



Santa Clara Valley Water District Board of Directors Meeting

HQ. Bldg. Boardroom, 5700 Almaden Expressway, San Jose, California
Join Zoom Meeting: <https://valleywater.zoom.us/j/84454515597>

REGULAR BOARD MEETING AGENDA

**Tuesday, February 10, 2026
1:00 PM**

District Mission: Provide Silicon Valley safe, clean water for a healthy life, environment and economy.

DISTRICT BOARD OF DIRECTORS

Tony Estremera, Chair-District 6
Richard P. Santos, Vice Chair-District 3
John L. Varela-District 1
Shiloh Ballard-District 2
Jim Beall-District 4
Nai Hsueh-District 5
Rebecca Eisenberg-District 7

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body, will be available to the public through the legislative body agenda web page at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to participate in the legislative body's meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 630-2277.

MELANIE RICHARDSON
Interim Chief Executive Officer

CANDICE KWOK-SMITH
Clerk, Board of the Directors
(408) 630-3193
www.valleywater.org

Note: The finalized Board Agenda, exception items and supplemental items will be posted prior to the meeting in accordance with the Brown Act.

Santa Clara Valley Water District

Board of Directors

REGULAR BOARD MEETING AGENDA

Tuesday, February 10, 2026

1:00 PM

HQ. Bldg. Boardroom, 5700 Almaden Expressway, San Jose, California

Join Zoom Meeting:

<https://valleywater.zoom.us/j/84454515597>

IMPORTANT NOTICES AND PARTICIPATION INSTRUCTIONS

Santa Clara Valley Water District (Valley Water) Board of Directors/Board Committee meetings are held as hybrid meetings, conducted in-person as well as by telecommunication, and are compliant with the provisions of the Ralph M. Brown Act.

To maximize public safety while maintaining transparency and public access, members of the public have the option to participate via teleconference/video conference or attend in person. To participate in the meeting via teleconference/video conference, please refer to the meeting link located at the top of the agenda. If attending in-person, you are required to comply with Ordinance 22-03 - AN ORDINANCE OF THE SANTA CLARA VALLEY WATER DISTRICT SPECIFYING RULES OF DECORUM FOR PARTICIPATION IN BOARD AND COMMITTEE MEETINGS located at <https://s3.us-west-2.amazonaws.com/valleywater.org.if-us-west-2/f2-live/s3fs-public/Ord.pdf>

In accordance with the requirements of Gov. Code Section 54954.3(a), members of the public wishing to address the Board/Committee during public comment or on any item listed on the agenda, may do so by filling out a Speaker Card and submitting it to the Clerk or using the "Raise Hand" tool located in the Zoom meeting application to identify yourself in order to speak, at the time the item is called. Speakers will be acknowledged by the Board/Committee Chair in the order that requests are received and granted speaking access to address the Board. Written comments on any item on the agenda may be submitted to clerkoftheboard@valleywater.org or board@valleywater.org.

- Members of the Public may test their connection to Zoom Meetings at: <https://zoom.us/test>
- Members of the Public are encouraged to review our overview on joining Valley Water Board Meetings at: <https://www.youtube.com/watch?v=TojJpYCxXm0>

Valley Water, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Board of Directors/Board Committee meetings to please contact the Clerk of the Board's office at (408) 630-2277, at least 3 business days before the scheduled meeting to ensure that Valley Water may assist you.

This agenda has been prepared as required by the applicable laws of the State of

California, including but not limited to, Government Code Sections 54950 et. seq., and has not been prepared with a view to informing an investment decision in any of Valley Water's bonds, notes, or other obligations. Any projections, plans, or other forward-looking statements included in the information on this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of Valley Water's bonds, notes or other obligations and investors and potential investors should rely only on information filed by Valley Water on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures and Valley Water's Investor Relations website, maintained on the World Wide Web at <https://emma.msrb.org/> and <https://www.valleywater.org/how-we-operate/financebudget/investor-relations>, respectively.

Under the Brown Act, members of the public are not required to provide identifying information in order to attend public meetings. Through the link below, the Zoom webinar program requests entry of a name and email address, and Valley Water is unable to modify this requirement. Members of the public not wishing to provide such identifying information are encouraged to enter "Anonymous" or some other reference under name and to enter a fictional email address (e.g., attendee@valleywater.org) in lieu of their actual address. Inputting such values will not impact your ability to access the meeting through Zoom.

Join Zoom Meeting:

<https://valleywater.zoom.us/j/84454515597>

Meeting ID: 844 5451 5597

Join by Phone:

1 (669) 900-9128, 84454515597#

1. CALL TO ORDER/ROLL CALL:

- 1.1. Roll Call.

2. CLOSED SESSION:

Notice to the Public: The Board of Directors meets in Closed Session in accordance with the Ralph M. Brown Act. Following the conclusion of Closed Session discussion, the Board will return for the remaining items on the regular meeting agenda.

3. 1:00 PM - TIME CERTAIN:

- 3.1. Pledge of Allegiance/National Anthem.

- 3.2. Orders of the Day.

- A. Approximate Discussion Time (Board); and
 - B. Adjustments to the Order of Agenda Items.

- 3.3. Time Open for Public Comment on any Item not on the Agenda.

Notice to the public: Members of the public who wish to address the Board/Committee on matters not listed on the agenda may do so by completing a Speaker Card and submitting it to the Clerk, or by using the "Raise Hand"

feature within the Zoom meeting application to request recognition. Speakers will be acknowledged by the Board/Committee Chair in the order requests are received and, when recognized, will be granted speaking access to address the Board/Committee.

Public comments shall be limited to three (3) minutes per speaker, or such other time as determined by the Chair. State law does not permit the Board/Committee to take action on, or engage in extended discussion of, any item not appearing on the posted agenda, except as otherwise authorized under applicable law. If Board/Committee action is requested, the matter may be scheduled for consideration at a future meeting.

All public comments requiring a response will be referred to staff for a written reply. The Board/Committee may take action on any item of business appearing on the posted agenda.

3.4. Conduct a Public Hearing on the Final Mitigated Negative Declaration and Engineer's Report for the Vasona Pump Station Upgrade Project, Project No. 92264001; Adopt a Resolution Adopting the Final Mitigated Negative Declaration and the Mitigation and Reporting Program; Adopt a Resolution Approving the Engineer's Report; and Approve the Project for the Vasona Pump Station Upgrade Project (Los Gatos, District 7). 25-1030

Recommendation:

- A. Open and conduct the public hearing to receive comments on the Final Mitigated Negative Declaration and Engineer's Report for the Vasona Pump Station Upgrade Project, Project No. 92264001;
- B. Close the Public Hearing;
- C. Adopt the Resolution ADOPTING THE FINAL MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE VASONA PUMP STATION UPGRADE PROJECT;
- D. Adopt the Resolution APPROVING THE ENGINEER'S REPORT FOR THE VASONA PUMP STATION UPGRADE PROJECT; and
- E. Approve the Project.

Manager: Emmanuel Aryee, 408-630-3074

Attachments: [Attachment 1: Final MND, including MMRP](#)

[Attachment 2: Resolution, Final MND](#)

[Attachment 3: Resolution, Engineer's Report](#)

[Attachment 4: Engineer's Report](#)

[Attachment 5: Notice of Public Hearing](#)

[Attachment 6: Project Delivery Process Chart](#)

[Attachment 7: PowerPoint](#)

Est. Staff Time: 10 Minutes

3.5. Conduct a Public Hearing to Determine the Necessity for the Board of Directors to be Compensated for up to 15 Days Per Calendar Month, and to Consider Meeting Compensation Amount for Calendar Year 2026. 26-0034

Recommendation:

- A. Open and conduct a Public Hearing to allow members of the public to provide comments on the need to compensate Directors for up to 15 days per calendar month, and Director meeting compensation amount for calendar year 2026;
- B. Close the Public Hearing; and
- C. Discuss, make a finding, and adopt the Ordinance **PROVIDING FOR COMPENSATION OF DIRECTORS OF SANTA CLARA VALLEY WATER DISTRICT PURSUANT TO CHAPTER 2, DIVISION 10, CALIFORNIA WATER CODE**, reflecting the number of meetings per calendar month Directors should be compensated and the Director meeting compensation amount for calendar year 2026; or
- D. Provide direction to the Clerk, Board of Directors relevant to the authorized number of compensated meetings per month and meeting compensation amount for calendar year 2026.

Manager: Candice Kwok-Smith, 408-630-3193

Attachments: [Attachment 1: Notice of Public Hearing](#)

[Attachment 2: 2026 Board Committee Appointments](#)

[Attachment 3: 2025 Board Meeting Days Analysis](#)

[Attachment 4: Draft Ordinance](#)

[Attachment 5: GP-10](#)

Est. Staff Time: 10 Minutes

3.6. Consider Memoranda of Understanding between the Santa Clara Valley Water District and Employees Association - AFSCME Local 101, Engineers Society - IFPTE Local 21, and Professional Managers Association - IFPTE Local 21; and Adopt Resolutions (3) Approving Terms of Memoranda (January 1, 2026 through December 31, 2029). 26-0176

Recommendation:

- A. Adopt the Resolution APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND EMPLOYEES ASSOCIATION, AFSCME LOCAL 101 FOR THE PERIOD OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2029;
- B. Authorize CEO to sign the Memorandum of Understanding between the Santa Clara Valley Water District and Employees Association, AFSCME Local

101, in substantially the same form as the draft version;

- C. Adopt the Resolution APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND ENGINEERES SOCIETY, IFPTE LOCAL 21 FOR THE PERIOD OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2029;
- D. Authorize CEO to sign the Memorandum of Understanding between the Santa Clara Valley Water District and Engineers Society in substantially the same form as the draft version;
- E. Adopt the Resolution APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND PROFESSIONAL MANAGERS ASSOCIATION, IFPTE LOCAL 21 FOR THE PERIOD OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2029; and
- F. Authorize CEO to sign the Memorandum of Understanding between the Santa Clara Valley Water District and Professional Managers Association in substantially the same form as the draft version;

Manager: Patrice McElroy, 408-630-3159

Est. Staff Time: 5 Minutes

REGULAR AGENDA:

4. CONSENT CALENDAR: (4.1 - 4.1) (Est. Time: 5 Minutes)

Notice to the public: There is no separate discussion of individual consent calendar items. Recommended actions are voted on in one motion. If an item is approved on the consent vote, the specific action recommended by staff is adopted. Items listed in this section of the agenda are considered to be routine by the Board, or delegated to the Board Appointed Officers (BAOs) yet required by law or contract to be Board approved (EL-7.10). Any item may be removed for separate consideration at the request of a Board member. Whenever a resolution is on the consent calendar, a roll call vote will be taken on the entire calendar. Members of the public wishing to address the Board on any consent items may do so by filling out a Speaker Card and submitting it to the Clerk or using the "Raise Hand" tool located in the Zoom meeting application to identify themselves to speak.

4.1. Adopt a Resolution Setting the Time and Place of a Public Hearing on the Report on Activities in Protection and Augmentation of Water Supplies of the Santa Clara Valley Water District and Proposed Fiscal Year 2026-2027 Groundwater Production Charges and Surface Water Charges, Beginning April 14, 2026, at 1:00 p.m. and Concluding April 28, 2026, at 1:00 p.m.

25-0872

Recommendation: A. Adopt the Resolution CALLING A PUBLIC HEARING TO

CONSIDER COMMENTS FROM MEMBERS OF THE PUBLIC ON THE REPORT ON THE ACTIVITIES IN THE PROTECTION AND AUGMENTATION OF THE WATER SUPPLIES OF THE SANTA CLARA VALLEY WATER DISTRICT, FISCAL YEAR 2026-2027; and

B. Set the time and place for this Public Hearing to begin on April 14, 2026, at 1:00 p.m. in the Santa Clara Valley Water District Boardroom, continuing to April 22, 2026, at 7:00 p.m. in the City of Morgan Hill Council Chamber Building, and concluding on April 28, 2026, at 1:00 p.m. in the Santa Clara Valley Water District Boardroom.

Manager: Aaron Baker, 408-630-2135

Attachments: [Attachment 1: Resolution](#)

5. BOARD OF DIRECTORS:

5.1. Adopt a Resolution Appointing an Interim CEO and Authorizing the [26-0182](#)
Associated Compensation.

Recommendation: Adopt the Resolution APPOINTING THE INTERIM CEO AND AUTHORIZING THE ASSOCIATED COMPENSATION COMMENCING FEBRUARY 13, 2026 FOR AN INITIAL 30 DAY PERIOD FOR UP TO ONE YEAR.

Manager: Patrice McElroy, 408-630-3159

Est. Staff Time: 5 Minutes

5.2. Board Committee Reports.

6. WATER UTILITY ENTERPRISE:

7. WATERSHEDS:

7.1. Approve the Agreements with Two Consultant Firms: Stillwater [26-0143](#)
Ecosystem, Watershed & Riverine Sciences, DBA Stillwater Sciences,
Agreement No. A5566A; and TRIPLE HS, INC. DBA H. T. Harvey &
Associates, Agreement No. A5567A, to Provide On-Call Biological
Services, PlanetBids File No.VW0597, for a Shared Aggregate Total
Not-To-Exceed fee of \$3,000,000.

Recommendation:

- A. Approve the Agreement No. A5566A, with Stillwater Ecosystem, Watershed & Riverine Sciences, DBA Stillwater Sciences, for On-Call Biological Services for a Shared Aggregate Total Not-to-Exceed fee of \$3,000,000; and
- B. Approve the Agreement No. A5567A, with TRIPLE HS, INC. DBA H. T. Harvey & Associates, for On-Call Biological Services for a Shared Aggregate Total Not-to-Exceed fee of \$3,000,000.

Manager: John Bourgeois, 408-630-2990
Attachments: [Attachment A: Gov. Code § 84308, Stillwater](#)
[Attachment B: Gov. Code § 84308, H. T. Harvey](#)
[Attachment 1: Agreement, Stillwater](#)
[Attachment 2: Agreement, H. T. Harvey](#)
Est. Staff Time: 5 Minutes

8. ASSISTANT CHIEF EXECUTIVE OFFICER:

8.1. Approve a Budget Adjustment in the Amount of \$3,945,234 and Approve an Increase of \$2,500,000 to the Construction Contract Contingency Sum for the Anderson Dam Federal Energy Regulatory Commission Order Compliance Project, Coyote Creek Stream Augmentation Fish Protection Measure: Chillers Plant Project, Project No. 91864008, Contract No. C0701 (Morgan Hill, District 1). [26-0051](#)

Recommendation:

- A. Approve a Fiscal Year 2026 budget adjustment in the amount of \$3,945,234 to the Coyote Creek Stream Augmentation Fish Protection Measure: Chillers Plant Project; and
- B. Approve an increase of \$2,500,000 to the construction contract contingency sum, bringing the total contingency sum to \$7,804,592 for the Coyote Creek Stream Augmentation Fish Protection Measure: Chillers Plant Project.

Manager: Ryan McCarter, 408-630-2983
Attachments: [Attachment 1: Map](#)
[Attachment 2: PowerPoint](#)
Est. Staff Time: 5 Minutes.

9. EXTERNAL AFFAIRS:

10. CHIEF EXECUTIVE OFFICER:

10.1. CEO and Chiefs' Report.

11. ADMINISTRATION:

12. DISTRICT COUNSEL:

13. BOARD POLICY PLANNING CALENDAR/PROPOSED FUTURE BOARD AGENDA ITEMS:

13.1. Review the Fiscal Year 2026 Board Policy Planning Calendar.

14. BOARD MEMBER REPORTS/ANNOUNCEMENTS:

15. CLERK REVIEW AND CLARIFICATION OF BOARD REQUESTS:

16. ADJOURN:

16.1 The Board will convene for the next Regular meeting at 1:00 p.m. on Tuesday, February 24, 2026, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California, and via Zoom teleconference.



Santa Clara Valley Water District

File No.: 25-1030

Agenda Date: 2/10/2026

Item No.: 3.4.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Conduct a Public Hearing on the Final Mitigated Negative Declaration and Engineer's Report for the Vasona Pump Station Upgrade Project, Project No. 92264001; Adopt a Resolution Adopting the Final Mitigated Negative Declaration and the Mitigation and Reporting Program; Adopt a Resolution Approving the Engineer's Report; and Approve the Project for the Vasona Pump Station Upgrade Project (Los Gatos, District 7).

RECOMMENDATION:

- A. Open and conduct the public hearing to receive comments on the Final Mitigated Negative Declaration and Engineer's Report for the Vasona Pump Station Upgrade Project, Project No. 92264001;
- B. Close the Public Hearing;
- C. Adopt the Resolution ADOPTING THE FINAL MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE VASONA PUMP STATION UPGRADE PROJECT;
- D. Adopt the Resolution APPROVING THE ENGINEER'S REPORT FOR THE VASONA PUMP STATION UPGRADE PROJECT; and
- E. Approve the Project.

SUMMARY:

On January 27, 2026, the Board adopted a Resolution setting the time and date for the Public Hearing on the Final Mitigated Negative Declaration (Final MND) and Engineer's Report to take place on February 10, 2026, for the Vasona Pump Station Upgrade Project (Project). Staff is recommending the Board hold this Public Hearing to consider adoption of a Resolution approving the Final MND and the Mitigation Monitoring and Reporting Program (MMRP, Attachment 2), adoption of a Resolution approving the Engineer's Report (Attachment 3), and approving the Vasona Pump Station Upgrade Project.

Project Background

Vasona Pump Station (VPS) is a pump station that has been in operation since 1971. The objective of the Vasona Pump Station (VPS) Upgrade Project (Project) is to eliminate the risk of failure due to

age or condition of equipment by replacing pumps and their assets, prepare for future capacity requirements, add redundancy to the system, increase efficiency and operational flexibility and allow for the blending of water from multiple sources, and increase reliability, efficiency, and ease of use of the electrical and controls components. The scope of work for the Project includes developing operational models for VPS, evaluating system hydraulics, assessing the structural condition of the pump building for new equipment, replacing existing pumps, motors, adjustable speed drives, and valves, installing new flow meters, HVAC upgrades, and backup power, replacing electrical equipment, upgrading the electrical service equipment, and modernizing the control systems.

Final Mitigated Negative Declaration

A Draft MND was prepared for the Project in accordance with the California Environmental Quality Act (CEQA), and circulated for public review from December 24, 2024, to January 23, 2025. Comments received during the public review period did not result in changes to the MND's mitigation measures. Text revisions in the Final MND update the status of the Project's CEQA environmental review process and make minor text revisions to a Best Management Practice. These revisions are not considered substantial under Section 15073.5 of the CEQA Guidelines. The Final MND is provided in Attachment 1.

The Final MND determined that the Project has the potential to result in significant impacts during construction related to fugitive dust and air pollutant emissions, nesting birds, roosting bats, San Francisco dusky-footed woodrat, Southwestern pond turtles, accidental releases of hazardous building materials, and temporary construction-related noise increases. However, these potentially significant impacts would be reduced to a less-than-significant level with implementation of the mitigation measures identified in the Final MND.

CEQA requires that before approving a project, the lead agency must consider the Final MND, together with any comments received during the public review process, and adopt the Final MND only if it finds that the Project will not have a significant effect on the environment. As concluded in the findings of the Final MND, the Project would not cause any significant adverse effect upon the environment because mitigation measures have been incorporated into the Project to avoid, minimize, and reduce potential impacts to less-than-significant.

When adopting an MND, the lead agency must also adopt a program for reporting on, or monitoring measures to avoid or mitigate significant environmental impacts (Mitigation Monitoring and Reporting Program or MMRP). A Final MND, including the MMRP for the proposed Project, is before the Board for adoption.

A Resolution to adopt the Final MND is included as Attachment 2.

Engineer's Report

Section 12 of the District Act requires the Board to conduct a Public Hearing to consider all written and oral objections to the proposed Project when: 1) the Project is new construction; and 2) the Project is funded by a single or joint zone of benefit. Construction of the proposed Project meets both conditions, and staff has prepared an Engineer's Report for this Project (Attachment 4) for the

purpose of public disclosure. The Notice of Public Hearing (Attachment 5) for the Engineer's Report was published in accordance with the District Act and posted outside Santa Clara Valley Water District's (Valley Water) Offices at 5700 Almaden Expressway, San Jose, California, 95118, and on the Valley Water website at www.valleywater.org.

A Resolution to approve the Engineer's Report is included as Attachment 3.

Previous Board Actions

On January 27, 2026, the Board adopted a Resolution setting the time and date for the Public Hearing on the Final MND and Engineer's Report to take place on February 10, 2026, for the Project.

On August 22, 2023, the Board considered the outcome of the CIP Committee to approve the design-bid-build project delivery method for the project.

On April 23, 2019, the Board approved implementing a Design-Build project delivery method for the VPS Upgrade Project, and approved a consultant agreement with Hazen and Sawyer.

