



STANDARD CONSULTANT AGREEMENT

(For Capital Consultant Contracts)
Terms and Conditions + Schedule P (Planning/Pre-Design) Template
Rev. A [09/01/2015-06/30/2016]

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

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

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

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance.

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

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

- 3. Licensing.** Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11, Standard of Care. Examples of such Services include those performed by: California State Licensed Contractors, Professional Engineers and Architects, Inspectors, and Surveyors. Consultant shall make available upon District's request, documentation of qualifications and licensing of personnel performing Services described herein. Consultant must be registered with the California Department of Labor Standards Enforcement if the Services or a portion thereof is determined to be 'public works' pursuant to California Labor Code section 1720(a)(1).
- 4. District's Approval of Deliverables.** Deliverables prepared by Consultant, notwithstanding acceptance and approval by District, which District determines must subsequently be modified due to errors or omissions, will be corrected at no additional cost to District. Deliverables prepared by The Board of Trustees of the Leland Stanford Junior University ("Stanford") or The Regents of the University of California, on behalf of its Berkeley Campus ("UC Berkeley") are research results. Any approval requirements of Stanford or UC Berkeley's deliverables are limited to a general technical review to ensure that the work has been completed and documented. Acceptance and approval of Stanford or UC Berkeley deliverables will not be withheld based on differences of scientific opinion between the District, Consultant and Stanford or UC Berkeley with regard to research conclusions.
- 5. Errors and Omissions.** The Services may include preparation of deliverables by Consultant which will be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction contract documents to the extent caused by Consultant's negligent acts, errors, or omissions. Notwithstanding the foregoing, Consultant is not liable for any errors or omissions of any deliverables that Stanford or UC Berkeley prepared as a subconsultant pursuant to this Agreement. District acknowledges that Stanford and UC Berkeley are academic research institutions and any results and materials of its research are provided "as is" and without any warranties, expressed or implied.
- 6. District Standardization Requirements.**

 - A. Consultant shall perform the Services utilizing District nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and AutoCAD software that is compatible with the District Microsoft Office software and AutoCAD software used at the time(s) the District issues a notice-to-proceed pursuant to this Agreement.
 - B. Engineering drawings prepared by Consultant must be in compliance with the District's CADD and drafting standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with the District's CADD software. Prior to acceptance, the District reserves the right to test the submitted CADD files to verify that

the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the Consultant.

7. Consultant Key Staff and Subconsultants.

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

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

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

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

9. Occupational Safety and Health.

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

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

11. Standard of Care.

- A. Consultant must possess and maintain during the term of this Agreement, all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are

generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such services are rendered.

- B. Subject to Section Two, subsections 4 and 5, Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8, Compliance With All Laws.
- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8, Compliance With All Laws.

SECTION THREE

DUTIES OF DISTRICT

1. **Available Data.** The District will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the Schedule(s). The District will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. The District is not responsible to provide the data and information that it does not possess.
2. **Review of Deliverables.**
 - A. The District will designate a Project Manager (District Project Manager) for purposes of administering and managing this Agreement.
 - B. The Consultant's progress in completing the Services will be reviewed by the District's Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of the District.
 - C. Consultant must notify the District in writing when it completes each deliverable described in the Schedule(s) and provide the District with such deliverable. Subject to Section Two, subsection 4, deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by District. Within thirty (30) calendar days of receipt of each deliverable, the District will either (i) notify Consultant that the District accepts the deliverable, or (ii) notify the Consultant that the deliverable is not acceptable and must be revised.
 - D. If the District advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to the District, those deficiencies as soon as possible and shall notify the District upon completion of the revised deliverable and submit to the District. Correction of deliverables, at no cost to the District, is not applicable to deliverables prepared by Stanford or UC Berkeley since such deliverables are provided "as is" and without any warranties.

The District will then review the revised deliverable and within thirty (30) calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient

deliverables will be revised at no cost to the District and this process will continue until Consultant has corrected all deficiencies identified by District.

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

- 3. **Access to District Facilities.** The District will facilitate access to District facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

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

authorized by the District, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices.

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

- b. A look ahead schedule listing deliverables and activities planned for the next 2 months;
 - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
 - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
 - e. For any proposed change to the scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
 - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Billing statements, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall send all invoices to:
- Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice contains the following information:
- I. Agreement Number
 - II. Full Legal Name of Consultant/Firm

III. Payment Remit-to Address

IV. Invoice Number

V. Invoice Date (the date invoice is mailed)

VI. Beginning and end date for billing period that services were provided

- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in Attachment One to the Schedule(s), Fees and Payments, to the Schedule(s), which applies to the specific scope of Services.
- H. District's Project Manager will review Consultant's written invoice within five (5) District business days of receipt, address any questions with Consultant's Contact/Project Officer and approve the undisputed amount of the invoice within ten (10) working days of receipt of the invoice. District will pay undisputed invoice amounts within thirty (30) calendar days from date invoice is received by District's Project Manager.
- I. Consultant's services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

3. Prevailing Wages.

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

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

SECTION FIVE

SCHEDULE OF COMPLETION

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. **Term & Automatic Termination.** This Agreement encompasses all Services that Consultant is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be provided and expenses cannot be incurred within said total compensation limit and the applicable Not-to-Exceed Fees of any Task Order.
2. **District Rights.**
 - A. Suspension: District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within ninety (90) days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-To-Proceed or Task Order.
 - B. Termination for Convenience: Either Party may terminate all or part of this Agreement or any Task Order at any time for its convenience with thirty (30) days advance written notice to the other Party. Consultant will include this Termination for Convenience requirement in its subcontract agreement with Stanford and UC Berkeley. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3, Consultant's Compensation Upon Termination or Suspension.
 - C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within thirty (30) days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
 - D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
 - E. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.
3. **Consultant's Compensation Upon Termination or Suspension.** In the event of termination of this Agreement or any Task Order, or suspension of Services by District, Consultant shall receive compensation based on satisfactory performance, accepted by the District, as follows:

- A. For Direct Labor—Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination.
 - B. For Other Direct Costs and Expenses—Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination and all authorized expenses incurred to demobilize from the Project after the date of termination.
 - C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.
4. **Survival.** The terms and conditions of this Agreement, that by their context and a standard of reasonableness, are intended to survive termination, suspension, completion, and expiration of this Agreement, shall survive, including but not limited to, the following Sections and subsections: Independent Contractor Status, Confidentiality, Indemnification, Insurance Requirements, and Dispute Resolution as well as any Consultant representations and warranties.

SECTION EIGHT

INDEMNIFICATION

Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend and hold harmless the District, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses for bodily injury, including death, or damage to real or tangible personal property to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct. The foregoing does not limit any strict liability imposed onto the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP & REUSE OF DELIVERABLES

- 1. **District Ownership.** Except for deliverables and other material prepared by Stanford and UC Berkeley, all deliverables and other materials prepared by Consultant (either directly or through its contractors), including computer programs and media developed by the

Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of the District following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven, Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of the District. Consultant will provide the District with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients. In regards to deliverables prepared by Stanford and UC Berkeley, Consultant shall secure a right from Stanford and UC Berkeley to grant, the District a perpetual, non-exclusive, royalty-free license to distribute, transmit, display, store, translate, create derivative works from and otherwise use the deliverables in any form, manner, format, or medium for non-commercial purposes.

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. **Equal Opportunity Employer.** The Santa Clara Valley Water District is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, the Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment, in the recruitment, hiring,

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

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. **Entire Agreement.** This Agreement, which includes the terms and conditions, the Schedule(s), the Attachments to the Schedules, and the attached Appendices, represents the entire understanding between the Parties hereto relating to the Services described in this Agreement and supersedes any and all prior proposals or agreements, whether written or oral, that may exist between the Parties. This Agreement may not be modified or amended except in writing as stated herein. To the extent that any Schedule conflicts with this Agreement, this Agreement shall control.
2. **Formation of Agreement.** Formation of an Agreement between the Parties requires accomplishment of the following: (1) execution of the Agreement by Consultant; (2) submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents; (3) submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable; (4) submission by the Consultant of the QEMS Awareness certification (See Attachment Four to the Schedule(s), Reference Materials); (5) submission by the Consultant, and acceptance by

the District, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable; (6) submission by the Consultant, and acceptance by the District, of a Health and Safety Plan, if applicable; (7) any other requirements that are deemed necessary by the District, and (8) execution of the Agreement by the District. No contract between the Parties is formed until all eight actions items have been accomplished to the satisfaction of the District. The District Project Manager will not issue a Notice-to-Proceed until all required documents have been submitted and accepted by the District, if applicable.

