meetings with Valley Water Project team, construction contractor and third parties, and provide engineering observation and monitoring services during critical construction activities to verify design assumptions and to provide interpretations of the design intent.
- 10.8.2 Consultant will provide an average of 2 days per week of onsite presence of a mechanical/civil resident engineer(s) at the job site throughout the duration of the construction project. The resident engineer(s) will assist VWPM as directed.
- 10.8.3 At a minimum, this Task will include:
- 10.8.3.1 Construction Meetings and Site Visits: if requested by VWPM or by Consultant with Valley Water's approval, Consultant will attend the pre-construction meeting, weekly progress meetings with construction contractor, partnering sessions, dispute review meetings, site visits, meetings with construction contractor and its subcontractors and suppliers, and technical meetings and workshops. Meetings, sessions, and workshops will occur at the Penitencia WTP, the construction contractor's on-site facilities or via video/teleconference.
 - 10.8.3.2 Geotechnical Services: the Project geotechnical subconsultant, will visit the Project site to observe the construction contractor's work on the foundations for the new facilities. Consultant will provide Valley Water written reports to document the geotechnical observations and transmit to VWPM via email.
 - 10.8.3.3 Factory Witnessing and Testing: the construction contractor is required to submit a written factory test for review by Consultant and Valley Water. At Valley Water's direction, Consultant will attend and witness factory tests for the following equipment, including but not limited to:
 - a. Process Control System (PCS) panels,
 - b. Medium voltage motors,
 - c. Adjustable Speed Drives (ASD), or
 - d. Motor Control Centers (MCC).
 - 10.8.3.4 Process Control System and SCADA Workshops: attend workshops/meetings led by the construction contractor's Process Control System Integrator and the construction contractor. Valley Water engineering and construction management staff may also participate in these workshops/meetings.
 - 10.8.3.4 Final Acceptance and Deficiency List Acceptance: upon VWPM's request, identify items which require further work by the construction contractor prior to final acceptance. Attend the Preliminary Final Inspection Meeting and Final

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SCOPE OF SERVICES

Inspection Meeting. Participate in the development of Project Acceptance Deficiency Lists.

10.8.3.5 Resident Engineer: provide mechanical/civil resident engineer(s) an average of 2 days per week at the job site throughout the duration of the construction project. Resident engineer(s) will provide the following services:

- a. On-site engineering support services at the request of VWPM.
- b. Review and respond to RFIs and submittals not requiring design engineers' input.
- c. Attend weekly construction meetings.
- d. Coordinate work with Consultant's key staff and subconsultants.

Task 10.8 - Deliverables

1. Field memoranda documenting observations during factory test witnessing.
2. Field memoranda documenting observations during Project site visits.
3. Field memoranda documenting geotechnical observations during Project site visits.
4. Listing of items noted at the Project site for the Project Acceptance Deficiency List.

Task 10.8 - Assumptions

1. Attendance by up to four (4) persons at the preconstruction meeting.
2. Attendance by up to two (2) persons at up to four (4) partnering sessions.
3. Attendance by Consultant's resident engineer at up to 80 weekly construction meetings in conjunction with the site visits, and attendance by one (1) additional Consultant staff at up to 40 weekly construction meetings.
4. Attendance by two (2) persons at up to a total of 5 instrumentation and controls, SCADA and related discipline meetings/workshops. Consultant attendance for up to 5 of these workshops/meetings will be by conference call.
5. Up to ten (10) one-day site visits for geotechnical observations of construction.
6. Up to one-hundred-and fifty-six (156) one-day site visits for resident engineering for on-site engineering support. The fee for the resident engineer task is included in the Site Visit task.
7. Up to forty (40) hours of witness factory tests.
8. Final inspection site visits by three (3) engineers for three (3) days each.
9. Attendance by one (1) person at each of the Preliminary Final Inspection Meeting and the Final Inspection Meeting.
10. Agenda and meeting minutes or notes will be by others.

SCHEDULE D

SCOPE OF SERVICES

10.9 System Testing and Start-Up Services

Develop a detailed start-up and testing plans and monitor the construction contractor's testing and start-up activities for selected equipment. Also provide services to assist Valley Water's construction management team with developing unit process optimization program; revise the plant Operations Plan; and prepare a Construction-to-Operations Report.

