



# STANDARD CONSULTANT AGREEMENT

Terms and Conditions Template (Capital)  
6/1/2024 – 12/31/2025

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and AQC ENVIRONMENTAL BROKERAGE SERVICES INC., 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(s), Scope of Services, attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a Scope of Services that is separate and apart from the Scope of Services described in another Schedule.

## SECTION TWO

### DUTIES OF CONSULTANT

#### 1. Performance

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

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## **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 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 authorized representative 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 representative may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
  - 2) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same Scope) or a new Subconsultant is added (to perform new Scope), provided the firm complies with all insurance requirements established by Valley Water for such work; such approval will be confirmed in writing.

## **8. Compliance with All Laws**

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

## **9. Occupational Safety and Health**

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

## **10. Consultant as Independent Contractor**

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

## **11. Standard of Care**

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

## **SECTION THREE**

### **DUTIES OF VALLEY WATER**

#### **1. Available Data**

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

#### **2. Review of Deliverables**

- A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.
- C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.
- D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.

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

### **3. Access to Valley Water Facilities**

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

## **SECTION FOUR**

### **FEES AND PAYMENTS**

#### **1. Total Fixed Not-to-Exceed Fees**

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the hourly rates, subject to the Total Fixed Not-to-Exceed (NTE) Fees stated in the Schedule, Attachment One, Fees and Payments, for completion of the associated tasks. 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 the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, and reimbursable expenses, incurred by the Consultant to perform the Services.
- B. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, remaining funds previously budgeted for tasks that are completed, reduced, or deleted, may be reallocated to tasks that have not yet been completed, provided the Agreement Total Not-to-Exceed Fee is not exceeded. Transferring funds from a task not yet completed to a different task is not permitted.
- C. Upon the written approval of Valley Water Deputy Operating Officer referenced herein, the Scope of Services described in a task may be reduced, revised, or deleted. If the Scope of Services of a task is reduced or deleted, the portion of the funds attributed to that reduced or eliminated task may be reallocated to existing tasks, or transferred to a Supplemental Services task, if provided for herein.
- D. Any reduction or deletion of tasks and any inter-task transfers will be clearly noted and described in the subsequent monthly progress report to Valley Water.
- E. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.

- F. Automobile travel mileage expenses will be paid at the current Internal Revenue Services (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 annual invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto, and include the following:
- 1) Quantity, vintage, unit price, and associated registry of purchased Verified Emission Reduction Credits (VERs);
  - 2) Brokerage fee;
  - 3) Annual consulting fee;
  - 4) The name of Valley Water staff requesting Services;
  - 5) The dates when Services were performed;
  - 6) Other direct charges and expenses by Service task;
  - 7) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in the Schedule(s), Attachment One, Fees and Payments, and/or Task Orders; and
  - 8) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting annual 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.

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- C. Each annual invoice must include an annual report that documents Services completed, the execution of the tasks described in the Scope of Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services. If not already submitted prior to the annual invoice, the annual report shall include the items listed in Scope of Services, Task 4.
- D. Consultant shall submit final invoices through Projectmates or other document control system designated by Valley Water. All inquiries regarding Projectmates must be directed to Valley Water's Capital Project Management and Project Controls Program ([CPMPC@valleywater.org](mailto:CPMPC@valleywater.org)).
- E. Consultant must also ensure that each invoice and corresponding attachments contain the following information:
  - 1) Agreement number;
  - 2) Consultant Invoice number in the following format: Agreement Number followed by a three-digit consecutive numbering sequence and separated by a period. For example, A1234A.001, A1234A.002, etc.
  - 3) Full legal name of Consultant/Firm;
  - 4) Payment remit-to address;
  - 5) Invoice date (the date invoice is emailed);
  - 6) Beginning and end date for billing period that services were provided.
- F. Consultant shall invoice for its performance of the Services on an annual basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.
- G. 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.
- H. Notwithstanding Section E, if AQC acquires carbon offsets on behalf of Valley Water more than once during a calendar year, including carbon offsets acquired in advance for anticipated future compliance obligations, AQC may submit additional invoices for such transactions. All such invoices shall comply with the requirements, procedures, and payment provisions set forth in this Section, including the requirement for an annual report.
- 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 Consultant Agreement, Appendix Two, Dispute Resolution.

### **3. Prevailing Wages-NOT USED**

### **4. Retention -NOT USED**

## **SECTION FIVE**

### **SCHEDULE OF COMPLETION**

#### **1. Performance of Tasks**

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

#### **2. Project Schedule Table**

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

#### **3. Monitoring of Project Schedule**

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

#### **4. Project Delays**

Consultant will make all reasonable efforts to comply with the Project Schedule as stated in the Schedule, Attachment Two, Schedule of Completion. In the event the Project Schedule will be delayed, Consultant will notify Valley Water Project Manager as soon as possible, providing the reason why, the length of the delay, and a description of the actions being taken to address the delay. In the event Consultant is delayed in performance of its services

by circumstances beyond its control, Valley Water may, at its discretion, grant a reasonable adjustment in the Project Schedule.

## **5. Changes to the Project Schedule**

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

## **SECTION SIX**

### **AGREEMENT MODIFICATIONS**

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

## **SECTION SEVEN**

### **TERM AND TERMINATION**

#### **1. Term & Automatic Termination**

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

## 2. Valley Water Rights

- A. Suspension: Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.
- B. Termination for Convenience: Valley Water may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in 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 the Consultant's negligence, recklessness, or willful misconduct.
2. The foregoing does not limit any strict liability imposed on the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.