3. No Assignment.

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

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

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

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

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

negligence or fault, labor disputes, war, or failure of the other Party to provide data that it is required to provide pursuant to this Agreement.

8. **Binding Effect.** This Agreement is binding on the heirs, executors, administrators, successors and assigns of the Parties.
9. **Choice of Law and Venue.** The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
10. **Confidentiality.**
 - A. Due to the nature of the services the Consultant will provide pursuant to this Agreement, there may be disclosures made to the Consultant of detailed information about the District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
 - B. The Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately. Consultant will not remove any "Confidential" or similar markings on documents received from the District.
 - C. In the event the Consultant receives such restricted or confidential information, the Consultant will limit access to the information to only those of the Consultant's employees, its subcontractors and its Subconsultants authorized by the District to have the information. The receiving party reserves the right to refuse receipt of confidential information.
 - D. Consultant will notify the District immediately of any request by any third party to have access to confidential information, and will not disclose the requested information without first receiving express written authorization from the District.
 - E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.
11. **Release of Information Prohibited.** Neither Party may identify the other in any products, publicity, promotion, promotional advertising, websites, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of the other Party or its entities, whether registered or not, or use the name, title, likeness, or statement of any, employee, or student, without prior written consent of the appropriate office responsible for external communications. Any such permitted use of a Party's name shall be limited to statements of fact and shall not imply endorsement by that Party of the other's products or services. Stanford and UC Berkeley's shall have the right to publish the results of and disseminate information pertaining to the research conducted under this Agreement.

12. Conflict of Interest.

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to the District, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
 - I. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement shall file with the District in a manner prescribed by the District Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within thirty (30) calendar days of the effective date of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant hiring, adding or promoting to a designated filer position employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - II. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District an amendment to their Form 700 any time there is a change to their disclosure information.
 - III. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform services pursuant to this Agreement that filed an Assuming Office Statement shall file with the District an Annual Statement in a manner prescribed by the District during the District's annual filing season as determined by the District;
 - IV. Consultant employees, officers, agents, subconsultants, and subcontractors assigned to perform Services pursuant to this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by the District a Leaving Office Statement with the District when one of the following occurs:

- a. Upon termination of this Agreement; and
 - b. Within thirty (30) calendar days of Consultant employees, officers, agents, subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).
- V. Consultant understands and agrees that its employees, officers, agents, subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code Sections 81000 et. seq. and Government Code Section 1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that employee(s), officer(s), agent(s), subconsultant's, and subcontractor's person from the Project and provide a replacement acceptable to the District.
- VI. Further, the failure of Consultant's employees, officers, agents, subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by the District is deemed a material breach and may result in termination of the Agreement for cause.

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

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

Appendix One to the Standard Consultant Agreement, Additional Legal Terms (Appendix One) and the Consultant's authorized representative.

- II. The Consultant must not commence performance of work or services on a Task Order until it has been approved by the District's authorized representative and notice to proceed has been issued by the District's Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.
- 14. Good Neighbor.** The District always strives to be a good neighbor to the community adjacent to its facilities. The Consultant will ensure that disturbance to neighbors is minimized. The Consultant, its staff, and Subconsultants will always interact with the members of the public in a polite and professional manner.
- 15. District Quality Environmental Management System (QEMS) Awareness.** As an on-site provider of services that has the potential to result in significant environmental impacts, Consultant is required to review the QEMS Fact Sheet, which is incorporated herein by this reference hereto (Attachment Four to the Schedule(s), Reference Materials), with any of the employee(s), subcontractor(s), and/or Subconsultant(s) (Staff) performing Services on behalf of the District, and make Staff aware of the District's Quality and Environmental Policy and their role and responsibility in achieving conformity with the expectations.
- 16. Governmental Permits and Notifications.** Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify the District if any such permit or approval lapses, or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in the District's name, Consultant shall promptly so inform the District and shall assist the District in obtaining such permits or approvals.
- 17. Taxes and Benefits.** Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.
- 18. Nonwaiver of Rights.** The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms of this Agreement will not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.
- 19. Notices.** Unless otherwise specified in this Agreement, all requests for written approval or legal notices must be sent to the representatives below. All notices will be deemed to have

been given when made in writing and when delivered or mailed to the representatives of the District and the Consultant at their respective addresses as follows:

DISTRICT:

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

CONSULTANT:

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

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

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


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

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

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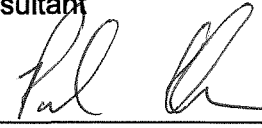
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date it is fully executed by the Parties.

SANTA CLARA VALLEY WATER DISTRICT
"District"

By: 
Norma J. Camacho / *NORMA CAMACHO*
Acting CEO
Interim Chief Executive Officer

Date: 11/14/16

GHD INC.
"Consultant"

By: 
Paul Hermann
Principal

Date: 11/8/16

Firm Address:

175 Technology Drive, Suite 200
Irvine, CA 92618

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

- 1. Conflict of Interest—Future Services.** Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not submit a proposal: (i) for any contract to be awarded for design, construction management or the construction of any project that is related to the services provided pursuant to this Agreement; (ii) in response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or (iii) for any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.
- 2. Dispute Resolution.** If a dispute occurs between the Parties as a result of this Agreement, then the Parties agree to use the Dispute Resolution process outlined in Appendix Two of the Standard Consultant Agreement, Dispute Resolution.
- 3. Small Business Enterprise (SBE) Participation.** This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 7.5% percent or more of the Total Not-to-Exceed Fees stated in Attachment One, Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.
- 4. Task Order Approvals.**
 - A. Task Orders are subject to approval by the District's Water Utility Capital Division Operating Officer unless delegated to the Unit Manager.
 - B. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$ 150,000.
 - C. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District.

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

1. Consultant's Questions and Concerns.

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

2. Dispute Resolution.

A. Alternate Dispute Resolution (ADR)

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

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

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

3. Negotiations Before and During Mediation.

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

4. Voluntary Mediation.

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

D. Qualifications of a Mediator

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

E. Before accepting an appointment, the prospective mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with

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

the Parties. Upon receipt of such information, the Parties will confer and decide whether to select another mediator.

F. Vacancies

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

G. Representation

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

H. Time and Place of Mediation

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

I. Identification of Matters in Dispute

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

J. Authority of Mediator

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

K. Privacy

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

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

L. Confidentiality

Except as provided by California or federal law or regulation:

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

M. No Stenographic Record

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

N. Termination of Mediation

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

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

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

5. Compensation for Participation in Mediation.

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

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

Task Order No. _____

Title: _____

Agreement: Standard Consultant Agreement _____ (“Agreement”) Between the Santa Clara Valley Water District (“District”) and _____ (“Consultant”), dated Month, Day, Year e.g. January 1, 2015.

District Project Manager: _____

Consultant Project Manager: _____

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

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

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

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to the District.
6. The Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the terms and conditions of the Agreement.
7. Signatures:

Signature:

NAME OF CONSULTANT FIRM
Print Name
Print Title

DATE

Signature:

SANTA CLARA VALLEY WATER DISTRICT
Print Name
Print Title

DATE

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

Please refer to the insurance requirements listed below.

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

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

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

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

REQUIRED COVERAGES

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

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

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed pursuant to 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.

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

- f. If the standard ISO Form wording for “OTHER INSURANCE,” or other comparable wording, is not contained in Consultant’s liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by the District, its Directors, officers, employees, agents or volunteers must be in excess of Consultant’s insurance and must not contribute to it.

2. Business Auto Liability Insurance with coverage as indicated:

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

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

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

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

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than \$500,000 per occurrence/event.
- b. Coverage shall include contractual liability.
- c. If coverage is claims-made:
 - (1) Certificate of Insurance shall clearly state that the coverage is claims-made.
 - (2) Policy retroactive date must coincide with or precede the Consultant’s start of services (including subsequent policies purchased as renewals or replacements).
 - (3) Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - (4) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.

