



STANDARD ON-CALL CONSULTANT AGREEMENT

Terms and Conditions Template (On-Call Capital)

6/1/2024 – 12/31/2026

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and TRIPLE HS, INC. (DBA H. T. HARVEY & ASSOCIATES), a California corporation (Consultant), individually the Party or collectively the Parties.

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

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

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule, Scope of Services, attached hereto and incorporated herein by this reference (Schedule). Valley Water may require Consultant to provide all or a portion of these services (Services) through subsequently executed task orders (Task Orders). Task Orders will be in the form of the template described in Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders and in the Standard On-Call Consultant Agreement, Appendix Three, Task Order Template. These Services will be provided on an on-call basis (On-Call).

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

- A. Each Scope of Service described in an attached Schedule must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with Valley Water staff in engineering, asset management, operations, and maintenance units to be made aware of Valley Water operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule.
- B. Unless the requirements for the Services described in the attached Schedule 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 unless authorized in writing by Valley Water prior to the performance of such Services by issuance of a Task Order or pursuant to an amendment to this Agreement signed by both Parties.

2. Consultant Controlled Areas

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

3. Licensing

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

4. Valley Water's Approval of Deliverables

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

5. Errors and Omissions

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

6. Valley Water Standardization Requirements

- A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages

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

7. Consultant's Key Staff and Subconsultants

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

the firm complies with all insurance requirements established by the Valley Water for such work; such approval will be confirmed in writing.

8. Compliance with All Laws

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

9. Occupational Safety and Health

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

10. Consultant as Independent Contractor

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

Agreement, Valley Water exercises no direction, supervision or control over Consultant, its employees, agents, or Subconsultants.

11. Standard of Care

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

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

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

2. Review of Deliverables

- A. Valley Water will designate a Project Manager (Valley Water Project Manager or Authorized Representative) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water Project Manager at each milestone identified in an executed Task Order or at such other time(s) at the discretion of Valley Water.
- C. Consultant must notify Valley Water in writing when it completes and has submitted to Valley Water each deliverable as per an executed Task Order. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify Consultant that the deliverable is not acceptable and must be revised.

- D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.
- E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.
- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by Valley Water, will not result in additional costs or expenses to Valley Water.

3. Access to Valley Water Facilities

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

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments. Valley Water will make payments to Consultant according to the terms provided for herein and in the Schedule, Attachment One, Fees and Payments. Payments made by Valley Water to Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, and reimbursable expenses, incurred by Consultant to perform the Services. All Service requests will be made by Valley Water on an as-needed basis, subject to future Task Order(s) executed by Valley Water and Consultant.
- B. It is understood and agreed that there is no guarantee, either expressed or implied, as to the actual dollar amount, if any, of services that will be authorized under this Agreement, and that Valley Water is not obligated to request any service(s) from Consultant at all. However, in valuable consideration for Consultant's agreement to be on-call to perform services for Valley Water upon request with no minimum guaranteed amount of work, Valley Water will pay Consultant Five Hundred Dollars (\$500) on or before the expiration of this Agreement if Valley Water has not requested to utilize Consultant's services during the agreement term.

- C. The Schedule, Attachment One, Fees and Payments, sets forth the hourly rates and NTE fee, if any, for Services Consultant may perform pursuant to an executed Task Order.
- D. Services to be performed pursuant to a Task Order will commence only after written approval by both Valley Water's authorized representative referenced in the Standard On-Call Consultant Agreement, Appendix One, Additional Legal Terms, and Consultant's authorized representative.
- E. Notwithstanding any other provision of this Agreement, Valley Water agrees to pay Consultant in accordance with the terms set forth in an executed Task Order. Consultant represents and warrants that the amounts charged to Valley Water for Services do not exceed the amounts normally charged by Consultant to other customers for similar Services.
- F. Upon the written approval of Valley Water, the Services described in a Task Order task may be reduced, revised, or deleted.
- G. Automobile travel mileage expenses will be paid at the current Internal Revenue Service (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Invoices

- A. Consultant's invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services and executed Task Orders; and include the following:
 - 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) A description of the site where Services were performed, if applicable;
 - 4) The name of Valley Water staff requesting Services;
 - 5) The dates when Services were performed;
 - 6) Other direct charges and reimbursable expenses by Task Order task;
 - 7) Other direct charges and expenses must reflect actual fees versus the Task Order not-to-exceed fees as stated in the Schedule(s), Attachment One, Fees and Payments, and/or Task Orders;

- 8) Level of Small Business (SB) participation, if applicable, documenting the level of SB participation for each Task Order;
 - 9) The total amount due for completing the Services specified in that Task Order, which must not exceed the not-to-exceed amount specified in that Task Order; and
 - 10) To the extent that Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both Consultant and its Subconsultants.
- B. Before submitting monthly invoices, a draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, Consultant will email the complete, signed, and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.
- C. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices will be organized such that the billing categories correspond with the Task Order.
- D. Notwithstanding language to the contrary in an executed Task Order, Consultant must invoice Valley Water for a Task Order within 30 calendar days of Valley Water accepting the deliverables of that Task Order.
- E. Consultant shall email all invoices to: APinvoice5750@valleywater.org
- Valley Water mailing address for invoices, if needed:
- Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. Consultant must also ensure that each invoice and corresponding attachments contain the following information:
- 1) Agreement number;
 - 2) Task Order number;
 - 3) Full legal name of Consultant/Firm;
 - 4) Payment remit-to address;
 - 5) Invoice number;
 - 6) Invoice date (the date invoice is emailed);

- 7) Detailed description of Services provided, including the “distribution account(s)” for those Services;
 - 8) Number of hours spent by each person performing services and a brief description of the Services performed by each person; and
 - 9) Beginning and end date for billing period that services were provided.
- G. Consultant shall invoice for its performance of the Services as stated in an executed Task Order on a monthly basis consistent with the task fee breakdown stated in the Task Order(s), Attachment A. Unless otherwise specified in a Task order, Consultant will be paid for the Services as described in an executed Task Order.
- H. Valley Water Project Manager will review Consultant’s written invoice within five Valley Water business days of receipt, address any questions with Consultant’s Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.
- I. Invoice Disputes
- 1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant’s submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water’s reason(s) for disputing each such item.
 - 2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water’s written notice of dispute, Consultant and Valley Water will attempt to resolve the dispute pursuant to the Standard On-Call Consultant Agreement, Appendix Two, Dispute Resolution.
- J. 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.
- K. Consultant shall ensure that its personnel performing services pursuant to this Agreement document their time doing so.

3. Prevailing Wages – NOT USED

- A. A portion of the Services to be performed pursuant to this Agreement may be considered “Public Works” subject to California Labor Code §1771, et. seq. and the applicable implementing regulations. If Consultant’s Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.

B. Labor Code §1720 provides as follows:

“(a) As used in this chapter, “public works” means all of the following:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by a public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, “construction” includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, “installation” includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.”

C. Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.

D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.

F. All records or documents required to be kept verifying statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to Valley Water, at any time during regular business hours, upon written request by Valley Water. Records and documents to be provided in electronic or hard copy format, at Valley Water’s discretion.

G. California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements

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

4. Retention - NOT USED

A. Unless otherwise specified in an executed Task Order, ten percent of each invoice for that Task Order will be withheld by Valley Water and not paid to Consultant until 30

calendar days after the assigned Valley Water representative signs the final approval for all Services/deliverables as stated in the executed Task Order, consistent with Section Three, Duties of Valley Water, subsection 2. Review of Deliverables.

- B. Consultant may request, and Valley Water may consider and approve, release of retention withheld by Valley Water.

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in the Scope of Services of an executed Task Order upon receipt of the Task Order Notice to Proceed (NTP) issued by Valley Water.

2. Task Order Schedule

Consultant will perform and complete the Services in accordance with the schedule (Schedule) as described in each Task Order. Consultant will coordinate Services with Valley Water to provide the timeline of all tasks and subtasks including the site visits, document review, meetings, and deliverables.

3. Project Delays

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

4. Changes to the Schedule

Valley Water's Project Manager and Consultant may agree to modify the Schedule specified for Consultant's performance in an executed Task Order as an administrative modification to the Task Order 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

No Task Order will be written which extends beyond the expiration date of this Agreement. Consultant will not undertake to provide Services where it reasonably appears that the Services cannot be performed and completed within the Term of this Agreement. Uncompleted and/or unfinished Task Orders will co-terminate with this Agreement.

2. Valley Water Rights

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

3. Consultant's Compensation upon Termination or Suspension

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

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

4. Survival

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

All deliverables and other materials prepared by Consultant, including computer programs and media developed by Consultant, to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following payment in full to Consultant for each task or portion of a completed task, or in accordance with Section Seven, Term and Termination. In the event the work is not completed, the completed portions thereof will become the property of Valley Water. Consultant will provide Valley Water with such deliverables and material at appropriate times during this Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign, or transfer the intellectual property rights it has, so as to limit its ability or right to develop, design, or provide services on other projects of or for its other clients.

2. Reuse of Instruments of Service

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

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, On-Call Biological Services 2025 Agreement No. A5567A / PB File No. VW0597
Standard On-Call Consultant Agreement-Capital-Non-PMIS-12/13/24
Ver. 1.9.2026

data compilations, computer programs, or drawings delivered to Valley Water by Consultant according to the Terms of this Agreement, in or by any medium is deemed to be “work for hire” according to the copyright laws of the United States and the copyright belongs to Valley Water.

6. Copyright Claims

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

2. Compliance with Applicable Equal Opportunity Laws

Consultant’s policy must be in conformance with applicable state and federal guidelines including the Federal Equal Opportunity Clause, 41 Code of Federal Regulations, Part 60-1, §60-1.4; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (§503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

3. Investigation of Claims

Consultant must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with the anti-discrimination and anti-harassment

provisions of this Agreement. Consultant must conduct a fair, prompt, and thorough investigation of all allegations directed to Consultant by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant must take prompt, effective action against the offender.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water.
- B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - 1) Execution of the Agreement by Consultant;
 - 2) Submission by Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;
 - 3) Submission by Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;
 - 4) Submission by Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) as provided in the Schedule(s), Attachment Four, Reference Materials, if applicable;
 - 5) Submission by Consultant, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;
 - 6) Any other requirements that are deemed necessary by Valley Water; and
 - 7) Execution of the Agreement by Valley Water.

3. No Assignment

- A. The expertise and experience of Consultant are material considerations for Valley Water's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of Valley Water in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of Valley Water.

- B. In no event shall an assignment of any interest in this Agreement release Consultant from its duties and responsibilities as described in this Agreement nor shall Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

Party's negligence or fault, accidents not caused by such Party's negligence or fault, labor disputes, war, or failure of the other Party to provide data as required pursuant to this Agreement.