Next Steps

If the Board approves the proposed Project, the future milestones are:

1. Board adoption of plans and specifications, and authorization for construction contract procurement, and
2. Board award of construction contract

ENVIRONMENTAL JUSTICE IMPACT:

There are no environmental justice impacts associated with the recommended action for the Vasona Pump Station Upgrade Project. The recommended action is unlikely to or will not result in disproportionate impacts on any specific community(ies) relative to the general population. The Public Hearing allows community members to provide input into the decision-making process.

FINANCIAL IMPACT:

The Vasona Pump Station Upgrade Project, Project No. 92264001, is included in the Capital Improvement Program (CIP) Fiscal Years (FY) 2026-30 Five-Year Plan and in the FY 2025-26 Adopted Budget. The estimated cost to plan, design, and construct the Project is approximately \$36 million (with inflation). Based upon current estimates, there are adequate funds in the Project's Board -Adopted FY 2025-26 budget for planned Project spending during this fiscal year. Funds to cover each subsequent fiscal year anticipated Project costs will be included in the biennial budget process and recommended by staff during the annual fiscal year budget process or through budget adjustment(s), if needed. The Project is funded by the Water Utility Enterprise Fund (Fund 61), with 100% of the costs allocated to Zone W-2 (North County).

CEQA:

A Final MND has been prepared for the Project and is before the Board for approval. The Final MND is available as Attachment 1.

ATTACHMENTS:

- Attachment 1: Final MND, including MMRP
- Attachment 2: Resolution, Final MND
- Attachment 3: Resolution, Engineer's Report
- Attachment 4: Engineer's Report
- Attachment 5: Notice of Public Hearing
- Attachment 6: Project Delivery Process Chart
- Attachment 7: PowerPoint

UNCLASSIFIED MANAGER:

Emmanuel Aryee, 408-630-3074

A COPY OF THE REPORT IS AVAILABLE ONLINE AT:
<https://www.valleywater.org/public-review-documents>

VASONA PUMP STATION UPGRADE PROJECT

Final Initial Study/Mitigated Negative Declaration

Project No. 92264001

July 2025

Prepared for:

Santa Clara Valley Water District (Valley Water)
5750 Almaden Expressway
San Jose, California 95118-3614

Prepared by:

Ardurra Group
In Association with Hazen and Sawyer

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**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 2026-05

**ADOPTING THE FINAL MITIGATED NEGATIVE DECLARATION AND
THE MITIGATION MONITORING AND REPORTING PROGRAM FOR
THE VASONA PUMP STATION UPGRADE PROJECT**

WHEREAS, the Santa Clara Valley Water District (Valley Water), the lead agency under the California Environmental Quality Act (CEQA), has prepared a Final Mitigated Negative Declaration (MND) for the Vasona Pump Station Upgrade Project (Project) to evaluate the potential environmental impacts of the adoption and implementation of the proposed Project, as required by CEQA and its implementing regulations, the CEQA Guidelines (Code of Regs., Title 14, §15000 et seq.); and

WHEREAS, the MND was published and circulated for public review and comment between December 24, 2024, and January 23, 2025. The MND was filed with the State Office of Planning and Research under State Clearinghouse Number 2024121116.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District as follows:

A. ADOPT THE FINAL MITIGATED NEGATIVE DECLARATION

1. The Board of Directors has reviewed and considered the information contained in the Final MND and the record and other matters deemed material and relevant prior to making a decision on the Project.
2. The Final MND has been completed in compliance with CEQA and the CEQA Guidelines.
3. Changes have been incorporated into the Project which avoid and/or substantially lessen the potentially significant environmental effects identified in the Final MND.
4. The analysis and conclusions in the Final MND are supported by substantial evidence in the record and reflect the independent judgment and analysis of Valley Water.
5. Consistent with Public Resources Code Section 21081.6(a)(2), the documents which constitute the record of proceedings for approving this Project are located with the Clerk of the Board at 5700 Almaden Expressway, San Jose, California.

B. ADOPT THE MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program (MMRP) for the Project, Appendix A of the Final MND, is hereby adopted in accordance with CEQA Guidelines Section 15074 and pursuant to Public Resources Code Section 21081.6. Implementation of the MMRP, to avoid or substantially lessen significant environmental effects, is hereby required as a condition of approval of the Project.

BE IT FURTHER RESOLVED that the Chief Executive Officer is hereby authorized and directed to, on behalf of the Valley Water's Board of Directors, execute any such documents and to perform any such acts as may be deemed necessary or appropriate to accomplish the intention of this resolution.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on February 10, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

TONY ESTREMERA
Chair, Board of Directors

ATTEST

CANDICE KWOK-SMITH
Clerk, Board of Directors

**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 2026-06

**APPROVING THE ENGINEER'S REPORT FOR THE
VASONA PUMP STATION UPGRADE PROJECT**

WHEREAS, the Santa Clara Valley Water District (Valley Water) has been duly and regularly established and exists pursuant to the provisions of the Santa Clara Valley Water District Act (District Act); and

WHEREAS, the Vasona Pump Station Upgrade (proposed Project) is included in the Board-approved fiscal years 2026-2030 Capital Improvement Program (Project No. 92264001); and

WHEREAS, on the 27th day of January 2026, the Engineer's Report for the proposed Project prepared by Valley Water's Engineer, titled "Vasona Pump Station Upgrade Project No. 92264001," dated November 2025, was made available to the Board of Directors; and

WHEREAS, on the 27th day of January 2026, this Board of Directors set a time and place for a Public Hearing on the Final Mitigated Negative Declaration and Engineer's Report to take place on the 10th day of February 2026 at 1:00 p.m., at Valley Water, in the Boardroom, at 5700 Almaden Expressway, San Jose, California, and by teleconference Zoom meeting; and

WHEREAS, notice of the time and place of said Public Hearing was duly given and published pursuant to law; and

WHEREAS, on the 10th day of February 2026, Valley Water's Engineer presented the Engineer's Report dated December 2025 to the Board of Directors, containing:

1. A general description of the proposed Project;
2. A general description of and map showing the location of the proposed Project and land, right of way, and easement required therefor; and
3. An estimate of the cost of the proposed Project and means of financing the cost; and

WHEREAS, on the 10th day of February 2026, at the time and place as set by the Board of Directors, a Public Hearing was duly held.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District:

SECTION 1

That all comments including all written and oral objections to the proposed project have been heard and considered; and

SECTION 2

That this Board hereby approves said Engineer's Report for a work of improvement for the Vasona Pump Station Upgrade Project; and

SECTION 3

That the Valley Water Engineer has estimated the current total cost of the Project is \$36 million. The Project is funded entirely by the Water Utility Fund (Fund 61) with 100% of the costs allocated to North County Zone W-2.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on February 10, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

TONY ESTREMERA
Chair, Board of Directors

ATTEST

CANDICE KWOK-SMITH
Clerk, Board of Directors

Vasona Pump Station Upgrade Project Project No 92264001

Engineer's Report



November 2025

Water Utility Capital Division

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Vasona Pump Station Upgrade Project

PROJECT NO. 92264001

ENGINEER'S REPORT

Prepared By:

Matthew Tan, P.E.
Senior Engineer

Reviewed By:

Juan Renteria, P.E.
Capital Engineering Manager

Under the Direction of:

Emmanuel Aryee, P.E.
Deputy Operating Officer

Aaron Baker, P.E.
Chief Operating Officer

Rita Chan, Esq.
Assistant Chief Executive Officer

Melanie Richardson, P.E.
Interim Chief Executive Officer

The Engineer's Report has been prepared by the undersigned, who hereby certifies that he is a
Registered Civil Engineer in the State of California.



November 2025

DISTRICT BOARD OF DIRECTORS

John L. Varela
Shiloh Ballard
Richard P. Santos, Vice Chair
Jim Beall

District 1
District 2
District 3
District 4

Nai Hsueh
Tony Estremera, Chair
Rebecca Eisenberg

District 5
District 6
District 7

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3. PROJECT RIGHT OF WAY.....	5
4. PROJECT COSTS.....	5
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Vasona Pump Station Upgrade Project
No. 92264001
Engineer's Report – November 2025

1. PROJECT DESCRIPTION

The proposed Project is located at the Vasona Pump Station (VPS) in Los Gatos, as shown in Figure 1. The District constructed and has been operating VPS since 1971. VPS boosts the pressure in transmission pipelines conveying imported water from the state Department of Water Resources' South Bay Aqueduct and the San Luis Reservoir, and local surface water from Anderson and Calero reservoirs to the District's treatment plants and groundwater recharge facilities.

The purpose of the the Project is address age, efficiency and reliability to ensure the pump station can efficiently and reliably provide raw water supply to Valley Water's Water Treatment Plants.

The proposed Project includes the following major items of work:

- a. Removal and replacement of existing pumps and associated motors and drives
- b. Removal and replacement of valves and associated actuators
- c. Installing associated mechanical, electrical, instrumentation and control systems

2. ZONE OF BENEFITS

The proposed Project work would benefit customers of Zone W-2 (North County).

3. PROJECT RIGHT-OF-WAY

Work will occur on Valley Water owned property. No additional right-of-way will be required.

4. MAPS AND FIGURES

Figure 1: Project Location Map

5. PROJECT COSTS

The estimated cost to plan, design, and construct the Project is \$36 million (with inflation). The Project is included in the Capital Improvement Program (CIP) Fiscal Year (FY) 2026-30 Five-Year Plan and in the FY 2025-26 Adopted Budget.

The proposed Project would be funded by the Water Utility Enterprise Fund, with 100 percent of the cost allocated to Zone W-2 (North County).

6. PROJECT SCHEDULE

- Advertise for construction bids: Fall 2029
- Award construction contract: Winter 2029
- Complete construction: Winter 2033

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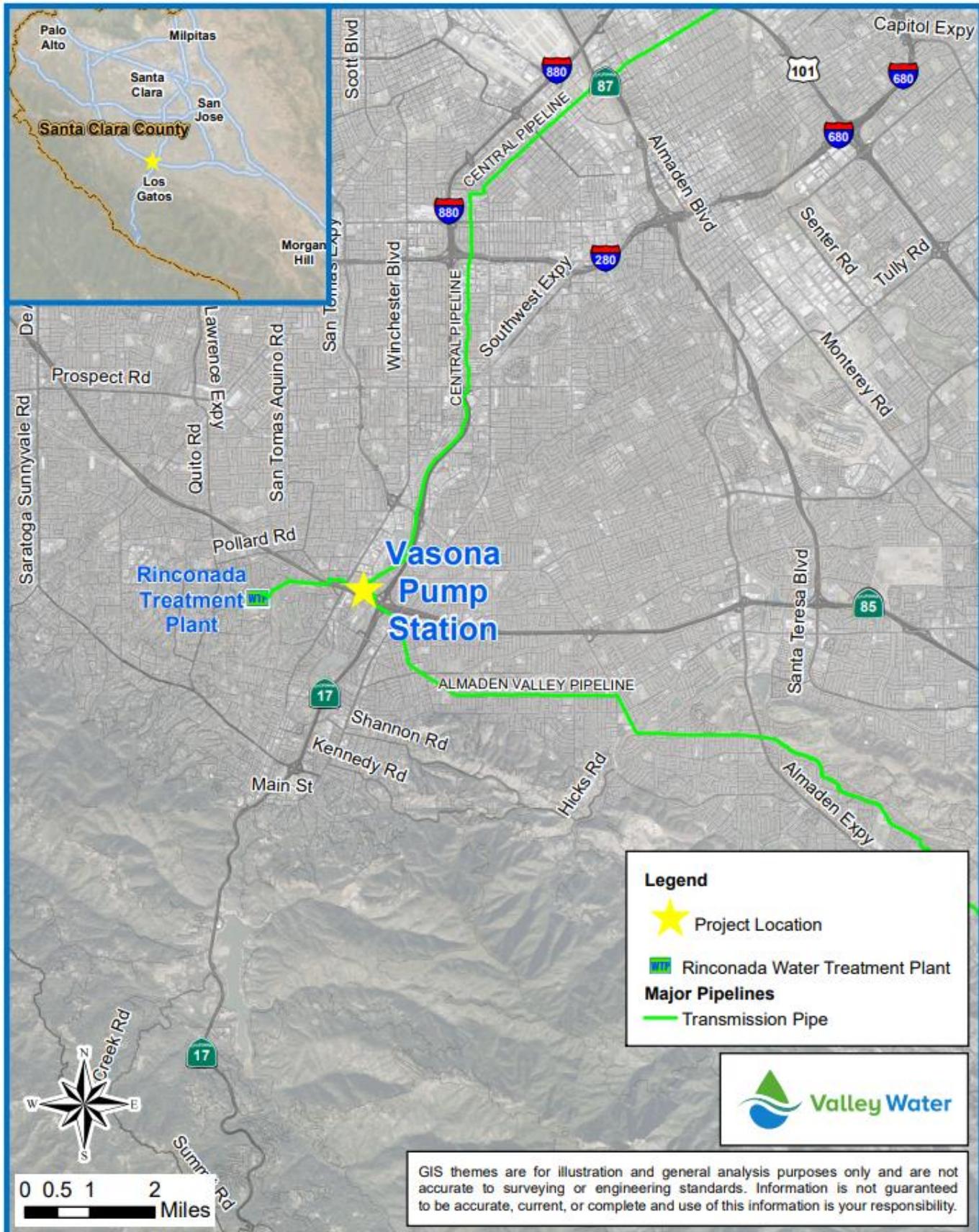


Figure 1 – Project Location Map

Attachment 2

Page 7 of 7

Attachment 4

Page 7 of 7

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Public Hearing Notice
CAPITAL IMPROVEMENT PROJECT



Topic: **Vasona Pump Station Upgrade Project**

Who: **Santa Clara Valley Water District (Valley Water)**

What: **Public Hearing on the CEQA Final Mitigated Negative Declaration and Engineer's Report**

When: **Tuesday, February 10, 2026, 1:00 p.m.**

Where: **Valley Water Headquarters Building Boardroom**
5700 Almaden Expressway, San Jose, CA
and by Zoom Teleconference at <https://valleywater.zoom.us/j/84454515597>

Valley Water invites you to a Public Hearing regarding the Vasona Pump Station Upgrade Project (Project). The proposed work of improvement is described in the Engineer's Report for the Project. The Engineer's Report and CEQA Final Mitigated Negative Declaration will be available for review at <https://valleywater.org> and will be available at the meeting.

The Project will take place at the Vasona Pump Station. All the proposed work will occur in or around Vasona Pump Station. The objective of the Vasona Pump Station (VPS) Upgrade Project (Project) is to eliminate the risk of failure due to age or condition of equipment by replacing pumps and their assets, prepare for future capacity requirements, add redundancy to the system, increase efficiency and operational flexibility and allow for the blending of water from multiple sources, and increase reliability, efficiency, and ease of use of the electrical and controls components.

At the time and place fixed for the public hearing, the Board of Directors will receive comments on the Engineer's Report and the CEQA Final Mitigated Negative Declaration for the Project and consider approving the Project's CEQA Final Mitigated Negative Declaration in accordance with the California Environmental Quality Act. After considering the comments on the Engineer's Report and Final Mitigated Negative Declaration, the Board will decide whether or not to proceed with the Project.

This meeting is being held in accordance with the Brown Act. The 1:00 p.m., February 10, 2026 public hearing will be held during a board meeting and is accessible for public in-person participation at the time, date, and location shown above, and by public virtual participation at the Zoom link above. Document(s) associated with this hearing are available for public inspection prior to the meeting in the Clerk of the Board's Office and online at www.valleywater.org, and will be available at the meeting.

For more information about this hearing or this Project, contact Matthew Tan, Senior Engineer at (408) 630-2665 and/or Juan Renteria, Capital Engineering Manager, at (408) 630-2772.

Important Notices:

Valley Water, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Board meetings to please contact the Clerk of the Board's office at (408) 630-2277, at least 3 business days before the scheduled Valley Water Board meeting to ensure that Valley Water may assist you. Reasonable efforts will be made to accommodate persons with disabilities.

重要通知：

Valley Water 遵守美國殘疾人法案 (ADA), 要求需要特殊便利才能訪問和/或參加 Valley Water 委員會會議的個人請致電 (408) 630-2277 聯繫委員會辦公室的書記員, 網址為在預定的 Valley Water 委員會會議召開前至少 3 個工作日, 以確保 Valley Water 可以為您提供幫助。將做出合理的努力以容納殘疾人。

Thông báo quan trọng:

Valley Water, để tuân thủ Đạo luật Người Mỹ Khuyết tật (ADA), yêu cầu những cá nhân cần điều chỉnh đặc biệt để tiếp cận và/hoặc tham gia các cuộc họp của Hội đồng Valley Water vui lòng liên hệ với Văn phòng Thư ký của Hội đồng theo số (408) 630-2277, tại ít nhất 3 ngày làm việc trước cuộc họp đã lên lịch của Hội đồng Valley Water để đảm bảo rằng Valley Water có thể hỗ trợ bạn. Những nỗ lực hợp lý sẽ được thực hiện để hỗ trợ người khuyết tật.

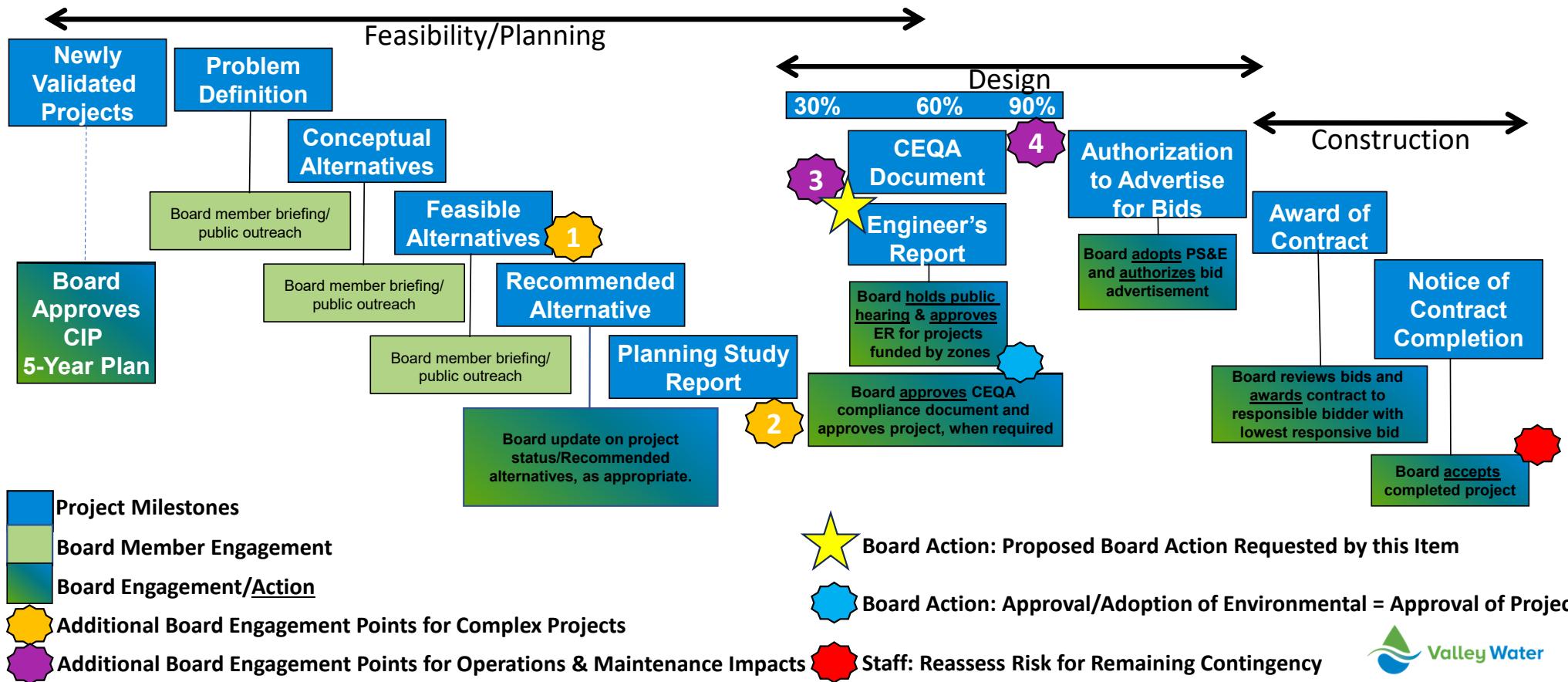
Aviso Importantes:

Valley Water, en cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), solicita a las personas que requieren adaptaciones especiales para acceder y/o participar en las reuniones de la Junta de Valley Water que se comuniquen con la oficina del Secretario de la Junta al (408) 630-2277, al menos 3 días hábiles antes de la reunión programada de la Junta de Valley Water para asegurarse de que Valley Water pueda ayudarlo. Se harán esfuerzos razonables para acomodar a las personas con discapacidades.

CIP Processes Overview

BOARD ACTION & ENGAGEMENT: CAPITAL PROJECT DELIVERY PROCESS*

* This is an example of the Project Delivery Process that may be followed and may not apply to all capital projects.