4. Workers’ Compensation and Employer’s Liability Insurance.

- a. Statutory California Workers’ Compensation coverage covering all work to be performed for the District.
- b. Employer Liability coverage for not less than \$1,000,000 per occurrence.
- c. In accordance with the provisions of Section 3700 of the California Labor Code, Consultant is required to secure Workers’ Compensation insurance for its employees. Consultant must obtain and keep in full force and effect Workers’ Compensation insurance necessary in connection with the performance of this Agreement to protect Consultant and its employees pursuant to the Workers’ Compensation Insurance and

APPENDIX FOUR TO THE STANDARD CONSULTANT AGREEMENT INSURANCE REQUIREMENTS

Safety Act, including coverage pursuant to United States Longshoremen's and Harbor Worker Act, when applicable. Such insurance must be in a standard form and relieve the District of all responsibility. Prior to performing the Scope of Services, Consultant must provide the District with a certificate(s) of insurance evidencing that said requirements are fully in effect in addition to the requirements.

GENERAL REQUIREMENTS

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

- 1. Additional Insured Endorsement(s):** Consultant *must* provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc., arising out of the named insureds' activities and services. Other public entities may also be added to the additional insured endorsement as applicable and the Consultant will be notified of such requirement(s) by the District.

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable.)
- 2. Primacy Clause:** Consultant's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
- 3. Cancellation Clause Revision:** The Certificate of Insurance **MUST provide Thirty (30) days notice of cancellation, (ten (10) days notice for non-payment of premium).** **NOTE: The standard wording in the ISO Certificate of Insurance is *not* acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: ". . . endeavor to . . ." AND ". . . but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
- 4. Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
- 5. Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 6. Subconsultants:** Some of the services pursuant to this Agreement are sublet. Notwithstanding Table IV to this Appendix Four, Subconsultants Insurance Requirements,

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

the Consultant must require each of its Subconsultants of any tier to carry the aforementioned coverages, or Consultants may insure Subconsultants pursuant to its own policies.

- 7. Amount of Liability Not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
- 8. Coverage to Be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
- 9. Waiver of Subrogation:** Consultant agrees on to waive subrogation against the District to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
- 10. Non-Compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.
- 11. Please mail the certificates and endorsements to:**

**Luisa Sangines, Senior Engineer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note:

**Luisa Sangines, Senior Engineer
CAS No. 4691**

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

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**SCHEDULE P
SCOPE OF SERVICES**

1. Representatives.

A. The District Project Manager (DPM) for this Agreement is:

Luisa Sangines
Senior Engineer
Recycled and Purified Water Program
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: (408) 630-3124
E-mail: lsangines@valleywater.org

Hossein Ashktorab
Recycled and Purified Water Program Unit Manager
Water Supply Division
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: (408) 630-2291
E-mail: hashktorab@valleywater.org

Garth Hall
Division Deputy Operating Officer
Water Supply Division
Santa Clara Valley Water District
5750 Almaden Expressway,
San Jose, CA 95118-3638

Phone: (408) 630-2750
E-mail: ghall@valleywater.org

Unless otherwise provided in this Agreement, all correspondence to the District shall be addressed to the District Project Manager.

B. The Consultant's Contact and Principal Officer for this Agreement are:

Jamal Awad (Consultant Project Manager)
Principal Manager- Project Delivery & Client Services
175 Technology Drive Suite 200
Irvine, CA 92618

Phone: (949) 585- 5235
E-mail: jamal.awad@ghd.com

SCHEDULE P SCOPE OF SERVICES

All District questions pertaining to this Agreement shall be referred to the Consultant's Project Manager. All correspondence to Consultant shall be addressed to the address set forth above.

The Consultant's Principal Officer for this Agreement is:

Paul Hermann (Consultant Principal Officer)
Principal/ Vice President
175 Technology Drive Suite 200
Irvine, CA 92618

Phone: (949) 585-5217
E-mail: paul.hermann@ghd.com

2. Scope of Services.

This Schedule P, Scope of Services describes the professional planning or pre-design services to be performed by Consultant for the District's **Reverse Osmosis Concentrate Management Plans** (Project). The District may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for environmental permitting support, design and/or construction phase engineering support services. The District reserves the right to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize District staff to perform such services.

3. Project Objectives.

The process of water purification using advanced technologies, such as reverse osmosis, generates a concentrated stream with high salt content. Proper management of the concentrated stream is one of the biggest challenges that potable water reuse has to overcome to be viable. The overall objective of this project is to address this challenge by developing comprehensive Reverse Osmosis Concentrate Management Plans (ROCMPs) for the expansion of the Silicon Valley Advanced Water Purification Center (SVAWPC) and additional Advanced Water Purification Facilities (AWPFs) to be potentially located in South San José, Palo Alto, Sunnyvale, and Gilroy.

4. Project Background.

The District manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 1.8 million residents and businesses. The District effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy five) miles of streams.

In addition, the District also collaborates with the four recycled water producers in the County (City of Palo Alto, City of Sunnyvale, South Bay Water Recycling, and South County Regional Wastewater Authority) to expand non-potable recycled water use and, more recently, to develop potable reuse projects using purified water. Non-potable recycled water

SCHEDULE P SCOPE OF SERVICES

currently comprises about 5 percent of county water supplies. The District goals with respect to potable reuse are 1) to supply at least 20,000 acre-feet per year (AFY) by the year 2020, and 2) to supply up to 45,000 AFY by the year 2025.

In December 2014, the District and the City of San José completed a joint effort to prepare the South Bay Water Recycling Strategic and Master Planning Report (Master Plan). The Master Plan evaluates the potential for recycled water produced at Recycled Water Facilities (RWFs) to play a more significant role in regional water supplies over the next 20 years. The Master Plan includes both non-potable projects using recycled water and potable reuse projects using purified water produced at a purification center employing advanced technologies such as Microfiltration (MF), RO, and Ultraviolet disinfection (UV)/Advanced Oxidation Process (AOP). In addition, the Master Plan identified a couple of key components for the potable reuse projects, including ROCM.

Recently, the District initiated efforts to evaluate expediting the Master Plan's 20-year phased projects and complete the majority of the projects within the next four years. The goal of these projects is to protect the region's groundwater supply and reduce the devastating impacts of subsidence in the region, as well as to increase the reliability of the County's water supply by using locally controlled, drought proof potable reuse.

In collaboration with other recycled water producers in the Santa Clara County (City of Palo Alto, City of Sunnyvale, San José/Santa Clara Regional Facility, and South County Regional Wastewater Authority), the District is evaluating potentially expanding the production capacity of the SVAWPC from 8 million gallons per day (mgd) of purified water to 32 mgd of purified water and constructing additional AWPFS in the County.

The SVAWPC employs MF, RO, and UV and the above proposed purification facilities will likely employ the same set of treatment processes (AOP may be used as well). Purification facilities using RO lead to the generation of a RO concentrate containing the salts and organic contaminants rejected by the RO membranes; the RO permeate will typically have a TDS of less than 100 parts per million (ppm) while the RO concentrate will typically have a TDS of between 3,000 ppm and 10,000 ppm. In addition to a relatively high concentration of salts, the RO concentrate also contains dissolved organic carbon, dissolved metals, and pathogens.

The District has studied various alternatives for managing the RO concentrate from these AWPFS and the following have been determined (either alone or in combination) to be the most feasible at this time:

1. Discharge to a sewer line that goes to a regional wastewater treatment plant (WWTP).
2. Discharge to the Bay with dilution water (with effluent from a WWTP or stormwater).
3. Natural and engineered wetlands for the treatment of RO concentrate.
4. Use of existing shallow-water and deep-water outfalls, including an analysis of existing toxicity and NPDES permits currently in place for any outfall selected for evaluation.
5. Feasibility of a new NPDES permit for discharge to an existing outfall.

SCHEDULE P SCOPE OF SERVICES

6. Discharge to a new shallow or deep Bay outfalls.
7. Pre-treatment methods for RO concentrate prior to discharge into wetlands, Bay outfall, or other location.
8. Inland-based ROCM options such as evaporation ponds, zero liquid discharge, and emerging technologies.
9. Discharge outfall.
10. Treatment of metals, nutrients, and organics in the concentrate to produce a high quality brackish supply that can be used for habitat restoration close by the facility.