### **SECTION NINE**

#### **INSURANCE REQUIREMENTS**

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

### **SECTION TEN**

#### **OWNERSHIP AND REUSE OF DELIVERABLES**

## **1. Valley Water Ownership**

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

## **2. Reuse of Instruments of Service**

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

## **3. Copies of Data**

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

## **4. Computer-Generated Material**

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

## **5. Work for Hire**

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

## **6. Copyright Claims**

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

# **SECTION ELEVEN**

## **EQUAL OPPORTUNITY**

## **1. Equal Opportunity Employer**

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

## **2. Compliance with Applicable Equal Opportunity Laws**

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

## **3. No Assignment**

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

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

#### **4. Reasonableness**

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

#### **5. Gifts**

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

#### **6. Audits**

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

#### **7. Force Majeure**

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

#### **8. Binding Effect**

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

#### **9. Choice of Law and Venue**

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

## 10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.
- D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from Valley Water.
- E. 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. Some tasks and Services may be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (see Standard Consultant Agreement, Appendix Three, Task Order Template). The proposed Task must identify the following:
  - 1) Description of the Services, including deliverables;
  - 2) The total Not-to-Exceed Fees for Consultant to complete the Services, including estimated number of hours per assigned staff to complete the Services;
  - 3) Proposed staff that will be assigned to complete the Services, including resumes if not previously provided to Valley Water's Project Manager;
  - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
  - 5) Schedule for completing the Services; and
  - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.
- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard Consultant Agreement, Appendix One, Additional Legal Terms, and Consultant's authorized representative.
- C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the

Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.

- D. Prevailing Wage Requirements: The Scope of Services may be considered by Valley Water to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement, Section Four, Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three, Task Order Template.

#### **14. Good Neighbor**

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

#### **15. Governmental Permits and Notifications**

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

#### **16. Taxes and Benefits**

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

#### **17. Nonwaiver of Rights**

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

#### **18. 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 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

Appendix Five - Carbon Offset Brokerage Transaction Terms

### **23. Schedule(s) and Attachments**

Schedule CM, D, E, EP, P, PM or ESDC, Scope of Services, and the following listed Attachments are incorporated herein by this reference as though set forth in full:

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

*(SIGNATURES FOLLOW ON NEXT PAGE)*

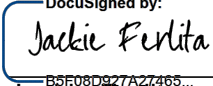
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**IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.**

**SANTA CLARA VALLEY WATER DISTRICT**  
Valley Water

**AQC ENVIRONMENTAL BROKERAGE  
SERVICES INC.**  
Consultant

By: \_\_\_\_\_  
Tony Estremera  
Chair, Board of Directors

By:  \_\_\_\_\_  
Jackie Ferlita  
President, Emissions Desk

Date: \_\_\_\_\_

Date: 7/16/2026

ATTEST:

Consultant's Address:  
5881 Engineer Drive  
Huntington Beach, CA 92649

\_\_\_\_\_  
Candice Kwok-Smith  
Clerk, Board of Directors

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

**1. Conflict of Interest for Future Services**

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

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

**2. Dispute Resolution**

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

**3. Small Business Enterprise (SBE) Outreach Program Participation – NOT USED**

**4. Task Order Approvals**

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

**5. Federally Required Clauses**

Valley Water entered into a Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement with the U.S. Environmental Protection Agency (EPA) for the Project. The WIFIA

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

established a federal credit program (WIFIA program) authorizing EPA to provide direct loans and loan guarantees to eligible borrowers for water infrastructure projects. All contracts issued for a project receiving a WIFIA loan are subject to federal requirements review as part of the WIFIA program's compliance monitoring responsibilities. Because the WIFIA loan proceeds may be used to pay for the Services rendered pursuant to this Agreement, Consultant is required to adhere to certain federal contract provisions, which are attached hereto as Exhibit A, Federal Requirements, to Appendix One, Additional Legal Terms, and incorporated into this Agreement by this reference. Consultant agrees to adhere to such applicable Federal Contract Provisions.

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# STANDARD CONSULTANT AGREEMENT

## EXHIBIT A

### FEDERAL REQUIREMENTS

#### 1. WIFIA FEDERAL COMPLIANCE REQUIREMENTS

Projects receiving credit assistance must comply with all federal laws and regulations, including environmental compliance and other compliance requirements. WIFIA borrowers have the prime responsibility for ensuring their staff and contractors comply with all Federal Requirements for a project. Consultant (Consultant) agrees to comply with the following Federal Requirements.

#### 2. DEBARMENT AND SUSPENSION

Consultant certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. Suspension and debarment information can be assessed at <http://www.sam.gov>. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

#### 3. FEDERAL LOBBYING RESTRICTIONS (31 U.S.C. 1352)

Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Consultant shall complete and submit to Valley Water the Certification Regarding Lobbying form ([https://www.epa.gov/system/files/documents/2021-08/epa\\_form\\_6600\\_06.pdf](https://www.epa.gov/system/files/documents/2021-08/epa_form_6600_06.pdf)) and Disclosure of Lobbying Activities form (<https://www.epa.gov/grants/sf-III-disclosure-lobbying-activities>) found in Appendix A and Appendix B to 40 CFR Part 34. Consultant shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms to Valley Water pursuant to the process set forth in 40 CFR 34.110.

#### 4. CIVIL RIGHTS OBLIGATIONS

Consultant shall comply with the following federal non-discrimination requirements:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C. 2000D, *et. seq*)
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- c. The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C.

**STANDARD CONSULTANT AGREEMENT  
EXHIBIT A  
FEDERAL REQUIREMENTS**

6101 *et. seq*)

- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

**1. Consultant's Questions and Concerns**

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

**2. Dispute Resolution**

**A. Alternate Dispute Resolution**

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

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

C. The cost of partnering, training facilities, and facilitator will be 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.

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**STANDARD 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 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;
  - c. Proposals made or views expressed by the mediator; and

**STANDARD CONSULTANT AGREEMENT  
APPENDIX TWO  
DISPUTE RESOLUTION**

- 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.

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

Task Order No. \_\_\_\_\_

Title: \_\_\_\_\_

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

Valley Water: \_\_\_\_\_

Consultant: \_\_\_\_\_

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

1. Upon full execution of this Task Order No. \_\_\_\_\_, as set forth in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
  - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;
  - B. The total not-to-exceed fees amount for Consultant to complete the Services, including estimated number of hours required to perform the Services assigned to each Consultant classification;
  - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees; and
  - D. 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 [CM, D, EP, S, or P], Attachment One, Fees and Payments. Consultant agrees that it will provide all equipment and furnish all materials, except as may be otherwise noted in the Attachment A.