8. Binding Effect

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

9. Choice of Law and Venue

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

10. Confidentiality

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

11. Release of Information Prohibited

Consultant is not permitted to provide any information concerning the Project to the media nor anyone other than authorized Valley Water personnel. Consultant will not release any

information pertinent to the Project for publication, public disclosure, or in any other manner without first obtaining clearance and a release in writing from Valley Water. Any media inquiry at any time to Consultant relating to any matter concerning Services provided or requested to be provided pursuant to this Agreement will be referred immediately to Valley Water. Consultant will not communicate with the media regarding any such matter.

12. Conflict of Interest

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

Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during the annual filing season, as determined by Valley Water;

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

13. Task Orders

- A. All tasks and Services may be assigned to Consultant through issuance of Task Orders. The Valley Water Project Manager will identify and communicate the applicable tasks and services based on the menu of tasks listed in the Scope of Services to be provided to the Consultant. After the tasks and Services are identified and communicated to Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order request (see Standard On-Call Consultant Agreement, Appendix Three, Task Order Template). The proposed Task Order must identify the following:
 - 1) Description of the Services, including deliverables;
 - 2) The total Not-to-Exceed Fees for Consultant to complete the Services, including estimated number of hours per assigned staff to complete the Services;
 - 3) Proposed staff that will be assigned to complete the Services, including resumes if not previously provided to Valley Water's Project Manager;

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

14. Good Neighbor

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

15. Governmental Permits and Notifications

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

16. Taxes and Benefits

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

17. Nonwaiver of Rights

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

18. No Third-Party Beneficiaries

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

19. Severability

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

20. Debt Limitation

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

21. Notices

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

VALLEY WATER:

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

CONSULTANT:

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

22. Appendices

The following list of Standard On-Call Consultant Agreement Appendices are incorporated herein by this reference as though set forth in full:

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

23. Schedule and Attachments

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

TRIPLE HS, INC. (DBA H. T. HARVEY & ASSOCIATES)
Consultant

By: _____
Tony Estremera
Chair, Board of Directors

By: _____
Karin Hunsicker
CEO

Date: _____

Date: _____

ATTEST:

Candice Kwok-Smith
Clerk, Board of Directors

Consultant's Address:
720 University Ave, Suite 200
Los Gatos, CA 95032

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS**

1. Conflict of Interest for Future Services

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

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

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) Outreach Program 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 50% or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water's Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.
- C. Valley Water Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$ 150,000.
- D. The total not-to-exceed amount for any one Task Order shall not exceed \$ 250,000.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS**

- E. Consultant must acknowledge receipt and respond to Valley Water's request to submit a Cost Proposal within five (5) business days or within the time specified in Valley Water's request.
- F. Upon Valley Water and Consultant's successful negotiation of the Consultant's Cost Proposal, Consultant must submit a Task Order within five (5) business days or within the time specified in Valley Water's request, for Valley Water's approval of the Task Order, and issuance of a Notice-to proceed. -NOT USED

5. Engineering Support Services During Construction -NOT USED

- A. Valley Water may, at its discretion, negotiate an amendment to a Task Order issued for professional design services to add construction phase engineering support services.
- B. Valley Water may, at its discretion, negotiate an amendment to a Task Order issued for professional design services to designate Consultant as engineer-of-record.
- C. Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for engineering support services during construction and/or utilize Valley Water staff or the services of a different firm pursuant to an on-call agreement, to perform such services.

6. Task Order Assignments for Multi-Awards Agreement

Valley Water has retained one or more separate consultants to perform on-call biological services during the same timeframe. As a result of Valley Water's competitive selection process, task orders will be assigned on a rotational basis, starting with the top-ranked firm, when conflicts of interest do not exist. The following exceptions to the rotational basis may be used by Valley Water when assigning task orders: urgency, unique or specialized supplies/service, and logical follow-on. There is no guarantee of any amount of work that will be given to each of the consultants. Valley Water's Project Manager is responsible for administering the task orders for assigned work among the firms for the term of the Agreements.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

A. Alternate Dispute Resolution

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

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

C. The cost of partnering, training facilities, and facilitator will be paid for by Valley Water, unless the Parties agree otherwise.

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- c. Proposals made or views expressed by the mediator; and
- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

5. Compensation for Participation in Mediation

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

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

Task Order No. _____

Title: _____

Agreement: Standard On-Call Consultant Agreement _____ (Agreement) by and between the Santa Clara Valley Water District (Valley Water) and _____ (Consultant), dated _____.

Valley Water: _____

Consultant: _____

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

1. Upon full execution of this Task Order No. _____, as set forth in the Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by the Valley Water Project Manager, Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by 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. Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;
 - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;
 - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and
 - E. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fixed fees or at the hourly rates established in Schedule OC, Attachment One, Fees and Payments. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE**

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

8. Signatures:

Signature:	[NAME OF CONSULTANT FIRM] [PRINT NAME] [PRINT TITLE]	DATE
------------	--	------

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. Santa Clara Valley Water District (“District” or “Valley Water”) will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please refer to the checklist of documents required at the end of this document.

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

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

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

If your insurance broker has any questions about the above requirements, please advise him/her to email Valley Water Risk Manager at RiskManager@valleywater.org.

1. Certificates of Insurance

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

The Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Contract Administrator.

The certificates will:

- A. Identify the underwriters, the types of insurance, the insurance limits, the deductibles, and the policy term.
- B. Include copies of all the actual policy endorsements required herein; and
- C. In the “Certificate Holder” box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Contract No. A5567A / VW0597**

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

IMPORTANT: The Contract Number must be included.

- D. In the Description of Operations/Locations/Vehicles/Special Items Box:
1. Certificate Holder shall be named as Additional Insured, and any other policy endorsement required in the contract, for example, Waiver of Subrogation and Primary and Non-Contributory, shall be stated.
 2. Valley Water agreement or project number shall appear.
 3. The list of policies scheduled as underlying on the Umbrella policy shall be listed.

If Consultant receives any notice that any of the insurance policies required by this document may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the Valley Water Risk Manager that such insurance policy required by this document is canceled or coverage is reduced.

2. Maintenance of Insurance

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

3. Renewal of Insurance

The Consultant will provide Valley Water with a current Certificate of Insurance and endorsements thirty (30) business days prior to the expiration of insurance.

The Consultant shall instruct its insurance broker/agent to:

- A. Submit all renewals of insurance certificates and required notices electronically in PDF format.
- B. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Contract No. A5567A / VW0597**

IMPORTANT: The Contract Number must be included.

4. Required Coverages

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement, or for such other time as required herein, the following minimum insurance coverage(s).

- A. **Commercial General/Business Liability Insurance** which shall be written on an occurrence basis, with coverage as indicated:

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

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

General Liability insurance must include without limitation:

1. Be written on standard ISO forms or inspected and approved by the Risk Manager.
2. Include coverage at least as broad as found in standard ISO form CG 00 01.
3. Contractual Liability expressly including liability assumed under this contract.
4. Severability of Interest provision.
5. Products-Completed Operations coverage.
6. Broad Form Property Damage liability
7. Include Premise and Operations
8. An endorsement covering damage to property in the care, custody, or control of the Consultant.

B. Business Auto Liability Insurance with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

Excess or Umbrella policies may be used to reach the above limits for the General Liability and/or Business Auto Liability insurance limits, however all such policies must contain a primacy clause (See Section 2, General Conditions) and meet all other General Conditions below.

C. Professional/Errors and Omissions Liability Insurance with coverage that shall include, without limitation:

\$1,000,000 per claim/ **\$2,000,000** aggregate

This insurance requirement applies when the Consultant is providing project management, design-build, engineer, architect or other types of professional services to the Valley Water.

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

1. Covers claims related to errors, omissions, or negligence in the delivery of professional services.
2. Includes defense costs, settlements and judgements arising from covered claims.
3. Coverage may be written on a claims-made form. If coverage is on a claims-made basis, the coverage must be maintained for at least 5 years after all Services under this Agreement are complete.
4. The policy must have a retroactive date which is the same as or predates the
 - i. execution of this Agreement.

D. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Employer Liability coverage for not less than **\$1,000,000** each accident; **\$1,000,000** policy limit bodily injury by disease; **\$1,000,000** each employee bodily injury by disease.

E. Cyber Liability Insurance – NOT USED

\$1,000,000 per claim/ **\$2,000,000** aggregate.

1. Liability arising from the unauthorized access to, disclosure, acquisition, loss, dissemination, and/or use of Confidential Information. For purposes of this section, “Confidential Information” shall include, but not be limited to, personally identifiable information (PII), protected health information (PHI), financial account information, security codes, access codes, passwords, security codes or personal identification numbers (PINS), and any other information protected by the Agreement or applicable privacy laws;
2. Costs arising from mandatory or contractual notifications related to unauthorized access, disclosure, acquisition, loss, or use of confidential information and related mitigation costs, including but not limited to, credit monitoring, identity theft protection services, call center support, forensic investigation, legal fees, and regulatory fines or penalties imposed under the California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA), or other applicable privacy and data protection laws;
3. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks and ransomware coverage.
4. Liability arising from the introduction of a computer virus into or otherwise causing damage to vendor (first party) or customer’s (third party) computer, computer system, network, or similarly related property and the data, software and programs thereon.
5. Certificate of Insurance shall clearly state that the coverage is claims-made.
6. Policy retroactive date must coincide with or precede the Consultant’s start of work (including subsequent policies purchased as renewals or replacements).
7. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
8. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

5. General Requirements

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

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

NOTE: Additional insurance on the Certificate of Insurance is **NOT** acceptable without separate endorsement such as Form CG 20 10, CG 20 33, CG 20 37, CG 20 38, and applicable endorsements for Waivers of Subrogation (CG 24 04) and Primary & Non-contributory (CG 20 01). Editions dated 07/04 are not acceptable.

- B. **Primacy Clause**: Except for Workers' Compensation and Professional Liability, Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance policy) that Consultant's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss.

NOTE: This section does not apply to the Workers' Compensation or Professional Liability policies.

- C. **Cancellation Clause**: Consultant or its insurer shall provide at least thirty (30) days prior written notice to Valley Water of cancellation of any insurance required under this Agreement.
- D. **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- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
- E. **Self-Insured Retentions or Deductibles**: Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Consultant shall provide evidence satisfactory to Valley Water of its financial ability to satisfy the SIR. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
- F. **Subconsultants**: The Consultant shall secure, maintain or shall be responsible for

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.