5. General Assumptions and Requirements.

The following is a list of general assumptions:

- A. Manage Scope of services.** The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project requirements.
- B. Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- C. Review of Deliverables.** The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.
- D. District Quality Environmental Management System.** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. If requested, the Consultant will perform some of the contract tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the DPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the production of deliverables.
- E. Consultant Responsibility.** Consultant, with its expertise in the provision of the listed services, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Article 2, Scope of Services.

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F. Document Control. The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.

G. File Exchange Service. Consultant will provide a file exchange service to facilitate communications; particularly of large files over three (3) megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to work with District's Information Technology Unit to address any firewall issues and/or permissions required to allow for these communications.

H. Project-Specific Assumptions and Requirements.

1. Monthly One-on-One Meetings with District will be conducted via conference calls, unless they coincide with other project onsite activities by Consultant's Project Manager.
2. Consultant will assist with the coordination, preparation and participation of public outreach activities, with the District to be the lead for this task.
3. It is assumed that the District will provide all relevant drawings, studies, reports, and water quality data to assist in the delivery of this project.
4. Consultant has not made any allowance for dilution modeling. It is understood that the modeling has been undertaken by RMC, with the scope referring to near-field effects being determined by application of the Bay Delta model. Subject to the resolution of the model, there may also be some benefit in applying a turbulent mixing model such as Cormix, for which no allowance has been made.
5. Facilitation of workshops will be by the District, with the attendance of key stakeholders required.
6. The shortlisted number of alternatives for the AWPFS are as follows:
 - Site 1 (Gilroy)—up to 2 options
 - Site 2 (South San Jose)—up to 2 options
 - Site 3 (SVAWPC)—up to 3 options
 - Site 4 (Palo Alto)—up to 3 options
 - Site 5 (Sunnyvale)—up to 3 options
7. The shortlisted options for each AWPFS will be further developed in Task 4. For AWPFS at SVAWPC, Palo Alto, and Sunnyvale, an engineered wetland option, with or without ROC pretreatment by advanced oxidation (AOP) will be included. The definition of this option will be based on the results of the pilot testing in Task 4.1.

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8. District will provide infrastructure for the AOP/Wetland demonstration testing, including power, sanitary facilities ROC from the Advanced Water Purification Center, secure space, and discharge for the pilot engineered treatment wetland effluent. District will secure the site by fencing or other appropriate means.
9. Provisional sums for a total of \$150,000 are included in the fee estimate to allow for the rental of the AOP equipment (\$50,000) and the installation of the temporary Engineered Wetland (\$100,000). The provisional sum for the Engineered Wetland temporary installation includes preliminary design drawings (up to 2 sheets) and tabulated specification sheets.
10. Operation and water quality monitoring of the wetland is part of this scope. The set of water quality parameters to monitor, and the monitoring frequency, will be agreed upon in consultation with the District; parameters will primarily include Contaminants of Emerging Concern (CECs) and other ancillary parameters such as organic contaminants, nutrients, metals, and toxicity. The testing may include the effect of system parameters (e.g., installation of bio-barriers to enhance nutrient removal) and seasonal variations.
11. The laboratories of the Berkeley and Stanford will be used for sample analysis (including representative CECs general water quality parameters, dissolved organic carbon (DOC), major anions, and trace organics). The cost of water quality analyses not currently supported by these laboratories will be the responsibility of the District.

6. Planning Phase Tasks.

TASK 1—PROJECT MANAGEMENT

Task 1.1—Project Execution Plan

The objective of this task is to establish a framework for project delivery, understand project needs, and objectives to ensure that the works are planned, managed, tracked, resourced, executed and reported efficiently. Consultant will develop a Project Execution Plan that will summarize and define:

- Resource plan
- Study program
- Project deliverables
- Project staff authorization and roles
- Project communications protocol (internal and external)
- Project management systems for cost control, documentation control (including document transfer protocol), and scope control
- Detailed Project Schedule, including project milestones

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The document will be used by project team members to ensure all are aware of their roles, responsibilities, deliverables required and schedule, and the systems that are in place to monitor, control and aid in the project development.

1.1.1 Project Inception Meeting

Consultant will undertake a project inception meeting after notice to proceed has been issued. During this meeting, Consultant will:

- Confirm the overall goals and project objectives of the District.
- Confirm protocol for all communication (internal and external) and document submission.
- Confirm team members, roles and responsibilities.
- Request for Information.
- Discuss preliminary selection of AWPf sites and agree on number and timing of site inspections.
- Agree on methodology proposed to deliver the project requirements.
- Confirm agreed deliverables and milestones.

Deliverables:

1. Project Execution Plan (Draft, and final).
2. Detailed Project Schedule, including project milestones.
3. Meeting agenda, minutes and presentation.
4. Request for Information.

Task 1.2—Client Workshops

Consultant will organize, prepare, and participate in client workshops with the District, sub-consultants, and regulatory agencies at different stages of the project as follows:

- Problem Definition, Business Drivers and Multi Criterion Analysis (MCA) Criteria and Weightings Workshop (Task 2.2)
- Concept Alternatives Presentation and MCA Workshop (Task 3.2)
- Feasible Alternatives Presentation and MCA Workshop (Tasks 4.2 to 4.6)

Deliverable:

Agenda and presentation materials summaries and minutes for all workshops.

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Task 1.3—Monthly One-on-One Meetings with District

During the one-on-one meetings, Consultant will provide:

- An update of completed tasks and planning for following task.
- Any issues surrounding the project status (program).
- Technical issues / resolution as well as identify key project risks and its mitigation strategies.
- Updated project schedule.

One on One Meetings with the District will be conducted via conference calls, unless they coincide with other project onsite activities by Consultant Project Manager.

Deliverable:

Summary of status update for each task, project related issues, and list of action items.

Task 1.4—Coordination and Communication with External Agencies

The District will be the lead for coordination and communication with external agencies. The Consultant will coordinate and communicate with regulatory or other agencies, with District approval. A total of 44 hours were allocated in the budget for this task.

Deliverables:

1. Presentation materials.
2. Attendance of meetings when needed.

Task 1.5—Public Outreach

Consultant will coordinate, prepare and participate in public outreach activities, with the District to be the lead. Consultant will prepare presentation materials, attend meetings, and prepare graphic materials. A total of 32 hours were allocated for this task.

Deliverables:

1. Presentation material.
2. Attendance of meetings when needed.

Task 1.6—Project Management and Controls

Consultant will perform internal QA reviews, at various project milestones. This task also includes preparation of work activities plans and frequent reporting to the District Project Manager

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Deliverable:

Project status updates.

TASK 2—PROBLEM DEFINITION

Task 2.1—Review Existing Information

The objective of this task is to review and collate available existing and new information and identify knowledge gaps and opportunities for future research and collaboration.

Assumptions:

The District will provide all relevant drawings, studies, reports, and water quality data relevant to this project. The five AWPfS considered are:

- Site 1—Purification facility for South County Regional Wastewater Authority, Gilroy
- Site 2—Satellite purification facility in South San Jose
- Site 3—Expansion of the Silicon Valley Advanced Water Purification Center (SVAWPC)
- Site 4—Purification facility for Palo Alto Regional Water Quality Control Plant, Palo Alto
- Site 5—Purification facility for Sunnyvale Water Pollution Control Plant, Sunnyvale

Consultant will establish a data register to track what information is received to avoid repeat requests for information. Follow-up Request for Information will focus on filling the important data gaps.

On completion of the background data review, Consultant will compile and submit a Gap Analysis Memorandum to define what additional information and assessments will be required to commence development of the project.

Below is a list of information included in this review. However, it is not intended to be an exhaustive list of information and it is expected that any relevant and new information be readily shared with Consultant:

- NPDES permits.
- Near and long term capacities of AWPfS.
- ROC quality (near and long term) from SVAWPC.
- Results of toxicology assessment.
- Results of dilution modeling for existing and proposed outfalls.
- Process description, diurnal curves, process flow diagram and mass balance(s) of AWPfS.
- Relevant studies and reports undertaken for AWPfS.
- List of known limitations of the AWPfS; both process and hydraulic.
- Site layouts of all WRFs and SVAWPC and any siting studies for AWPfS.
- Desktop review of potential AWPfS sites and identification of any site constraints.
- Possibility for pursuing dilution credits.