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

8. Signatures:

Signature:

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

\_\_\_\_\_  
DATE

Signature:

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

\_\_\_\_\_  
DATE

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**STANDARD CONSULTANT AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**Please Note:** Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. 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](mailto: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. VW0680/A5792A**

**STANDARD CONSULTANT AGREEMENT  
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**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. VW0680/A5792A**

**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:

# STANDARD CONSULTANT AGREEMENT

## APPENDIX FOUR

### INSURANCE REQUIREMENTS

**\$1,000,000** per occurrence / **\$1,000,000** aggregate limits for bodily injury, personal and advertising injury, and property damage.

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 - NOT USED** 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. To the fullest extent permitted by law, contractual liability coverage for liability assumed under contract, for the indemnity obligations forth in this Agreement.
5. The policy must have a retroactive date which is the same as or predates the
  - i. execution of this Agreement.

## STANDARD CONSULTANT AGREEMENT APPENDIX FOUR INSURANCE REQUIREMENTS

### D. **Workers' Compensation and Employer's Liability Insurance- NOT USED**

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

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**

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

## STANDARD CONSULTANT AGREEMENT APPENDIX FOUR INSURANCE REQUIREMENTS

- A. **Additional Insured Endorsement(s)**: Consultant must provide an additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) Pollution Liability, 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 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

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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 and Pollution 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, Workers' Compensation, and Pollution Liability 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.

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**STANDARD CONSULTANT AGREEMENT  
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**CHECK LIST OF DOCUMENTS NEEDED**

|                           |    |                                                             |  |
|---------------------------|----|-------------------------------------------------------------|--|
| <b>General Liability:</b> | A. | Limits <b>(\$1,000,000/\$1,000,000)</b>                     |  |
|                           | B. | Additional Insured (Endorsement)                            |  |
|                           | C. | Waiver of Subrogation (COI, Endorsement or policy language) |  |
|                           | D. | Primacy (COI, Endorsement or policy language)               |  |
|                           | E. | Cancellation Endorsement                                    |  |

|                                 |    |                                                             |  |
|---------------------------------|----|-------------------------------------------------------------|--|
| <b>Auto Liability-NOT USED:</b> | A. | Limits <b>(\$1,000,000)</b>                                 |  |
|                                 | B. | Additional Insured (Endorsement)                            |  |
|                                 | C. | Waiver of Subrogation (COI, Endorsement or policy language) |  |
|                                 | D. | Primacy (COI, Endorsement or policy language)               |  |
|                                 | E. | Cancellation Endorsement                                    |  |

|                  |    |                                          |  |
|------------------|----|------------------------------------------|--|
| <b>Umbrella:</b> | A. | Limits (\$ enter amount \$)              |  |
|                  | B. | Primacy (Endorsement or policy language) |  |

|                               |    |                                                                        |  |
|-------------------------------|----|------------------------------------------------------------------------|--|
| <b>Workers Comp-NOT USED:</b> | A. | Limits <b>(Statutory)</b><br>Employers' Liability <b>(\$1,000,000)</b> |  |
|                               | B. | Waiver of Subrogation (Endorsement or policy language)                 |  |
|                               | C. | Cancellation Endorsement                                               |  |

|                                |    |                                         |  |
|--------------------------------|----|-----------------------------------------|--|
| <b>Professional Liability:</b> | A. | Limits <b>(\$1,000,000/\$2,000,000)</b> |  |
|                                | B. | Cancellation Endorsement                |  |

|                                  |    |                                         |  |
|----------------------------------|----|-----------------------------------------|--|
| <b>Cyber Liability-NOT USED:</b> | A. | Limits <b>(\$1,000,000/\$2,000,000)</b> |  |
|                                  | B. | Cancellation Endorsement                |  |

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# **STANDARD CONSULTANT AGREEMENT APPENDIX FIVE CARBON OFFSET BROKERAGE TRANSACTION TERMS**

## **1. Purpose**

This Appendix Five – Carbon Offset Brokerage Transaction Terms (“Appendix Five”) establishes supplemental requirements governing purchases of Verified Emission Reductions (VERs) performed pursuant to this Agreement in support of the Anderson Dam Seismic Retrofit Project (ADSRP) Mitigation Measure GHG-2. Appendix Five establishes the master terms and conditions under which Valley Water may authorize AQC to purchase VERs on Valley Water’s behalf in support of the Anderson Dam Seismic Retrofit Project’s (ADSRP) California Environmental Quality Act (CEQA) Mitigation Measure GHG-2.

The term “VERs” shall mean the environmental benefits associated with a reduction in greenhouse gas emissions equivalent to one metric tonne of Carbon Dioxide equivalent, verified pursuant to the procedures accepted by the applicable Registry specified in the applicable Transaction Order.

This Appendix Five supplements the Standard Consultant Agreement and Schedule A-GEN Scope of Services and does not create an independent purchase and sale agreement separate from the Standard Consultant Agreement. In the event of a conflict between this Appendix Five and the Standard Consultant Agreement, the Standard Consultant Agreement shall control.

Consultant Warranty and Due Diligence. Consultant represents and warrants that carbon offsets procured, transferred, and retired pursuant to this Agreement shall be sourced from registries and projects that meet the requirements of Mitigation Measure GHG-2 and the Scope of Services. Consultant shall exercise the degree of care and diligence ordinarily exercised by qualified carbon offset brokerage professionals in evaluating, sourcing, documenting, and facilitating carbon offset transactions under this Agreement. Except as expressly stated in this Agreement, Consultant does not guarantee the future market value, future market availability, or future regulatory treatment of any carbon offset credits.

## **2. Consultant Services**

Consultant shall provide carbon offset brokerage support and transaction facilitation services in connection with Valley Water’s procurement, transfer, and retirement of voluntary carbon offsets consistent with the Scope of Services and Mitigation Measure GHG-2 requirements.

Consultant shall not execute or commit Valley Water to any offset purchase transaction without prior written authorization from Valley Water, consistent with the transactional workflow outlined in Scope of Services, Task 3.1.A.