10.9.1 Consultant will develop detailed start-up and testing plans.

10.9.2 Consultant will monitor the construction contractor's system testing and start-up activities for the new equipment and systems including associated instrumentation and control equipment.

10.9.3 Consultant will develop an overall system optimization program. This may include developing procedures for testing and analyzing results.

10.9.4 Consultant will update the existing Operations Plan as required by the State of California Surface Water Treatment Regulations to reflect changes made to the unit processes, monitoring, startup and shutdown procedures and operating personnel and treatment plant staffing.

10.9.5 Consultant will prepare a Construction-to-Operations Report per Valley Water's QEMS instructions.

Task 10.9 - Deliverables

1. Draft and Final Detailed Start-Up and Testing Plans.
2. Draft and Final Unit Process Optimization Plan.
3. Field observation status reports as required by Valley Water—posted to the Project Internet Based Project Management Work Flow System after each visit.
4. Microsoft Word copies of draft and final of procedures to be used in a plant optimization plan
5. Draft and Final Revised Operations Plan.
6. Draft and Final Construction-to-Operations Report.

Task 10.9 - Assumptions

1. It is assumed that Consultant will assist Valley Water's construction manager with development of up to five (5) start-up and testing plans.
2. For determining the not-to-exceed fees for this Task it is assumed that up to thirty (30) site visits by an engineer will be made by Consultant to observe and monitor construction contractor's testing and start-up activities. These observations will be made in conjunction with other site visits whenever possible.
3. For determining the not-to-exceed fees for this Task it is assumed that a total of two hundred (200) hours of senior process engineers' time will be required to assist Valley Water in developing an overall treatment plant optimization program.

SCHEDULE D SCOPE OF SERVICES

4. Revisions to the Operations Plan will follow the same format and level of detail as the most current version.

10.10 Supplemental Services During Construction

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

- 10.10.1 Specific examples include the following:

- 10.10.1.1 Reviewing construction contractor's substitution and "or equal" requests.

- 10.10.2 **Additional Services.** Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 10.1 through 10.9 as Task 10.10 Supplemental Services, to include but not be limited to:

- 10.10.2.1 Additional meetings;

- 10.10.2.2 Additional time allotted for meetings or site visits;

- 10.10.2.3 Additional status/progress reports;

- 10.10.2.4 Additional phone conference calls;

- 10.10.2.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications;

- 10.10.2.6 Additional public outreach visual materials;

- 10.10.2.7 Additional submittal or RFI review;

- 10.10.2.8 Additional RFI review and request for equipment substitutions;

- 10.10.2.9 Additional construction change order preparation;

- 10.10.2.10 Attendance at additional partnering sessions;

- 10.10.2.11 Additional dispute resolution assistance;

- 10.10.2.12 Additional record drawing preparation;

- 10.10.2.13 Additional site engineering support;

- 10.10.2.14 Additional training classes;

- 10.10.2.15 Additional system testing and start-up services;

SCHEDULE D SCOPE OF SERVICES

10.10.2.16 Additional on-site monitoring.

7. Attachments

The following Schedule D Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

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**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$5,938,518** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown

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

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees
1	Project Management Services During Design	\$499,973
2	Preliminary Design	\$356,216
3	30% Design Document Preparation	\$734,300
4	60% Design Document Preparation	\$959,086
5	75% Design Document Preparation – Electrical and Controls	\$93,360
6	90% Design Document Preparation	\$646,965
7	Final Design Document Preparation	\$319,759
8	Bid and Award Services	\$33,238
9	Supplemental Services	\$564,285
10	Engineering Services During Construction	\$1,731,336
Total Not-to-Exceed Fees		\$5,938,518

3. Terms and Conditions

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

1. Valley Water will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
2. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as

**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

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

B. Reimbursable Expenses

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager (VWPM) will be billed on a monthly basis at actual cost plus 2.5% linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.
2. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
3. Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager (VWPM). For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager (VWPM) for a different type of vehicle.
4. Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost plus 5%. Consultant shall provide invoices for all such services regardless of cost. The 5% markup will be applied only once, either by the Consultant or by its subconsultants, subcontractors, or vendors.