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- Grant funding applications.

The budget estimate includes up to a total of 172 hours for this task.

Deliverables:

1. Data register.
2. Request(s) for Information.
3. Memorandum summarizing consolidated gap analysis listing and assumptions.

Task 2.2—Project Requirements

The purpose of this task is to establish project requirements and the conceptual design basis for discussion. This includes the following activities:

- Review existing and new toxicity results and implications for required dilution targets.
- Review existing and new NPDES permit and its impacts on project.
- Utilize toxicity results to determine environmental risks and impacts associated with ROC from the AWPFS.
- Investigate solutions to mitigate water quality of concern.
- Review projected ROC quantity and composition data against toxicity results.
- Review dilution modeling for existing and proposed sites, performed by RMC.
- Identify all discharge options to be considered.
- Identify limitations of discharge options (i.e., capacity, quality, regulatory).
- Identify limitations of existing WRFs and AWPFS (i.e. process, footprint).
- Establish regulatory and environmental requirements for each discharge option (noting that finalization of some regulatory requirements may be ongoing).
- Establish preliminary ROC discharge targets for all options.

2.2.1 Dilution Modeling

Consultant will review the results of RMC's concentrate management evaluations, and in particular, the dilution study, against required dilution targets and the requirements of the NPDES permit. A key component of the review will be to consider the risk of non-compliance associated with each outfall option for which results have been presented, and to identify any potential gaps in the assessment, which may warrant additional modeling.

From this review, Consultant will prepare a project requirements summary to facilitate the selection of viable alternatives. Outcomes from this task will form points of discussions during the Project Definition Workshop.

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Deliverables:

1. Project Requirements Memorandum (draft and final).
2. Summary of Consultant's review of dilution and toxicity studies.

2.2.2 Problem Definition, Business Drivers and Multi Criterion Analysis (MCA) (Criteria and Weightings) Workshop

The primary function of this workshop would be to define the challenges and main drivers for this study. Facilitation of the workshop will be by the Consultant. Key stakeholder attendance will be coordinated by the District.

Consultant will plan and develop materials to facilitate a successful workshop in order to discuss and agree on key project criteria such as the items listed below:

- Define project drivers and success factors.
- Define near and long term ROC quantity (project staging).
- Define ROC target requirements for all discharge options.
- Establish preliminary blending percentages.
- Establish initial dilution and infrastructure requirements.
- Discuss and define timing of project implementation.
- Discuss preferred sites for AWPFS.
- Confirm number of discharge options to be evaluated.
- List and discuss limitations of each WRF, AWPFS, discharge options or any other potential issues that could impact ROC management.
- Discuss knowledge gap and opportunities for research and collaboration.

During the workshop, Consultant will develop and confirm a prioritized list of criteria and weightings to provide a basis for evaluating the merits of each option and allow methodical comparison of all project facets including the risks identified to date.

Consultant will provide a guidance document to help ensure a consistent thought process occurs when applying the MCA criteria and score.

Consultant proposes the following list of criteria, previously used on similar work, to rank all viable alternatives. Consultant will discuss these criteria with the District and amend accordingly to align with the District's objectives:

- Community impact / acceptance
- Environmental impact
- Land footprint

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- Maturity and robustness of solution
- Proven technology in relevant industries
- Life-cycle costs (incl. CAPEX and OPEX)
- Scale and modularity
- Risk
- Market availability, likely number of vendors and procurement flexibility

It is expected that a clear strategy and direction will be established at the conclusion of the workshop. Should further investigations arise from the workshop, Consultant will initiate further meetings to determine impact of schedule and cost prior to implementation.

At the conclusion of the workshop, it is expected that a general consensus is achieved. In addition, the business drivers, utilized as part of project framework and MCA weighting criteria, are understood and agreed to.

The budget estimate includes up to a total of 44 hours for this task.

Deliverables:

1. Workshop agenda and preparation materials
2. Guidance document for applying MCA
3. Minutes and notes from Business Drivers and Concept MCA Framework workshops
4. Summary of MCA framework and MCA weighting criteria

Task 2.3—Project Definition Report

Consultant will summarize the findings from Task 1 and Task 2 into a Project Definition Report.

The Project Definition Report will include:

- Existing conditions.
- Project requirements.
- Business Drivers and MCA framework (Criteria and Weightings).
- Identification of opportunities and constraints.

The budget estimate includes up to a total of 47 hours for this task.

Deliverable:

Problem Definition Report (Draft and Final).

Task 2—List of Assumptions

1. Consultant will rely on RMC's results of toxicology assessment and dilution modeling for existing and proposed outfalls.
2. Consultant has not made any allowance for dilution modeling. It is understood that the modeling has been undertaken by RMC, with the scope referring to near-field effects being determined by application of the Bay Delta model. Subject to the resolution of the model,

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there may also be some benefit in applying a turbulent mixing model such as Cormix, for which no allowance has been made.

TASK 3—CONCEPTUAL ALTERNATIVES

Task 3.1—Conceptual Alternatives

The objective of this task is to determine list of viable discharge and treatment alternatives. This will be accomplished for each of the five AWPFS.

3.1.1 Literature Review of Industry Case Studies

Consultant will review industry case studies in order to develop a draft list of available and possible ROC management and disposal alternatives. The list includes:

- Brine Concentration
- Brine Crystallization Mixed Salt
- Deep Well Injection
- Treatment by Wetland
- Outfall Discharge
- ROC Pre-Treatment
- ROC Treatment and Discharge to Wetland or Existing Outfalls

Consultant will summarize the available technologies for ROC management including:

- Suitability for this project.
- Identify impacts of upstream and downstream infrastructure.
- Identify process limitations.
- Identify advantages and disadvantages for each technology.
- Identify further treatment required for AWPFS based on discharge water quality objectives.
- Benefits of outfall discharge versus recovery of salts and ZLD options.
- Evaluate suitability of blending option versus non blending.
- Evaluate capacity and quality of each receiving discharge options.
- Ability of technologies to produce discharge requirements.

Consultant will supplement the desktop information collated and reviewed at this stage with staff knowledge and experience. Consultant will prepare a memorandum summarizing requirements or recommendations for further investigation.

3.1.2 Evaluate Discharge Options

As part of this activity, Consultant will investigate the relevance of discharge options against capability of ROC management technologies.

It is noted that several alternatives have been deemed infeasible by the South Bay Recycling Strategic and Master Planning Project. In this instance, Consultant will re-confirm the outcome or dismiss the outcome by providing an alternative solution. There are also other disposal alternatives, which are deemed infeasible, however they could be progressed following

SCHEDULE P SCOPE OF SERVICES

introduction of additional process units. These alternatives will be evaluated independently and the solution presented for consideration.

3.1.3 Preliminary AqMB™ Simulations

Consultant will establish AqMB™ model runs for each AWPf. The model will assist to quickly evaluate facility requirements and establish ROC water quality projections for each AWPf based on its specific influent quality. AqMB™ modeling will be performed by Consultant to define model assumptions and set up alternatives in AqMB™.

Deliverables:

1. Technical Memorandum summarizing a list of available and emerging options, noting key technological, access, environmental, approval and cost constraints. Memorandum will include a summary of requirements or recommendations for further investigation.
2. Summary of discharge options and disposal alternatives analysis.
3. AqMB™ model runs for each AWPf, results and associated data.

The budget estimate includes up to a total of 256 hours for this task.

Task 3.2—Assessment Methodology

This task establishes the drivers and feasible alternatives within the MCA framework. It is assumed that District staff provided comments on weighting and drivers before this task commences.

3.2.1 Project Team Workshop

Prior to the Concept Alternatives Presentation and MCA Workshop, Consultant will undertake a high-level review of the alternatives internally amongst Consultant technical leads.

3.2.2 First Pass Options Ranking

Based on the endorsed MCA framework, the first pass options ranking would be undertaken internally amongst Consultant technical leads. The outcome would identify the viable alternatives and forms the basis of discussion during the Concept Alternatives Presentation and MCA Workshop.

Deliverable:

First Pass Options Ranking.

3.2.3 Concept Alternatives Presentation and MCA Workshop

The purpose of this workshop is to screen, score and rank ROC management options for each AWPf and identify risk issues associated with each ROC management and discharge option.