## **3. Eligible Carbon Offsets**

Offsets procured pursuant to this Agreement shall:

- A. Comply with Mitigation Measure GHG-2 and the Scope of Services;
- B. Be voluntary and not otherwise required by law or regulation;

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CARBON OFFSET BROKERAGE TRANSACTION TERMS**

- C. Avoid double counting or competing ownership claims;
- D. Be sourced from projects located within the United States with prioritization according to the following preference hierarchy: within the San Francisco Bay Area Air Basin, originating within California, and originating in other states with offset laws at least as strict as California's;
- F. Be registered with a recognized and reputable registry acceptable to Valley Water, including but not limited to Climate Action Reserve (CAR), American Carbon Registry (ACR), Verra Verified Carbon Standard (VCS), or other registries approved in writing by Valley Water;
- G. Be purchased annually to offset GHG emissions for the upcoming construction year and prior to commencement of construction activities for that 12-month period.

**4. Transaction Authorization and Documentation**

- A. Consultant shall provide Valley Water with information regarding each proposed offset procurement transaction, including quantity, project type, project location, registry, price per VER, brokerage fee, transfer/retirement fee, and total purchase price.
- B. No offset purchase transaction shall be binding upon Valley Water unless expressly authorized in writing by Valley Water personnel authorized pursuant to Valley Water policies and delegated authority requirements.
- C. Following completion of a transaction, Consultant shall provide transaction documentation, as applicable, including:
  - 1). Offset project name and registry;
  - 2). Quantity purchased and vintage year;
  - 3). Registry serial numbers or tracking identifiers;
  - 4). Pricing and transaction fees;
  - 5). Retirement documentation; and
  - 6). Other supporting chain-of-custody documentation reasonably requested by Valley Water.
- D. Consultant shall maintain records relating to offset procurement transactions sufficient to support CEQA compliance documentation, audit review, public disclosure requirements, administrative record support, and applicable federal funding compliance requirements.

**5. Timely Response**

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Consultant acknowledges that the Services provided under this Agreement are time-sensitive and may be dependent upon construction schedules, regulatory requirements, procurement timelines, and Valley Water decision-making processes. Consultant shall respond to Valley Water requests for information, documentation, recommendations, transaction support, and other project-related communications in a timely manner consistent with the nature and urgency of the request.

Unless otherwise agreed by the Parties, Consultant shall acknowledge receipt of Valley Water requests within two (2) business days and shall provide the requested information, response, or an estimated schedule for providing such response within five (5) business days. For urgent matters identified by Valley Water as requiring expedited attention, Consultant shall use commercially reasonable efforts to respond as soon as practicable.

Consultant shall promptly notify Valley Water of any circumstances that may affect its ability to provide timely responses or perform the Services in accordance with the requirements of this Agreement.

## **6. Fees and Payment**

Compensation for brokerage support and transaction facilitation services shall be consistent with the Fee Schedule and payment provisions of this Agreement.

Consultant shall not incur offset purchase obligations on behalf of Valley Water beyond amounts authorized in writing by Valley Water.

## **SCHEDULE A-GEN 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 Project Manager (VWPM).

Nick Mascarello (VWPM)  
Senior Environmental Planner  
Dam Safety and Capital Delivery Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-3147  
Email: NMascarello@valleywater.org

Wendy Murphy  
Environmental Services Manager  
Dam Safety and Capital Delivery Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-2478  
Email: WMurphy@valleywater.org

Ryan McCarter  
Deputy Operating Officer  
Dam Safety and Capital Delivery Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 630-2983  
Email: RMcCarter@valleywater.org

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

Jackie Ferlita  
President, Emissions Desk  
5881 Engineer Drive, Huntington Beach, CA 92649

Phone: (714) 397-5508  
Email: jferlita@aqc-inc.com

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

## **SCHEDULE A-GEN SCOPE OF SERVICES**

- 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 Consultant's Principal Officer.

Jackie Ferlita  
President, Emissions Desk  
5881 Engineer Drive, Huntington Beach, CA 92649

Phone: (714)397-5508  
Email: jferlita@aqc-inc.com

### **2. Scope of Services Overview**

- A. This Schedule A-GEN, Scope of Services describes the professional services to be performed by Consultant for Valley Water's **Carbon Offset Brokerage Services for the Anderson Dam Seismic Retrofit Project (ADSRP)** (Project). Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional services.
- B. The Consultant shall provide comprehensive carbon offset brokerage services to support Valley Water's implementation of Mitigation Measure GHG-2 for the ADSRP. Services will include strategic advisory support; identification, evaluation and sourcing of voluntary carbon offsets consistent with the requirements of Mitigation Measure GHG-2; pre-transaction coordination and provision of procurement templates prior to offset purchase; facilitation of offset procurement transactions; and annual retirement of offsets in an amount sufficient to achieve no net increase in Project-related construction greenhouse gas emissions. Refer to ADSRP FEIR Table 3.9-7 for estimated annual construction GHG emissions.
- C. Per the requirements of Mitigation Measure GHG-2, offsets procured must be voluntary and not otherwise required by law or regulation, must avoid double counting, and must not be used to satisfy any compliance obligation. Geographic preference shall be given using the following preference hierarchy: offsets originating within the San Francisco Bay Area Air Basin; offsets originating within California; and offsets originating within other U.S. states. While offsets for this Project cannot be procured from the California Air Resources Board's Compliance Offset Program, offsets procured must meet requirements at least as strict as California's under the California Environmental Quality Act (CEQA). Offsets from outside the United States shall not be used. Carbon offsets must be purchased annually to offset GHG emissions for the upcoming construction year and prior to commencement of construction activities for that 12-month period. Purchased offsets must then be retired in an amount equivalent to estimated actual emissions (to be provided in an annual mitigation monitoring report prepared by Valley Water), once that estimate is prepared upon conclusion of the given construction year.
- D. If, based on the annual calculation of estimated actual emissions pursuant to Mitigation Measure GHG-2, additional GHG offsets are required, they will be purchased and subsequently retired upon making that determination. If purchased offsets exceeded the preceding year's emissions, they will be applied to the GHG emissions for the next 12-month period.

## **SCHEDULE A-GEN SCOPE OF SERVICES**

- E. The Consultant will perform due diligence to ensure all offsets proposed for purchase meet applicable requirements for being real, additional, quantifiable, permanent, verifiable, enforceable (Cal. Code Regs. Tit. 17, § 95802), are associated with protocols that are consistent with CARB requirements (Cal. Code Regs. Tit. 17, § 95972), and will provide complete documentation demonstrating consistency with the aforementioned requirements suitable for public disclosure, inclusion in the EIR Mitigation Monitoring and Reporting Program (MMRP), and the Project administrative record. Services will be provided on an annual basis throughout the term of the contract and coordinated with Valley Water staff to align with construction schedules, estimation of actual construction emissions, and applicable reporting milestones.