- G. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of Valley Water must not be deemed to release or limit any liability of Consultant. Damages recoverable by Valley Water for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
- H. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
- I. **Waiver of Subrogation:** Consultant agrees to waive subrogation against Valley Water to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, and Workers' Compensation policy described in **Article 4. Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance policy) that subrogation has been waived by its insurer.
- J. **Severability of Interest:** Except for Workers' Compensation and Professional Liability, a severability of interest must apply to all the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.
- K. **Non-compliance:** Valley Water reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**SCHEDULE OC
SCOPE OF SERVICES**

1. Representatives

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

Laura Garrison (VWPM)
Senior Biologist
Environmental Mitigation and Monitoring Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 529-2495
Email: LGarrison@valleywater.org

Lisa Porcella
Environmental Mitigation & Monitoring Manager
Environmental Mitigation and Monitoring Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 568-0887
Email: lporcella@valleywater.org

John Bourgeois
Deputy Operating Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 314-8859
Email: JBOURGEOIS@valleywater.org

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

Steve Rottenborn
TRIPLE HS, INC. (dba H. T. Harvey & Associates)
Senior Ecologist, Vice President

**SCHEDULE OC
SCOPE OF SERVICES**

720 University Ave, Suite 200
Los Gatos, CA 95032

Phone: 408-722-0931

Email: srottenborn@harveyecology.com

- C. Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 21. Notices, all notices pertaining to this Agreement must be submitted to the Consultant's Principal Officer.

Karin Hunsicker
TRIPLE HS, INC. (dba H. T. Harvey & Associates)
CEO
720 University Ave, Suite 200
Los Gatos, CA 95032

Phone: 408-458-3206

Email: khunsicker@harveyecology.com

2. Scope of Services

- A. Consultant has the resources and expertise to perform all services described in this Agreement (Project). Consultant's services will be requested on an "as-requested" or "as-needed basis" to assist Valley Water in accomplishing its maintenance, rehabilitation, and replacement projects in a timely manner. Valley Water may request services to be performed by the Consultant at any time during the term of this Agreement and by staff at different levels of experience and expertise. The requested work may involve a wide variety of biological tasks and services during planning, design, construction and post-construction phases of Valley Water projects needing biological support.

3. Project Objectives

- A. The Santa Clara Valley Water District (Valley Water) implements a number of capital and operational projects and programs to meet its mission and goals in water supply, flood protection and watershed stewardship. The on-call services provided pursuant to this Agreement will augment the services of Valley Water staff and provide additional biological services as needed.
- B. The objectives of each phase of biological services include but are not limited to:

SCHEDULE OC SCOPE OF SERVICES

- 1) Planning phase: To gather the required information to understand what biological resources need to be considered when planning a District operation or project. This knowledge can be used during early stages of planning and design to avoid and minimize impacts to biological resources, identify and plan biological mitigation, and to identify opportunities to conserve or enhance the biological resources.
 - 2) Design phase: To expand the biological investigations and analysis for application to the developing project or operation. This additional, more detailed knowledge can inform decisions on preliminary and final designs of projects and their associated mitigation.
 - 3) Construction phase: To monitor the project or operation during construction activities to ensure biological resources are protected or, if it is a biological restoration project, are correctly constructed.
 - 4) Post Construction phase: To monitor and document that identified biological resources are responding, establishing or recovering to an expected level of success or performance criteria, after construction activities of a project or operation. This information may be used to determine a project has met (or not) its regulatory requirements in regard to biological resources. This information can also be used in adaptive management for improving an ongoing operation so as to further reduce impacts (or increase benefits) to biological resources.
- C. All Services required pursuant to this Agreement will be provided only on an as-needed/as-requested basis by the issuance of an authorized Task Order by Valley Water to the Consultant. A project scope will be developed for each task order, including deliverables for a total not-to-exceed amount. No work will be performed without a task order. The Consultant will perform services on a Task Order Basis as authorized by the VWPM, as set forth in the Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders.

4. Background

- A. The mission of the Santa Clara Valley Water District, now known as Valley Water, is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy.

Valley Water is a public agency providing water supply, flood protection, and stream stewardship for Santa Clara County. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection and stewardship of streams on behalf of Santa Clara County's 2 million residents. Valley Water effectively manages ten dams and surface water reservoirs, three water treatment plants, a state-of-the-art water quality laboratory, and more than 275 miles of streams. For information about Valley Water, visit www.valleywater.org.

- B. The Santa Clara Valley Water District (District) implements a number of capital and operational projects and programs to meet its mission and goals in water supply, flood protection and watershed stewardship. Each District project is planned and implemented

SCHEDULE OC SCOPE OF SERVICES

according to applicable laws and regulations, including environmental disclosure (CEQA/NEPA). The biological staff of the District provides most of the biological technical support for these projects. This agreement will augment the services of staff and provide additional specialized biological services as needed.

- C. The Environmental Mitigation and Monitoring Unit (Unit) resides in Valley Water's Watershed Stewardship and Planning Division and will administer this agreement. Unit staff are responsible for: managing all the long-term mitigation monitoring programs for the District; two ecology oriented Safe Clean Water Programs (D2 and D5); land management and easement monitoring for mitigation lands; oversight of the plant pathogen program; providing biological subject matter expertise to support over 40 capital projects and long range planning programs; and managing the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE) program.

5. Intent

- A. Valley Water intends to retain up to one or more separate consultants to perform on-call biological services for a three (3) year term with the option of two-one (1) year term extensions, if it is in the best interest of Valley Water for an estimated not-to-exceed (NTE) total amount of \$3,000,000. There is no guarantee of any amount of work that will be awarded to the selected firms. Under no conditions will the total compensation to the Consultant exceed the NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.
- B. Task orders will be issued on a competitive basis when conflicts of interest do not exist. There is no guarantee of any amount of work that will be given to the selected firms.
- C. This Schedule OC, Scope of Services describes the on-call biological professional services to be performed by Consultant for Valley Water. The deliverables, number of staff hours, and proposed staff for each Task Order will depend on the nature and scope of services requested by Valley Water, as well as the not-to-exceed fees of the Agreement, and will be negotiated along with the Services, payment terms, and not-to-exceed fees for each Task Order. There is no guarantee of any amount of work that will be given to the selected firm.
- D. Task Orders will not be issued to Consultant when Consultant cannot perform the Services due to a conflict of interest or if all funds in this Agreement have been expended.
- E. Conflict of Interest. In addition to Valley Water's General Terms and Conditions, the following will apply with regard to conflict of interest:
 - 1) The firm selected to serve as Contractor through this RFP will not be prohibited from working under separate contracts with Valley Water unless such work creates a conflict of interest, real or apparent, that would render the Contractor ineligible to

SCHEDULE OC SCOPE OF SERVICES

undertake such work during the term of the Agreement. Proposer must provide a list in their Proposal of its current contracts that involve work with Valley Water, including its relationship to the agency and a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.

- 2) By submitting a proposal, the Proposer represents and warrants that no director, officer or employee of Valley Water is in any manner interested directly or indirectly in the proposal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 et seq. or Sections 87100 et seq. during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

6. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
 - a. Valley Water Standardization Requirements
 - (1) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
 - (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning,

SCHEDULE OC SCOPE OF SERVICES

labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.

- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to the Consultant. The comments provided by Valley Water staff during workshops, if conducted, will be documented by the Consultant as meeting minutes and will be included in the next revision of the documents.
- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. If requested, the Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide the Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in section 3. Project Objectives.
- 6) **Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by Valley Water.
- 7) **File Exchange Service.**

Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

SCHEDULE OC SCOPE OF SERVICES

8) Completeness.

1. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.
2. A Complete Design Set must include all the information required for a constructible set of plans and specifications; include a project cost estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

9) Quality Assurance / Quality Control (QA/QC) Program.

- a. Consultant will develop and implement ongoing, proven QA/QC procedures. Consultant will implement a formal Quality Management Program to ensure that Valley Water receives quality-controlled deliverables. The Program will include quality control checks of calculations and work products, as well as quality assurance reviews and documentation of the quality control process. Consultant's QA/QC procedures will include a review of all deliverables using appropriately qualified technical resources and advisors for the Project.
- b. The QA/QC procedures must include details and methodology for reviewing documents, including technical memos, and cost estimates. Reviews will be assigned, and sign-off procedures will be documented.
- c. Consultant must provide records that demonstrate that quality reviews were performed on Consultant and Subconsultant deliverables.

B. Project-Specific Assumptions and Requirements

- 1) Valley Water may request from the consulting firm or individual any or all of the below tasks, according to the needs of the project assigned. Consultant must be well-staffed to render these services expeditiously upon request.
 - a. For any Task Orders issued for professional design services, Valley Water may, at its discretion, choose to negotiate an amendment to the Task Order issued with Consultant, as engineer-of-record, for construction phase engineering support services (engineering support during construction, ESDC); or
 - b. Valley Water may, at its discretion, choose to initiate a new consultant agreement selection process for services for any subsequent phase(s) and/or utilize Valley Water staff to perform such services.

SCHEDULE OC SCOPE OF SERVICES

7. Scope of Services Task Orders

- A. The scope of On-Call services may include tasks and subtasks as described below, only as appropriate and necessary to accomplish Valley Water's objective for the particular Task Order. Tasks and deliverables will be determined on a task order basis.
- B. The Valley Water Project Manager will identify and communicate the applicable tasks and services based on the menu of tasks listed below to be provided to the Consultant. After the tasks and services are identified and communicated to Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order proposal in accordance with the Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders.

The On-Call Scope of Services will generally include, but is not limited to the following:

A. Planning Phase

1. The biological services provided during Planning Phase are typically biological investigations, assessments, or conceptual mitigation evaluations. Simple investigations typically can include initial site visits, searching the California Natural Diversity Database (CNDDDB) for previous records of species occurrence data on site or within specified distances, using the United States Fish and Wildlife Service's Information for Planning and Consultation (IPaC) tool, researching other biological databases, records or reports, conducting visual-level surveys. These investigations can be conducted as brief data gathering exercises, resulting in a simple technical memorandum describing the information collected. Investigations can also be a more prescribed format, gathering specific information that will be used in project planning, CEQA and regulatory permit support documents, such as:
 - Opportunities and Constraints Analysis
 - Biological Impact Analysis
 - Biological Assessment
 - Habitat Assessment
 - Conceptual Mitigation Plans
2. The Consultant may be asked to perform work to support any part of the investigation or assessment, and/or complete the entire investigation or assessment. Activities to complete a typical investigation include: collecting all available existing information on biological resources, site visits, field surveys (simple to protocol-level) using variety of methods, and conducted in appropriate seasons, field mapping of habitats using GPS and eventual digitizing into GIS. Any data collected will be delivered in electronic and/or hardcopy formats. GIS maps are created for all necessary biological resources, all biological data is organized, analyzed and presented in draft and final reports. The Consultant's role or involvement in each investigation will be determined by Valley Water and described in each Task Order.