SCHEDULE P SCOPE OF SERVICES

Consultant will organize and deliver a presentation based on the results of the first pass options ranking during the workshop. The presentation's content will be agreed with the District's project team and we anticipate that it will include an overview of concept alternatives for each AWPf, concept MCA framework and justification of first pass ranking options.

The list of preliminary alternatives will be presented to the project team for a workshop style review. The purpose of the workshop is to develop a list of alternatives to be taken forward for a more detailed assessment, while ensuring the District's team can voice their opinions and concerns in an open forum.

All issues identified during the workshop will be recorded in the risk register, including site constraints, technological risk, and approval risk. It is anticipated that several discharge options and technologies will appear infeasible at this point. The group would then agree on a shortlisted alternative for further development in the next task.

Assumptions:

At the conclusion of the workshop, we assumed the shortlisted number of alternatives as below:

- Site 1 (Gilroy)- up to 2 options
- Site 2 (South San Jose)- up to 2 options
- Site 3 (SVAWPC)- up to 3 options
- Site 4 (Palo Alto)- up to 3 options
- Site 5 (Sunnyvale)- up to 3 options

The shortlisted options for each AWPf will be further developed in Task 4. For AWPfs at SVAWPC, Palo Alto, and Sunnyvale, an engineered wetland option, with or without ROC pretreatment by advanced oxidation (AOP) will be included. The definition of this option will be based on the results of the pilot testing in Task 4.1.

It is assumed that facilitation of workshop will be by the District. The budget estimate includes up to a total of 59 hours for this task.

Deliverables:

1. Agenda, minutes, risk register, and outcome of the workshop (including list of shortlisted alternatives);
2. Presentation materials for Workshop

Task 3.3 – Conceptual Alternatives Report

The aim of this task is to summarize findings of Task 3.1 and 3.2. Consultant will summarize all viable alternatives investigated, results of assessment, description of alternatives, including preliminary cost and schedule. The budget estimate includes up to a total of 98 hours for this task

Deliverable:

Conceptual Alternatives Report (Draft and Final)

SCHEDULE P SCOPE OF SERVICES

Task 3—Assumption

Preliminary AqMB™ Simulations: AqMB™ modeling will be performed to define model assumptions and set up alternatives in AqMB™.

TASK 4—FEASIBLE ALTERNATIVES

Task 4.1—AOP and Wetlands Pilot Testing

Consultant will perform bench tests Treatment of ROC by Advanced Oxidation Processes (AOPs) and pilot tests of AOP and Engineered Treatment Wetlands to evaluate its cost-effectiveness and beneficial uses.

Consultant and sub consultants (including the University of California at Berkeley (Berkeley) and Stanford University (Stanford), the San Francisco Estuary Institute (SFEI)), will evaluate the technical and economic feasibility of ROC treatment by Engineered Wetlands with or without AOP pretreatment.

4.1.1 Workplan Preparation and Project Management

The Consultant will develop a phased workplan that will meet the specific task activities. Quarterly project meetings will be conducted to allow the key project team members to report progress, exchange ideas and develop deliverables.

Deliverable:

Project workplan, schedule, and quarterly project meetings. Project meetings might be held more frequently if needed.

4.1.2 Identify contaminants of concern

The Consultant will develop a list of priority wastewater contaminants based upon the literature and SFEI's ongoing research related to the Bay. Bay regional action plans for contaminants of emerging concern (CECs) will inform the prioritization. This list will serve as the basis for the CECs to be evaluated in later tasks.

Deliverable:

Brief technical memorandum reporting on CECs to target.

4.1.3 Laboratory experiments to facilitate pilot-scale system design

Consultant will conduct preliminary experiments to assess the required dose of oxidants, extent of photosynthetic respiration needed to raise solution pH and the survival and growth of algae in the concentrate. Consultant will evaluate the application of ozone and UV/hydrogen peroxide AOP treatment of RO concentrate at laboratory-scale. The efficacy of this treatment will be evaluated in terms of the dose requirements needed to achieve removal of the water quality parameters evaluated. Additionally, Consultant will consider the potential for generation of

SCHEDULE P SCOPE OF SERVICES

unwanted byproducts (e.g., bromate). Laboratory work will include the evaluation of the ability of these treatments to degrade metal-EDTA complexes.

Deliverables:

1. Laboratory-scale evaluation of AOP Treatment of ROC Test Plan.
2. Technical memorandum reporting on the results of the laboratory-scale evaluation of AOP Treatment of ROC (draft and final).

4.1.4 Design, Install, and Test Temporary Engineered Wetland

Consultant will complete design and temporary installation of an above ground pilot-scale engineered treatment wetland to test hypotheses about the performance of wetland systems and oxidative pre-treatment.

The most likely location for the system is adjacent to the SVAWPC, where RO concentrate is readily available, or another agreed upon site. District will provide infrastructure for the study, including power, sanitary facilities, RO concentrate, and discharge for the pilot engineered treatment wetland effluent. District will secure the site by fencing or other appropriate means.

Based on previous results and design experience, the Consultant team anticipates that the pilot-scale system will consist of an open water unit process wetland system and flow-through oxidative treatment system. The system will likely occupy approximately 500 ft² and would treat approximately 5,000 gallons per day (~3.5 gpm). The team anticipates splitting the cell into two parallel cells: one receiving untreated ROC and one received oxidative pre-treatment to compare these scenarios side-by-side. For the oxidative pre-treatment, this would require a ~2 gpm flow-through unit (e.g., ozone treatment unit) for rental at the site. The AOP bench tests would inform this task regarding the type of AOP (i.e., ozone or UV/hydrogen peroxide) and dose requirements to evaluate. Provisional sums for a total of \$150,000 are included in the fee estimate to allow for the rental of the AOP equipment (\$50,000) and the temporary installation of the Engineered Wetland (\$100,000). The provisional sum for the Engineered Wetland temporary installation includes preliminary design drawings (up to 2 sheets) and tabulated specification sheets.

Operation and water quality monitoring of the wetland is part of this scope. The set of water quality parameters to monitor, and the monitoring frequency, will be agreed upon in consultation with the District; parameters will primarily include CECs and other ancillary parameters such as organic contaminants, nutrients, metals, and chronic and/or acute toxicity. The testing may include the effect of system parameters (e.g., installation of bio-barriers to enhance nutrient removal) and seasonal variations.

Consultant is responsible for sample analysis (including representative CECs general water quality parameters, dissolved organic carbon (DOC), major anions, and trace organics). The cost of water quality analyses not currently supported by Berkeley and Stanford laboratories will be the responsibility of the District.

SCHEDULE P SCOPE OF SERVICES

Deliverables:

1. AOP and Wetland pilot study test plan, including sampling plan, water quality parameters to monitor, the monitoring frequency, and methods.
2. Technical memorandum on pilot system design.
3. Design, detailed drawings, and installation plans for pilot (AOP) and engineered wetland system.
4. Installation of temporary pilot-scale AOP unit.
5. Installation of temporary above ground pilot-scale engineered wetland system.

4.1.5 Data integration, Analysis, and Reporting

The Consultant team will analyze the results for the experimental work undertaken and make recommendations. A technical memorandum will be developed on impacts to Bay water quality including potential changes to CECs loadings and mass balances with respect to regional CEC action plans, and evaluation of permit issues. The technical memorandum will also describe opportunities and constraints for local discharge of treated brackish water into Bayland marshes; provide concepts of how the discharges may be incorporated into the marshes; envision scenarios for regional fresh water balance; and assess the co-benefits of such discharges including meeting Bayland restoration goals and enhancing local restoration actions.

A stakeholder workshop will allow report on the finding and allow discussion of the regional issues related to the discharges. The workshop will be coordinated by SFEI with District support. The workshop discussion will be reported as a section of the technical memorandum and will help define future activities.

Deliverables:

1. Technical memorandum summarizing the experimental work, the results of the combination of AOP and engineered wetland treatment, and recommendations (Draft and Final).
2. Stakeholder workshop (materials, agenda, and facilitation)
3. technical memorandum summarizing workshop outcomes

SCHEDULE P SCOPE OF SERVICES

Task 4.2 – Develop Alternatives-Site 1 (Gilroy)

Task 4.3 – Develop Alternatives-Site 2 (South San José)

Task 4.4 – Develop Alternatives-Site 3 (SVAWPC Expansion)

Task 4.5 – Develop Alternatives-Site 4 (Palo Alto)

Task 4.6 – Develop Alternatives-Site 5 (Sunnyvale)

Task 4.7 through Task 4.10 shown below is the common scope for Task 4.2 to 4.6.