F-751-093 Project Delivery Process Chart for Board Agenda Items Revision: F Effective Date: 02/16/2024



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Valley Water

Clean Water • Healthy Environment • Flood Protection

Valley Water PPT Template
Version Release v.3



Vasona Pump Station Upgrade Project

Project No: 92264001

Recommended Board Actions -

February 10, 2026

- Conduct Public Hearing on Final Mitigated Negative Declaration and Engineer's Report
- Close Public Hearing
- Adopt Resolution approving the Final Mitigated Negative Declaration
- Adopt Resolution approving the Engineer's Report
- Approve the Project

Project Objectives

- Eliminate risk of failure due to age or condition of equipment by replacing pumps and their assets
- Prepare for future capacity requirements
- Add redundancy to the system
- Increase efficiency and operational flexibility and allow for the blending of water from multiple sources
- Increase reliability, efficiency, and ease of use of the electrical and controls components

Project Location



Project Description

- Improve the plant's pumps and raw water conveyance to Valley Water's treatment plants by replacing pumps, motors, drives, and upgrade the electrical and control system

CEQA Document

- Draft MND Public Review from December 24, 2024 to January 23, 2025
- Comments received during the public review period did not result in revisions to the MND's mitigation measures
- Mitigation Monitoring and Reporting Program (MMRP) provided in Final MND
- Mitigation measures incorporated into Project to reduce environmental impacts to less-than-significant levels

Project Right-of-Way

- Project is within the limits of Vasona Pump Station and Valley Water property
- No additional Right-of-Way required

Project Cost and Funding

- Estimated Total Cost: \$36M (Inflated)
- Zone of Benefit: W-2

Next Steps

- Advertise and Award Bids for Construction: Winter 2029
- Complete Construction: Winter 2033

QUESTIONS





Valley Water

Clean Water • Healthy Environment • Flood Protection



Santa Clara Valley Water District

File No.: 26-0034

Agenda Date: 2/10/2026

Item No.: 3.5.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Conduct a Public Hearing to Determine the Necessity for the Board of Directors to be Compensated for up to 15 Days Per Calendar Month, and to Consider Meeting Compensation Amount for Calendar Year 2026.

RECOMMENDATION:

- A. Open and conduct a Public Hearing to allow members of the public to provide comments on the need to compensate Directors for up to 15 days per calendar month, and Director meeting compensation amount for calendar year 2026;
- B. Close the Public Hearing; and
- C. Discuss, make a finding, and adopt the Ordinance PROVIDING FOR COMPENSATION OF DIRECTORS OF SANTA CLARA VALLEY WATER DISTRICT PURSUANT TO CHAPTER 2, DIVISION 10, CALIFORNIA WATER CODE, reflecting the number of meetings per calendar month Directors should be compensated and the Director meeting compensation amount for calendar year 2026; or
- D. Provide direction to the Clerk, Board of Directors relevant to the authorized number of compensated meetings per month and meeting compensation amount for calendar year 2026.

SUMMARY:

This item allows the Board to hold a Public Hearing to:

1. Consider the evidence and determine if there is an operational need for Directors to be compensated for up to 15 days per calendar month; and
2. Consider Directors' compensation for the calendar year 2026, pursuant to Chapter 2, Division 10 of the California Water Code.

PUBLIC HEARING

At its January 13, 2026 regular meeting, the Board set a Public Hearing to be held on February 10, 2026, to determine the necessity for Directors to be compensated for up to 15 days per calendar month and to consider Directors' meeting compensation for Calendar Year 2026. A Notice of Public Hearing has been published in a general circulation newspaper and community papers throughout Santa Clara County, notifying the public of the opportunity to comment at the Public Hearing if they so choose (Attachment 1).

The Public Hearing is held pursuant to the Santa Clara Valley Water District (Valley Water) Act (District Act) Section 33(c), Government Code Section 53232.1, and California Water Code Sections 20200-20207.

Monthly Meeting Limit

AB 1889 (Caballero) enacted by the Governor on September 5, 2018, and taking effect on January 1, 2019, amends the District Act by adding Section 33(c), authorizing the Board to annually adopt a written policy describing, based on a finding supported by substantial evidence, why more than 10 meetings per month, but not more than 15 meetings per month, are necessary for the effective operation of Valley Water. AB 939 (Pellerin) enacted by the Governor on September 9, 2023, extends the aforementioned provision indefinitely. The determination of whether a Director's activities on any specific day are compensable shall be made pursuant to Section 53232.1 of the Government Code.

In accordance with Board Governance Policy GP-10-6.1, a finding could be made based on substantial evidence including, but not limited to, the following:

1. Many of Valley Water's responsibilities such as water supply, flood protection, and environmental stewardship, are in other jurisdictions spread across separate governmental entities. These functions require numerous meetings to set courses of action based on input from the community and other stakeholders.
2. The number and scope of Board and committee meetings, public hearings, community meetings, and other meetings Directors must attend to accomplish Valley Water's business are extensive. The Board has 19 internal and/or joint policy committees/working groups, and the Directors serve on a total of 17 external boards and committees for other intergovernmental, regional, or public policy entities (Attachment 2).
3. Valley Water is the only water agency in California that is both a state and federal water contractor through the State Water Project and the Central Valley Project, putting Valley Water at the heart of complex water policy debates in both Sacramento and Washington. This greatly expands the number of meetings necessary to ensure reliable water supplies for Santa Clara County as compared to other regions.
4. In 2025, the maximum number of monthly meeting days for which Directors could be compensated was 15, per Ordinance 2025-01. During 2025, the Valley Water Board of Directors reported 1091 meeting days that were paid and 84 that were unpaid because they exceeded the maximum number of meeting days allowed for the stated month. The table included in Attachment 3 provides details on the meetings per month data.

The Board could consider the following monthly meeting limit options:

1. Make a finding based on substantial evidence that there is an operational need to compensate Directors for up to 15 days per calendar month, and set the meeting day limit accordingly, effective April 14, 2026, for calendar year 2026; OR
2. Determine that no operational need exists to compensate Directors for more than the current

10 days per calendar month, per California Water Code.

Meeting Compensation

California Water Code Section 20202 authorizes the Board to annually consider, through the Public Hearing and ordinance adoption process, compensation increases at a rate not to exceed an amount equal to five percent (5%) annually.

Any Board-approved change in the Directors' number of compensated meetings per month and meeting compensation rate will become effective beginning 60 days after the date of ordinance adoption, pursuant to California Water Code Section 20204.

The Board's last compensation adjustment was in April 2025. In accordance with the regulatory process, the Board held a Public Hearing on February 11, 2025, for the public to comment on the Directors' meeting compensation amount; and at that meeting, the Board adopted Ordinance 2025-01 enacting a compensation increase of five percent (5%), effective April 14, 2025 (12 months after the last compensation increase.)

The Board could consider the following monthly compensation options:

1. Keep the Directors' compensation at the current amount of \$403.37 per day, up to 10 or 15 days per calendar month, as previously determined;
2. Reduce the Directors' compensation to a specified amount below the current \$403.37 rate per day, up to 10 or 15 days per calendar month, as previously determined, effective April 14, 2026; or
3. Approve an increase of up to 5% in Directors' compensation under the California Water Code Sections 20200-20207, for up to 10 or 15 days per calendar month, as previously determined, effective April 14, 2026.

Additional Board-Imposed Requirements

In addition to the statutory requirements detailed above, the Board has imposed certain other requirements on itself with respect to meeting compensation. Those requirements are enshrined in Board Governance Process section 10 (GP-10). Among other things, GP 10 (1) requires that Board members "will briefly report on meetings attended at Valley Water expense at the next regular Board meeting following the event at which the member is in attendance" (GP-10.4); specifies which types of events qualify as compensable meetings (GP-10.6.1); and excludes explicitly certain events from being compensable (GP-10.6.2). For ease of reference, a copy of GP-10 is attached as Attachment 5.

ENVIRONMENTAL JUSTICE IMPACT:

There is no environmental justice impact associated with the Board of Directors compensation. This action is unlikely to or will not result in adverse impacts.

FINANCIAL IMPACT:

Funds are budgeted in the Board of Directors Fiscal Year 2026 budget for meeting compensation.

Staff estimates that a 5% increase in Directors' compensation for up 15 days per calendar month would cost approximately \$24,203. Since contingency budgeting is not performed, funding for any Board-approved increase in compensation may need to be transferred from reserves pursuant to a budget adjustment if the impact cannot be absorbed within budget.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

- Attachment 1: Notice of Public Hearing
- Attachment 2: 2026 Board Committee Appointments
- Attachment 3: 2025 Board Meeting Days Analysis
- Attachment 4: Draft Ordinance
- Attachment 5: GP-10

UNCLASSIFIED MANAGER:

Candice Kwok-Smith, 408-630-3193

**Notice of Public Hearing
Santa Clara Valley Water District
Board of Directors**



Topic: **Santa Clara Valley Water District Board of Directors to Determine Necessity for Directors to be Compensated for up to 15 Days per Calendar Month and Consideration of Directors per Meeting Compensation Amount for Calendar Year 2026.**

Who: **Santa Clara Valley Water District (Valley Water)**

What: **Public Hearing for the Board of Directors to determine the necessity for Directors to be compensated for up to fifteen days per calendar month or consider Directors per meeting compensation amount for the calendar year 2026.**

When: **February 10, 2026, 1:00 p.m.**

Where: **Valley Water Headquarters Building Boardroom
5700 Almaden Expressway, San Jose, CA
and by Zoom Teleconference at <https://valleywater.zoom.us/j/84454515597>**

The Santa Clara Valley Water District (Valley Water) invites you to a Public Hearing for the Board of Directors to determine the Necessity for Directors to be compensated for up to 15 Days per calendar month and consider the Directors' per-meeting compensation amount for the calendar year 2026.

At the time and place fixed for the Public Hearing, the Board of Directors will receive comments relevant to, and make a determination of, the necessity for Directors to be compensated for up to 15 days per calendar month for the performance of official duties and set the Board compensation for calendar year 2026. After considering all the information presented, the Board will consider the following options:

MONTHLY MEETING LIMIT

1. Determine that there is an operational need to compensate Directors for up to 15 days per calendar month and set the meeting day limit accordingly for calendar year 2026; or
2. Determine that there is **NO** operational need to compensate Directors for more than 10 days per calendar month, per California Water Code.

MEETING COMPENSATION

1. Keep the Directors' compensation at the current amount of \$403.37 per day;
2. Reduce the Directors' compensation to a specified amount below the current \$403.37 rate per day, effective April 14, 2026; or
3. Approve an increase of up to 5% in Directors' compensation in accordance with the California Water Code Sections 20200-20207, effective April 14, 2026.

This meeting is being held in accordance with the Brown Act. The 1:00 p.m., February 10, 2026, Public Hearing will be held during a Board Meeting and is accessible for public in-person participation at the time, date, and location shown above or by public virtual participation at the Zoom link above. Document(s) associated with this Hearing are available for public inspection prior to the meeting in the Clerk of the Board's Office or online at www.valleywater.org and will be available at the meeting.

For more information, contact the Clerk of the Board at 408-630-3193.

Valley Water, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Board meetings to please contact the Clerk of the Board's office at (408) 630-2277, at least 3 business days before the scheduled Valley Water Board meeting to ensure that Valley Water may assist you. Reasonable efforts will be made to accommodate people with disabilities.

重要通知：

Valley Water 遵守美國殘疾人法案 (ADA)，要求需要特殊便利才能訪問和/或參加 Valley Water 委員會會議的個人請致電 (408) 630-2277 聯繫委員會辦公室的書記員，網址為在預定的 Valley Water 委員會會議召開前至少 3 個工作日，以確保 Valley Water 可以為您提供幫助。將做出合理的努力以容納殘疾人。

Thông báo quan trọng:

Valley Water, để tuân thủ Đạo luật Người Mỹ Khuyết tật (ADA), yêu cầu những cá nhân cần điều chỉnh đặc biệt để tiếp cận và/hoặc tham gia các cuộc họp của Hội đồng Valley Water vui lòng liên hệ với Văn phòng Thư ký của Hội đồng theo số (408) 630-2277, tại ít nhất 3 ngày làm việc trước cuộc họp đã lên lịch của Hội đồng Valley Water để đảm bảo rằng Valley Water có thể hỗ trợ bạn. Những nỗ lực hợp lý sẽ được thực hiện để hỗ trợ người khuyết tật.

Aviso Importantes:

Valley Water, en cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), solicita a las personas que requieren adaptaciones especiales para acceder y/o participar en las reuniones de la Junta de Valley Water que se comuniquen con la oficina del Secretario de la Junta al (408) 630-2277, al menos 3 días hábiles antes de la reunión programada de la Junta de Valley Water para asegurarse de que Valley Water pueda ayudarlo. Se harán esfuerzos razonables para acomodar a las personas con discapacidades.

**2026 SANTA CLARA VALLEY WATER DISTRICT BOARD
COMMITTEE APPOINTMENTS**

BOARD COMMITTEES	MEMBERS		
Board Audit Committee	Beall	Ballard	Estremera
Board Policy and Monitoring Committee	Estremera	Hsueh	Ballard
Capital Improvement Program Committee	Beall	Estremera	Hsueh
Environmental Creek Cleanup Committee	Beall	Hsueh	Santos
Recycled Water Committee	Beall	Estremera	Santos
Stream Planning and Operations (SPOC) Committee	Estremera	Ballard	Varela
Water Supply and Demand Management Committee	Ballard	Santos	Hsueh

BOARD ADVISORY COMMITTEES	REPRESENTATIVE(S)	ALTERNATE(S)
Agricultural Water Advisory Committee	Santos Varela Beall	N/A
Environmental and Water Resources Committee	Estremera Ballard Hsueh	N/A
Santa Clara Valley Water Commission	Hsueh (Chair 2024) Santos (V. Chair 2026) Estremera (Chair 2026)	N/A
Santa Clara Valley Water District Youth Commission	Hsueh Ballard Varela	N/A

JOINT COMMITTEES	MEMBER(S)	ALTERNATE(S)
Joint Recycled Water Advisory Committee with the City of Sunnyvale	Beall Estremera Santos	N/A
Joint Recycled Water Policy Advisory Committee w/ City SJ, SC/TPAC	Beall Estremera Santos	N/A
Joint Recycled Water Policy Committee w/City of Palo Alto, East Palo Alto and Mountain View	Beall Estremera Santos	N/A
Joint Water Resources Committee with Cities of Morgan Hill and Gilroy	Varela Santos	Hsueh
San Felipe Division Reach One	Varela Santos	N/A

**2026 SANTA CLARA VALLEY WATER DISTRICT BOARD
COMMITTEE APPOINTMENTS**

BOARD WORK GROUPS	MEMBER(S)	ALTERNATE(S)
DCA Group	Estremera Hsueh Ballard	N/A
Environmental Stakeholder Group	Estremera Ballard	N/A

STAFF COMMITTEES	REPRESENTATIVE(S)	ALTERNATE(S)
Landscape Committee	Santos Ballard (Liaisons)	Hsueh
Santa Clara County Water Retailers	Estremera (Chair) Santos (V. Chair)	N/A

EXTERNAL COMMITTEES (WITH VOTING AUTHORITY)	MEMBER(S)	ALTERNATE(S)
Delta Conveyance Design and Construction Joint Powers Authority	Estremera	Ballard
Delta Conveyance Finance Authority	Hsueh	Estremera
Joint Venture Silicon Valley Board of Directors	Varela	N/A
Los Vaqueros Reservoir Joint Power Authority Board of Directors	Varela	Santos
Pajaro River Watershed Flood Protection Authority	Varela	Santos
Redevelopment Dissolution Countywide Oversight Board of Santa Clara County	Estremera	N/A
San Francisquito Creek JPA	Hsueh	Santos
SLDMWA Board - Division 4	Santos Varela	Beall Baker (Staff)
SLDMWA DHCCP Steering Committee – Division 4	Santos	Beall
SCCO Special Districts Association	Beall	Ballard
SCCO Recycling and Waste Reduction Commission	Ballard	Hsueh
Santa Clara Valley HCP JPA	Ballard Beall	N/A

**2026 SANTA CLARA VALLEY WATER DISTRICT BOARD
COMMITTEE APPOINTMENTS**

EXTERNAL COMMITTEES (NON-VOTING AUTHORITY)	REPRESENTATIVE(S)	ALTERNATE(S)
ACWA	Varela	Estremera
Local Agency Formation Commission (LAFCO) <i>(Representative is appointed by SCVWD, but represents the public as a whole)</i>	Beall	N/A
Safe, Clean Water Independent Monitoring Committee	Estremera (Chair)	Santos (V. Chair)
SCCO Emergency Operations Area Council	Santos	Beall
SCRWA	Santos Varela	Estremera

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Santa Clara Valley Water District Board of Directors
2025 Meeting Days Data for January through December

The table below shows the number of meeting days reported by Santa Clara Valley Water District (Valley Water) Board of Directors, January through December 2025 through the expense reporting process.

In 2025 Directors could be compensated for a maximum of 15 meeting days per month, per Ordinance 24-01.

During 2025, the Valley Water Board of Directors reported 1081 meeting days that were paid, and 84 meetings that were unpaid, because they exceeded the maximum number of meeting days allowed for the stated month.

Number of Meeting Days by Month - January through December 2025

	District 1	District 2	District 3	District 4	District 5	District 6	District 7	Totals
Jan (15)	14	15	15	15	11	11	2	83
Over	0	1	3	1	0	0	0	5
Feb (15)	14	13	15	13	10	15	2	82
Over	0	0	2	0	0	3	0	5
March (15)	15	15	15	15	11	13	2	86
Over	2	0	6	4	0	0	0	12
April (15)	15	15	15	14	15	15	6	95
Over	2	1	7	0	0	2	0	12
May (15)	11	15	15	15	13	15	5	89
Over	0	5	6	1	0	0	0	12
June (15)	15	15	15	15	13	15	2	90
Over	2	4	1	3	0	1	0	11
July (15)	10	13	15	10	11	15	2	76
Over	0	0	0	0	0	2	0	2
Aug (15)	13	15	15	14	13	15	5	90
Over	0	2	5	0	0	0	0	7
Sept (15)	15	14	15	15	6	15	3	83
Over	0	0	5	1	0	1	0	7
Oct (15)	12	14	15	11	10	8	2	72
Over	0	0	5	0	0	0	0	5
Nov (15)	15	13	15	14	8	12	2	79
Over	1	0	3	0	0	0	0	4
Dec (15)	12	15	14	14	13	11	3	82
Over	0	2	0	0	0	0	0	2
Total Meeting Days	168	187	222	175	134	169	36	1091
Total Unpaid Days	7	15	43	10	0	9	0	84

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**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

ORDINANCE NO. 2026-01

**PROVIDING FOR COMPENSATION OF DIRECTORS OF SANTA CLARA VALLEY
WATER DISTRICT PURSUANT TO CHAPTER 2, DIVISION 10, CALIFORNIA WATER CODE**

**The Board of Directors of Santa Clara Valley Water District (Valley Water) does ORDAIN
as follows:**

FIRST, this ordinance is adopted pursuant to Chapter 2, Division 10, Section 20200, and following of the California Water Code, and Section 33(c) of the District Act; and

SECOND, at the February 10, 2026, Board meeting, the Board made findings based on substantial evidence that there is an operational need to compensate Directors for up to 15 days per calendar month, for calendar year 2026, effective April 14, 2026; and

THIRD, the findings made by the Board were:

1. Many of Valley Water's responsibilities such as water supply, flood protection, and environmental stewardship, are in other jurisdictions spread across separate governmental entities. These functions require numerous meetings to set courses of action based on input from the community and other stakeholders.
2. The number and scope of Board and committee meetings, public hearings, community meetings, and other meetings Directors must attend to accomplish Valley Water's business are extensive. The Board has 19 internal and/or joint policy committees/working groups, and the Directors serve on a total of 17 external boards and committees for other intergovernmental, regional, or public policy entities.
3. Valley Water is the only water agency in California that is both a state and federal water contractor through the State Water Project and the Central Valley Project, putting Valley Water at the heart of complex water policy debates in both Sacramento and Washington. This greatly expands the number of meetings necessary to ensure reliable water supplies for Santa Clara County as compared to other regions.
4. In 2025, the maximum number of monthly meeting days that Directors could be compensated was 15, per Ordinance 25-01. During 2025, the Valley Water Board of Directors reported 1081 meeting days that were paid and 84 that were unpaid because they exceeded the maximum number of meeting days allowed for the stated month.

FOURTH, for each year following the effective date of this ordinance, the current compensation of four hundred three dollars and thirty-seven cents (\$403.37) per day provided to each Valley Water Board member for each day's attendance at Board meetings, or for each day's service rendered as a member of the Board by request of the Board as described in Board Policy GP-10.6.1, is increased to \$ _____ effective on April 14, 2026; and

The increase is in accordance with the Board of Directors' direction to ensure that Valley Water's services are carried out in a cost-effective and efficient method; and

FIFTH, this ordinance shall not be deemed to authorize compensation for more than a total of 15 days in any calendar month.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on February 10, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

By: _____
TONY ESTREMERA
Chair, Board of Directors

ATTEST

CANDICE KWOK-SMITH
Clerk, Board of Directors

Governance Policies of the Board

Title: Cost of Governance	Category: Governance Process	
Policy No. GP-10	Adopted: September 28, 1999 Chair: Larry Wilson	Latest Revision: January 8, 2019 Chair: Linda J. LeZotte
The Board of Directors revised and adopted this policy at its public meeting on the latest revision date.		