SCHEDULE OC SCOPE OF SERVICES

B. Design Phase

1. The biological services provided during Design Phase are similar to the services requested during Planning Phase. These may be more detailed investigations to confirm presence or absence of a species, or conduct surveys for species that may have had a change in protection status. More information may be needed because of the selected project alternative, or because of choices in designs that may have different impacts on biological resources. This work may be similar to the work described in Planning Phase.
2. For projects involving ecological restoration and/or revegetation of landscapes, the work during Planning and Design Phase may include conducting soil, hydrology, and other physical habitat investigations to assist in project or operational planning and design. The work may involve propagule reconnaissance, collection, processing and storage, or oversight of contracted nurseries providing that service. During Design Phase, the work may include drafting plans and specifications for restoration/revegetation, and other related tasks.
3. Frequently projects and operations will be required to develop a mitigation and monitoring plan for biological resources that have to be mitigated for or monitored after the Construction Phase. This plan will describe many of the biological Post Construction Phase activities that will be required to be completed, documented and reported. The Consultant may be required to develop any or all of the elements of this mitigation and monitoring plan.

C. Construction Phase

1. Biological services provided during Construction Phase are typically designed to ensure that individual plants and wildlife are out of harm's way immediately prior to and during construction. This work can be required by the CEQA/NEPA documents, state and federal permits, or Valley Water best management practices (BMPs).
2. Work that is typically done prior to construction includes preconstruction surveys for sensitive plants and/or wildlife species that have been identified as potentially being on site during construction. These are basic surveys for nesting birds, special status plants and other species. If sensitive species are found to be present, measures are typically implemented to avoid taking individuals. The consultant will coordinate with Valley Water staff and may assist in advising how to avoid harming or disturbing the individual plants or wildlife.
3. During construction activities, a biological monitor may be required to be present to ensure that any BMPs are correctly implemented, and to monitor the construction site for any protected species that may get in harm's way. The biological monitor will have specific monitoring tasks that are identified in the BMPs or permits. They can include surveying the site daily prior to the start of construction activities, inspecting

SCHEDULE OC SCOPE OF SERVICES

exteriors of vehicles on site, checking exclusion fences for integrity, and any other required tasks.

4. Construction activities may also be restoration activities such as installation of vegetation and/or other habitat features. During the installation of these biological features, the consultant may be tasked with providing oversight on the correct installation of biological materials per the project's plans and specifications.

D. Post Construction Phase

1. Biological services during the Post Construction Phase generally include monitoring the project or mitigation site and the biological resources that were of issue during the Construction Phase of the project or operation. This monitoring is usually prescribed in the mitigation and monitoring plan and permits that were developed and approved in the Design Phase. Monitoring work typically consists of surveying, sampling and assessing if the biological resources are responding or recovering within expected levels or meeting success criteria. The consultant may participate in any or all of the monitoring activities. Once the biological information is collected, a mitigation and monitoring report is usually written and submitted to the permitting regulatory agencies with an assessment of biological resources. This report may recommend actions needed to bring the biological resources into compliance with expected goals or success criteria. The Consultant may be tasked with writing this report and carrying out the recommended actions.

E. Other Work

1. During any phase of a project or operation, Consultant may be tasked to advise Valley Water in their field of expertise and provide guidance on how to address sensitive habitat issues, provide protections for biological resources, and implement specific monitoring techniques that have worked well in their experience. They may also use their professional experience to work with Valley Water and regulatory agencies on how to devise innovative solutions to difficult biological resource issues.
2. All of the above work can be in the areas of botany, wetlands, fisheries, wildlife, restoration ecology, land and natural resources management and other biological fields as needed. Specific biological expertise and activities are described further beginning in Section 7.

8. BIOLOGICAL SPECIFICATIONS, QUALIFICATIONS, AND SERVICES

- A. All biological work performed under this agreement will be performed with approved protocols including standardized datasheets and nomenclature. Standard decontamination procedures shall be followed to help reduce the spread of pathogens and invasive species. A Valley Water Biologist shall be assigned to each work authorization and shall be consulted when questions arise or when biological decisions need to be made. In all cases the Valley Water biologist will be the final authority on

SCHEDULE OC SCOPE OF SERVICES

biological issues. The below specifications, qualifications and services are not an exhaustive listing, but are provided to give the Consultant an understanding of the range of services that Valley Water will likely need during the term of the Agreement.

- B. Below is a description, for each biological discipline, of the staff knowledge and experience that are anticipated to be needed under this contract. Also listed are types of services that are anticipated to be needed under this contract. The Consultant is expected to have staff available for each of the biological specialty tasks who meet the qualifications for these tasks, or can contract with subconsultants that meet those qualifications.

8.1 Project Management

- A. The Consultant's Project Manager shall be a qualified Senior Biologist or Principal and shall coordinate all on-call biological services contract matters with Valley Water's Project Manager or his/her designee. The Consultant's Project Manager shall be accessible to Valley Water Project Manager or his/her designee at all times during normal Valley Water working hours. In addition to other specified responsibilities, the Consultant's Project Manager shall be responsible for all matters related to the Consultant's personnel and biological services activities.

8.2 Biological Staff Minimum Qualifications (Table 8.14)

- A. Summary Table of Biologist Labor Qualifications who shall meet the minimum qualifications and the specialty qualifications provided in Section 5-Table 8.14 in Section 5 of the Preliminary Scope of Services, as well as the following:

Knowledge of:

Principles and practices of ecology, biology, botany, wetlands science, riparian revegetation, plant pathology, soils science, hydrology, fluvial geomorphology, wildlife management, rangeland management and/or related natural resources management. Ecological monitoring techniques and data evaluation. Pertinent federal, state and local codes, laws and regulations, and Habitat Conservation Plans or other special permits.

Ability to:

Perform field investigations, habitat assessments, monitoring equipment installation, analysis and reporting. Read and interpret maps, aerial photos, plans, specifications and contract documents. Apply specific quantitative techniques to evaluate resource functions and values. Interpret and explain applicable environmental laws and regulations. Prepare clear and concise reports. Understand and carry out oral and written instruction.

SCHEDULE OC SCOPE OF SERVICES

Maintain accurate notes and records. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted during work.

Education, Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education

Equivalent to a Bachelor's degree from an accredited college or university with major course work in biological or natural sciences, ecology or a related field. Directly related experience may be substituted for the college requirement. Advanced degrees are desirable, especially in the specific disciplines (botany, wetlands, wildlife, fisheries, and restoration).

Experience

Three years of experience performing biological, ecological or other related science-based field activities. For some projects, additional resource agency required experience and pre-approval may also be necessary. For example, some of Valley Water's Lake and Streambed Alteration Agreements call for the following: "A qualified biologist is an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for each species that may be present within the project area. A biological monitor is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this project, experience with construction-level biological monitoring, be able to recognize species that may be present within the project area, and be familiar with the habits and behavior of those species."

Credentials, Certifications, and Special permits

Consultant shall identify and prepare necessary applications, and obtain all required permits for completion of the services identified in an approved Task Order.

To conduct certain activities, Valley Water may require special credentials, certifications, or permits. Many activities will require the Consultant to have a California Scientific Collection permit, and for certain activities, additional state and federal permits. It is also desirable for the Consultant to have professionally recognized certifications as listed below under the appropriate discipline.

8.3 Botanical/Plant and Wetland Ecology Qualifications

Knowledge, Experience, and Education:

On-Call Biological Services 2025

Agreement No. A5567A / PB File No. VW0597

Standard On-Call Consultant Agreement-Capital-Non-PMIS-12/13/24

Ver. 1.9.2026

SCHEDULE OC SCOPE OF SERVICES

B.S., B.A., or equivalent degree in biology with an emphasis on botanical/plant ecology studies, or related field. Advanced degree is desirable for senior personnel or project leaders.

Botanists/plant ecologists/wetland specialists (botanists) shall be proficient in plant taxonomy, and plant and wetland community ecology and classification with emphasis on the rare flora, riparian and wetland habitats of Santa Clara County. They shall be experienced in conducting floristic surveys, vegetation mapping, assessment of plant health and identification of plant pathogens, a variety of standard qualitative and quantitative vegetation sampling techniques such as line intercept and quadrat methods, and jurisdictional determinations of Waters of the U.S. and state. Botanists must be able to identify plants to the lowest taxonomic level necessary to determine rarity, listing and wetland indicator status. They should be familiar with the appropriate state and federal statutes related to plant collecting; be aware of and follow conservation ethics and accepted plant collection and documentation techniques. Botanists should be familiar with and employ the most recent phytosanitary practices (see www.calphytos.org).

Credentials, Certifications, and Permits:

Desirable: Professional Wetland Scientist, Society of Wetland Scientists; California Consulting Botanist Certification

Methods:

For each activity, there may be specific protocols that the Consultant will be requested to follow. Some have been developed by Valley Water and some are regulatory agency-approved protocols. Consultant-proposed protocols may be followed with the prior approval of Valley Water.

Jurisdictional determinations must be conducted in accordance with the following or the most current Corps approved methodologies:

U.S. Army Corps of Engineers. 2008. Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Arid West Region (Version 2.0). J. S. Wakeley, R. W. Lichvar, and C.V. Noble (eds.). (ERDC/EL TR-08-28.) Vicksburg, MS: U.S. Army Engineer Research and Development Center.

U.S. Army Corps of Engineers, San Francisco District. 2007. Information requested for verification of Corps jurisdiction. November. San Francisco, CA.
<http://www.spn.usace.army.mil/regulatory/JD/Info%20Req.pdf> (as of 1/11/11).

Botanical surveys must be conducted in accordance with the following or most recent methodologies:

CNPS Botanical Survey Guidelines: https://cnps.org/wp-content/uploads/2018/03/cnps_survey_guidelines.pdf

SCHEDULE OC SCOPE OF SERVICES

CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plants and Sensitive Natural Communities:

<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>

USFWS Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants

<https://www.fws.gov/ventura/docs/species/protocols/botanicalinventories.pdf>

Surveys for target species covered by the Valley Habitat Plan (VHP) will be conducted based on the VHP Clarification and Interpretation Memos, including Covered Plant Survey Timing (Clarification Number 2017-002a), Definition of a Covered Plant Occurrence and Tracking Occurrences (Clarification Number 2017-002b) and Assessing Impacts on Covered Plant Occurrences (Clarification Number 2017-002c).