Task 4.7 Develop Alternatives

The objective of these tasks is to develop planning definition for option analyses for each AWPf. The shortlisted alternatives will be developed further to allow for capital and operating estimates and provide greater visibility of the design concept. Consultant believes that this will provide a sufficient level of detail to enable the District's project team to sign off on the concept and carry it over into the next phase. The following key activities will be included in this phase:

- Feasibility stage approvals
- Feasibility stage Process Flow Diagrams
- Feasibility stage environmental impact
- Feasibility stage design
- Feasibility stage capital and operating cost estimates

The outcome of this activity will allow the team to further refine the shortlist to a single preferred ROC management plan or strategy for each AWPf following the MCAs.

Deliverable:

Input into Staff-Recommended Alternative Report.

Task 4.8 Feasible Alternative Matrix

Prior to the external MCA workshop, Consultant will score and rank the alternatives internally amongst Consultant technical leads based on the endorsed feasible alternatives MCA framework. The outcome of the workshop would provide a relative score for each alternative and forms the basis of discussion in the Feasible Alternatives Presentation and MCA Workshop

Deliverable:

Feasible Alternative Matrix (Draft and Final)

Task 4.9 Assessment Methodology

Consultant will develop and confirm a prioritized list of criteria along with scoring and weightings approach to provide a basis for evaluating the merits of each alternative and allow methodical comparison. Consultant will also provide a guidance document to help ensure a consistent thought process in applying the MCA criteria and score.

SCHEDULE P SCOPE OF SERVICES

Consultant will seek endorsement for the MCA framework from the District prior to the next task.

Task 4.10 Feasible Alternatives Presentation and MCA Workshop

The objective of this activity is to select one ROC management plan for each AWPf to be further developed in Task 5. Consultant will organize and deliver a presentation on the feasible alternatives during the workshop. The presentation's content will be agreed with the District's project team, and we anticipate that it will include a detailed overview of the shortlisted alternatives for each AWPf including a justification of how the alternatives were shortlisted. It is assumed that facilitation of workshop will be by the District. The budget estimate includes up to a total of 1,486 hours for Tasks 4.2 to 4.6.

Deliverables:

1. Agenda, briefing package, and presentation materials
2. Minutes and outcome of the workshop

4.11 List of Assumptions

1. Facilitation of workshops will be by the District, with the attendance of key stakeholders required
2. The shortlisted number of alternatives for the AWPfs are as follows:
 - Site 1 (Gilroy)- up to 2 options
 - Site 2 (South San José)- up to 2 options
 - Site 3 (SVAWPC Expansion)- up to 3 options
 - Site 4 (Palo Alto)- up to 3 options
 - Site 5 (Sunnyvale)- up to 3 options
3. For AWPfs at SVAWPC, Palo Alto, and Sunnyvale, an engineered wetland option, with or without ROC pretreatment by advanced oxidation (AOP) will be included. The definition of this option will be based on the results of the pilot testing in Task 4.1.
4. District will provide infrastructure for the AOP/Wetland demonstration testing, including power, sanitary facilities, ROC from the Advanced Water Purification Center, secure space, and discharge for the pilot engineered treatment wetland effluent. District will secure the site by fencing or other appropriate means.
5. Consultant will rent the AOP equipment (\$50,000). The rental contract shall include technical support and maintenance. Consultant will install the Engineered Wetland (\$100,000) and procure all materials needed. The provisional sum for the Engineered Wetland includes installation, materials, and associated equipment, installation plan, design drawings (up to 2 sheets), and tabulated specification sheets. Operation and water quality monitoring of the wetland is the responsibility of the Consultant. The set of water quality parameters to monitor, and the monitoring frequency, will be agreed upon in consultation with the District; parameters will primarily include CECs and other ancillary parameters such as organic contaminants, nutrients, metals, and toxicity. The testing may include the effect

SCHEDULE P SCOPE OF SERVICES

of system parameters (e.g., installation of bio-barriers to enhance nutrient removal) and seasonal variations.

6. The laboratories of the Berkeley and Stanford will be used for sample analysis (including representative CECs general water quality parameters, dissolved organic carbon (DOC), major anions, and trace organics). The cost of water quality analyses not currently supported by these laboratories will be the responsibility of the District.
7. The District will obtain all necessary permits or approvals for wetland installation, and will coordinate field activities with other agencies interested in the study.

TASK 5—STAFF-RECOMMENDED ALTERNATIVE

Task 5.1—Preliminary Design-Site 1(Gilroy)

Task 5.2—Preliminary Design-Site 2(South San Jose)

Task 5.3—Preliminary Design-Site 3 (SVAWPC Expansion)

Task 5.4—Preliminary Design-Site 4 (Palo Alto)

Task 5.5—Preliminary Design-Site 5 (Sunnyvale)

The scope activities shown below are common for all Tasks 5.1 to 5.5.

Consultant shall develop design to a 10% level for each AWPf ROC recommended management plan. Consultant will undertake enough engineering to allow for construction cost estimating and scheduling for the preferred alternative for each site.

Consultant will perform the following activities, where appropriate:

- Preliminary design (process, electrical and power, mechanical, civil, environmental)
- Preliminary design basis summary
- Preliminary process description
- Preliminary drawings
- Preliminary Process Flow Diagrams
- Preliminary construction and operating cost estimate

Consultant will summarize preliminary design and discuss the details of the recommended alternative for each site. The budget estimate includes up to a total of 1,849 hours for Tasks 5.1 to 5.5

Deliverables:

1. Recommended Alternatives 10% Design Reports, including Preliminary design (process, electrical and power, mechanical, civil, environmental), Preliminary design basis summary, Preliminary process description, Preliminary drawings, and Preliminary construction and operating cost estimate.

Task 5.6—Staff-Recommended Alternatives Report

SCHEDULE P SCOPE OF SERVICES

Consultant will summarize each feasible alternative investigated, results of assessment, MCA matrix outcome, description of recommended alternative, including preliminary design plans, cost and schedule.

Deliverable:

Staff-Recommended Alternatives Report (Draft and Final)

TASK 6—ROC MANAGEMENT PLANS REPORT

Consultant will summarize all findings and methodology adopted for concept designs for each AWPf ROC management plan and present in a word document. Content of the report will include:

- Problem definition
- ROC water quality projections
- Technology assessments
- Development and evaluation of conceptual and feasible alternatives
- Selection of the recommended alternatives
- Development of the preliminary design of recommended alternatives (10%)
- Life-cycle cost
- Real estate needs
- Estimated construction costs
- Schedule
- Regulatory requirements

The budget estimate includes up to a total of 210 hours for this task.

Deliverable:

AWPFs ROC Management Plans Report (Draft and Final). 12 hard copies and 1 electronic copy.

TASK 7—SUPPLEMENTAL SERVICES.

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

Specific examples of possible Supplemental Services include:

1. Additional Water Quality testing and analysis.
2. Additional Water Quality Modeling and projections to apply demonstration testing results from the RO concentrate generated at the SVAWPC to other AWPf's.

SCHEDULE P SCOPE OF SERVICES

3. This scope has not made any allowance for dilution modeling. There may also be some benefit in applying a turbulent mixing model such as Cormix.
4. Additional pilot and demonstration testing or extension of demonstration study duration.
5. Evaluation of additional alternatives for the AWPFS.
6. Full scale wetland demonstration study, provided that pilot demonstration proves promising.
- 7.1 **Additional Services.** The Consultant will provide additional quantities of previously identified services as requested by District. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 6 as Task 7 Supplemental Services, to include but not be limited to:
 - 7.1.1 Additional meetings
 - 7.1.2 Additional time allotted for meetings
 - 7.1.3 Additional status/progress reports
 - 7.1.4 Additional telephone conference calls
 - 7.1.5 Additional pages or copies of technical memorandums, plans, reports, drawings and specifications
 - 7.1.6 Additional public outreach visual materials
8. **Attachments.** The following listed Attachments are incorporated herein by this reference as though set forth in full:
 - Attachment One to Schedule P—Fees and Payments
 - Attachment Two to Schedule P—Schedule of Completion
 - Attachment Three to Schedule P—Consultant's Key Staff and Subconsultants
 - Attachment Four to Schedule P—Reference Materials

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

1. Total Authorized Funding.

Total payment for Services performed, as described in the Schedule(s) will not exceed a total amount of **\$1,466,524.50** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to the Consultant exceed this fixed fee payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown.