The Board will invest in its governance capacity.

Accordingly:

- 10.1. Board skills, methods, and supports will be sufficient to assure governing with excellence.
 - 10.1.1. Training and education will be used by Board members to maintain and increase governance skills and understanding.
 - 10.1.2. Outside monitoring assistance will be arranged so that the Board can exercise confident control over organizational performance. This includes, but is not limited to, fiscal audit.
 - 10.1.3. Outreach mechanisms will be used as needed to ensure the Board's ability to listen to public viewpoints and values.
- 10.2. Adequate funds will be proposed by the COB and budgeted annually by the CEO for support of the Board.
- 10.3. Board members will prepare and submit Director's Expense Claim Forms to request per diem and expense reimbursement in accordance with this policy. Board members will include receipts and any other information necessary to demonstrate that reimbursement is consistent with this policy and with Ch. 700, Stats. 2005 (AB 1234). Expense claims must be submitted within a reasonable time after the expense is incurred.
- 10.4. Board members will briefly report on meetings attended at District expense at the next regular Board meeting following the event at which the member is in attendance. On a quarterly basis, a report of the per diem and expense reimbursements of each Board member shall be placed on an open session Board meeting agenda for review and a determination by the Board whether the reimbursements comply with the Board's reimbursement policies adopted pursuant to Section 53232.3 of the Government Code. Only expenses in compliance with those policies may be reimbursed by the District. Directors Quarterly Expense Reimbursement Reports will be placed on the Directors District web page for public viewing.

Governance Policies of the Board

- 10.5 Adequate liability insurance will be provided by the CEO at all times for Board members.
- 10.6. It is the policy of the Board that each Board member attend such meetings, events, conferences, and training as each Board member determines will best enable them to serve the District, including such compensation per day and reimbursement for actual and necessary expenses as may be allowed by law and as authorized by this policy. Board members may only receive compensation for one meeting, per day, regardless of the number of meetings attended.
 - 10.6.1. Per Diem Meetings, Events, and Activities Compensation

After annually making a finding based on substantial evidence that there is an operational need for Board members to be paid for more than 10 meetings in a calendar month, Board members are eligible to receive compensation per day, up to 15 days per calendar month, in accordance with Section 33(c) of the Santa Clara Valley Water District Act, for the meetings, events, and activities listed below, all of which are hereby deemed by the Board to constitute the performance of official duties. For the purpose of making a finding, substantial evidence shall include, but is not limited to, such things as the number of meetings in the prior year that were qualified for compensation pursuant to this policy, and how many and how frequently committee meetings of the Board of Directors occur.

 - 10.6.1.1. Regular and Special Meetings of the Board of Directors.
 - 10.6.1.2. Regular and Special Meetings of any Standing or Ad Hoc committee of the Board of Directors in accordance with Governance Process Policy 9.2.1, when the attending member is a member of the committee.
 - 10.6.1.3. Regular and Special Meetings of any public entity legislative or advisory body of which the District is a member, or at which an agenda item related to the District's business is discussed.
 - 10.6.1.4. Meetings with local, state, and federal legislators and/or officials to discuss matters of District concern.
 - 10.6.1.5. Meetings of associations of governmental agencies, water policy organizations, and any other body of which the District is a member or which concerns water supply, flood protection, and/or natural resources.
 - 10.6.1.6. Conferences and educational workshops open to the public and/or to public agencies such as the District or concern water supply, flood protection, and/or natural resources. Preference should be given to conferences and educational workshops in California in order to minimize out of state travel.

Governance Policies of the Board

- 10.6.1.7. Community events sponsored by or featuring the District, or which concern water supply, flood protection, and/or natural resources, or which concern the relationship of the District to the communities it serves.
- 10.6.1.8. Community meetings at which District projects or programs are presented, featured, or discussed.
- 10.6.1.9. Meetings with District employees and/or District constituents concerning District business.
- 10.6.1.10. Media appearances to discuss District issues (including but not limited to interviews and editorial board meetings).
- 10.6.1.11. Activities constituting direct Board inspection of District operations in accordance with Board-BAO Linkage Policy BL-5.
- 10.6.1.12. Participation in and completion of an approved online ethics course to meet the requirements of Government Code Sections 53234-53235.5, which shall constitute a single meeting.
- 10.6.1.13. Any other meeting, event, or activity approved in advance by the Board.

10.6.2. Per Diem Meetings, Events, and Activities Compensation Exclusions

- 10.6.2.1. No Board member shall be compensated for attendance at a community/business event as a guest of the District, where the District has purchased a seat or table at said event.

10.6.3. Per Diem Meetings, Events, and Activities Expense Reimbursements

Board members are eligible for reimbursement for actual and necessary expenses incurred by the Board member for travel/transportation, meals, registration fees, lodging and incidental expenses reasonably incurred by the Board member in connection with meetings, events, and activities described in GP-10.6.1.

- 10.6.3.1. Travel reimbursement expenses will not exceed the government or group rate for airline, ground transportation, and rental cars where such rate is available. Air transportation will be economy/coach class. Reimbursement for rental cars will be at the midsize level, unless a group of District officials/personnel are traveling together and choose to use a larger vehicle to accommodate the

Governance Policies of the Board

group. Shuttles, taxis, and car services are reimbursable in lieu of car rental. Board members wishing to upgrade flight or rental car class for personal convenience, or to combine personal with business travel thereby resulting in an increased fare, must pay the increased cost over the rates set forth in this policy.

- 10.6.3.2. Mileage reimbursement expenses for use of the Board member's own vehicle will be at the rate established for District employees and in accordance with policies applicable to District employees.
- 10.6.3.3. Lodging reimbursement expenses will not exceed the government or group rate for lodging where such rate is available. Reimbursement for lodging at conferences and organized educational activities will not exceed the maximum group lodging rate published by the activity sponsor if that rate is available at time of booking. Board members wishing to upgrade rooms and/or hotels or to incur additional guest charges will not be reimbursed for the cost difference.
- 10.6.3.4. Meal reimbursement expenses will be provided up to \$60 per day (\$14 for breakfast, \$16 for lunch and \$30 for dinner) for Board members who provide receipts. In addition to the \$60 per day, Board members will be entitled to an additional \$15 per day, with receipts, when traveling to the cities identified by the US General Services Agency as "high cost of living areas" listed below. Board members who do not have receipts may be reimbursed up to \$39 (\$9 for breakfast, \$10 for lunch and \$20 for dinner) per day for meal expenses.

Los Angeles, CA	Boston, MA	New York City, NY
San Francisco, CA	Baltimore, MD	Cincinnati, OH
Denver, CO	Detroit, MI	Pittsburgh, PA
Washington, DC	St. Paul/Minneapolis, MN	Philadelphia, PA
Miami, FL	St. Louis, MO	Dallas, TX
Chicago, IL	Atlantic City, NJ	Arlington, VA
New Orleans, LA	Santa Fe, NM	Seattle, WA

- 10.6.3.5. Incidental expenses, including public transportation to/from airport; parking expenses; fuel for rental cars; tipping in accordance with policies applicable to District employees; expenses related to conducting District business while traveling (such as charges for phone, internet, or facsimile communication), will be reimbursed.

10.7. Business-Related Expense Reimbursements

Governance Policies of the Board

Board members are eligible for reimbursement for actual and necessary expenses incurred by the Board member for the following business-related expenses: communication devices (cell phones/batteries/chargers), third party charge for internet/phone/fax lines and plans, office equipment and business cards.

10.7.1. Office equipment eligible for reimbursement under GP-10.7. includes:

- Fax/printers
- Fax/printer ink cartridges
- Individual office supplies (pens, day planners, etc);
- Personal digital assistant (PDA) equipment

10.8. Allocated Expense Reimbursements

Board members are eligible for reimbursement for office equipment, communication devices, supplies, publication subscriptions, membership dues, and educational materials utilized by the member for performance of Board duties, up to the amount identified in the Board Resolution Setting Annual Limit of Reimbursement of Directors' Annual and Necessary Expenses.

10.8.1. Publication subscriptions eligible for reimbursement under GP-10.8. include:

- Newspaper/ magazine subscriptions
- Periodicals

10.8.2. Membership dues eligible for reimbursement under GP-10.8. include:

- Organization and association memberships relevant to District business/mission (excludes professional memberships, certifications, licenses, etc)

10.8.3. Educational material eligible for reimbursement under GP-10.8. includes:

- Books, videos, DVDs, computer programs (used in course of District business)

10.8.4. Other expenses eligible for reimbursement under GP-10.8. include:

- Business meal overage reimbursement
- District apparel

10.9 Board member compensation and benefits settlement agreements are not confidential.

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Santa Clara Valley Water District

File No.: 26-0176

Agenda Date: 2/10/2026

Item No.: *3.6.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Consider Memoranda of Understanding between the Santa Clara Valley Water District and Employees Association - AFSCME Local 101, Engineers Society - IFPTE Local 21, and Professional Managers Association - IFPTE Local 21; and Adopt Resolutions (3) Approving Terms of Memoranda (January 1, 2026 through December 31, 2029).

RECOMMENDATION:

- A. Adopt the Resolution APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND EMPLOYEES ASSOCIATION, AFSCME LOCAL 101 FOR THE PERIOD OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2029;
- B. Authorize CEO to sign the Memorandum of Understanding between the Santa Clara Valley Water District and Employees Association, AFSCME Local 101, in substantially the same form as the draft version;
- C. Adopt the Resolution APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND ENGINEERES SOCIETY, IFPTE LOCAL 21 FOR THE PERIOD OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2029;
- D. Authorize CEO to sign the Memorandum of Understanding between the Santa Clara Valley Water District and Engineers Society in substantially the same form as the draft version;
- E. Adopt the Resolution APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND PROFESSIONAL MANAGERS ASSOCIATION, IFPTE LOCAL 21 FOR THE PERIOD OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2029; and
- F. Authorize CEO to sign the Memorandum of Understanding between the Santa Clara Valley Water District and Professional Managers Association in substantially the same form as the draft version;

SUMMARY:

A. Employees Association

The existing Memorandum of Understanding (MOU) between the Santa Clara Valley Water District

(Valley Water) and the Employees Association (EA) expired on December 31, 2025. Valley Water and representatives of EA commenced negotiations for a successor MOU in the summer of 2025 and reached a tentative agreement as to the terms of the successor MOU during the week of January 26, 2026. The week of February 2, 2026, EA members are scheduled to vote on ratification of the upcoming tentative agreement.

The specific elements of the agreed-upon MOU terms will be set forth in a supplemental memorandum to be distributed on February 6, 2026. The Board Resolution and copy of the Tentative Agreement will also be distributed on February 6, 2026, as attachments to the supplemental memorandum.

B. Engineers Society

The existing Memorandum of Understanding (MOU) between the Santa Clara Valley Water District (Valley Water) and the Engineer Society (ES) expired on December 31, 2025. Valley Water and representatives of EA commenced negotiations for a successor MOU in the summer of 2025 and reached a tentative agreement as to the terms of the successor MOU during the week of January 26, 2026. The week of February 2, 2026, ES members are scheduled to vote on ratification of the upcoming tentative agreement.

The specific elements of the agreed upon MOU terms will be set forth in a supplemental memorandum to be distributed on Friday, February 6, 2026. The Board Resolution and copy of the Tentative Agreement will also be distributed on Friday, February 6, 2026, as attachments to the supplemental memorandum.

C. Professional Managers Association

The existing Memorandum of Understanding (MOU) between Valley Water and the Professional Managers Association (PMA) expired on December 31, 2025. Valley Water and representatives of PMA commenced negotiations for a successor MOU in the summer of 2025 and have reached a tentative agreement as to the terms of a successor MOU. PMA members are expected to vote on ratification of the tentative agreement prior to the February 10, 2026, Board meeting.

The specific elements of the agreed upon MOU terms will be set forth in a supplemental memorandum to be distributed on Friday, February 6, 2026. The Board Resolution and a copy of the Draft Tentative Agreement will also be distributed on Friday, February 6, 2026, as attachments to the supplemental memorandum.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

Information regarding the financial impact will be set forth in a supplemental memorandum to be distributed on Friday, February 6, 2026.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

None.

UNCLASSIFIED MANAGER:

Patrice McElroy, 408-630-3159



Santa Clara Valley Water District

File No.: 25-0872

Agenda Date: 2/10/2026

Item No.: 4.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Adopt a Resolution Setting the Time and Place of a Public Hearing on the Report on Activities in Protection and Augmentation of Water Supplies of the Santa Clara Valley Water District and Proposed Fiscal Year 2026-2027 Groundwater Production Charges and Surface Water Charges, Beginning April 14, 2026, at 1:00 p.m. and Concluding April 28, 2026, at 1:00 p.m.

RECOMMENDATION:

- A. Adopt the Resolution CALLING A PUBLIC HEARING TO CONSIDER COMMENTS FROM MEMBERS OF THE PUBLIC ON THE REPORT ON THE ACTIVITIES IN THE PROTECTION AND AUGMENTATION OF THE WATER SUPPLIES OF THE SANTA CLARA VALLEY WATER DISTRICT, FISCAL YEAR 2026-2027; and
- B. Set the time and place for this Public Hearing to begin on April 14, 2026, at 1:00 p.m. in the Santa Clara Valley Water District Boardroom, continuing to April 22, 2026, at 7:00 p.m. in the City of Morgan Hill Council Chamber Building, and concluding on April 28, 2026, at 1:00 p.m. in the Santa Clara Valley Water District Boardroom.

SUMMARY:

Section 26.5 of Santa Clara Valley Water's District's (Valley Water) District Act requires Valley Water to annually prepare a written report on its activities in the protection and augmentation of water supplies in the District (PAWS Report).

District Act Section 26.6 requires a Public Hearing to be held that allows any well owner/operator and surface water permittee within the District, or any person interested in the District's activities in the protection and augmentation of water supplies, including any proposed increase in groundwater production charges, to appear and submit evidence concerning the subject of the PAWS Report. This Public Hearing must be held on or before the fourth Tuesday of April of each year, in the chambers of the Board. Valley Water must provide advance notice of the Public Hearing to well owners and operators, surface water users, and interested members of the public.

Staff recommends that the Board, in accordance with this year's budget and groundwater production charge setting schedule, set Tuesday, April 14, 2026, for the start of this Public Hearing, with the Hearing continuing on April 22, 2026, (with a focus on South County) and concluding on April 28,

2026.

Section 26.6 requires the PAWS Report be filed with the Clerk of the Board on or before the first Tuesday in April. The PAWS Report for Fiscal Year 2026-2027 will be filed with the Clerk of the Board on Friday, February 27, 2026, and available for public review thereafter.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice Impacts associated with this action.

FINANCIAL IMPACT:

Though setting the date for a Public Hearing does not have any direct financial impact, the Public Hearing will affect the future finances of the Water Utility Enterprise.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: Resolution

UNCLASSIFIED MANAGER:

Aaron Baker, 408-630-2135

**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT RESOLUTION NO. 2026-07**

**CALLING A PUBLIC HEARING TO CONSIDER COMMENTS FROM
MEMBERS OF THE PUBLIC ON THE REPORT ON THE ACTIVITIES IN
THE PROTECTION AND AUGMENTATION OF THE WATER SUPPLIES OF
THE SANTA CLARA VALLEY WATER DISTRICT, FISCAL YEAR 2026-2027**

WHEREAS, Section 26.6 of the Santa Clara Valley Water District Act (District Act) requires that the Clerk of the Board of the Santa Clara Valley Water District (Valley Water) publish a notice of the receipt of the "Annual Report on the Protection and Augmentation of Water Supplies" (PAWS Report) in a newspaper of general circulation printed and published within the Santa Clara Valley Water District, at least 10 days prior to the date at which the public hearing regarding the report shall be held; and

WHEREAS, Section 26.6 of the District Act requires that such public hearing be held on or before the fourth Tuesday of April.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District as follows:

1. The Public Hearing shall be held at the time and place provided in the notice attached hereto as Exhibit A (Notice) and incorporated herein by this reference.
2. Clerk of the Board shall publish the Notice pursuant to California Government Code Section 6061.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on February 10, 2026:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

TONY ESTREMERA
Chair, Board of Directors

ATTEST

CANDICE KWOK-SMITH
Clerk, Board of Directors

EXHIBIT A COVERSHEET

NOTICE

No. of Pages: 2

Exhibit Attachments: 1

Public Hearing Notice

Fiscal Year 2026/2027 Groundwater Production And Surface Water Charges



Topic: Fiscal Year 2026/2027 Groundwater Production and Surface Water Charges

Who: Santa Clara Valley Water District (Valley Water)

What: Public Hearing on proposed fiscal year 2026/2027 Groundwater Production and Surface Water Charges

When: April 14, 2026 at 1:00 p.m. - Open Public Hearing
April 22, 2026 at 6:00 p.m. - Open house, focus on South County
April 22, 2026 at 7:00 p.m. - Continued Public Hearing, focus on South County
April 28, 2026 at 1:00 p.m. - Conclude Public Hearing

Where: April 14 and April 28, 2026
Santa Clara Valley Water District Board Chambers
5700 Almaden Expressway, San Jose, CA and
<https://valleywater.zoom.us/j/84454515597>

April 22, 2026 (6 p.m.) – Open house focused on South County (in-person only)
City of Morgan Hill
Council Chamber Building
17555 Peak Avenue, Morgan Hill, CA and

April 22, 2026 (7 p.m.) – Continued Public Hearing
City of Morgan Hill
Council Chamber Building
17555 Peak Avenue, Morgan Hill, CA and
<https://valleywater.zoom.us/j/84454515597>

Valley Water invites you to a Public Hearing regarding Fiscal Year 2026/2027 Groundwater Production and Surface Water Charges.

Valley Water has prepared an annual report on the Protection and Augmentation of Water Supplies documenting financial and water supply information, which provides the basis for recommended groundwater production and surface water charges for fiscal year 2026/2027.

The report includes financial analyses of Valley Water's water utility system; supply and demand forecasts; future capital improvement, maintenance and operating requirements; and method to finance such requirements.

Valley Water will hold a Public Hearing to obtain public comments on the report, which will be available at the hearing.

Based upon findings and determinations made at the public hearing, including the results of the surface water protest procedure, Valley Water Board of Directors will decide whether or not groundwater production and surface water charges should be increased, and if so, to what level, in each charge zone or zones for the fiscal year beginning July 1, 2026.

This meeting is being held in accordance with the Brown Act. The public hearing will be held during multiple Board Meetings and are accessible for public in-person participation at the times, dates, and locations shown above, or by public virtual participation at the Zoom links above. Document(s) associated with this hearing are available for public inspection prior to the meeting in the Clerk of the Board's Office or online at www.valleywater.org and will be available at the meeting.

For more information, contact Carmen Narayanan, Financial Planning and Revenue Manager at 408-630-3041 or WaterRevenue@valleywater.org.

IMPORTANT NOTICES:

Valley Water, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access and/or participate in Valley Water Board meetings to please contact the Clerk of the Board's office at (408) 630-2277, at least 3 business days before the scheduled Valley Water Board meeting to ensure that Valley Water may assist you. Reasonable efforts will be made to accommodate persons with disabilities.

重要通知：

Valley Water 遵守美國殘疾人法案 (ADA)，要求需要特殊便利才能訪問和/或參加 Valley Water 委員會會議的個人請致電 (408) 630-2277 聯繫委員會辦公室的書記員，網址為在預定的 Valley Water 委員會會議召開前至少 3 個工作日，以確保 Valley Water 可以為您提供幫助。將做出合理的努力以容納殘疾人。

Thông báo quan trọng:

Valley Water, để tuân thủ Đạo luật Người Mỹ Khuyết tật (ADA), yêu cầu những cá nhân cần điều chỉnh đặc biệt để tiếp cận và/hoặc tham gia các cuộc họp của Hội đồng Valley Water vui lòng liên hệ với Văn phòng Thư ký của Hội đồng theo số (408) 630-2277, tại ít nhất 3 ngày làm việc trước cuộc họp đã lên lịch của Hội đồng Valley Water để đảm bảo rằng Valley Water có thể hỗ trợ bạn. Những nỗ lực hợp lý sẽ được thực hiện để hỗ trợ người khuyết tật.

Aviso Importantes:

Valley Water, en cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA), solicita a las personas que requieren adaptaciones especiales para acceder y/o participar en las reuniones de la Junta de Valley Water que se comuniquen con la oficina del Secretario de la Junta al (408) 630-2277, al menos 3 días hábiles antes de la reunión programada de la Junta de Valley Water para asegurarse de que Valley Water pueda ayudarlo. Se harán esfuerzos razonables para acomodar a las personas con discapacidades.