### **3. Project Objectives**

- A. The project objective is to retain a qualified carbon offset broker to provide end-to-end services for compliance with Mitigation Measure GHG-2. Objectives include ensuring carbon offset procurement consistent with the requirements of Mitigation Measure GHG-2, minimizing procurement risk, and providing transparent documentation suitable for public disclosure, inclusion in the CEQA administrative record, and consistent with the Voluntary Carbon Market Disclosures Act (AB 1305).

### **4. Project 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](http://www.valleywater.org).
- B. The ADSRP is a multi-year capital improvement project to seismically retrofit Anderson Dam and associated facilities to comply with Federal Energy Regulatory Commission (FERC) and California Department of Water Resources Division of Safety of Dams (DSOD) requirements. Construction is anticipated to occur over approximately seven years and will involve extensive use of off-road construction equipment, on-road haul trucks, and ancillary support activities that generate greenhouse gas (GHG) emissions.
- C. Chapter 3.9 (Greenhouse Gas Emissions) of the ADSRP FEIR (refer to Attachment 4) applies a net-zero GHG threshold in assessing the significance of construction emissions. To achieve this threshold, the FEIR adopts two enforceable mitigation measures: Mitigation Measure GHG-1, which requires construction emissions reductions at the source, where feasible, and Mitigation Measure GHG-2, which requires annual offsetting of remaining unavoidable emissions. Key provisions of Mitigation Measure GHG-2 are summarized below:

## SCHEDULE A-GEN SCOPE OF SERVICES

- 1) Valley Water shall offset Project-related construction GHG emissions to achieve no net increase in construction-related GHG emissions.
- 2) Offsets shall be purchased annually by the Consultant, prior to each construction year, in quantities sufficient to cover projected emissions for the upcoming 12-month construction period.
- 3) Annual offset quantities shall be based on FEIR Table 3.9-7 emissions estimates, adjusted for verified reductions achieved through implementation of Mitigation Measure GHG-1 and any feasible future GHG-efficient construction technologies.
- 4) Offsets shall not be “otherwise required” under CEQA Guidelines §15126.4(c)(3) and shall be prioritized using the following hierarchy: within the San Francisco Bay Area Air Basin, within California, and within other U.S. states with offset programs at least as stringent as California’s.
- 5) All offsets shall meet the validation criteria set forth in Cal. Code Regs. Tit. 17, § 95802, be consistent with CARB requirements under Cal. Code Regs. Tit. 17, § 95972, and be registered with a recognized and reputable registry (e.g., Climate Action Reserve, American Carbon Registry, or Verra).

- D. Valley Water shall publicly document annual GHG emissions estimates and corresponding offset procurement and retirement in a publicly available mitigation monitoring report.

### 5. Assumptions and Requirements

#### A. General Assumptions and Requirements

- 1) **Manage Scope of services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to 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 Consultant. The comments provided by Valley Water staff during the workshops will be documented by Consultant as meeting minutes and will be included in the next revision of the documents.

## SCHEDULE A-GEN SCOPE OF SERVICES

- 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, Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide 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 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.

### B. Project-Specific Assumptions and Requirements - NOT USED

## 6. Scope of Services

### Task 1 - Project Management

- 1.1 The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Schedule A-GEN, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule A-GEN, Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.
- 1.2 Project Coordination and Communication. Regular coordination with Valley Water staff through scheduled meetings as needed, written communications, and ad hoc consultations as needed to support timely and compliant implementation of Mitigation Measure GHG-2. Coordination will ensure alignment with construction schedules, anticipated annual greenhouse gas emissions, and reporting milestones.
- 1.3 Annual Work Plan and Schedule. Prior to the start of each calendar year, preparation of a written annual work plan and schedule identifying anticipated tasks, key milestones, decision points, deliverables, and offset procurement schedules required to achieve

## **SCHEDULE A-GEN SCOPE OF SERVICES**

compliance with Mitigation Measure GHG-2 for the upcoming calendar year. The work plan shall identify dependencies on construction data, Board or executive-level approvals, and offset procurement timing.

- 1.4** Documentation and Recordkeeping. Maintenance of organized records of meetings, decisions, procurement actions, and approvals related to offset procurement activities, suitable for inclusion in the CEQA administrative record.

### **Task 1 - Deliverables**

1. Annual Work Plan and Schedule
2. Meeting Agendas and Summary Notes

### **Task 1 – Assumptions**

1. Coordination meetings will generally be conducted virtually unless otherwise requested.
2. Valley Water will provide timely access to construction schedules, annual GHG emission estimates, and estimates validated construction emissions prepared by another consultant.
3. Valley Water will provide one round of comments on a draft of the Annual Work Plan and Schedule, after which the consultant will prepare a final version.

### **Task 2 – Carbon Offset Options Assessment and Procurement Strategy**

On an annual basis, the Consultant shall evaluate voluntary carbon market conditions and develop a carbon offset procurement strategy consistent with Mitigation Measure GHG-2 and anticipated ADSRP construction-related emissions for the upcoming year. This task is intended to provide Valley Water with clear, well-documented offset options that are defensible and transparent.

- 2.1 Annual Market Assessment.** Evaluation of current voluntary carbon market conditions relevant to ADSRP offset requirements, including availability of eligible offsets consistent with the geographic preference hierarchy, pricing trends, delivery timelines, and market constraints. The assessment shall consider offset project types likely to be available during the reporting year (e.g., forestry, agricultural methane capture, biochar, carbon capture and storage) and anticipated changes in supply or demand.
- 2.2 Offset Eligibility and Quality Evaluation.** Identification and evaluation of candidate offset options for consistency with Mitigation Measure GHG-2, including assessment of: Offset type and methodology; Project location and consistency with the FEIR geographic preference hierarchy; Registry status and verification standards; how each offset option is real, additional, quantifiable, permanent, verifiable, and enforceable; Vintage year and alignment with construction emissions timing; Risk of double counting or competing claims; and Reputational considerations associated with offset project developers.
- 2.3 Procurement Approach Options.** Evaluation of potential procurement approaches, including spot purchases, annual procurements, multi-year arrangements, or other

## **SCHEDULE A-GEN SCOPE OF SERVICES**

approaches, with discussion of cost, flexibility, delivery risk, and administrative considerations for each proposed approach.