Plant pathogen diagnostics will follow guidelines and recommendations at www.calphytos.org.

Field techniques shall be systematic, accurate, and comprehensive.

Types of Activities:

- floristic surveys to develop species lists
- sensitive species surveys
- field mapping of communities and habitats (GIS)
- Santa Clara Valley Habitat Plan (VHP) package preparation (mapping, memorandum, VHP condition implementation)
- pre-construction sensitive species and habitat surveys
- pre-and post-construction impact evaluations
- qualitative and quantitative sampling, including sub-sampling techniques
- wetland delineations including maps, data sheets, and other supporting information
- non-native species surveys
- plant pathogen diagnostic assessments, including plant health and pathogen identification, soil sample collection, mapping, impact evaluation, monitoring, and recommendations
- collection of seeds and/or vegetative propagules using proper collecting, processing, storage, and labeling techniques.

SCHEDULE OC SCOPE OF SERVICES

- mitigation/restoration site vegetation monitoring
- completion of detailed field survey forms including for the California Natural Diversity Database (CNDDDB)

Data to be Collected:

Data to be collected may include detailed lists of vascular plants present; identification, composition, location, extent and condition of rare plant populations, soil or plant samples for assessment of plant pathogens, invasive plant occurrences, and vegetation/wetland communities; vegetation cover estimates, maps of vegetation/wetland communities for input into GIS, and wetland soils, hydrology and vegetation information.

Deliverables shall include copies of field notes, sketches, maps, and/or GPS data and maps provided in hardcopy or electronic format as indicated, and other products as needed. All GIS products must adhere to Valley Water GIS standards.

8.4 Health & Safety

In addition to the requirements specified elsewhere in the subsequent agreement, the following also shall apply:

Consultant shall comply with the California Occupational Safety and Health Act (Labor Code § 6300 et seq.) and Title 8 of the Code of Regulations, and will also take, or cause to be taken, such additional measures as may be necessary for the prevention of accidents. Nothing in this Agreement shall be construed to permit work not conforming to governing codes. Prior to commencement of potentially hazardous work, e.g., Hazardous Substance Liability Assessments, Consultant shall: (1) ensure written safety plans are created, and made available for review upon request by Valley Water Project Manager or proper authority, for effectuating provisions for accident prevention, worksite logistics, and documentation of proper certifications and training and (2) obtain and abide by any special permit requirements. Consultant shall maintain an accurate record of, and shall report to Valley Water Project Manager in writing, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment incident to work performed under the Scope of Services. Consultant shall be solely and completely responsible for conditions of the jobsite including safety of all persons and property during the performance of the work, except from District's sole negligence or intentional misconduct. This requirement shall apply continuously until the Agreement is terminated and shall not be limited to normal working hours. Consultant is hereby informed that work on this Project could be hazardous. Consultant shall instruct all personnel working in potentially hazardous work areas of the potential dangers and shall provide such safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall

SCHEDULE OC SCOPE OF SERVICES

be exercised relative to work around exposed electrical wires, gas utilities, lead exposures, asbestos exposures, abandoned or discarded hazardous waste/materials and any other recognizable hazard. Valley Water Project Manager will notify Consultant of any noncompliance with the foregoing provisions. Consultant shall, after receipt of such notice, immediately take corrective action. If Consultant fails or refuses to comply immediately, the matter will be referred to the proper authority. No part of the time lost due to any stop order issued by proper authority shall be made the subject or claim for extension of time or for extra costs or damages by Consultant. Compliance with the provisions of this Section by subcontractors will be the responsibility of Consultant.

8.5 Personnel Roles & Responsibilities

The Consultant's personnel shall be capable of performing the types of biological services described above in "Preliminary Scope of Services" with minimal instructions from Valley Water.

8.6 Fisheries Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in fisheries or related field. Advanced degree is desirable for senior personnel or project leaders.

Fisheries biologists shall possess experience and/or the ability to work on fishery projects in urban, rural and remote environments. Fisheries biologists shall possess specific knowledge of anadromous fish as well as estuaries, brackish and fresh water environments as they relate to species of fish and habitat components in Santa Clara County. They shall possess experience in various fish sampling and research techniques including, seining, gill netting, trapping, spawning surveys, anadromous fish passage and habitat assessments, backpack and boat electrofishing, passive integrated transponder (PIT) tagging and antenna design/building, and other passive counting devices. They shall have the ability to use field measuring devices such as stadia rods, hip chains, and flow meters. They must be experienced in relocating aquatic species and conducting fish salvage operations. They shall possess experience sampling water quality and relating this information to fishery habitat. They shall possess experience with analyzing impacts of a project on special status species (including Central California coast and South Central California Coast steelhead (*Oncorhynchus mykiss*), longfin smelt (*Spirinchus thaleichthys*), green sturgeon (*Acipenser medirostris*), and Southern Coastal roach- (*Hesperoleucus venustus subditus*)) and other native fish and their habitats.

The minimum qualifications for a fisheries crew leader include those listed above with the addition of 3 years of experience in anadromous/native fish handling utilizing

SCHEDULE OC SCOPE OF SERVICES

safe capture and release techniques. The fisheries crew leader must also possess the ability to plan, organize, and supervise fish relocation/salvage activities.

Credentials, Certifications, and Permits:

The fisheries biologists will have collecting permits as appropriate from the resource agencies (i.e. California Department of Fish and Wildlife). For electro-fishing activities, biologists may be required to possess electro-fishing certification.

Methods:

For each fisheries task, the Consultant will be either accompanied by a District fisheries biologist, or be provided the specific methodology to use for the task. The fisheries tasks may require seining, gill netting, trapping, anadromous fish spawning surveys, passage and habitat assessments, backpack or boat electro fishing, PIT tagging and antenna design/building, and servicing/downloading other passive counting devices.

Types of Activities:

- relocate native fish in streams and/or percolation ponds, using backpack or boat electrofishing, seining, traps or other techniques.
- collect fish for scientific research from streams, sloughs, percolation ponds and reservoirs using a variety of approved techniques.
- conduct spawning surveys for anadromous fish.
- perform habitat and fish passage assessments and other fisheries related tasks as needed.
- sampling of water temperature, dissolved oxygen content, and salinity, turbidity and/or suspended solids.
- service (clean, download, maintain) passive fish counting device such as a PIT tag array or a Vaki RiverWatcher.
- building and design of PIT tag antennas, including anchoring in the channel. Solar design, and equipment troubleshooting
- completion of detailed field survey forms including for the CNDDB
- implement, design, and monitoring habitat restoration for fish and other aquatic species.

Data to be Collected

Data to be collected may include information on fish observed, number captured, number released, physical measurements (length/weight), number of mortalities, release points, number of redds or carcasses, water temperature, fish condition, and

SCHEDULE OC SCOPE OF SERVICES

other information requested. Identification of native and non-native fish must be to lowest possible taxa. Information may be requested on habitat/stream conditions. Deliverables shall include copies of field notes and hardcopy and/or electronic files of GIS maps, and survey reports when requested.

8.7 Wildlife Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in wildlife ecology, biology, or a closely related natural resource field with an emphasis on terrestrial species. Advanced degree is desirable for senior personnel or project leaders.

Qualified wildlife biologists must be familiar with the wildlife species and habitats that occur in Santa Clara County, and shall be proficient in identification of those habitat types, the wildlife species that may be found in them, and the behavior and habits of those species. The wildlife biologists shall have sufficient experience in entomology, ornithology, herpetology, and mammalogy to implement the required protocols (presence/absence surveys, mapping of biological constraints, species habitat mapping, pre-construction surveys, biological construction monitoring, wildlife capture, handling, and relocation, etc.). for various common and special-status wildlife species found in Santa Clara County. This includes non-game migratory bird nest-searching experience including raptor nests (active or inactive), roosting bat surveys, and amphibian sampling experience. Experience with the following species is desirable: California tiger salamander, (*Ambystoma californiense*), California red-legged frog (*Rana draytonii*), foothill yellow-legged frog (*Rana boylei*), northwestern pond turtle, (*Actinemys marmorata*), California Ridgway's rail (*Rallus obsoletus obsoletus*), California black rail (*Laterallus jamaicensis coturniculus*), western burrowing owl, (*Athene cunicularia*), salt marsh harvest mouse, (*Reithrodontomys raviventris*), San Francisco dusky-footed woodrat (*Neotoma fuscipes annectens*), San Joaquin kit fox (*Vulpes macrotis mutica*), special-status bat species, bay checkerspot butterfly (*Euphydryas editha bayensis*), and other special-status species known to occur in Santa Clara County. The wildlife biologists shall be experienced in taking detailed field notes and in data collection, entry, analysis, and reporting.

Credentials, Certifications, and Permits:

The Consultant or its sub-consultants shall include qualified wildlife biologists possessing state and federal permits (e.g., individual USFWS 10(a)(1)(A), CDFW Memorandums of Understanding and Scientific Collecting Permits) for take of

SCHEDULE OC SCOPE OF SERVICES

California tiger salamanders, California red-legged frogs, California Ridgway's rail, and salt marsh harvest mouse or other species as necessary and appropriate.

Methods:

For each required activity, there will be specific protocols that the Consultant or its sub-consultants will be requested to follow. These can include specific protocols developed by Valley Water, VHP, and/or state or federal agencies including the current state or federally-approved survey and monitoring protocols and guidelines for special-status species, which may be found online or through the agency websites at:

USFWS:

<https://www.fws.gov/library/collections/survey-protocols-and-guidelines-recovery-permits-pacific-southwest-region>

CDFW:

<https://www.wildlife.ca.gov/Conservation/Survey-Protocols#>

The appropriate protocols required for each activity will be described in the work authorization.

Types of Activities:

- VHP condition compliance surveys
- wildlife habitat mapping and suitability surveys
- assessment surveys for a variety of species
- pre-construction presence/absence wildlife surveys
- focused or protocol-level surveys for special-status species, including nesting birds
- biological construction monitoring
- environmental permit compliance enforcement
- capture, handling, relocation and/or monitoring of wildlife species
- coordination with Valley Water biologists
- completion of detailed field survey forms including for the CNDDDB
- implement, design, and monitoring habitat restoration for wildlife species in riparian, aquatic, and upland habitats.
- other wildlife field work or reporting as necessary

Data to be Collected:

SCHEDULE OC SCOPE OF SERVICES

Data to be collected may include reports of insects, amphibians, reptiles, birds, and mammals including rare or special-status species observed in the project area or vicinity; detailed information on species present; data or datasheets associated with wildlife relocations, VHP, or protocol-level surveys; maps indicating biological constraints and no-work buffers such as location of migratory bird nests, including raptor nests (active or inactive), and a determination of whether a nest is active and the stage of activity; maps of species habitat types; reports on non-compliance and enforcement of environmental permit compliance; and environmental or other information associated with field surveys and monitoring including weather, temperature, wind, precipitation, cloud cover, date/time, area surveyed, species surveyed for, project activities occurring in or near the survey area, or other information as requested. Deliverables shall include copies of field notes, data and datasheets, and hardcopy and/or electronic files of biological survey and compliance reports and GIS maps, when requested.