Santa Clara Valley Water District

File No.: 26-0182

Agenda Date: 2/10/2026

Item No.: 5.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Adopt a Resolution Appointing an Interim CEO and Authorizing the Associated Compensation.

RECOMMENDATION:

Adopt the Resolution APPOINTING THE INTERIM CEO AND AUTHORIZING THE ASSOCIATED COMPENSATION COMMENCING FEBRUARY 13, 2026 FOR AN INITIAL 30 DAY PERIOD FOR UP TO ONE YEAR.

SUMMARY:

The Board of Directors (Board) has the authority to appoint the Chief Executive Officer (CEO), a Board Appointed Officer, and an Unclassified employee of the Santa Clara Valley Water District (Valley Water).

The CEO is on an extended leave. In order to ensure continuity of operations and associated business needs, the Board may appoint an interim CEO. At this time, the Board is appointing an interim CEO to commence work on February 13, 2026, for an initial 30-day period that may extend up to one year from the date of the appointment.

The Interim CEO will report to the Board of Directors. The Chair of the Board will be the delegated authority to release the interim CEO at the conclusion of the appointment.

The Resolution associated with this item and the appointment of the Interim CEO will be provided in a supplemental memorandum on Friday, February 6, 2026.

ENVIRONMENTAL JUSTICE IMPACT:

There are no environmental justice impacts associated with the agenda item.

FINANCIAL IMPACT:

Compensation associated with appointing an Interim CEO is budgeted through the Chief Executive Officer budget, Project 60131007.

CEQA:

The recommended action does not constitute a project under CEQA because it does not have the potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

None.

UNCLASSIFIED MANAGER:

Patrice McElroy, 408-630-3159



Santa Clara Valley Water District

File No.: 26-0143

Agenda Date: 2/10/2026

Item No.: 7.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Approve the Agreements with Two Consultant Firms: Stillwater Ecosystem, Watershed & Riverine Sciences, DBA Stillwater Sciences, Agreement No. A5566A; and TRIPLE HS, INC. DBA H. T. Harvey & Associates, Agreement No. A5567A, to Provide On-Call Biological Services, PlanetBids File No.VW0597, for a Shared Aggregate Total Not-To-Exceed fee of \$3,000,000.

RECOMMENDATION:

- A. Approve the Agreement No. A5566A, with Stillwater Ecosystem, Watershed & Riverine Sciences, DBA Stillwater Sciences, for On-Call Biological Services for a Shared Aggregate Total Not-to-Exceed fee of \$3,000,000; and
- B. Approve the Agreement No. A5567A, with TRIPLE HS, INC. DBA H. T. Harvey & Associates, for On-Call Biological Services for a Shared Aggregate Total Not-to-Exceed fee of \$3,000,000.

SUMMARY:

The objective of these consultant services is to support Valley Water's project-related and operational needs by providing general and specialized biological services in accordance with the standard of care exercised by professionals in the biological sciences. These services include work in the areas of botany, wetlands, fisheries, wildlife, restoration ecology, land and natural resources management, and other Biological support disciplines as required to meet project and regulatory needs. Consultant services will be provided on an "as-needed basis" to assist Valley Water in accomplishing its tasks in a timely manner.

Requests for biological services may occur at any time and may require deployment of one or more biologists, potentially representing multiple specialties, depending on project needs. The Proposer's key personnel shall comply with the minimum qualifications, experience requirements, and technical expertise identified in this solicitation. All contracted Consultants shall implement best management practices and perform their assigned tasks in accordance with Valley Water's Procedures and Work Instructions, as well as all applicable local, state, and federal laws.

Consultant Selection Process:

Prior to publishing the RFP, staff conducted outreach to 191 firms registered under the relevant

National Institute of Governmental Purchasing (NIGP) Category Codes within Valley Water's Procurement Portal, PlanetBids (PB). The targeted category codes for this solicitation included: 92640 - Ecological Services; 92652 - Environmental Impact Studies; 92670 - Environmental Permitting Services; 92672 - Environmental Planning and Advisory Services; 92600 - Environmental and Ecological Services; 92696 - Wetland Delineations (including assessments); and 95897 - Wildlife and Fish Management Services (including endangered species and wildlife census work). Staff also issued advertisements in the San Jose Post and SBEINC.com prior to publishing the RFP.

On August 4, 2025, staff published a Request for Proposals (RFP) for On-Call Biological Services.

On September 9, 2025, a total of six (6) proposals were received from the following consultant firms: Applied Technology & Science; Environmental Science Associates; H. T. Harvey & Associates; Integral Consulting Inc.; LSA Associates, Inc.; and Stillwater Sciences. Of the 194 firms notified of the solicitation through PlanetBids, these six firms submitted proposals for consideration. No pre-proposal meeting was held for this RFP.

An Evaluation Committee (EC), consisting of four Valley Water staff with subject matter expertise, evaluated and ranked the written proposals. Based on the initial technical evaluation, the EC invited three firms-Stillwater Sciences, H. T. Harvey & Associates, and Environmental Science Associates-to participate in interviews. Integral Consulting Inc., Applied Technology & Science, and LSA Associates Inc., were not selected for interviews and remained lower-ranked based on their written proposal scores.

Following completion of the interview process, the EC determined that Stillwater Sciences and H. T. Harvey & Associates demonstrated the strongest overall qualifications, technical approach, and understanding of the Scope of Services. The evaluation results reflected the following final rankings:

- Stillwater Sciences achieved the highest overall score and final ranking.
- H. T. Harvey & Associates ranked second.
- Environmental Science Associates ranked third.

The Evaluation Committee recommended proceeding into contract negotiations with Stillwater Sciences and H. T. Harvey & Associates.

Negotiations with Stillwater Sciences and H. T. Harvey & Associates have been completed successfully.

Staff recommends Board approval of the Standard On-Call Consultant Agreements with Stillwater Sciences and H. T. Harvey & Associates to provide On-Call Biological Services for a shared aggregate total not-to-exceed amount of \$3,000,000. These agreements will enable Valley Water to access specialized biological expertise on an as-needed basis to support regulatory compliance, environmental stewardship, and implementation of Valley Water projects.

Consultant Agreements and Scope of Services:

Task orders for biological services will be issued on a competitive basis among the selected Consultants when no conflicts of interest are present. There is no guarantee of any minimum amount of work or compensation under these Agreements. However, the maximum aggregate compensation that Valley Water will authorize to be expended for the awarded Agreements is a shared aggregate total not-to-exceed fee of \$3,000,000. The Aggregate Total Not-To-Exceed Fee of \$3,000,000 shall apply to each on-call biological services agreement awarded and shall constitute the total not-to-exceed amount to be shared among all on-call agreements issued for biological services.

ENVIRONMENTAL JUSTICE IMPACT:

There are no Environmental Justice impacts associated with this item.

FINANCIAL IMPACT:

The shared aggregate total not-to-exceed fee for these Agreements is \$3,000,000 to be shared with two (2) consultant firms: Stillwater Ecosystem, Watershed & Riverine Sciences, DBA Stillwater Sciences and TRIPLE HS, INC. DBA H. T. Harvey & Associates. The term for the agreement is for three years with the option of two-one (1) year term extensions. No funds will be encumbered at this time. On-Call services will be charged in accordance with each approved task order to budgeted funds from the respective projects that utilize the on-call agreement(s).

CEQA:

The recommended action to approve the Agreement does not constitute a project under the California Environmental Quality Act (CEQA) because it does not have the potential to result in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment A: Gov. Code § 84308, Stillwater
Attachment B: Gov. Code § 84308, H. T. Harvey
Attachment 1: Agreement, Stillwater
Attachment 2: Agreement, H. T. Harvey

UNCLASSIFIED MANAGER:

John Bourgeois, 408-630-2990

Attachment A
Government Code §84308

Approve Standard On-Call Consultant Agreement with Stillwater Sciences to provide Biological Services for the On-Call Biological Services Program, Project No. VW0597, Agreement No. A5566A, PB File No. VW0597, for a Not-to-Exceed Aggregate Fee of \$3,000,000, to be shared among two awarded on-call biological services agreements.

List of Parties and Their Agents/Representatives Known to Staff

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
Stillwater Ecosystem, Watershed & Riverine Sciences (dba Stillwater Sciences)	Sapna Khandwala	President, CEO	2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705

List of Participants and Their Agents/Representatives Known to Staff

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
Biological Monitoring and Assessment Specialists, Inc. (BioMaAS)	Bill Stagnaro	Principal Biologist	1278 Indiana St, #300 San Francisco, CA 94107
The Watershed Nursery Cooperative	Diana Benner	Principal Ecologist	601 A Canal Blvd., Richmond, CA 94804
Zander Westbrook Design	Sofia Zander	Principal Designer	2927 Newbury Street, Suite B Berkeley, CA 94703
Rangeland Conservation Science	Felix Ratcliff	Principal and Rangeland Conservation Scientist	2130 Derby St, Berkeley, CA 94705

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Attachment B
Government Code §84308

Approve Standard On-Call Consultant Agreement with H. T. HARVEY & ASSOCIATES to provide Biological Services for the On-Call Biological Services Program, Project No. VW0597, Agreement No. A5567A, PB File No. VW0597, for a Not-to-Exceed Aggregate Fee of \$3,000,000, to be shared among two awarded on-call biological services agreements.

List of Parties and Their Agents/Representatives Known to Staff

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
H. T. HARVEY & ASSOCIATES	Steve Rottenborn	Senior Ecologist, Vice President	720 University Ave, Suite 200 Los Gatos, CA 95032

List of Participants and Their Agents/Representatives Known to Staff

<u>Organization Name</u>	<u>Name</u>	<u>Role</u>	<u>Location</u>
Sequoia Ecological Consulting, Inc.	Debie Montana	President	1342 Creekside Drive Walnut Creek, CA 94596
Nomad Ecology	Heath Bartosh	Founder, Principal Botanist & Rare Plant Specialist	822 Main Street Martinez, CA 94553
FISHBIO	Andrea Fuller	Principal	1617 S. Yosemite Avenue Oakdale, CA 95361
Verdantas	Chris Hammersmark	Sr. Principal, Senior Consultant	2544 Industrial Boulevard West Sacramento, CA 95691
Confluence Restoration Inc.	Ryan Yarbrough	Principal	721 Seaside Street Santa Cruz, CA 95060
The Watershed Nursery	Diana Benner	Principal	601-A Canal Boulevard Richmond, CA 94804
Phytosphere Research	Tedmund Swiecki	Principal	1027 Davis Street Vacaville, CA 95687-5495

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STANDARD ON-CALL CONSULTANT AGREEMENT

Terms and Conditions Template (On-Call Capital)

6/1/2024 – 12/31/2026

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES (DBA STILLWATER SCIENCES), a California corporation (Consultant), individually the Party or collectively the Parties.

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

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

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

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

2. Consultant Controlled Areas

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

3. Licensing

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

4. Valley Water's Approval of Deliverables

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

5. Errors and Omissions

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

6. Valley Water Standardization Requirements

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

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

7. Consultant's Key Staff and Subconsultants

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

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

8. Compliance with All Laws

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

9. Occupational Safety and Health

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

10. Consultant as Independent Contractor

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

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

11. Standard of Care

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

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

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

2. Review of Deliverables

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

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

3. Access to Valley Water Facilities

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

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

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

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

2. Consultant Invoices

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

- 8) Level of Small Business (SB) participation, if applicable, documenting the level of SB participation for each Task Order;
- 9) The total amount due for completing the Services specified in that Task Order, which must not exceed the not-to-exceed amount specified in that Task Order; and
- 10) To the extent that Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both Consultant and its Subconsultants.

B. Before submitting monthly invoices, a draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, Consultant will email the complete, signed, and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.

C. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices will be organized such that the billing categories correspond with the Task Order.

D. Notwithstanding language to the contrary in an executed Task Order, Consultant must invoice Valley Water for a Task Order within 30 calendar days of Valley Water accepting the deliverables of that Task Order.

E. Consultant shall email all invoices to: APinvoice5750@valleywater.org

Valley Water mailing address for invoices, if needed:

Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670

F. Consultant must also ensure that each invoice and corresponding attachments contain the following information:

- 1) Agreement number;
- 2) Task Order number;
- 3) Full legal name of Consultant/Firm;
- 4) Payment remit-to address;
- 5) Invoice number;
- 6) Invoice date (the date invoice is emailed);

- 7) Detailed description of Services provided, including the “distribution account(s)” for those Services;
- 8) Number of hours spent by each person performing services and a brief description of the Services performed by each person; and
- 9) Beginning and end date for billing period that services were provided.

G. Consultant shall invoice for its performance of the Services as stated in an executed Task Order on a monthly basis consistent with the task fee breakdown stated in the Task Order(s), Attachment A. Unless otherwise specified in a Task order, Consultant will be paid for the Services as described in an executed Task Order.

H. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.

I. **Invoice Disputes**

- 1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant's submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item.
- 2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the dispute pursuant to the Standard On-Call Consultant Agreement, Appendix Two, Dispute Resolution.

J. Consultant's Services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

K. Consultant shall ensure that its personnel performing services pursuant to this Agreement document their time doing so.

3. Prevailing Wages – NOT USED

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

B. Labor Code §1720 provides as follows:

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

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

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

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

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

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

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

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

4. Retention - NOT USED

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

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

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

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

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

2. Task Order Schedule

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

3. Project Delays

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

4. Changes to the Schedule

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

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

2. Valley Water Rights

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

3. Consultant's Compensation upon Termination or Suspension

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

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

4. Survival

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

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

2. Reuse of Instruments of Service

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

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, On-Call Biological Services 2025
Standard On-Call Consultant Agreement-Capital-Non-PMIS-12/13/24
Ver. 1.9.2026

Agreement No. A5566A / PB File No. VW0597

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

6. Copyright Claims

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

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

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

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

3. No Assignment

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

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

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

8. Binding Effect

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

9. Choice of Law and Venue

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

10. Confidentiality

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

11. Release of Information Prohibited

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

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

12. Conflict of Interest

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

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

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

13. Task Orders

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

- 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
- 5) Schedule for completing the Services; and
- 6) Copies of applicable state and federal permits required to complete the Services, unless previously provided to Valley Water.

B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard On-Call Consultant Agreement, Appendix One, Additional Legal Terms and Consultant's authorized representative.

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

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

14. Good Neighbor

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

15. Governmental Permits and Notifications

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

16. Taxes and Benefits

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

17. Nonwaiver of Rights

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

18. No Third-Party Beneficiaries

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

19. Severability

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

20. Debt Limitation

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

21. Notices

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

VALLEY WATER:

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

CONSULTANT:

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

22. Appendices

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

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

23. Schedule and Attachments

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

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

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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

**STILLWATER ECOSYSTEM,
WATERSHED & RIVERINE SCIENCES
(DBA STILLWATER SCIENCES)**
Consultant

By: _____
Tony Estremera
Chair, Board of Directors

By: _____
Sapna Khandwala
President, CEO

Date: _____

Date: _____

ATTEST:

Candice Kwok-Smith
Clerk, Board of Directors

Consultant's Address:
2855 Telegraph Avenue, Suite 400
Berkeley, CA 94705

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STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS

1. Conflict of Interest for Future Services

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

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

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) Outreach Program Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 95% or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS

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

5. Engineering Support Services During Construction -NOT USED

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

6. Task Order Assignments for Multi-Awards Agreement

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

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STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

A. Alternate Dispute Resolution

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

- B. Consultant and its Subconsultants are expected to participate in all ADR efforts.**
- C. The cost of partnering, training facilities, and facilitator will be paid for by Valley Water, unless the Parties agree otherwise.**

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

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

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

5. Compensation for Participation in Mediation

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

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

Valley Water: _____

Consultant: _____

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

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE

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

8. Signatures:

Signature:

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

Signature:

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

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STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

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

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

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

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

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

1. Certificates of Insurance

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

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

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Contract No. A5566A / VW0597**

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

IMPORTANT: The Contract Number must be included.

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

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

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

2. **Maintenance of Insurance**

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

3. **Renewal of Insurance**

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

The Consultant shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Contract No. A5566A / VW0597**

IMPORTANT: The Contract Number must be included.

4. **Required Coverages**

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

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

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

General Liability insurance must include without limitation:

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

B. **Business Auto Liability Insurance** with coverage as indicated:

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

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

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

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

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

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

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

D. **Workers' Compensation and Employer's Liability Insurance**

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

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

E. Cyber Liability Insurance – NOT USED

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

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

5. General Requirements

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

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

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

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

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

C. **Cancellation Clause**: Consultant or its insurer shall provide at least thirty (30) days prior written notice to Valley Water of cancellation of any insurance required under this Agreement.

D. **Acceptability of Insurers**: All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.

E. **Self-Insured Retentions or Deductibles**: Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Consultant shall provide evidence satisfactory to Valley Water of its financial ability to satisfy the SIR. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

F. **Subconsultants**: The Consultant shall secure, maintain or shall be responsible for

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

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

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

CHECK LIST OF DOCUMENTS NEEDED

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

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SCHEDULE OC SCOPE OF SERVICES

1. Representatives

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

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

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

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

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

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

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

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

Karley Rodriguez
Stillwater Ecosystem, Watershed & Riverine Sciences (dba Stillwater Sciences)
Project Manager

SCHEDULE OC SCOPE OF SERVICES

2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705

Phone: 510-848-8098

Email: karley@stillwatersci.com

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

Sapna Khandwala

Stillwater Ecosystem, Watershed & Riverine Sciences (dba Stillwater Sciences)
President, CEO

2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705

Phone: (510)848-8098

Email: sapna@stillwatersci.com

2. Scope of Services

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

3. Project Objectives

A. The Santa Clara Valley Water District (Valley Water) implements a number of capital and operational projects and programs to meet its mission and goals in water supply, flood protection and watershed stewardship. The on-call services provided pursuant to this Agreement will augment the services of Valley Water staff and provide additional biological services as needed.

B. The objectives of each phase of biological services include but are not limited to:

- 1) Planning phase: To gather the required information to understand what biological resources need to be considered when planning a District operation or project. This knowledge can be used during early stages of planning and design to avoid and

SCHEDULE OC SCOPE OF SERVICES

minimize impacts to biological resources, identify and plan biological mitigation, and to identify opportunities to conserve or enhance the biological resources.

- 2) Design phase: To expand the biological investigations and analysis for application to the developing project or operation. This additional, more detailed knowledge can inform decisions on preliminary and final designs of projects and their associated mitigation.
- 3) Construction phase: To monitor the project or operation during construction activities to ensure biological resources are protected or, if it is a biological restoration project, are correctly constructed.
- 4) Post Construction phase: To monitor and document that identified biological resources are responding, establishing or recovering to an expected level of success or performance criteria, after construction activities of a project or operation. This information may be used to determine a project has met (or not) its regulatory requirements in regard to biological resources. This information can also be used in adaptive management for improving an ongoing operation so as to further reduce impacts (or increase benefits) to biological resources.

C. All Services required pursuant to this Agreement will be provided only on an as-needed/as-requested basis by the issuance of an authorized Task Order by Valley Water to the Consultant. A project scope will be developed for each task order, including deliverables for a total not-to-exceed amount. No work will be performed without a task order. The Consultant will perform services on a Task Order Basis as authorized by the VWPM, as set forth in the Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders.

4. Background

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

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

B. The Santa Clara Valley Water District (District) implements a number of capital and operational projects and programs to meet its mission and goals in water supply, flood protection and watershed stewardship. Each District project is planned and implemented according to applicable laws and regulations, including environmental disclosure (CEQA/NEPA). The biological staff of the District provides most of the biological technical

SCHEDULE OC SCOPE OF SERVICES

support for these projects. This agreement will augment the services of staff and provide additional specialized biological services as needed.

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

5. Intent

A. Valley Water intends to retain up to one or more separate consultants to perform on-call biological services for a three (3) year term with the option of two-one (1) year term extensions, if it is in the best interest of Valley Water for an estimated not-to-exceed (NTE) total amount of \$3,000,000. There is no guarantee of any amount of work that will be awarded to the selected firms. Under no conditions will the total compensation to the Consultant exceed the NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by Valley Water may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized pursuant to this Agreement.

B. Task orders will be issued on a competitive basis when conflicts of interest do not exist. There is no guarantee of any amount of work that will be given to the selected firms.

C. This Schedule OC, Scope of Services describes the on-call biological professional services to be performed by Consultant for Valley Water. The deliverables, number of staff hours, and proposed staff for each Task Order will depend on the nature and scope of services requested by Valley Water, as well as the not-to-exceed fees of the Agreement, and will be negotiated along with the Services, payment terms, and not-to-exceed fees for each Task Order. There is no guarantee of any amount of work that will be given to the selected firm.

D. Task Orders will not be issued to Consultant when Consultant cannot perform the Services due to a conflict of interest or if all funds in this Agreement have been expended.