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

COST BREAKDOWN

Task	Description	Total Not-to-Exceed Fees
1	Project Management	\$111,712.50
2	Problem Definition	\$43,058.50
3	Conceptual Alternatives	\$65,890.50
4	Feasible Alternatives	\$851,923.50
5	Staff Recommended Alternative	\$277,016.50
6	Planning Study Report	\$28,648.50
	Travel Expenses	\$18,440.00
7	Supplemental Services	69,834.50
Total Not-to-Exceed Fees		\$ 1,466,524.50

3. Terms and Conditions.

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

- A.** The District will pay for Services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. Reimbursable Expenses.** All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies. These other direct expenses (other than Consumable Costs that are billed based on labor hours) will be billed on a monthly basis at actual cost plus 5% percent linked to each Agreement Task, as approved by the District's Project Manager, provided that the Agreement total NTE amount is not exceeded. Expenses associated with the AOP and Wetlands Pilot Testing for equipment rentals and installation activities will be

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

billed on a monthly basis at actual cost plus 10%. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted. Any equipment purchased on behalf of the District that cost \$50 or more (except those associated with the AOP and Wetlands Pilot Testing for equipment rentals and installation activities) must receive the prior written approval of the District Project Manager. All equipment that the District is invoiced for becomes the property of the District when the Consultant is reimbursed for the amount it paid for that equipment.

4. Additional Fees and Payments Language.

- A. For additional staff added to the project with rates exceeding the rate of \$240/hr, the Consultant shall obtain written approval from the District Project Manager as to the number of hours per task prior to that individual working on the Project.

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

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant:	
Jamal Awad	\$250
Chris Hertle	\$225
Mark Donovan	\$205
Kostas Athanasiadis	\$195
Pat Collins	\$205
Ross Fryar	\$195
David Solley	\$195
Thor Young	\$250
Steve McHaney	\$250
Rick Guggiana	\$205
Mike Southworth	\$165
Chris Donnelly	\$195
Megan Stanley	\$125
Banafsheh Jabari	\$125
May Chen	\$105
Principal pro 2 A5	\$165
Senior Pro 1 A6	\$145
Senior Pro 2 A7	\$125
Staff Engineers/CAD	\$95
Subconsultant(s):	
Julia Aranda- MNS	\$210
Nick Panoffsky- MNS	\$135
Darren Szczepanski- Salt Water	\$150
Jurek Nowak- Salt Water	\$150
Matthew Brannock- Salt Water	\$150
Andrew McLennan- Salt Water	\$94
Steven Kurniawan- Salt Water	\$94
Damian McCann- Aust. Wetlands	\$220
Mark Bailey- Aust. Wetlands	\$220
Denise Connors- Larry Walker	\$225
Steve Maricle- Larry Walker	\$145
Nima Jabbari-Larry Walker	\$135
Tom Hall- EOA	\$240
San Francisco Estuary Institute	\$126,000- Per Proposal
Stanford University	\$135,000- Per Proposal
University of California - Berkeley	\$135,000- Per Proposal

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

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires November 15, 2018, unless, prior to its expiration, its term is modified by a written amendment hereto, signed by both Parties.
3. District's Project Manager and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Agreement Term
2	Problem Definition	8
3	Conceptual Alternatives	12
4	Feasible Alternatives	18
	4.1 – AOP and Wetlands Pilot Testing	18
5	Staff Recommended Alternative	24
6	Planning Study Report	24
7	Supplemental Services	Agreement Term

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**ATTACHMENT THREE
TO SCHEDULE P
CONSULTANTS KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Project Role	Contact Information
Jamal Awad	Project Manager	Jamal.awad@ghd.com , (949) 585-5235
Mark Donovan	Senior Consultant	Mark.donovan@ghd.com , (949) 585-5251
Pat Collins	Lead Engineer	Pat.collins@ghd.com , (707) 236-1540

2. The following Sub-consultants are authorized to perform Services on the Project:

Firm	Project Role	Contact Information
MNS Engineers, Inc.	Design, Construction Management	Julia Aranda, jaranda@mnsengineers.com , (805) 692-6921
Salt Water Solutions	RO Concentrate Quality/Treatment	Darren Szczepanski, darren@saltwatersolutions.com.au , +61 (420) 991 315
Australian Wetlands Consulting	Wetland Treatment	Damian McCann, Damian@awconsult.com.au , +61 (266) 855 466
Larry Walker Associates, Inc.	Regulatory and Permitting	Denise Connors, denisec@lwa.com , (408) 261-8385
EOA, Inc.	Regulatory and Permitting	Tom Hall, twhall@eoainc.com , (510) 832-2852 x 110
Stanford University	RO Concentrate Treatment/Wetland Design	William Mitch, wmitch@stanford.edu , (650) 724-9857
University of California-Berkeley	RO Concentrate Treatment/Wetland Design	David Sedlak, spoawards@berkeley.edu , (510) 642-0120
San Francisco Estuary Institute	Regulatory, Wetland Design	Jeremy Lowe, JeremyL@sfei.org , (510) 746-7334

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**ATTACHMENT FOUR
TO SCHEDULE P
REFERENCE MATERIALS**

Ref No.	Description
1	Quality and Environmental Management System (QEMS) Fact-Sheet.
2	Santa Clara Valley Water District Non-Disclosure Agreement (NDA)
3	Personal NDA (PNDA)
4	GIS Product Standards July 2015 version
5	Proposals from Stanford University, University of California- Berkeley, and San Francisco Estuary Institute
6	Consultant Agreement with RMC Water and Environment, Inc. ---Preliminary Program Assessment Indirect Potable Reuse Planning Project, August 2015
7	Consultant Agreement with TODD Groundwater, Inc. --- Groundwater Studies for the Expedited Recycled and Purified Water Program, June 2015
8	Consultant Agreement with Maine Technology Modeling Group—Operations Studies for the Expedited Recycled and Purified Water Program, April 2015
9	South Bay Water Recycling Strategic and Master Planning Report, Volume 1-- - prepared by RMC/CDM Smith, December 2014
10	South Bay Water Recycling Strategic and Master Planning Report, Volume 2 - -- Appendices, prepared by RMC/CDM Smith, December 2014
11	South Bay Advanced Recycled Water Treatment Facility – Impact of RO Concentrate Stream on RWF Effluent Quality --- Technical Memorandum prepared by EOA, March 2008
12	Materials from the Reverse Osmosis Concentrate Management Alternatives Workshop--- held on March 9, 2015
13	Proposed Potable Reuse Expansion Projects Map
14	Santa Clara-San Jose Regional Wastewater Facility Annual Reports, 2009-2014. https://www.sanjoseca.gov/Archive.aspx?AMID=161

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November 14, 2016

Paul Hermann
GHD Inc.
175 Technology Drive, Suite 200
Irvine, CA 92618

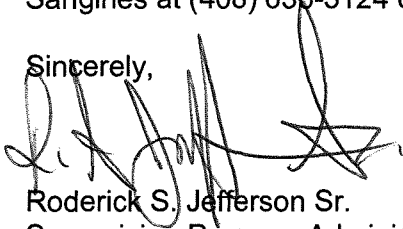
Subject: Agreement A4034G between the Santa Clara Valley Water District and GHD Inc.

Dear Mr. Hermann,

Enclosed is an enacted copy of **Agreement A4034G** which was executed by the Santa Clara Valley Water District on November 14, 2016. Please retain the enclosed copy for your records and reference any future correspondence related to this contract with Agreement A4034G.

If you have any questions regarding this Agreement, please contact Project Manager Luisa Sangines at (408) 630-3124 or lsangines@valleywater.org.

Sincerely,



Roderick S. Jefferson Sr.
Supervising Program Administrator
Consultant Contracts Services

Enc.: Agreement A4034G