- C. For staff with rates exceeding the rate of \$[RATE LIMIT]/hr, the Consultant must obtain written approval from Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. [NOT USED]

**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

D. Prevailing Wage Requirements

1. The Scope of Services described in Tasks 2 - 8 is considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See Standard Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
2. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in Valley Water's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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**SCHEDULE D
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant:	
Senior Technical Expert (Level 18 or 19)	\$295.00
Project Manager (Level 18)	\$295.00
Principal Professional 17	\$275.00
Principal Professional 16	\$255.00
Principal Professional 15	\$205.00
Principal Professional 14	\$190.00
Principal Professional 13	\$155.00
Principal Professional 12	\$150.00
Principal Professional 11	\$135.00
Senior Professional 10	\$120.00
Professional 7-8	\$85.00
Senior CAD (Level 12 or higher)	\$155.00
CAD Designer (Level 11 or lower)	\$130.00
Senior Administrator (Level 12 or higher)	\$130.00
Admin Assistant (Level 11 or lower)	\$95.00
Subconsultant(s):	
DCMS	
Cost Estimator	\$206.25
ENGEO Inc.	
Principal	\$295.00
Associate	\$277.20
Senior Engineer/Geologist	\$249.48
Project Engineer/Geologist	\$217.80
Staff Engineer/Geologist	\$182.16
GIS Analyst	\$138.60
Project Assistant	\$158.40

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**SCHEDULE D
ATTACHMENT TWO
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 **January 31, 2027**, unless, prior to its expiration, its term is modified by a written amendment hereto and signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management Services During Design	28
2	Preliminary Design	12
3	30% Design Document Preparation	14
4	60% Design Document Preparation	18
5	75% Design Document Preparation – Electrical and Controls	20
6	90% Design Document Preparation	22
7	Final Design Document Preparation	24
8	Bid and Award Services	28
9	Supplemental Services	Term of Agreement
10	Engineering Services During Construction	52

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**SCHEDULE D
ATTACHMENT THREE
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)
Michael Price	18	Project Manager	1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925-627-4712 (office) 925-818-6850 (cell) michael.price@stantec.com
William Taplin	16	Project Engineer	1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925-627-4713 (office) 925-963-1626 (cell) william.taplin@stantec.com
Jenny Hartfelder	16	Deputy Project Manager	1560 Broadway, Suite 1500 Denver, CO 80202 303-291-2174 (office) 303-909-8003 (cell) Jenny.hartfelder@stantec.com
David Whitbeck	14	Mechanical Engineer	1687 114th Avenue SE Suite 100 Bellevue, WA 98004 425.896.6920 David.whitbeck@stantec.com
Joshua Dela Cruz	14	Electrical Engineer	1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925.627.4522 Joshua.delacruz@stantec.com
Craig Wilcox	19	Structural Engineer	1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925.683.4630 Craig.wilcox@stantec.com
Phil Atkinson	16	I&C Engineer	3301 C Street Suite 1900 Sacramento, CA 95816 916.407.9012 Philip.atkinson@stantec.com
Stephen Chavez	17	Constructability	3301 C Street Suite 1900 Sacramento, CA 95816 916.869.8989 Stephen.chavez@stantec.com
Billy Wong	17	Construction and Startup	1340 Treat Blvd., Suite 300 Walnut Creek, CA 94597 925.899.1013 Billy.wong2@stantec.com

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

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

Firm	Project Role	Contact Information (Address, Phone and Email)
ENGEO Incorporated	Geotechnical	Neel Neelakantan 500 Sansome St., Suite 402 San Francisco, CA 94111 415-981-9950 (office) neel@gtcgeotech.com
DCMS, Inc.	Cost Estimating, Construction Review	Sherman Honeycutt, PE 244 California St., Suite 501 San Francisco, CA 94111 925.980.8590 Sherman.honeycutt@design-cm.com

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**SCHEDULE D
ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA) (FC 1650 or FC 1882)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Santa Clara Valley Water District (Valley Water) Water Treatment Improvement Project – Stage 2 PWTP Plant Water System Technical Memorandum by Carollo Engineers, December 2002
4	Santa Clara Valley Water District (Valley Water) Penitencia Water Treatment Plant As-Builts, July 2002
5	Santa Clara Valley Water District (Valley Water) Water Treatment Improvement Project – Stage 2 Geotechnical Memorandum by Harza Engineering Company Inc., November 2000
6	Santa Clara Valley Water District (Valley Water) Water Treatment Improvement Project – Stage 2 Washwater Equalization and Clarification Technical Memorandum by Carollo Engineers, June 2000

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