E. Conflict of Interest. In addition to Valley Water's General Terms and Conditions, the following will apply with regard to conflict of interest:

- 1) The firm selected to serve as Contractor through this RFP will not be prohibited from working under separate contracts with Valley Water unless such work creates a conflict of interest, real or apparent, that would render the Contractor ineligible to undertake such work during the term of the Agreement. Proposer must provide a list in their Proposal of its current contracts that involve work with Valley Water, including

SCHEDULE OC SCOPE OF SERVICES

its relationship to the agency and a brief description of its job under the contract. Proposer must identify any potential conflicts that may compromise its delivery of unbiased work product.

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

6. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

a. Valley Water Standardization Requirements

- (1) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be

SCHEDULE OC SCOPE OF SERVICES

converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by the Consultant.

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

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

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

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

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

B. Project-Specific Assumptions and Requirements

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

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7. Scope of Services Task Orders

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

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

A. Planning Phase

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

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B. Design Phase

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

C. Construction Phase

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

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

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

D. Post Construction Phase

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

E. Other Work

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

8. BIOLOGICAL SPECIFICATIONS, QUALIFICATIONS, AND SERVICES

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

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

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

8.1 Project Management

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

8.2 Biological Staff Minimum Qualifications (Table 8.14)

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

Knowledge of:

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

Ability to:

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

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

Education, Experience and Training Guidelines:

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

Education

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

Experience

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

Credentials, Certifications, and Special permits

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

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

8.3 Botanical/Plant and Wetland Ecology Qualifications

Knowledge, Experience, and Education:

On-Call Biological Services 2025

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

Ver. 1.9.2026

Agreement No. A5566A / PB File No. VW0597

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

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

Credentials, Certifications, and Permits:

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

Methods:

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

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

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

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

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

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

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CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plants and Sensitive Natural Communities:
<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>

USFWS Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants
<https://www.fws.gov/ventura/docs/species/protocols/botanicalinventories.pdf>

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

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

Field techniques shall be systematic, accurate, and comprehensive.

Types of Activities:

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

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

Data to be Collected:

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

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

8.4 Health & Safety

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

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

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

8.5 Personnel Roles & Responsibilities

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

8.6 Fisheries Qualifications

Knowledge, Experience, and Education:

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

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

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

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

Credentials, Certifications, and Permits:

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

Methods:

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

Types of Activities:

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

Data to be Collected

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

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

8.7 Wildlife Qualifications

Knowledge, Experience, and Education:

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

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

Credentials, Certifications, and Permits:

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

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

Methods:

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

USFWS:

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

CDFW:

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

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

Types of Activities:

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

Data to be Collected:

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

8.8 Restoration Ecology Qualifications

Knowledge, Experience, and Education:

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

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

Personnel shall be familiar with the most recent phytosanitary procedures.

Knowledge of local tree ordinances is also needed.

Credentials, Certifications, and Permits:

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

Methods:

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

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Types of Activities:

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

Data to be Collected:

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

8.9 CRAM Knowledge, Experience, Training, and Qualifications

Knowledge, Experience, and Education:

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

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

Credentials, Certifications, and Permits:

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

Methods:

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

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

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

Types of Activities:

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

Data to be Collected:

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

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

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8.10 Land and Natural Resources Management Qualifications

Knowledge, Experience, and Education:

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

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

Credentials, Certifications, and Permits:

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

Methods:

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

Types of Activities:

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

Data to be Collected

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

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8.11 Additional Technical and Support Services

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

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

8.12 GIS/GPS Requirements:

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

8.13 Deliverables

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

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8.14 Summary Table of Labor Qualifications

LABOR CATEGORY QUALIFICATIONS

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

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

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

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

9. Attachments

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

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding

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

2. Terms and Conditions

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

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

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

B. Reimbursable Expenses

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

C. Prevailing Wage Requirements -NOT USED

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**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE SCHEDULE

CONSULTANT: STILLWATER SCIENCES CLASSIFICATION	BASIC HOURLY/UNIT RATE	FIRM OVERHEAD RATE	PROFIT (%)	TOTAL BURDENED LABOR RATE
Principal	\$87.50	190.71%	10%	\$280.00
Project Manager	\$46.88	190.71%	10%	\$150.00
Project Coordinator	\$43.75	190.71%	10%	\$140.00
Landscape Architect	\$65.63	190.71%	10%	\$210.00
Landscape Designer	\$56.56	190.71%	10%	\$181.00
Senior Environmental Planner	\$51.56	190.71%	10%	\$165.00
Environmental Planner	\$43.13	190.71%	10%	\$138.00
Fluvial Geomorphologist	\$52.50	190.71%	10%	\$168.00
Hydrologist	\$65.63	190.71%	10%	\$210.00
Soils Scientist	\$40.63	190.71%	10%	\$130.00
Certified Rangeland Manager	\$46.88	190.71%	10%	\$150.00
GIS/CADD Specialist	\$43.75	190.71%	10%	\$140.00
GIS/CADD Technician	\$39.06	190.71%	10%	\$125.00
Administrative Support Personnel	\$37.50	190.71%	10%	\$120.00
Native Plant Horticulturalist	\$37.50	190.71%	10%	\$120.00
Arborist	\$46.88	190.71%	10%	\$150.00
Senior/Principal Restoration Ecologist	\$70.31	190.71%	10%	\$225.00
Senior/Principal Botanist	\$62.50	190.71%	10%	\$200.00
Senior/Principal Wildlife Biologist	\$62.50	190.71%	10%	\$200.00
Senior/Principal Fisheries Biologist	\$62.50	190.71%	10%	\$200.00
Senior/Principal Wetland Scientist	\$70.31	190.71%	10%	\$225.00
Associate Biologist I	\$37.50	190.71%	10%	\$120.00
Assistant Biologist II	\$34.38	190.71%	10%	\$110.00
Assistant Biologist I	\$29.69	190.71%	10%	\$95.00
Senior Technical Specialist II	\$73.44	190.71%	10%	\$235.00
Senior/Principal Aquatic Ecologist	\$68.75	190.71%	10%	\$220.00
Senior Project Manager	\$60.94	190.71%	10%	\$195.00

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

CONSULTANT: STILLWATER SCIENCES CLASSIFICATION	BASIC HOURLY/UNIT RATE	FIRM OVERHEAD RATE	PROFIT (%)	TOTAL BURDENED LABOR RATE
Senior Biologist II	\$50.00	190.71%	10%	\$160.00
Deputy PM	\$40.63	190.71%	10%	\$130.00
Quantitative Ecologist/Modeler	\$59.06	190.71%	10%	\$189.00
Senior Engineer/Geomorphologist	\$78.13	190.71%	10%	\$250.00
Senior Biologist I	\$43.75	190.71%	10%	\$140.00
Associate Biologist II	\$42.19	190.71%	10%	\$135.00
Associate Biologist III	\$45.31	190.71%	10%	\$145.00
Graphic Designer	\$40.63	190.71%	10%	\$130.00
Assistant Scientist	\$40.63	190.71%	10%	\$130.00
Technical Editor I	\$46.88	190.71%	10%	\$150.00
Associate Scientist	\$48.44	190.71%	10%	\$155.00
Senior Scientist	\$53.13	190.71%	10%	\$170.00
Technical Editor II	\$54.69	190.71%	10%	\$175.00
Senior Technical Specialist I	\$59.38	190.71%	10%	\$190.00
Subconsultant(s): BioMaAS CLASSIFICATION	BASIC HOURLY/UNIT RATE	FIRM OVERHEAD RATE	PROFIT (%)	TOTAL BURDENED LABOR RATE
Arborist	\$45.00	173%	10%	\$135.00
Assistant Biologist I	\$37.50	173%	10%	\$113
Associate Biologist I	\$40.00	173%	10%	\$120
Associate Biologist II	\$45.00	173%	10%	\$135
Associate Biologist III	\$50.00	173%	10%	\$150
GIS/CADD Specialist	\$38.00	173%	10%	\$114
Principal/Contract Manager	\$68.00	173%	10%	\$204
Project Coordinator	\$53.00	173%	10%	\$160
Project Manager	\$57.00	173%	10%	\$170
Senior/Principal Botanist	\$63.00	173%	10%	\$190
Senior/Principal Restoration Ecologist	\$63.00	173%	10%	\$190
Senior/Principal Permitted Wildlife Biologist	\$74.00	173%	10%	\$223

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FEES AND PAYMENTS**

CONSULTANT: STILLWATER SCIENCES CLASSIFICATION	BASIC HOURLY/UNIT RATE	FIRM OVERHEAD RATE	PROFIT (%)	TOTAL BURDENED LABOR RATE
Senior Specialist / Project Manager	\$58.00	173%	10%	\$173
Senior/Principal Scientist	\$74.00	173%	10%	\$222
Principal/Contract Manager	\$68.00	173%	10%	\$204
Project Coordinator	\$53.00	173%	10%	\$160
Project Manager	\$57.00	173%	10%	\$170
Senior/Principal Botanist	\$63.00	173%	10%	\$190
Subconsultant(s): The Watershed Nursery Cooperative CLASSIFICATION	BASIC Hourly/Unit Rate	FIRM OVERHEAD RATE	PROFIT (%)	TOTAL BURDENED LABOR RATE
Principal Botanist	\$103.50	20%	10%	\$136.62
Native Plant Horticulturalist II	\$67.16	20%	10%	\$88.65
Native Plant Horticulturalist I	\$48.30	20%	10%	\$63.77
Subconsultant(s): Zander Westerbrook Design CLASSIFICATION	BASIC HOURLY/UNIT RATE	FIRM OVERHEAD RATE	PROFIT (%)	TOTAL BURDENED LABOR RATE
Principal Landscape Architect	\$65.00	150%	10%	\$178.75
Principal Planner/Designer	\$65.00	150%	10%	\$178.75
Project Planner/Designer	\$45.00	150%	10%	\$123.75
Planner/Designer II	\$40.00	150%	10%	\$110.00
Planner/Designer I	\$35.00	150%	10%	\$96.25
Intern	\$25.00	150%	10%	\$68.75
Subconsultant(s): Rangeland Conservation Science CLASSIFICATION	BASIC HOURLY/UNIT RATE	FIRM OVERHEAD RATE	PROFIT (%)	TOTAL BURDENED LABOR RATE
Principal, Senior Rangeland Conservation Scientist	\$73.70	119.81%	10%	\$180
Principal, Rangeland Conservation Scientist	\$62.70	141.15%	10%	\$168
Rangeland Ecologist	\$58.36	109.73%	10%	\$136

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

OTHER DIRECT COSTS (ODC)

SCHEDULE OF OTHER DIRECT COST ITEMS		
STILLWATER SCIENCES		
Description of Items		
Mileage, Rental Car/Fuel	Actual cost in conformance to State travel and expense guide	
Per Diem	Actual cost in conformance to State travel and expense guide	
Airfare	Actual cost in conformance to State travel and expense guide	
Printing and Reproduction	Actual cost plus 5%.	
Delivery Services	Actual cost plus 5%.	
Rented Equipment	Actual cost plus 5% (only applies to equipment not included on this list).	
Subcontractor Labor Invoices	Actual cost.	
Unit Name	Unit	Cost
Acoustic Receiver-Trident	Day	\$75.00
Acoustic Receiver-Trident	Week	\$300.00
ADCP Sentinel V	Day	\$400.00
ADCP Sentinel V	Month	\$4,800.00
ADCP Sentinel V	Week	\$1,600.00
ADCP Sentinel V Battery	Day	\$10.00
ADCP Sentinel V Battery	Month	\$120.00
ADCP Sentinel V Battery	Week	\$40.00
ADCP Sentinel V Buoy	Day	\$30.00
ADCP Sentinel V Buoy	Month	\$360.00
ADCP Sentinel V Buoy	Week	\$120.00
Amphibian and Reptile Survey Package	Day	\$10.00
Amphibian and Reptile Survey Package	Week	\$40.00
Antenna, FDX Duplex	Day	\$25.00
Antenna, FDX Duplex	Week	\$100.00
Antenna, HDX Duplex	Day	\$50.00
Antenna, HDX Duplex	Week	\$200.00
Auger Hand Kit	Day	\$40.00
Auger Hand Kit	Week	\$160.00

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Bat Detector SM4 stationary	Day	\$40.00
Bat Detector SM4 stationary	Month	\$480.00
Bat Detector SM4 stationary	Week	\$160.00
Bat Detector, Ecometer, Touch & Tablet M	Day	\$30.00
Bat Detector, Ecometer, Touch & Tablet M	Month	\$360.00
Bat Detector, Ecometer, Touch & Tablet M	Week	\$120.00
Bat Digital Borescope and Pole(s)	Day	\$10.00
Bat Digital Borescope and Pole(s)	Month	\$120.00
Bat Digital Borescope and Pole(s)	Week	\$40.00
Bat Night Vision Camcorder Package	Day	\$60.00
Bat Night Vision Camcorder Package	Month	\$720.00
Bat Night Vision Camcorder Package	Week	\$240.00
Beacon InReach SE GPS tracker	Day	\$15.00
Boat Motor, 15 HP outboard	Day	\$90.00
Boat Motor, 15 HP outboard	Week	\$360.00
Boat Motor, 5.0 HP outboard	Day	\$50.00
Boat Motor, 5.0 HP outboard	Week	\$200.00
Boat Motor, 9.9 HP outboard	Day	\$60.00
Boat Motor, 9.9 HP outboard	Week	\$240.00
Boat motor, electric	Day	\$15.00
Boat motor, electric	Month	\$180.00
Boat motor, electric	Week	\$60.00
Boat, 21 ft. aluminum-Ripple	Day	\$300.00
Boat, 21 ft. aluminum-Ripple	Week	\$1,200.00
Boat, Canoe	Day	\$30.00
Boat, Canoe	Week	\$120.00
Boat, Kayak	Day	\$45.00
Boat, Kayak	Week	\$180.00
Boat, Klamath	Day	\$100.00
Boat, Klamath	Week	\$400.00
Boat, Zodiac Cadet	Day	\$50.00
Boat, Zodiac Cadet	Week	\$200.00
Boat, Zodiac Classic 14 ft	Day	\$150.00
Boat, Zodiac Classic 14 ft	Week	\$600.00
Borer, Increment-12 inch	Day	\$7.00
Borer, Increment-12 inch	Week	\$28.00
Borer, Increment-18 inch	Day	\$13.00
Borer, Increment-18 inch	Week	\$52.00
Camera, Digital Video	Day	\$20.00

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Camera, Digital Video	Month	\$240.00
Camera, Digital Video	Week	\$80.00
Camera, Digital waterproof	Day	\$15.00
Camera, Digital waterproof	Week	\$60.00
Camera, Go Pro	Day	\$20.00
Camera, Go Pro	Month	\$240.00
Camera, Go Pro	Week	\$80.00
Camera, wildlife remote sensing	Day	\$5.00
Camera, wildlife remote sensing	Month	\$60.00
Camera, wildlife remote sensing	Week	\$20.00
Camping Equipment Package	Day	\$20.00
Camping Equipment Package	Week	\$80.00
CD/DVD Duplication	copy	\$3.00
Computer, waterproof laptop	Day	\$40.00
Computer, waterproof laptop	Week	\$160.00
Cones, Imhoff sediment	Day	\$5.00
Cones, Imhoff sediment	Month	\$60.00
Cones, Imhoff sediment	Week	\$20.00
Data Logger Water Quality Mini Dot DO	Day	\$15.00
Data Logger Water Quality Mini Dot DO	Month	\$180.00
Data Logger Water Quality Mini Dot DO	Week	\$60.00
Depth Sounder, CEEPULSE survey grade (dai	Day	\$70.00
Depth Sounder, handheld	Day	\$8.00
Depth Sounder, handheld	Week	\$32.00
Dive Light	Day	\$15.00
Dive Light	Month	\$180.00
Dive Light	Week	\$60.00
Drill, bedrock	Day	\$10.00
Drill, bedrock	Week	\$40.00
Drysuit	Week	\$160.00
Drysuit	Day	\$40.00
Drysuit top only	Day	\$14.00
Drysuit top only	Week	\$56.00
Drysuit with snorkel set	Day	\$45.00
Drysuit with snorkel set	Month	\$540.00
Drysuit with snorkel set	Week	\$180.00
eDNA Sampling Package w/Supplies	Each	\$30.00
Electrofisher backpack accessory package	Day	\$100.00
Electrofisher backpack accessory package	Week	\$400.00

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Electrofisher catarraft w/out generator	Day	\$375.00
Electrofisher catarraft w/out generator	Month	\$4,500.00
Electrofisher catarraft w/out generator	Week	\$1,500.00
Electrofisher, backpack	Day	\$400.00
Electrofisher, backpack	Week	\$1,600.00
Electrofisher, barge w/generator	Day	\$80.00
Electrofisher, barge w/generator	Week	\$320.00
Electrofisher, boat w/generator	Day	\$750.00
Electrofisher, boat w/generator	Week	\$3,000.00
Electronic Balance	Day	\$10.00
Electronic Balance	Week	\$40.00
Fish processing package	Day	\$15.00
Fish processing package	Week	\$60.00
Fish Rescue Seine Package	Day	\$25.00
Generator, Honda	Day	\$50.00
Generator, Honda	Week	\$200.00
GPS, Oregon 600	Day	\$15.00
GPS, Oregon 600	Week	\$60.00
GPS, RTK GNSS Survey Package	Day	\$600.00
GPS, RTK GNSS Survey Package	Week	\$2,400.00
GPS, Trimble Geo7x package	Day	\$150.00
GPS, Trimble Geo7x package	Week	\$600.00
Habitat Mapping Package	Day	\$20.00
Habitat Mapping Package	Week	\$80.00
Laser Rangefinder, LTI Trupulse	Day	\$60.00
Laser Rangefinder, LTI Trupulse	Week	\$240.00
Livewell	Day	\$20.00
Livewell	Month	\$240.00
Livewell	Week	\$80.00
Metal Detector	Day	\$20.00
Metal Detector	Week	\$80.00
Meter In-situ turbidity	Day	\$25.00
Meter In-situ turbidity	Month	\$300.00
Meter In-situ turbidity	Week	\$100.00
Meter, Hydrogen sulfide	Day	\$30.00
Meter, Hydrogen sulfide	Month	\$360.00
Meter, Hydrogen sulfide	Week	\$120.00
Meter, MMB flow/current with topset rod	Day	\$100.00
Meter, MMB flow/current with topset rod	Week	\$400.00

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

Meter, Oceanic flow/current	Day	\$10.00
Meter, Oceanic flow/current	Week	\$40.00
Microscope	Day	\$10.00
Microscope	Week	\$40.00
Microscope, Stereoscope	Day	\$30.00
Microscope, Stereoscope	Week	\$120.00
Net, beach seine 100m	Day	\$20.00
Net, beach seine 100m	Week	\$80.00
Net, beach seine 30 ft	Day	\$5.00
Net, beach seine 30 ft	Week	\$20.00
Net, beach seine 50 ft	Day	\$8.00
Net, beach seine 50 ft	Week	\$32.00
Net, Beam trawl	Day	\$50.00
Net, Beam trawl	Month	\$600.00
Net, Beam trawl	Week	\$200.00
Net, D-frame invertebrate	Day	\$10.00
Net, D-frame invertebrate	Week	\$40.00
Net, Dip-fiberglass	Day	\$15.00
Net, Dip-fiberglass	Month	\$180.00
Net, Dip-fiberglass	Week	\$60.00
Net, Dip-standard	Day	\$6.00
Net, Dip-standard	Week	\$24.00
Net, Drift	Day	\$12.00
Net, Drift	Week	\$48.00
Net, Fyke	Day	\$20.00
Net, Fyke	Month	\$240.00
Net, Fyke	Week	\$80.00
Net, Gill	Day	\$25.00
Net, Gill	Week	\$100.00
Net, Otter trawl	Day	\$40.00
Net, Otter trawl	Month	\$480.00
Net, Otter trawl	Week	\$160.00
Net, Zooplankton	Day	\$25.00
Net, Zooplankton	Week	\$100.00
Nets, Blocking	Day	\$15.00
Nets, Blocking	Week	\$60.00
Permeability Pack	Day	\$40.00
Permeability Pack	Week	\$160.00
Pit Tag Reader Package	Day	\$100.00