8.8 Restoration Ecology Qualifications

Knowledge, Experience, and Education:

B.S., B.A., or equivalent degree in biology with an emphasis on riparian, riverine, and wetland restoration or related field. Advanced degree is desirable for senior personnel or project leaders.

Restoration ecology personnel shall be proficient in mitigation/revegetation (mitigation) site suitability evaluation and design, identification of native, weedy and ornamental flora found in Santa Clara County riparian and wetland habitats and be knowledgeable regarding local mitigation plant phenology, reproduction, propagation, cultural requirements, and plant propagation and installation practices per plant pathogen avoidance guidelines at www.calphytos.org. Personnel shall be experienced in substrate evaluation including integration of soils science with surface and groundwater hydrology to determine site suitability for mitigation. Familiarity with biotechnical slope protection and erosion control practices will be beneficial. Personnel shall be familiar with the most recent phytosanitary procedures. Knowledge of local tree ordinances is also needed.

Credentials, Certifications, and Permits:

Arborist personnel must be certified by the International Society of Arboriculture as arborists and tree workers, as applicable, and be trained for chainsaw use, climbing, pruning and tree removal.

Methods:

Methods and protocols will be specified in the individual work authorization.

SCHEDULE OC SCOPE OF SERVICES

Types of Activities:

- planning and implementation of mitigation plantings
- landscape assessments for riparian or wetland mitigation suitability, including
- soils and groundwater trenching investigations, hydrologic evaluations, fluvial geomorphic evaluations

- field identification of native, weed and ornamental species
- habitat quality and health assessments, including plant disease and insect identification on native species and identification of structural defects in trees
- evaluations of construction impacts to trees and issuing tree preservation plans
- plant palette recommendations
- propagule reconnaissance, collection, processing and storage per guidelines at www.calphytos.org
- monitoring compliance with plans and specifications during mitigation installation
- monitoring establishment of mitigation sites and providing written recommendations for corrective actions
- Other activities as needed

Data to be Collected:

Potential mitigation site soils, hydrology and vegetation characteristics, propagule collection documentation, mitigation plant count and cover data using standard methods (e.g., transects, quadrats); plant vigor ratings per Valley Water protocol, mapping of mitigation polygons, invasive species eradication zones and individual trees to be removed.

8.9 CRAM Knowledge, Experience, Training, and Qualifications

Knowledge, Experience, and Education:

Qualified Field Practitioners shall have successfully completed the Practitioner-Level Training for the wetland module relevant for the assessment to be completed (Riverine, Estuarine, Depressional, etc.). They shall have demonstrable skills necessary to accurately and consistently conduct the California Rapid Assessment Method (CRAM) for Wetlands including an understanding of the conceptual structure and approach of the CRAM; a detailed, technical grounding in the method for riverine wetlands and associated riparian areas, or other wetland types as needed; an understanding of the CRAM for project and regulatory application; experience in the use of eCRAM and quality assurance procedures. The Qualified Field Practitioner shall be familiar with the common native and nonnative plant species of Santa Clara County or have experience in plant identification, navigation, and mapping on aerial imagery. They shall follow the direction of project lead(s) and Valley Water biologists

SCHEDULE OC SCOPE OF SERVICES

for right to enter and appropriate access points, and be considerate to property owners, properties, and neighbors.

Credentials, Certifications, and Permits:

Validation of a Qualified Field Practitioner is determined based on their inclusion on the CRAM Practitioner Trainee List (<http://www.cramwetlands.org/training/participants>).

Methods:

Current CRAM methodology will be conducted in accordance with the CRAM Field Book appropriate to the wetland type to be assessed. Field books can be found on the CRAM wetlands site at:

<https://www.cramwetlands.org/documents#cram+training+materials>

Additional or modified methodology relevant to CRAM may be requested for assessment areas at the direction of the project lead(s) or Valley Water biologists.

Types of Activities:

- attend one or more field calibration trainings with Valley Water and SFEI
- communication and coordination with project lead(s), Valley Water biologists, and team members
- prepare the CRAM packets including all assessment area maps and datasheets
- safe, efficient, and legal navigation to and access of assessment areas
- access field sites in potentially steep and rugged areas; areas with poison oak, blackberry, stinging nettle, or other such plants; potentially in areas with homeless encampments, feral pets, wildlife, or other such hazards
- work on a team of two or more individuals to collect CRAM field data including plant identification, completing datasheets, mapping on aerial imagery, etc. at multiple assessment areas as assigned by the project lead(s) or District biologists
- manage field data including copying and electronically storing data
- enter data in eCRAM

Data to be Collected:

The Qualified Field Practitioner will collect all CRAM data in accordance with the current CRAM Field Book appropriate for the wetland type to be assessed.

Additional data relevant to the CRAM may need to be collected for assessment areas at the direction of the project lead(s) or Valley Water biologists.

SCHEDULE OC SCOPE OF SERVICES

8.10 Land and Natural Resources Management Qualifications

Knowledge, Experience, and Education;

B.S., B.A., or equivalent degree in Biology with an emphasis on land or natural resources management.

Land and natural resources managers should be proficient in the management and preservation of large open space lands and their associated natural resources and conservation values. They should have experience preparing and implementing land and natural resources management plans. Experience with conservation easement monitoring and reporting is also desired.

Credentials, Certifications, and Permits:

There may be a requirement for some tasks to be performed by a California-licensed Certified Rangeland Manager.

Methods:

For each task or activity, there may be specific protocols that the Consultant or its sub-consultants will be required to follow. The appropriate protocols required for each activity will be described in the work authorization.

Types of Activities:

- land and resources management plan preparation and implementation
- invasive and nuisance species monitoring and control
- plant pathogen prevention planning and management in pristine habitats
- integrated pest management
- planning, inspection, and management of infrastructure such as culverts, ponds, wells, cattle infrastructure, fences, gates and ranch/farm roads
- fire protection and fuels management
- grazing management
- residual dry matter (RDM)/mulch monitoring
- aquatic habitat (streams, springs, ponds) monitoring other technical support as requested to support monitoring and management of watershed lands

Data to be Collected

Data to be collected includes information on invasive species, grazing and other infrastructure, RDM/mulch, and aquatic habitat conditions. Deliverables may include copies of field notes and hardcopy and/or electronic files of GIS maps, and survey reports when requested.

**SCHEDULE OC
SCOPE OF SERVICES**

8.11 Additional Technical and Support Services

Other related technical work such as GIS, CADD, toxicology, data entry, database development and analysis may be requested under this contract. Scopes of work, protocols, specifications and formats of deliverables and compensation will be negotiated during the development of the cost proposal for the requested work.

Other support services may be requested such as administrative support, clerical and office support for compilation of reports, maps, and other documents generated under the scope of this contract. Compensation for these services will be negotiated during the development of the cost proposal for the requested work.

8.12 GIS/GPS Requirements:

Valley Water may request the Consultant to collect geospatial data to develop GIS files and using GPS equipment. All GPS data must be sub-one meter accuracy, unless otherwise specifically agreed upon in writing in advance of the work. All GIS products must adhere to Valley Water standards for GIS products (to be attached to RFP).

8.13 Deliverables

Deliverables for all tasks may include data sheets, field notes, data analysis, GIS files, databases, reports, plans and specifications, both electronic and hardcopy. Valley Water may request the submittal of a report or spreadsheet template or provide a template for a report, spreadsheet or data sheet to communicate the exact format for a deliverable. In each Cost Proposal, the set of deliverables will be defined and agreed upon in both description and quantity.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**SCHEDULE OC
SCOPE OF SERVICES**

8.14 Summary Table of Labor Qualifications

LABOR CATEGORY QUALIFICATIONS

Personnel Classification	Professional Qualification Guidelines
Principal	Ten years of experience in providing oversight and management of staff resources and budgets for natural resource projects with public agencies.
Project Manager	Three years of increasingly responsible experience in managing natural resource projects including biological and environmental planning services for public agencies.
Project Coordinator	Experience in organizing contract documents including, invoices, work authorizations, and cost proposals.
Landscape Architect	Bachelor's or more advanced degree in Landscape Architecture, and a licensed Landscape Architect in California
Landscape Designer	Bachelor's degree in Landscape Architecture or 5 years of experience in drafting landscape plans and specifications
Senior Environmental Planner	Bachelor's degree in environmental planning, natural resources management, or a related field. Seven years of increasingly responsible environmental planning or related experience.
Environmental Planner	Bachelor's degree in environmental planning, natural resources management, or a related field. Three years of increasingly responsible environmental planning or related experience.
Fluvial Geomorphologist	Bachelor's degree in Geomorphology or related field plus 3 or more years of professional experience. Possession of required state and/or federal permits to

**SCHEDULE OC
SCOPE OF SERVICES**

Personnel Classification	Professional Qualification Guidelines
Hydrologist	Bachelor's degree in Hydrology or related field plus 3 or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work.
Soils Scientist	Bachelor's degree in Soil Science or related field plus 3 or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work.
Certified Rangeland Manager	Certification as a Certified Rangeland Manager by the California-Pacific Section of the Society for Range Management and licensing granted by the California board of Forestry and Fire Protection.
GIS/CADD Specialist	Bachelor's degree in geographic information systems, computer science, biological science, engineering, geography or a related field. Plus 4 years of experience developing data in GIS software.
GIS/CADD Technician	Bachelor's degree in geographic information systems, computer science, biological science, engineering, geography or a related field. Plus 2 years of experience developing data in GIS software.
Administrative Support Personnel	Experience performing general administrative tasks.
Native Plant Horticulturalist	Bachelor's degree in Horticulture or related field, plus 3 years of experience with California native plants.
Arborist	Arborist personnel must be certified by the International Society of Arboriculture as arborists and/or tree workers, as applicable.