- 2.4 Written Memorandum.** By the third quarter of each calendar year, preparation of a written Carbon Offset Options and Procurement Strategy Memorandum summarizing the results of Annual Market Assessment, Offset Eligibility and Quality Evaluation, and Procurement Approach Options described above and presenting multiple recommended offset procurement options for Valley Water's consideration. The memorandum shall clearly identify the advantages, risks, costs, and assumptions associated with each option and shall be supported by documentation of the Consultant's due diligence.
- 2.5 Decision Support.** Presentation of the annual options memorandum to Valley Water staff and, if requested, to Valley Water executive leadership or the Board of Directors, to support informed selection of offset procurement options.
- 2.6 Pre-Transaction Procurement Readiness.** Prior to initiating offset purchase transactions, support Valley Water in preparing purchase order templates and advising on procurement process. Purchase orders developed under this task will be pre-approved to facilitate rapid execution of offset purchase.

### **Task 2 - Deliverables**

- 1. Brief written summaries of key findings from Annual Market Assessment, Offset Eligibility and Quality Evaluation, and Procurement Approach Options, as they become available
- 2. Carbon Offset Options and Procurement Strategy Memorandum
- 3. Presentation materials summarizing Carbon Offset Options and Procurement Strategy Memorandum
- 4. Template Procurement Agreements/Purchase Orders

### **Task 2 - Assumptions**

- 1. Valley Water will confirm the quantity of carbon offsets it desires to purchase in each year as soon as feasible.
- 2. Consultant will evaluate only offsets that meet Mitigation Measure GHG-2 requirements in Carbon Offset Options and Procurement Strategy Memorandum.
- 3. Valley Water will provide one round of comments on a draft of the Carbon Offset Options and Procurement Strategy Memorandum, after which the consultant will prepare a final version.
- 4. Consultant will be available to attend up to three (3) staff meetings and two (2) Board of Directors meetings to advise, support decision-making, procurement coordination, and report progress prior to and/or after offset purchases.

### **Task 3 – Carbon Offset Purchase, Transfer, and Retirement**

## **SCHEDULE A-GEN SCOPE OF SERVICES**

Following receipt of written direction from Valley Water, the Consultant shall facilitate the purchase, transfer, and retirement of carbon offsets in accordance with the approved procurement strategy and Mitigation Measure GHG-2 requirements.

**3.1 Transaction Facilitation and Execution.** During the third or fourth quarter of each calendar year, coordination and execution of offset purchase transactions, in an amount equivalent to estimated emissions for the upcoming construction year, including negotiation with sellers or intermediaries as applicable, confirmation of pricing and quantities, and support for purchase contract execution.

### **3.1.A Transactional Workflow and Purchase Authorization Process**

The transactional workflow for the purchase, transfer, and retirement of carbon offsets may include, but is not limited to, the following activities:

- a. Consultant shall present Valley Water with available carbon offset options, including relevant information regarding project type, registry, available quantities, vintage year(s), pricing, geographic location, quality considerations, and other due diligence information relevant to compliance with Mitigation Measure GHG-2.
- b. Valley Water shall determine the preferred offset option(s), desired offset quantities, procurement timing, and other transaction requirements.
- c. Consultant shall coordinate with Valley Water regarding pricing expectations, financial requirements, delivery timing, retirement instructions, and other transaction-related considerations prior to initiating procurement activities.
- d. Consultant shall solicit offers from offset sellers, registries, brokers, or other market participants and shall present qualified offers to Valley Water for review and consideration.
- e. Upon written authorization from Valley Water, Consultant shall facilitate transaction negotiations and coordinate execution of offset purchase transactions in accordance with Valley Water's approved procurement direction.
- f. Consultant may act as intermediary for purposes of facilitating offset transactions between Valley Water and offset sellers, including coordination of transactional documentation, registry transfers, and retirement activities, as authorized by Valley Water.
- g. No offset purchase transaction shall proceed without written confirmation or authorization from Valley Water.
- h. Consultant shall establish registry trading accounts for Valley Water on applicable registry platforms, as needed.
- i. Consultant shall prepare and provide written transaction confirmations or equivalent documentation identifying, as applicable, the offset project name,

## **SCHEDULE A-GEN SCOPE OF SERVICES**

offset type, quantity, vintage year, registry information, transaction price, brokerage fees or commissions, payment terms, and retirement instructions.

- j. Following completion of the transaction and receipt of payment, Consultant shall coordinate and confirm transfer and retirement of offsets within the applicable registry system in Valley Water's name or designated account, as applicable.
- k. Consultant shall provide Valley Water with transaction records, registry documentation, serial numbers, retirement certificates, chain-of-custody documentation, and other supporting materials necessary to demonstrate compliance with Mitigation Measure GHG-2 and support retention within the CEQA administrative record.

**3.2 Transfer and Chain-of-Custody Verification.** Adequate verification that purchased offsets are properly transferred to Valley Water or an ADSRP-designated account and that the chain of custody is clearly documented to prevent double counting or competing claims.

**3.3 Offset Retirement.** Retirement of offsets annually in the applicable registry, in Valley Water's name or an ADSRP-designated account, in quantities sufficient to offset the applicable construction-year's gas emissions. Offset retirement shall occur annually in an amount equivalent to estimated actual emissions, once that estimate is prepared upon conclusion of the given construction year.

**3.4 Transaction Documentation.** Compilation and delivery of all transaction records, registry serial numbers, retirement certificates, and supporting documentation demonstrating permanent retirement of offsets and compliance with Mitigation Measure GHG-2.

### **Task 3 - Deliverables**

- 1. Offset Purchase and Chain-of-Custody Verification Documentation
- 2. Offset Retirement Certificates
- 3. Other transaction documentation

### **Task 3 - Assumptions**

- 1. Final offset selection authority rests with Valley Water and no purchases of offsets shall be made without written confirmation from Valley Water.
- 2. Consultant will not be responsible for calculating estimated actual construction emissions
- 3. Payment for offsets will be processed in accordance with pre-approved purchase orders described in Task 2.6.