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

Pit Tag Reader Package	Month	\$1,200.00
Pit Tag Reader Package	Week	\$400.00
Pit Tag Reader, hand-held	Day	\$15.00
Pit Tag Reader, hand-held	Month	\$180.00
Pit Tag Reader, hand-held	Week	\$60.00
Pit Tag Scanner-backpack	Day	\$20.00
Pit Tag Scanner-backpack	Month	\$240.00
Pit Tag Scanner-backpack	Week	\$80.00
Pit Tag, FDX small (each)	Each	\$2.00
Pit Tag, HDX large (each)	Each	\$4.00
Print 11 x 17 B/W	copy	\$0.20
Print 11 x 17 color photo	copy	\$2.00
Print 11 x 17 waterproof paper	copy	\$1.60
Print 8.5 x 11 color photo	copy	\$1.00
Print iGage paper 11" x 17" B/W photo	copy	\$1.50
Print iGage paper 11" x 17" Color pho	copy	\$2.00
Print iGage paper 8.5" x 11" B/W phot	copy	\$1.00
Print iGage paper 8.5" x 11" Color phot	copy	\$1.00
Prism, 360 Degree	Day	\$30.00
Prism, 360 Degree	Week	\$120.00
Prism, survey	Day	\$8.00
Prism, survey	Week	\$32.00
Pump, Peristaltic	Day	\$35.00
Pump, Peristaltic	Week	\$140.00
Pump, Submersible	Day	\$5.00
Radio, 2-way waterproof	Day	\$6.00
Radio, 2-way waterproof	Week	\$24.00
Raft Platform	Day	\$40.00
Rangefinder, Target	Day	\$15.00
Rangefinder, Target	Week	\$60.00
Sample Jar Cleaning Fee	Each	\$25.00
Scale, digital-bulk	Day	\$15.00
Scale, digital-bulk	Week	\$60.00
Scope burrow	Day	\$25.00
Sediment sampler, DH48	Day	\$13.00
Sediment sampler, DH48	Week	\$52.00
Sediment sampler, McNeil	Day	\$5.00
Sediment Sampler, McNeil	Week	\$20.00
Sediment sampler, Ponar	Day	\$40.00

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

Sediment sampler, Ponar	Week	\$160.00
Soil Corer	Day	\$30.00
Soil Corer	Week	\$120.00
Sonar/GPS Fishfinder	Day	\$25.00
Sonar/GPS Fishfinder	Week	\$100.00
Spotting Scope	Day	\$20.00
Spotting Scope	Week	\$80.00
Survey Marker	Each	\$1.00
Survey Package, auto level tripod stadia	Day	\$25.00
Survey Package, auto level tripod stadia	Week	\$100.00
Survey Package, Robotic Total Station	Day	\$300.00
Tablet, Field Data Collector	Day	\$15.00
Tablet, Field Data Collector	Month	\$180.00
Tablet, Field Data Collector	Week	\$60.00
Tape, surveyor's <300 ft	Day	\$4.00
Tape, surveyor's <300 ft	Week	\$16.00
Tape, surveyor's >300 ft	Day	\$6.00
Tape, surveyor's >300 ft	Week	\$24.00
Thermograph	Day	\$2.00
Thermograph	Month	\$24.00
Thermograph	Week	\$8.00
Total Alkalinity Kit	Day	\$10.00
Video Mapping Package, Aerial	Day	\$200.00
Waders	Week	\$40.00
Waders	Day	\$10.00
Water Level Recorder, iphone Data Interfa	Day	\$20.00
Water Level Recorder, pressure transducer	Day	\$4.00
Water Level Recorder, pressure transducer	Month	\$48.00
Water Level Recorder, pressure transducer	Week	\$16.00
Water Qual Meter, Dissolved Gases	Day	\$120.00
Water Qual Meter, pH	Day	\$10.00
Water Qual Meter, pH	Week	\$40.00
Water Qual Meter, turbidimeter	Day	\$30.00
Water Qual Meter, turbidimeter	Week	\$120.00
Water Qual Meter, YSI 6920	Day	\$250.00
Water Qual Meter, YSI 6920	Week	\$750.00
Water Qual Meter, YSI 6920 turbidity prob	Day	\$20.00
Water Qual Meter, YSI 6920 turbidity prob	Week	\$80.00
Water Qual Meter, YSI Exo 2 100m cable	Day	\$350.00

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

Water Qual Meter, YSI Exo 2 100m cable	Month	\$4,200.00
Water Qual Meter, YSI Exo 2 100m cable	Week	\$1,400.00
Water Qual Meter, YSI Exo 2 25 ft cable	Day	\$300.00
Water Qual Meter, YSI Exo 2 25 ft cable	Month	\$3,600.00
Water Qual Meter, YSI Exo 2 25 ft cable	Week	\$1,200.00
Water Qual Meter, YSI Exo Total Algae	Day	\$45.00
Water Qual Meter, YSI Exo Total Algae	Month	\$540.00
Water Qual Meter, YSI Exo Total Algae	Week	\$180.00
Water Qual Meter, YSI Pro Plus	Day	\$100.00
Water Qual Meter, YSI Pro Plus	Month	\$1,200.00
Water Qual Meter, YSI Pro Plus	Week	\$400.00
Water sampler, Kemmerer	Day	\$30.00
Water sampler, Kemmerer	Week	\$120.00
Water sampler, Swing	Day	\$10.00
Water Sampler, Van Dorn	Day	\$25.00
Water Sampler, Van Dorn	Week	\$100.00
Weather sensor, HOBO RH/Temp	Day	\$10.00
Weather sensor, HOBO RH/Temp	Month	\$120.00
Weather sensor, HOBO RH/Temp	Week	\$40.00
Weather Station	Day	\$20.00
Weather Station	Week	\$80.00
Weather Station	Month	\$240.00
Wetland Delineation Package	Day	\$6.00
Wetland Delineation Package	Month	\$72.00
Wetland Delineation Package	Week	\$24.00
Wetsuit	Day	\$12.00
Wetsuit	Week	\$48.00
Wetsuit with snorkel set	Day	\$20.00
Wetsuit with snorkel set	Week	\$80.00
Wetsuit with snorkel set	Month	\$240.00
Wildlife Broadcast Speaker	Day	\$30.00

* ACTUAL COST PER LEASE/ACCESS/PURCHASE OR OTHER VENDOR ARRANGEMENT (with State Authorization).

** ACTUAL COST, IN CONFORMANCE TO CALTRANS TRAVEL GUIDE FOR NON-REPRESENTED EMPLOYEES.

NOTES: ACTUAL COSTS ARE COMPETITIVE PRICES FROM APPROPRIATE VENDORS IN THEIR RESPECTIVE INDUSTRIES.

**SCHEDULE OC
ATTACHMENT TWO
SCHEDULE OF COMPLETION**

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

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SCHEDULE OC
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

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

Team Member	Classification	Project Role	Contact Information (Address, Phone and Email)
Karley Rodriguez	Senior Riparian Ecologist/GIS Analyst	Project/Contract Manager	2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 karley@stillwatersci.com
Holly Burger	Wildlife Technical Lead, Senior Wildlife Biologist	Project Management Oversight	2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 burger@stillwatersci.com
Megan Keever	Senior Botanist	Botanical/Plant and Wetland Ecology Technical Lead	2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 megan@stillwatersci.com
Ethan Bell	Senior Fisheries Biologist	Fisheries Technical Lead,	1203 Main Street Morro Bay, CA 93442 ethan@stillwatersci.com

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

Firm	Project Role	Contact Information (Address, Phone and Email)
Biological Monitoring and Assessment Specialists, Inc. (BioMaAS)	Wildlife Services Support	Bill Stagnaro Principal Biologist 1278 Indiana St, #300 San Francisco, CA 94107 billstagnaro@biomaas.com
The Watershed Nursery Cooperative	Botanical/Plant and Wetland Ecology, Restoration Ecology Support	Diana Benner Principal Ecologist 601 A Canal Blvd., Richmond, CA 94804 diana@thewatershednursery.com

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

Firm	Project Role	Contact Information (Address, Phone and Email)
Zander Westbrook Design	Landscape Architecture, Landscape Design, Irrigation Design, Roads/Trails	Sofia Zander Principal Designer 2927 Newbury Street, Suite B Berkeley, CA 94703 sofia@zanderwestbrook.com
Rangeland Conservation Science	Rangeland management activities support	Felix Ratcliff Principal and Rangeland Conservation Scientist 2130 Derby St, Berkeley, CA 94705 fratcliff@rangelandconservatio n.com

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**SCHEDULE OC
ATTACHMENT FOUR
REFERENCE MATERIALS**

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

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STANDARD ON-CALL CONSULTANT AGREEMENT

Terms and Conditions Template (On-Call Capital)

6/1/2024 – 12/31/2026



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

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

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

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

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

2. Consultant Controlled Areas

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

3. Licensing

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

4. Valley Water's Approval of Deliverables

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

5. Errors and Omissions

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

6. Valley Water Standardization Requirements

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

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

7. Consultant's Key Staff and Subconsultants

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

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

8. Compliance with All Laws

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

9. Occupational Safety and Health

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

10. Consultant as Independent Contractor

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

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

11. Standard of Care

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

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

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

2. Review of Deliverables

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

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

3. Access to Valley Water Facilities

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

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

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

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

2. Consultant Invoices

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

- 8) Level of Small Business (SB) participation, if applicable, documenting the level of SB participation for each Task Order;
- 9) The total amount due for completing the Services specified in that Task Order, which must not exceed the not-to-exceed amount specified in that Task Order; and
- 10) To the extent that Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both Consultant and its Subconsultants.

B. Before submitting monthly invoices, a draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, Consultant will email the complete, signed, and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.

C. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices will be organized such that the billing categories correspond with the Task Order.

D. Notwithstanding language to the contrary in an executed Task Order, Consultant must invoice Valley Water for a Task Order within 30 calendar days of Valley Water accepting the deliverables of that Task Order.

E. Consultant shall email all invoices to: APinvoice5750@valleywater.org

Valley Water mailing address for invoices, if needed:

Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670

F. Consultant must also ensure that each invoice and corresponding attachments contain the following information:

- 1) Agreement number;
- 2) Task Order number;
- 3) Full legal name of Consultant/Firm;
- 4) Payment remit-to address;
- 5) Invoice number;
- 6) Invoice date (the date invoice is emailed);

- 7) Detailed description of Services provided, including the “distribution account(s)” for those Services;
- 8) Number of hours spent by each person performing services and a brief description of the Services performed by each person; and
- 9) Beginning and end date for billing period that services were provided.

G. Consultant shall invoice for its performance of the Services as stated in an executed Task Order on a monthly basis consistent with the task fee breakdown stated in the Task Order(s), Attachment A. Unless otherwise specified in a Task order, Consultant will be paid for the Services as described in an executed Task Order.

H. Valley Water Project Manager will review Consultant's written invoice within five Valley Water business days of receipt, address any questions with Consultant's Contact/Principal Officer and approve the undisputed amount of the invoice within ten working days of receipt of the invoice. Valley Water will pay undisputed invoice amounts within 30 calendar days from date invoice is received by Valley Water Project Manager.

I. **Invoice Disputes**

- 1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant's submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item.
- 2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the dispute pursuant to the Standard On-Call Consultant Agreement, Appendix Two, Dispute Resolution.

J. Consultant's Services will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required Services.

K. Consultant shall ensure that its personnel performing services pursuant to this Agreement document their time doing so.

3. Prevailing Wages – NOT USED

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

B. Labor Code §1720 provides as follows:

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

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

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

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

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

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

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

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

4. Retention - NOT USED

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

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

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

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

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

2. Task Order Schedule

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

3. Project Delays

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

4. Changes to the Schedule

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

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

2. Valley Water Rights

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

3. Consultant's Compensation upon Termination or Suspension

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

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

4. Survival

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

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

2. Reuse of Instruments of Service

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

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

Any and all original correspondence, memoranda, reports, designs, plans, specifications, On-Call Biological Services 2025
Standard On-Call Consultant Agreement-Capital-Non-PMIS-12/13/24
Ver. 1.9.2026

Agreement No. A5567A / PB File No. VW0597

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

6. Copyright Claims

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

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

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

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

3. No Assignment

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

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

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

8. Binding Effect

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

9. Choice of Law and Venue

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

10. Confidentiality

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

11. Release of Information Prohibited

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

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

12. Conflict of Interest

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

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

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

13. Task Orders

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

- 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
- 5) Schedule for completing the Services; and
- 6) Copies of applicable state and federal permits required to complete the Services, unless previously provided to Valley Water.

B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard On-Call Consultant Agreement, Appendix One, Additional Legal Terms and Consultant's authorized representative.

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

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

14. Good Neighbor

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

15. Governmental Permits and Notifications

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

16. Taxes and Benefits

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

17. Nonwaiver of Rights

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

18. No Third-Party Beneficiaries

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

19. Severability

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

20. Debt Limitation

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

21. Notices

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

VALLEY WATER:

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

CONSULTANT:

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

22. Appendices

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

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

23. Schedule and Attachments

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

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

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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

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

By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

Candice Kwok-Smith
Clerk, Board of Directors

By: _____
Karin Hunsicker
CEO

Date: _____

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

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STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS

1. Conflict of Interest for Future Services

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

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

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) Outreach Program Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 50% or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX ONE
ADDITIONAL LEGAL TERMS

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

5. Engineering Support Services During Construction -NOT USED

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

6. Task Order Assignments for Multi-Awards Agreement

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

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STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

A. Alternate Dispute Resolution

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

- B. Consultant and its Subconsultants are expected to participate in all ADR efforts.**
- C. The cost of partnering, training facilities, and facilitator will be paid for by Valley Water, unless the Parties agree otherwise.**

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

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

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

5. Compensation for Participation in Mediation

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE

Task Order No. _____

Title: _____

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

Valley Water: _____

Consultant: _____

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

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX THREE
TASK ORDER TEMPLATE

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

8. Signatures:

Signature:

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

Signature:

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

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STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

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

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

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

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

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

1. Certificates of Insurance

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

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

The certificates will:

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

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

IMPORTANT: The Contract Number must be included.

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

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

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

2. **Maintenance of Insurance**

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

3. **Renewal of Insurance**

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

The Consultant shall instruct its insurance broker/agent to:

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

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

IMPORTANT: The Contract Number must be included.

4. **Required Coverages**

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

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

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

General Liability insurance must include without limitation:

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

B. **Business Auto Liability Insurance** with coverage as indicated:

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

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

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

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

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

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

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

D. **Workers' Compensation and Employer's Liability Insurance**

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

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

E. Cyber Liability Insurance – NOT USED

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

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

5. General Requirements

On-Call Biological Services 2025

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

Ver. 1.9.2026

Agreement No. A5567A / PB File No. VW0597

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

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

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

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

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

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

C. **Cancellation Clause**: Consultant or its insurer shall provide at least thirty (30) days prior written notice to Valley Water of cancellation of any insurance required under this Agreement.

D. **Acceptability of Insurers**: All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.

E. **Self-Insured Retentions or Deductibles**: Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Consultant shall provide evidence satisfactory to Valley Water of its financial ability to satisfy the SIR. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

F. **Subconsultants**: The Consultant shall secure, maintain or shall be responsible for

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

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

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS

CHECK LIST OF DOCUMENTS NEEDED

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

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SCHEDULE OC SCOPE OF SERVICES

1. Representatives

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

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

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

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

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

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

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

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

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

SCHEDULE OC SCOPE OF SERVICES

720 University Ave, Suite 200
Los Gatos, CA 95032

Phone: 408-722-0931
Email: srottenborn@harveyecology.com

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

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

Phone: 408-458-3206
Email: khunsicker@harveyecology.com

2. Scope of Services

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

3. Project Objectives

A. The Santa Clara Valley Water District (Valley Water) implements a number of capital and operational projects and programs to meet its mission and goals in water supply, flood protection and watershed stewardship. The on-call services provided pursuant to this Agreement will augment the services of Valley Water staff and provide additional biological services as needed.

B. The objectives of each phase of biological services include but are not limited to:

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- 1) Planning phase: To gather the required information to understand what biological resources need to be considered when planning a District operation or project. This knowledge can be used during early stages of planning and design to avoid and minimize impacts to biological resources, identify and plan biological mitigation, and to identify opportunities to conserve or enhance the biological resources.
- 2) Design phase: To expand the biological investigations and analysis for application to the developing project or operation. This additional, more detailed knowledge can inform decisions on preliminary and final designs of projects and their associated mitigation.
- 3) Construction phase: To monitor the project or operation during construction activities to ensure biological resources are protected or, if it is a biological restoration project, are correctly constructed.
- 4) Post Construction phase: To monitor and document that identified biological resources are responding, establishing or recovering to an expected level of success or performance criteria, after construction activities of a project or operation. This information may be used to determine a project has met (or not) its regulatory requirements in regard to biological resources. This information can also be used in adaptive management for improving an ongoing operation so as to further reduce impacts (or increase benefits) to biological resources.

C. All Services required pursuant to this Agreement will be provided only on an as-needed/as-requested basis by the issuance of an authorized Task Order by Valley Water to the Consultant. A project scope will be developed for each task order, including deliverables for a total not-to-exceed amount. No work will be performed without a task order. The Consultant will perform services on a Task Order Basis as authorized by the VWPM, as set forth in the Standard On-Call Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders.

4. Background

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

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

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

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

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

5. Intent

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

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

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

6. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, Autodesk files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.

a. Valley Water Standardization Requirements

- (1) Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- (2) Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning,

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

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

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

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8) Completeness.

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

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

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

B. Project-Specific Assumptions and Requirements

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

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7. Scope of Services Task Orders

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

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

A. Planning Phase

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

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B. Design Phase

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

C. Construction Phase

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

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

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

D. Post Construction Phase

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

E. Other Work

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

8. BIOLOGICAL SPECIFICATIONS, QUALIFICATIONS, AND SERVICES

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

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

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

8.1 Project Management

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

8.2 Biological Staff Minimum Qualifications (Table 8.14)

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

Knowledge of:

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

Ability to:

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

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

Education, Experience and Training Guidelines:

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

Education

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

Experience

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

Credentials, Certifications, and Special permits

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

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

8.3 Botanical/Plant and Wetland Ecology Qualifications

Knowledge, Experience, and Education:

On-Call Biological Services 2025

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

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

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

Credentials, Certifications, and Permits:

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

Methods:

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

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

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

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

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

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

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CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plants and Sensitive Natural Communities:
<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>

USFWS Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants
<https://www.fws.gov/ventura/docs/species/protocols/botanicalinventories.pdf>

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

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

Field techniques shall be systematic, accurate, and comprehensive.

Types of Activities:

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

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

Data to be Collected:

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

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

8.4 Health & Safety

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

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

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

8.5 Personnel Roles & Responsibilities

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

8.6 Fisheries Qualifications

Knowledge, Experience, and Education:

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

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

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

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

Credentials, Certifications, and Permits:

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

Methods:

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

Types of Activities:

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

Data to be Collected

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

SCHEDULE OC SCOPE OF SERVICES

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

8.7 Wildlife Qualifications

Knowledge, Experience, and Education:

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

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

Credentials, Certifications, and Permits:

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

SCHEDULE OC SCOPE OF SERVICES

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

Methods:

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

USFWS:

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

CDFW:

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

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

Types of Activities:

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

Data to be Collected:

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

8.8 Restoration Ecology Qualifications

Knowledge, Experience, and Education:

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

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

Personnel shall be familiar with the most recent phytosanitary procedures.

Knowledge of local tree ordinances is also needed.

Credentials, Certifications, and Permits:

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

Methods:

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

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Types of Activities:

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

Data to be Collected:

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

8.9 CRAM Knowledge, Experience, Training, and Qualifications

Knowledge, Experience, and Education:

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

SCHEDULE OC SCOPE OF SERVICES

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

Credentials, Certifications, and Permits:

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

Methods:

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

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

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

Types of Activities:

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

Data to be Collected:

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

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

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8.10 Land and Natural Resources Management Qualifications

Knowledge, Experience, and Education:

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

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

Credentials, Certifications, and Permits:

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

Methods:

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

Types of Activities:

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

Data to be Collected

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

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8.11 Additional Technical and Support Services

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

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

8.12 GIS/GPS Requirements:

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

8.13 Deliverables

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

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**SCHEDULE OC
SCOPE OF SERVICES**

8.14 Summary Table of Labor Qualifications

LABOR CATEGORY QUALIFICATIONS

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

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SCOPE OF SERVICES

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

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SCOPE OF SERVICES

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

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

9. Attachments

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

Attachment One - Fees and Payments

Attachment Two - Schedule of Completion

Attachment Three - Consultant's Key Staff and Subconsultants

Attachment Four - Reference Materials

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding

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

2. Terms and Conditions

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

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

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

B. Reimbursable Expenses

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

C. Prevailing Wage Requirements -NOT USED

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**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

HOURLY/UNIT RATE SCHEDULE

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

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	TOTAL BURDENED LABOR RATE
	Senior Ecologist 1	\$172.20
Senior/Principal Botanist	Principal	\$337.98
	Senior Associate Ecologist	\$221.04
	Associate Ecologist	\$203.90
	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
Senior/Principal Wildlife Biologist	Principal	\$337.98
	Senior Associate Ecologist	\$221.04
	Associate Ecologist	\$203.90
	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
Senior/Principal Fisheries Biologist	Principal	\$337.98
Senior/Principal Wetland Scientist	Principal	\$337.98
	Senior Associate Ecologist	\$221.04
	Associate Ecologist	\$203.90
	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
Associate Biologist	Senior Ecologist 2	\$187.20
	Senior Ecologist 1	\$172.20
Assistant Biologist II	Ecologist 2	\$157.21
	Ecologist 1	\$142.65
	Field Biologist 2	\$129.64
Assistant Biologist I	Field Biologist 1	\$117.17

Subconsultants

Sequoia Ecological Consulting

VALLEY WATER CLASSIFICATION	CONSULTANT CLASSIFICATION	PROPOSED RATE
Principal	Sr. Principal 1	\$336
	Sr. Principal 2	\$347
	Sr. Principal 3	\$350
	Principal 1	\$305
	Principal 2	\$315
	Principal 3	\$326

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

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

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

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

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

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

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

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

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

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

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**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

PROPOSED OTHER DIRECT COSTS (ODC)

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

**SCHEDULE OC
ATTACHMENT ONE
FEES AND PAYMENTS**

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

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**SCHEDULE OC
ATTACHMENT TWO
SCHEDULE OF COMPLETION**

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

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SCHEDULE OC
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS

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

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

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

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

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

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

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**SCHEDULE OC
ATTACHMENT FOUR
REFERENCE MATERIALS**

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



Santa Clara Valley Water District

File No.: 26-0051

Agenda Date: 2/10/2026

Item No.: 8.1.