**SCHEDULE OC
SCOPE OF SERVICES**

Personnel Classification	Professional Qualification Guidelines
Senior/Principal Restoration Ecologist	Bachelor's degree (advanced degree desirable), with an emphasis on riparian restoration, or related field. Seven or more years of professional experience.
Senior/Principal Botanist	Bachelor's degree (advanced degree desirable) with an emphasis on botanical studies. Seven or more years of professional experience.
Senior/Principal Wildlife Biologist	Bachelor's degree (advanced degree desirable) with an emphasis on terrestrial and/or aquatic wildlife studies. Seven or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work.
Senior/Principal Fisheries Biologist	Bachelor's degree (advanced degree desirable) with an emphasis on anadromous fish studies. Seven or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work.
Senior/Principal Wetland Scientist	Bachelor's degree (advanced degree desirable) with an emphasis on wetland restoration. Five or more years of professional experience. Possession of required state and/or federal permits to conduct assigned work.
Associate Biologist	Bachelor's degree in Biology or related field. Plus 5 or more years of professional experience in the requested area of expertise (wildlife, fisheries, botany, wetlands, restoration). Possession of required state and/or federal permits to conduct assigned work.

**SCHEDULE OC
SCOPE OF SERVICES**

Personnel Classification	Professional Qualification Guidelines
Assistant Biologist II	Bachelor's degree in Biology or related field. Plus 3 or more years of professional experience in the requested area of expertise (wildlife, fisheries, botany, wetlands, restoration). Possession of required state and/or federal permits to conduct assigned work.
Assistant Biologist I	Bachelor's degree in Biology or related field. Plus 1 or more years of professional experience in the requested area of expertise (wildlife, fisheries, botany, wetlands, restoration)

9. Attachments

The following Standard On-Call Consultant Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$3,000,000** (Not-to-Exceed Fees or NTE). There is no guarantee of any particular amount of compensation to Consultant under this Agreement. The \$3,000,000 represents a Not-To-Exceed Aggregate Fee amount that shall apply to each On-Call Agreement awarded for on-call biological service. The NTE Aggregate Fee shall also be a total NTE amount to be shared, distributed to, and drawn from, by all On-Call Agreements for on-call biological service. The maximum aggregate compensation that Valley Water has authorized to be expended will not exceed the amount as indicated above. Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.** However, in valuable consideration for Consultant's agreement to be on-call to perform services for Valley Water upon request with no minimum guaranteed amount of work, Valley Water will pay Consultant Five Hundred Dollars (\$500) on or before the expiration of this Agreement if Valley Water has not requested to utilize Consultant's services during the agreement term.

2. Terms and Conditions

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

- A. Valley Water will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel, as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and Valley Water, provided Consultant submits written notice to Valley Water of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

B. Reimbursable Expenses

1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager (VWPM) will be billed on a monthly basis at actual cost linked to each Agreement Task, provided that the Task total NTE amount is not exceeded. Consultant shall provide detailed receipts for each other direct expense item(s) with monthly invoices submitted.
3. Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager (VWPM). All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
4. Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager (VWPM). For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager (VWPM) for a different type of vehicle.
5. Expenses incurred by the Consultant, including for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost. No markup will apply for Consultant to manage Subconsultants, subcontractors and vendors, including lab services.
6. For staff with rates exceeding the rate of \$[RATE LIMIT]/hr., the Consultant must obtain written approval from Valley Water Project Manager (VWPM) as to the numbers of hours per task prior to that individual working on the Project. -NOT USED

C. Prevailing Wage Requirements -NOT USED

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE SCHEDULE

VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Principal	Principal	\$337.98
Project Manager	Senior Associate Ecologist	\$221.04
	Associate Ecologist	\$203.90
	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
Project Coordinator	Ecologist 2	\$157.21
Landscape Architect	Principal	\$337.98
	Senior Associate Ecologist	\$221.04
	Associate Ecologist	\$203.90
	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
Landscape Designer	Ecologist 2	\$157.21
	Ecologist 1	\$142.65
	Field Biologist 2	\$129.64
Soils Scientist	Ecologist 1	\$142.65
	Field Biologist 2	\$129.64
Certified Rangeland Manager	Principal	\$337.98
GIS/CADD Specialist	Senior GIS Analyst	\$188.48
	GIS Analyst	\$143.95
GIS/CADD Technician	GIS Technician	\$117.17
Administrative Support Personnel	Senior Technical Support	\$165.85
	Technical Support	\$110.93
	Clerical Staff	\$71.73
Arborist	Senior Associate Ecologist	\$221.04
	Associate Ecologist	\$203.90
	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
	Ecologist 2	\$157.21
	Ecologist 1	\$142.65
Senior/Principal Restoration Ecologist	Principal	\$337.98
	Senior Associate Ecologist	\$221.04
	Associate Ecologist	\$203.90
	Senior Ecologist 2	\$187.20

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
	Senior Ecologist 1	\$172.20
Senior/Principal Botanist	Principal	\$337.98
	Senior Associate Ecologist	\$221.04
	Associate Ecologist	\$203.90
	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
Senior/Principal Wildlife Biologist	Principal	\$337.98
	Senior Associate Ecologist	\$221.04
	Associate Ecologist	\$203.90
	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
Senior/Principal Fisheries Biologist	Principal	\$337.98
Senior/Principal Wetland Scientist	Principal	\$337.98
	Senior Associate Ecologist	\$221.04
	Associate Ecologist	\$203.90
	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
Associate Biologist	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
Assistant Biologist II	Ecologist 2	\$157.21
	Ecologist 1	\$142.65
	Field Biologist 2	\$129.64
Assistant Biologist I	Field Biologist 1	\$117.17
Subconsultants		
Sequoia Ecological Consulting		
VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	PROPOSED RATE
Principal	Sr. Principal 1	\$336
	Sr. Principal 2	\$347
	Sr. Principal 3	\$350
	Principal 1	\$305
	Principal 2	\$315
	Principal 3	\$326

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Project Manager	Program Manager 1	\$273
	Program Manager 2	\$284
	Program Manager 3	\$294
	Sr. Project Manager 1	\$242
	Sr. Project Manager 2	\$252
	Sr. Project Manager 3	\$263
	Project Manager 1	\$189
	Project Manager 2	\$194
	Project Manager 3	\$200
	Project Manager 4	\$210
	Project Manager 5	\$221
	Project Manager 6	\$231
	Assistant Project Manager 1	\$173
	Assistant Project Manager 2	\$179
	Assistant Project Manager 3	\$184
Project Coordinator	Project Administrator	\$142
GIS/CADD Specialist	GIS Project Manager 1	\$210
	GIS Project Manager 2	\$221
	GIS Project Manager 3	\$231
	GIS Specialist 1	\$242
	GIS Specialist 2	\$252
	GIS Specialist 3	\$263
	GIS Program Manager 1	\$273
	GIS Program Manager 2	\$284
	GIS Program Manager 3	\$294
Senior/Principal Wildlife Biologist	Sr. Biologist 1	\$189
	Sr. Biologist 2	\$194
	Sr. Biologist 3	\$200
	Sr. Scientist 1	\$210
	Sr. Scientist 2	\$221
	Sr. Scientist 3	\$231
	Sr. Technical Specialist 1	\$242
	Sr. Technical Specialist 2	\$252
	Sr. Technical Specialist 3	\$263

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Senior/Principal Botanist	Sr. Botanist/Arborist 1	\$185
	Sr. Botanist/Arborist 2	\$200
	Sr. Botanist/Arborist 3	\$215
Senior/Principal Fisheries Biologist	Sr. Biologist 1	\$189
	Sr. Biologist 2	\$194
	Sr. Biologist 3	\$200
	Sr. Scientist 1	\$210
	Sr. Scientist 2	\$221
	Sr. Scientist 3	\$231
	Sr. Technical Specialist 1	\$242
	Sr. Technical Specialist 2	\$252
	Sr. Technical Specialist 3	\$263
Senior/Principal Wetland Scientist	Sr. Regulatory Specialist 1	\$273
	Sr. Regulatory Specialist 2	\$284
	Sr. Regulatory Specialist 3	\$294
Associate Biologist	Project Biologist 1	\$158
	Project Biologist 2	\$163
	Project Biologist 3	\$168
	Resource Specialist 1	\$173
	Resource Specialist 2	\$179
	Resource Specialist 3	\$184
GIS/CADD Technician	GIS Technician 1	\$142
	GIS Technician 2	\$152
	GIS Technician 3	\$163
	GIS Analyst 1	\$173
	GIS Analyst 2	\$184
	GIS Analyst 3	\$194
Assistant Biologist II	Staff Biologist 1	\$126
	Staff Biologist 2	\$131
	Staff Biologist 3	\$137
	Associate Biologist 1	\$142
	Associate Biologist 2	\$147
	Associate Biologist 3	\$152
Arborist	Botanist/Arborist 1	\$135

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
	Botanist/Arborist 1	\$150
	Botanist/Arborist 1	\$165
Assistant Biologist I	Field Technician 1	\$ 95
	Field Technician 2	\$110
	Field Technician 3	\$121
Administrative Support Personnel	Technical Editor 1	\$158
	Technical Editor 2	\$168
	Technical Editor 3	\$179
	Sr. Technical Editor	\$205
	Clerical	\$116
Subconsultants		
Nomad Ecology		
VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Principal	Principal	\$177.21
Project Manager	Project Manager	\$177.27
GIS/CADD Specialist	GIS Specialist	\$103.59
Arborist	ISA Certified Arborist	\$177.27
Principal Restoration Ecologist	Restoration Ecologist	\$177.21
Senior Restoration Ecologist	Senior Vegetation Ecologist	\$177.21
Senior Principal Botanist	Botanist	\$177.21
Senior Botanist	Botanist	\$103.59
Principal Wildlife Biologist	Wildlife Biologist	\$135.40
Senior Wildlife Biologist	Senior Wildlife Biologist	\$123.64
Principal Wetland Scientist	Principal	\$177.21
Senior Wetland Scientist	Wetland Specialist	\$103.59
Subconsultants		
FISHBIO		
VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Senior/Principal Fisheries Biologist	Senior/Principal Biologist	\$192.56
Associate Biologist	Biologist 3	\$178.19
Assistant Biologist II	Biologist 2	\$143.34
Assistant Biologist I	Biologist 1	\$120.09

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Assistant Biologist I	Fisheries Technician	\$99.75
Subconsultants		
Confluence		
VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Principal	Principal	\$165.00
Project Manager	Senior Associate	\$140.00
Senior/Principal Restoration Ecologist	Restoration Ecologist	\$165.00
Associate Biologist	Landscape Tradesman	\$93.00
Subconsultants		
Verdantas (formerly CBEC Eco Engineering)		
VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Administrative Support Personnel	Desktop Publishing	\$151.05
Administrative Support Personnel	Technician I/ Clerical/Admin	\$99.22
Hydrologist	Ecoengineer/ Ecohydrologist I	\$151.72
Hydrologist	Ecoengineer/ Ecohydrologist II	\$176.46
Hydrologist	Ecologist II	\$117.26
Hydrologist	Technician II	\$122.30
Principal	Sr. Principal, Senior Consultant	\$337.98
Project Manager	Senior Ecoengineer/ Ecohydrologist I	\$244.75
Project Manager	Senior Ecoengineer/ Ecohydrologist II	\$266.94
Project Manager	Senior Ecoengineer/ Ecohydrologist III	\$289.10
Subconsultants		
Phytosphere Research		
VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Principal	Principal / Plant Pathologist	\$180.00