## **SCHEDULE A-GEN SCOPE OF SERVICES**

4. All documentation requested in Task 3 will be provided to Valley Water within 10 days of it becoming available to the Consultant.

### **Task 4 – Annual Reporting**

On an annual basis prior to the end of each calendar year and if not already previously provided, Consultant shall annually compile and provide documentation to sufficiently demonstrate the consistency of purchased and retired offsets with Mitigation Measure GHG-2 for each ADSRP construction year.

- 4.1 Offset Procurement Summary.** Total metric tons of CO<sub>2</sub>e required to be offset for the reporting year and a summary table of all offsets procured, including offset type, project name, project location, vintage year(s), registry, serial numbers, quantity retired, and retirement date
- 4.2 Supporting Documentation.** Copies of due diligence materials, transaction summaries, and other supporting documentation appropriate for retention in the CEQA administrative record not otherwise provided in response to other tasks
- 4.3** As requested, Consultant shall also provide support to Valley Water in responding to public inquiries, audits, or legal challenges related to annual offset procurement and reporting

### **Task 4 - Deliverables**

1. Offset Procurement Summary
2. Supporting Documentation
3. Written responses and documentation in response to public record requests, audits, or legal challenges, if requested

### **Task 4 - Assumptions**

1. Consultant is not responsible for drafting mitigation monitoring reports to demonstrate implementation of the FEIR MMRP.
2. Consultant will provide support for public record requests, audits, or legal challenges within 30 days of request.

### **Task 5 – Supplemental Services**

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

#### **5.1 Specific Supplemental Services:**

## **SCHEDULE A-GEN SCOPE OF SERVICES**

Supplemental Services may include, but are not limited to, the following:

- 5.1.1 Preparation of additional technical analyses, memoranda, or supporting documentation required to address regulatory, CEQA, audit, or compliance requirements not expressly identified in Tasks 1 through 4;
- 5.1.2 Expanded carbon market analysis, including evaluation of emerging offset project types, methodologies, protocols, or regulatory developments not reasonably anticipated at the time of proposal;
- 5.1.3 Additional due diligence, third-party coordination, or independent verification support related to specific offset projects, transactions, or registries, as directed by Valley Water;
- 5.1.4 Support for supplemental or unplanned offset procurement activities, including procurement of carbon offsets in excess of FEIR-based estimates resulting from changes in construction scope, updated emissions estimates, or revised regulatory or project requirements;
- 5.1.5 Additional support for presentations, public disclosure, stakeholder coordination, or Board-level briefings beyond the level of effort identified in the base Scope of Services;
- 5.1.6 Support in connection with audits, investigations, disputes, legal challenges, or administrative proceedings, including preparation of documentation and technical responses as requested by Valley Water;
- 5.1.7 Preparation of documentation and responses to Public Records Act (PRA) requests or similar disclosure requirements, including coordination with Valley Water staff to support timely and compliant responses;
- 5.1.8 Development of internal and/or external tracking tools, databases, or dashboards to support management, tracking, and reporting of offset procurement, retirement status, and comparison of annual project emissions against offsets;
- 5.1.9 Development of alternative procurement strategies, pilot efforts, or enhanced portfolio management approaches related to carbon offset sourcing or market participation; and
- 5.1.10 Additional services required to support compliance with applicable federal requirements, including but not limited to WIFIA-related provisions, to the extent such services are not otherwise included in the base Scope of Services.

### **5.2 Additional Services.**

In addition to the services described above, the Consultant shall, upon written authorization by Valley Water, provide additional quantities of services previously identified under Tasks 1 through 4. Such services may include, but are not limited to:

- 5.2.1 Additional meetings, workshops, or coordination efforts;

## **SCHEDULE A-GEN SCOPE OF SERVICES**

- 5.2.2 Additional time required for meetings, decision support, or coordination;
- 5.2.3 Additional status reports, documentation, or deliverables;
- 5.2.4 Additional communications, including conference calls and written correspondence;
- 5.2.5 Additional revisions, updates, or expansions to reports, memoranda, or other deliverables;
- 5.2.6 Additional transaction support, including increased frequency, volume, or complexity of offset procurement activities;
- 5.2.7 Additional documentation or analysis required to support CEQA compliance, public disclosure, or administrative record requirements; and
- 5.2.8 Other services reasonably related to the Scope of Services that exceed the level of effort described in Tasks 1 through 4.

### **7. Attachments**

The following Schedule A-GEN, Scope of Services 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

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**SCHEDULE A-GEN  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**1. Total Authorized Funding**

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$5,000,000** (Not-to-Exceed or NTE). Under no conditions will the total compensation to Consultant exceed NTE Fee payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

**2. Cost Breakdown**

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

**COST BREAKDOWN**

| Task | Description                                               | Not-to-Exceed Fees                            |
|------|-----------------------------------------------------------|-----------------------------------------------|
| 1    | Project Management                                        | \$5,000<br>Fixed fee per year<br>for Task 1-5 |
| 2    | Carbon Offset Options Assessment and Procurement Strategy |                                               |
| 3    | Carbon Offset Purchase, Transfer, and Retirement          |                                               |
| 4    | Annual Reporting                                          |                                               |
| 5    | Supplemental Services                                     |                                               |

**Brokerage Services Commission**

| Task | Description                    | Not-to-Exceed Fees |
|------|--------------------------------|--------------------|
| 1    | Securing Carbon Offset Credits | \$0.10/UNIT        |

**SCHEDULE A-GEN  
ATTACHMENT ONE  
FEES AND PAYMENTS**

**3. Terms and Conditions**

A. Payments for Services performed, as described in this attached Schedule, which applies to the specific Services, will be based on the following terms: **– NOT USED**

- 1) Valley Water will pay for Services provided by Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- 2) There are no hourly or unit rates allowed under this Agreement. All Services performed shall be included in the fixed fee amount.