BOARD AGENDA MEMORANDUM

Government Code § 84308 Applies: Yes No
(If "YES" Complete Attachment A - Gov. Code § 84308)

SUBJECT:

Approve a Budget Adjustment in the Amount of \$3,945,234 and Approve an Increase of \$2,500,000 to the Construction Contract Contingency Sum for the Anderson Dam Federal Energy Regulatory Commission Order Compliance Project, Coyote Creek Stream Augmentation Fish Protection Measure: Chillers Plant Project, Project No. 91864008, Contract No. C0701 (Morgan Hill, District 1).

RECOMMENDATION:

- A. Approve a Fiscal Year 2026 budget adjustment in the amount of \$3,945,234 to the Coyote Creek Stream Augmentation Fish Protection Measure: Chillers Plant Project; and
- B. Approve an increase of \$2,500,000 to the construction contract contingency sum, bringing the total contingency sum to \$7,804,592 for the Coyote Creek Stream Augmentation Fish Protection Measure: Chillers Plant Project.

SUMMARY:

The objective of the Coyote Creek Stream Augmentation Fish Protection Measure: Chillers Plant Project (Project) is to decrease the temperature of imported water and deliver the chilled water to the Coyote Creek functional cold-water zone.

Project Background

Santa Clara Valley Water District (Valley Water) is undertaking the Federal Energy Regulatory Commission (FERC) Order Compliance Project (FOCP) as a result of the February 20, 2020, directive from the FERC to implement interim risk reduction measures at Anderson Dam. In addition to lowering the reservoir at Anderson Dam to its lowest point, Valley Water collaborated with environmental regulatory agencies to develop additional measures to reduce impacts from the lowered reservoir. One of those measures is the Coyote Creek Stream Augmentation Fish Protection Measure, which is intended to maintain suitable aquatic habitat for native species, and to provide habitat sufficient for rainbow trout (*Oncorhynchus mykiss*) survival within the creek's functional cold-water zone, during the implementation of this FOCP measure.

The Project entails installing a Modular Chillers Plant (MCP), at the southwest corner of the existing Coyote Pumping Plant, which consists of three 1,500-ton capacity water-cooler packaged chillers, with one of the three being used as a redundant chiller unit. The Coyote Pumping Plant is located at

18300 Peet Road, Morgan Hill as shown in the Project Map (Attachment 1). A new 24-inch pipe will be installed to connect to an existing 36-inch nozzle on the Cross Valley Pipeline, to allow the chillers to receive imported water. The imported water would be chilled by the chiller system to the required temperature, before being released into the creek to maintain the suitable aquatic habitat.

Previous Board Actions

On June 9, 2020, the Board adopted Resolution No. 20-57 setting the time and place of the public hearing on the Engineer's Report and CEQA exemption determination for the FOCP.

On June 23, 2020, the Board approved the CEQA emergency exemption determination for the FOCP; adopted Resolution No. 20-59 approving the Engineer's Report for the FOCP; and approved the Project.

On July 12, 2022, the Board adopted Plans and Specifications and authorized advertisement for bids for construction of the Anderson Dam Federal Energy Regulatory Commission Order Compliance Project, Coyote Creek Stream Augmentation Fish Protection Measure: Chillers Plant Project, Project No. 91864008, Contract No. C0684, per the Notice to Bidders; and authorized the Designated Engineer to issue addenda, as necessary, during the bidding process.

On October 11, 2022, the Board ratified Addenda 1, 2, 3, 4 and 5 to the Contract Documents; received report of bids; and rejected all bids for construction.

On June 27, 2023, the Board adopted the Plans and Specifications and authorized advertisement for bids for the construction of the Anderson Dam Federal Energy Regulatory Commission Order Compliance Project, Coyote Creek Stream Augmentation Fish Protection Measure: Chillers Plant Project, Project No. 91864008, Contract No. C0684, per the Notice to Bidders; and authorized the Designated Engineer to issue addenda, as necessary, during the bidding process.

On September 12, 2023, the Board ratified Addenda No. 1 through 4 to the Contract Documents for the Coyote Creek Stream Augmentation Fish Protection Measure Chillers Plant Project; awarded the Contract to AES Industrial, located in San Leandro, CA in the sum of \$5,363,944; approved a contingency sum of \$804,592 and authorized the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

On January 14, 2025, the Board approved a budget adjustment in the amount of \$5,000,000 and approved an increase of \$4,500,000 to the construction contract contingency sum for the Anderson Dam Federal Energy Regulatory Commission Order Compliance Project.

Project Design Revisions

At the time of bid advertisement and contract award in September 2023, final product specifications for the owner-furnished Modular Chiller Plant (MCP) units and associated electrical substation were not fully complete. As a result, continued coordination between the equipment suppliers and the design team was required during procurement to finalize technical details.

Due to the unique and complex nature of the Project, a comprehensive electrical system study was

not completed during the initial design phase. Once the system study was performed during switchgear procurement in late 2024, it identified the need to modify the electrical bus length connecting to the Western Area Power Administration (WAPA) substation. This requirement resulted in additional electrical design revisions, coordination with the supplier, and further schedule impacts.

The original construction contract established a June 2024 completion date for the project. As COVID-related supply chain disruptions affecting the owner-furnished equipment and subsequent design revisions emerged, the contract completion date was extended through change orders and Time Impact Analysis (TIA) No. 1 to April 2025, allowing continued progress while critical equipment and revised design details were finalized.

The MCP units were delivered to the site in August 2025, and installation activities were completed shortly thereafter. While the major equipment is now installed, additional electrical modifications, system integration, testing, and commissioning activities remain outstanding and are contingent upon the completion of the revised electrical scope.

These evolving design requirements, combined with coordination of interfaces with other concurrent projects and existing infrastructure, resulted in additional design revisions and schedule impacts addressed under TIA No. 2. Based on the current status of the remaining work, the Contractor is forecasting Project completion in late August 2026, representing an approximate 16-month extension beyond the TIA No. 1 contract completion date.

The Contractor has submitted an estimated \$2,500,000 for extended overhead and schedule-related costs associated with the extended duration of the construction project. The project team has completed an initial review of the submission and determined that further detailed analysis of the updated schedule, critical path impacts, and supporting cost documentation is required. This evaluation is currently underway, and any contract time or cost adjustments will be subject to further review, negotiation, and formal change order execution in accordance with the Contract.

Contract Change Orders

A total of eighteen (18) Contract Change Orders, totaling a net increase of \$5,062,361, have been executed to date for this contract to address various issues, including unforeseen site conditions, Valley Water requested changes, and post-design clarifications.

Table 1 presents a summary of the current construction contract and contingency amounts.

TABLE 1 SUMMARY OF CONSTRUCTION CONTRACT AND CONTINGENCY AMOUNTS

		Contract Amount	Contingency Amount
Original Contract		\$5,363,944	\$804,592
Change Order No. 1	(Deputy Approved)	\$288,346	\$516,246
Change Order No. 2	(Staff Approved)	\$63,759	\$452,487
Change Order No. 3	(Staff Approved)	\$64,039	\$388,448
Change Order No. 4	(Staff Approved)	\$86,178	\$302,269
Change Order No. 5	(Deputy Approved)	\$275,737	\$26,533
		Increase Contingency	\$4,500,000
Change Order No. 6	(Deputy Approved)	\$258,969	\$4,267,564
Change Order No. 7	(Staff Approved)	\$62,134	\$4,205,430
Change Order No. 8	(Staff Approved)	\$9,531	\$4,195,899
Change Order No. 9	(CEO Approved)	\$2,100,000	\$2,095,899
Change Order No. 10	(Staff Approved)	\$40,837	\$2,055,061
Change Order No. 11	(Staff Approved)	\$15,208	\$2,039,853
Change Order No. 12	(Staff Approved)	\$2,570	\$2,037,283
Change Order No. 13	(CEO Approved)	\$1,220,309	\$816,974
Change Order No. 14	(Staff Approved)	\$14,388	\$802,586
Change Order No. 15	(Staff Approved)	\$82,586	\$720,000
Change Order No. 16	(Staff Approved)	\$15,935	\$704,065
Change Order No. 17	(Deputy Approved)	\$166,715	\$537,351
Change Order No. 18	(Deputy Approved)	\$295,120	\$242,231
Current Contract Amount and Remaining Contingency		\$10,426,305	\$242,231

Budget Adjustment Recommendation

The delayed Project completion is forecasted for August 2026 and necessitates additional funding for Valley Water staff labor, services and supplies costs, and anticipated further change orders including for the Contractor's delay impact costs. Staff recommend a budget adjustment as detailed in the Financial Impact below.

Increased Construction Contingency Recommendation

The remaining contract contingency of \$242,231 is insufficient to complete the Project as designed. The Project was originally scheduled for completion in April; however, the Contractor has continued working beyond the contract completion date without recovery of overhead costs. To compensate the Contractor for extended performance, address known and anticipated change order work, accommodate future unknown changes that may arise during construction, and cover estimated delay-related cost impacts, staff recommends increasing the Project contingency to a total amount of

\$7,804,592.

The recommended incremental increase to the contingency is \$2,500,000, with no revisions to the previously approved delegated authority limits for the Engineering Unit Manager, Deputy Operating Officer, Assistant CEO, and Chief Executive Officer, up to the full amount of the increased contingency. This increase will allow staff to continue advancing the work without administrative delays and to complete and close out the Project in time for operation in fall 2026.

An increase in the contingency sum would allow staff to immediately fund the negotiated contract adjustments, execute known and future change orders, and promptly address additional unanticipated conditions during construction without causing unnecessary delays or consequential cost impacts to the Project.

Following a comprehensive evaluation of the Contractor's updated schedule, delays incurred to date, and associated delay-related costs, staff will negotiate and execute the necessary contract change orders to complete the work and close out the Project as expeditiously as possible.

ENVIRONMENTAL JUSTICE IMPACT:

There are no environmental justice impacts associated with this item.

FINANCIAL IMPACT:

The Coyote Creek Steam Augmentation Fish Protection Measure: Chillers Plant Project, Project No. 91864008, as part of the Anderson Dam FOCP, is included in the Capital Improvement Program (CIP) FY 2026-30 Five-Year Plan and in the FY 2025-26 Adopted budget.

Approval of Recommendations A and B would increase the Total Project Cost (TPC) reflected in the CIP's FY 2026-30 Five-Year Plan by \$3,945,234. An FY 2025-26 Budget Adjustment of \$3,945,234 is recommended to transfer funds from Operating and Capital Reserve to accommodate the increase to FY 2026 planned expenditures, which would leave a remaining balance in the Fund 61 Operating and Capital Reserve of \$68,163,232. Funding from the budget adjustment will allow adequate funds to increase the labor budget by \$1,191,206; services and supplies budget by \$254,028; and construction contract contingency by \$2,500,000 to pay the proposed and potential change orders needed to complete the Project. These updates will be incorporated into the CIP's Draft FY 2027-31 Five-Year Plan.

The Project is funded by the Water Utility Enterprise Fund (Fund 61) with 81.67% of the Fund 61 costs allocated to Zone W-2 (North County), 7.53% to Zone W-5 (South County), and 10.80% to Zone W-7 (South County).

CEQA:

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

Attachment 1: Map
Attachment 2: PowerPoint

UNCLASSIFIED MANAGER:

Ryan McCarter, 408-630-2983

Coyote Creek Chiller Plant Project

Location Map

Legend

- Existing Pipeline Alignment
- New Pipe Alignment
- Storage & Staging Area
- Modular Chillers Plant



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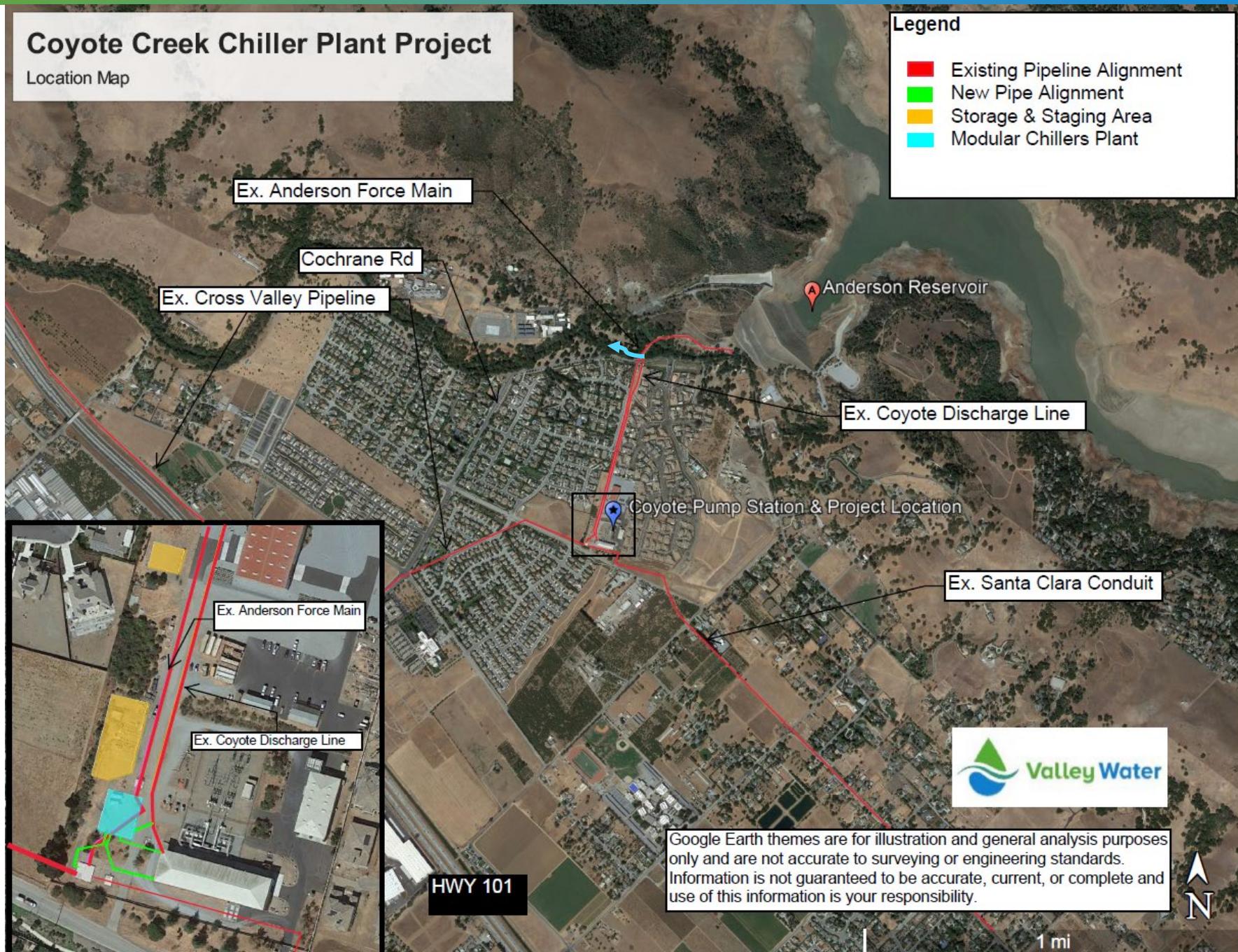


Coyote Creek Stream Augmentation Fish Protection Project (Chillers)

January 2026

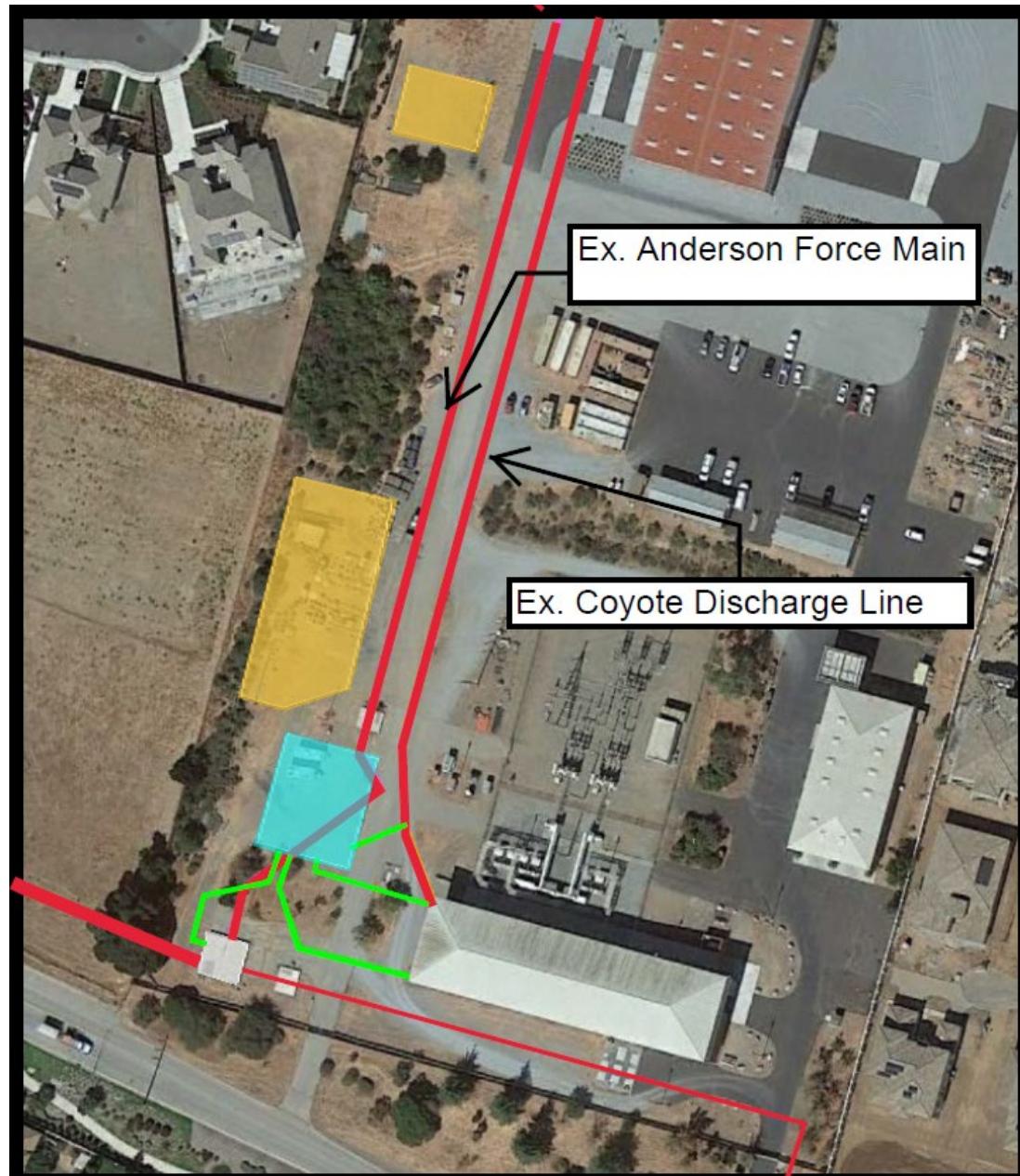
Coyote Creek Chiller Plant Project

Location Map



Chillers Project Summary

- During ADSRP, summer bypass flows and imported water releases are expected to be warm
- Chill the imported water from Coyote Pumping Plant to provide suitable cold-water habitat in Coyote Creek
- Cool up to 10 cfs from 75° F to about 60° F



Chillers Project Challenges

- To expedite the Project, three separate contracts were awarded:
 1. Procure Modular Chillers Plant
 2. Procure Electrical Substation Unit
 3. Construction Contract (Sep 2023)
- Extended construction contract due to various minor design changes primarily due to aligning various mechanical and electrical components
- Original contract completion – June 2024



Concrete foundation slab completed in March 2025

Chillers Project Progress



Secondary Unit Substation placed on foundation
August 2025



Two (of three) modular chillers placed on foundation
August 2025

Chillers Project Progress



Pumps and piping inside building
September 2025



Piping to chiller units inside building
September 2025

Chillers Project Delay and Impact

- Construction is now substantially complete and equipment is delivered and installed
- A comprehensive system power study was completed in 2025 that modified the connection from the electrical source to the Chillers Plant
- The newly designed electrical bus piping that includes nine support poles and foundations will be completed this year
- The new anticipated project completion date is August 2026



Questions?