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Subconsultants		
Watershed Nursery		
VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
Principal Botanist	Project Supervisor	\$136.62
Native Plant Horticulturalist	Propagation Manager	\$88.65
Native Plant Horticulturalist	Plant Production Associate	\$63.76

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

PROPOSED OTHER DIRECT COSTS (ODC)

Description of Service, Product or Expense	Billable Unit	Cost per Unit
H. T. Harvey & Associates		
Bat Detectors and Analysis	Day	\$130.00
Flow Meter	Day	\$50.00
GIS-based Graphics	Hour	\$10.00
GPS Unit	Day	\$105.00
High-speed Digital Camera	Camera/Day	\$35.00
Motion-sensing Camera	Camera/Night	\$10.00
NearMap	Export	\$200.00
One-way Door	Door/Night	\$0.25
Outboard Utility Boat	Day	\$50.00
Trawl (small)	Day	\$25.00
Trawl (large)	Day	\$50.00
Tree Top Camera	Camera/Day	\$50.00
UAV Use (labor separate)	Flight	\$300.00
Water Quality Meter	Day	\$65.00
WildNote	Day	\$65.00
Vehicle Mileage	Mile	\$0.70 (IRS rate)
Equipment Rental (with prior VWPM approval)		Actual Cost
Expedited Shipping (with prior VWPM approval)		Actual Cost
Sequoia Ecological Consulting		
Vehicle Mileage	Mile	\$0.70 (IRS rate)
Nomad Ecology		
Vehicle Mileage	Mile	\$0.70 (IRS rate)
Trimble GEOXT Submeter GPS	Day	\$50.00
FISHBIO		
Vehicle Mileage	Mile	\$0.70 (IRS rate)
Confluence Consulting		
Utility Task Vehicle	Day	\$300.00
Water buffalo	Day	\$50.00
Mileage	Mile	\$0.70 (IRS rate)
Pick-up Truck	Day	\$50.00
Verdantas (formerly CBEC Eco engineering)		
Wading Acoustic Doppler Velocimeter	Day	\$100.00
Acoustic Doppler Current Profiler w/ Trimaran	Day	\$450.00
ADCP Tethered Package (ADCP, RTK, Flying Fox, Laptop)	Day	\$650.00
ADCP Boat Package (ACDP, RTK, Laptop, Boat)	Day	\$825.00
Water Level Pressure Transducer Data Logger	Day	\$25.00
Water Level / Temperature / Conductivity Data Logger	Day	\$25.00
Water Level Meter Data Logger	Day	\$30.00
Barometric Pressure Data Logger	Day	\$25.00
Rainfall Data Logger	Day	\$10.00

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

Description of Service, Product or Expense	Billable Unit	Cost per Unit
Temperature Data Logger	Day	\$15.00
Sonde Conductivity / Turbidity / Temperature / Depth Data Logger	Day	\$130.00
Handheld Turbidity / Depth Data Logger	Day	\$100.00
Handheld Conductivity / Temperature / Dissolved Oxygen Probe / pH / Barometer Data Logger	Day	\$90.00
Feno Spike (short)	Day	\$80.00
Feno Spike (long)	Day	\$150.00
Field Tablet or Laptop	Day	\$25.00
Mapping Grade GPS Receiver	Day	\$100.00
Survey Grade RTK GPS (Receiver + Network Subscription)	Day	\$350.00
Survey Grade RTK GPS (Receiver + Base Setup)	Day	\$400.00
Manual Total Station	Day	\$100.00
Robotic Total Station	Day	\$225.00
Single Beam Echosounder	Day	\$150.00
HyDrone RC Boat	Day	\$250.00
Unmanned Aerial System (UAS) - Quad Copter Drone	Day	\$150.00
Unmanned Aerial System (UAS) - Fixed Wing Drone	Day	\$300.00
Single Beam Boat Package (Echo, RTK, Laptop, Boat)	Day	\$650.00
Single Beam RC Package (Echo, RTK, Laptop, Hydrone)	Day	\$650.00
Single Beam Kayak Package (Echo, RTK, Laptop, Kayak)	Day	\$500.00
ATV Survey Package (RTK, ATV)	Day	\$425.00
Bedload Sampler	Day	\$175.00
Bed Material Sampler	Day	\$175.00
Suspended Sediment Sampler (less than 6 fps)	Day	\$75.00
Suspended Sediment Sampler (less than 12 fps)	Day	\$200.00
Bridge Crane	Day	\$60.00
Auger (Brass Cores \$5/each)	Day	\$20.00
ATV - Ranger (Fuel at Cost)	Day	\$200.00
16-ft Jet Boat w/ 40 HP Outboard (Fuel at Cost)	Day	\$250.00
21-ft Jet Boat w/ 310 HP Inboard (Fuel at Cost)	Day	\$350.00
Inflatable Dinghy w/ 9.9 HP Outboard	Day	\$100.00
Inflatable Kayak	Day	\$50.00
Field Truck (IRS mileage rates apply; first 100 miles free for daily / weekly use)	Day	\$125.00
Phytosphere Research		
Vehicle Mileage	Mile	\$0.70 (IRS rate)
Watershed Nursery		
Plant Delivery	Per Delivery (based on project size and location)	\$750-1500 (typical range)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**SCHEDULE OC
ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Standard On-Call Agreement, Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires on **three (3) years after the Effective Date**, with the option of two-one (1) year term extensions, if it is in the best interest of Valley Water unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties.
3. Each Task Order will state the schedule for Consultant's performance of that Task Order.
4. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance in an executed Task Order, as an administrative modification to the Task Order and will confirm such modification in writing.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

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

Team Member	Classification	Project Role	Contact Information (Address, Phone and Email)
Steve Rottenborn	Principal	Project Manager	720 University Avenue, Suite 200 Los Gatos, CA 95032 Phone: 408-722-0931 Email: srottenborn@harveyecology.com
Robin Carle	Principal	Assistant Project Manager	720 University Avenue, Suite 200 Los Gatos, CA 95032 Phone: 408-458-3241 Email: rcarle@harveyecology.com
Kelly Hardwicke	Principal	Senior Plant/Wetlands Ecologist	720 University Avenue, Suite 200 Los Gatos, CA 95032 Phone: 408-458-3236 Email: khardwicke@harveyecology.com
Max Busnardo	Principal	Senior Restoration Ecologist	720 University Avenue, Suite 200 Los Gatos, CA 95032 Phone: 408-458-3222 Email: mbusnardo@harveyecology.com

2. The following Subconsultants and Subcontractors are authorized to perform Services pursuant to this Agreement:

Firm	Project Role	Contact Information (Address, Phone and Email)
Sequoia Ecological Consulting, Inc.	Botany and Wildlife Ecology, Regulated Habitats Delineation	Debie Montana 1342 Creekside Drive Walnut Creek, CA 94596 Phone: 925-989-7011 Email: dmontana@sequoiaeco.com
Nomad Ecology	Botany and Wildlife Ecology, Regulated Habitats Delineation	Heath Bartosh 822 Main Street Martinez, CA 94553 Phone: 925-228-3027 Email: hbartosh@nomadecology.com

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

Firm	Project Role	Contact Information (Address, Phone and Email)
FISHBIO	Fisheries Ecology	Andrea Fuller 1617 S. Yosemite Avenue Oakdale, CA 95361 Phone: 209-840-4845 Email: andreafuller@fishbio.com
Verdantas	Ecoengineering, Hydrology, Hydraulics, Geomorphology, Restoration Design	Chris Hammersmark 2544 Industrial Boulevard West Sacramento, CA Phone: 916-231-6052 Email: c.hammersmark@cbecoeng.com
Confluence Restoration Inc.	Habitat Restoration and Management	Ryan Yarbrough 721 Seaside Street Santa Cruz, CA 95060 Phone: 831-588-9738 Email: ryan@confluencerestoration.com
The Watershed Nursery	Native Plant Horticulture	Diana Benner 601-A Canal Boulevard Richmond, CA 94804 Phone: 510-234-2222 Email: diana@thewatershednursery.com
Phytosphere Research	Plant Pathogens	Tedmund Swiecki 1027 Davis Street Vacaville, CA 95687-5495 Phone: 707-452-8735 Email: phytosphere@phytosphere.com

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**SCHEDULE OC
ATTACHMENT FOUR
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf
3	Plant pathogen prevention Best Management Practices for restoration sites
4	Guidance for pear leachate testing for Phytophthora
5	U.S. Army Corps of Engineers. 2008. Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Arid West Region (Version 2.0). J. S. Wakeley, R. W. Lichvar, and C.V. Noble (eds.). (ERDC/EL TR-08-28.) Vicksburg, MS: U.S. Army Engineer Research and Development Center. https://cawaterlibrary.net/document/regional-supplement-to-the-corps-of-engineers-wetland-delineation-manual-arid-west-region-version-2-0/
6	U.S. Army Corps of Engineers, San Francisco District. 2007. Information requested for verification of Corps jurisdiction. November. San Francisco, CA. http://www.spn.usace.army.mil/regulatory/JD/Info%20Req.pdf (as of 1/11/11)
7	CNPS Botanical Survey Guidelines: https://cnps.org/wp-content/uploads/2018/03/cnps_survey_guidelines.pdf
8	CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plants and Sensitive Natural Communities: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline
9	USFWS Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants https://www.fws.gov/ventura/docs/species/protocols/botanicalinventories.pdf
10	Surveys for target species covered by the Valley Habitat Plan (VHP) will be conducted based on the VHP Clarification and Interpretation Memos, including Covered Plant Survey Timing (Clarification Number 2017-002a), Definition of a Covered Plant Occurrence and Tracking Occurrences (Clarification Number 2017-002b) and Assessing Impacts on Covered Plant Occurrences (Clarification Number 2017-002c). PDFs available here: https://www.scv-habitatagency.org/297/Plan-Interpretations
11	FWS: https://www.fws.gov/library/collections/survey-protocols-and-guidelines-recovery-permits-pacific-southwest-region
12	CDFW: https://www.wildlife.ca.gov/Conservation/Survey-Protocols#
13	CRAM: https://www.cramwetlands.org/documents#cram+training+materials