**B. Carbon Offset Credit Purchases and Reimbursement**

- 1) Upon written authorization from Valley Water, Consultant may procure carbon offset credits on behalf of Valley Water and may advance payment directly to the carbon offset credit seller.
- 2) Consultant shall submit invoices and supporting documentation identifying the quantity and type of credits purchased, transaction date, purchase price, brokerage fees, and evidence of transfer and/or retirement of the credits, as applicable.
- 3) Valley Water shall reimburse Consultant for authorized carbon offset credit purchases and applicable brokerage fees upon review and approval of Consultant's invoice and supporting documentation.
- 4) All costs associated with carbon offset credit purchases, brokerage commissions, consulting fees, and any other compensation under this Agreement shall collectively count toward and shall not exceed the total Not-to-Exceed (NTE) amount authorized under this Agreement.

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**SCHEDULE A-GEN  
ATTACHMENT TWO  
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement shall expire three (3) years after the Effective Date unless earlier terminated or amended in writing by the Parties. Valley Water may, if it determines such extension to be in its best interest, extend the term for up to two (2) additional two-year periods. Any extension, modification, or amendment to the term of this Agreement shall be effective only if set forth in a written amendment executed by duly authorized representatives of both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

**PROJECT SCHEDULE**

| <b>Task</b> | <b>Description</b>                                        | <b>Duration From<br/>Notice to Proceed<br/>(months)</b> |
|-------------|-----------------------------------------------------------|---------------------------------------------------------|
| 1           | Project Management                                        | Duration of Agreement                                   |
| 2           | Carbon Offset Options Assessment and Procurement Strategy | Duration of Agreement                                   |
| 3           | Carbon Offset Purchase, Transfer, and Retirement          | Duration of Agreement                                   |
| 4           | Annual Reporting                                          | Duration of Agreement                                   |
| 5           | Supplemental Services                                     | Duration of Agreement                                   |

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

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

| <b>Team Member</b> | <b>Classification</b> | <b>Project Role</b> | <b>Contact Information<br/>(Address, Phone and Email)</b>                               |
|--------------------|-----------------------|---------------------|-----------------------------------------------------------------------------------------|
| Jaclyn Ferlita     | President             | Project Lead        | 5881 Engineer Drive, Huntington Beach, CA 92649<br>jferlita@aqc-inc.com<br>714-397-5508 |

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

| <b>Firm</b>                     | <b>Project Role</b> | <b>Contact Information<br/>(Address, Phone and Email)</b> |
|---------------------------------|---------------------|-----------------------------------------------------------|
| Ferlita Financial Ventures Inc. | Operation Support   | Moog Ferlita<br>(949) 735-0154<br>moogferlita@aqc-inc.com |

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**SCHEDULE A-GEN  
ATTACHMENT FOUR  
REFERENCE MATERIALS**

| <b>Ref No.</b> | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1              | Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) (FC 1650)                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2              | Santa Clara Valley Water District (Valley Water) Standards for GIS Products<br>April 2021 version: <a href="http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf">http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf</a>                                                                                                                                                                                                                                                                                                |
| 3              | Anderson Dam Seismic Retrofit Project (ADSRP) Final Environmental Impact Report (FEIR) – Certified February 25, 2025:<br><a href="https://www.valleywater.org/accordion/final-environmental-impact-report-and-engineers-report">https://www.valleywater.org/accordion/final-environmental-impact-report-and-engineers-report</a>                                                                                                                                                                                                            |
| 4              | Mitigation Measure GHG-2 – Anderson Dam Seismic Retrofit Project (ADSRP) FEIR, Chapter 3.9 (Greenhouse Gas Emissions), including Table 3.9-7:<br><a href="https://www.valleywater.org/accordion/final-environmental-impact-report-and-engineers-report">https://www.valleywater.org/accordion/final-environmental-impact-report-and-engineers-report</a>                                                                                                                                                                                    |
| 5              | California Environmental Quality Act (CEQA) Guidelines, Section 15126.4(c)(3) – Mitigation Measures Related to Greenhouse Gas Emissions:<br><a href="https://www.califaep.org/docs/2024_CEQA_Statute_and_Guidelines_Handbook.pdf">https://www.califaep.org/docs/2024_CEQA_Statute_and_Guidelines_Handbook.pdf</a>                                                                                                                                                                                                                           |
| 6              | California Code of Regulations, Title 17, Section 95802 – Offset Project Registries and Compliance Offset Requirements<br><a href="https://govt.westlaw.com/calregs/Document/I11A095435A2111EC8227000D3A7C4BC3?viewType=FullText&amp;originationContext=documenttoc&amp;transitionType=CategoryPageItem&amp;contextData=(sc.Default)">https://govt.westlaw.com/calregs/Document/I11A095435A2111EC8227000D3A7C4BC3?viewType=FullText&amp;originationContext=documenttoc&amp;transitionType=CategoryPageItem&amp;contextData=(sc.Default)</a> |
| 7              | California Code of Regulations, Title 17, Section 95972 – Compliance Offset Program Requirements<br><a href="https://govt.westlaw.com/calregs/Document/I15C0F2F35A2111EC8227000D3A7C4BC3?viewType=FullText&amp;originationContext=documenttoc&amp;transitionType=CategoryPageItem&amp;contextData=(sc.Default)">https://govt.westlaw.com/calregs/Document/I15C0F2F35A2111EC8227000D3A7C4BC3?viewType=FullText&amp;originationContext=documenttoc&amp;transitionType=CategoryPageItem&amp;contextData=(sc.Default)</a>                       |
| 8              | Voluntary Carbon Market Disclosures Act (AB 1305)<br><a href="https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=202320240AB1305">https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=202320240AB1305</a>                                                                                                                                                                                                                                                                                                                      |
| 9              | Climate Action Reserve (CAR) Program and Standards<br><a href="https://www.climateactionreserve.org/">https://www.climateactionreserve.org/</a>                                                                                                                                                                                                                                                                                                                                                                                             |
| 10             | American Carbon Registry (ACR) Program and Standards<br><a href="https://americancarbonregistry.org/">https://americancarbonregistry.org/</a>                                                                                                                                                                                                                                                                                                                                                                                               |
| 11             | Verra – Verified Carbon Standard (VCS) Program and Standards<br><a href="https://verra.org/">https://verra.org/</a>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 12             | Gold Standard for the Global Goals – Carbon Offset Standard<br><a href="https://www.goldstandard.org/">https://www.goldstandard.org/</a>                                                                                                                                                                                                                                                                                                                                                                                                    |

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