



STANDARD CONSULTANT AGREEMENT

Terms and Conditions Template (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) and STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES (“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(s), Scope of Services, attached hereto and incorporated herein by this reference (Schedule(s)). Services described in each Schedule are considered a Scope of Services that is separate and apart from the Scope of Services described in another Schedule.

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

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

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2. Consultant Controlled Areas

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

3. Licensing

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

4. Valley Water's Approval of Deliverables

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

5. Errors and Omissions

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

6. Valley Water Standardization Requirements

- A. Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Consultant shall use Microsoft Office software and Autodesk Civil 3D software that is compatible with Valley Water's current Microsoft Office software and Autodesk software used at the time(s) Valley Water issues a Notice to Proceed pursuant to this Agreement.
- B. Engineering drawings prepared by Consultant must be in compliance with Valley Water's Computer-Aided Design and Drafting (CADD) standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with Valley Water's CADD software at no additional cost to Valley Water. Prior to acceptance, Valley Water

reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawings) and that the standards are retained during the conversion process used by Consultant.

7. Consultant's Key Staff and Subconsultants

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

8. Compliance with All Laws

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

9. Occupational Safety and Health

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

10. Consultant as Independent Contractor

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

11. Standard of Care

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

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

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

2. Review of Deliverables

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

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

3. Access to Valley Water Facilities

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

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

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

- F. Automobile travel mileage expenses will be paid at the current Internal Revenue Services (IRS) rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm addresses, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations such as with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto, and include the following:
 - 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) 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 expenses by Service task;
 - 7) Other direct charges and expenses must reflect actual fees versus the Agreement Not-to-Exceed Fees as stated in the Schedule(s), Attachment One, Fees and Payments, and/or Task Orders; and
 - 8) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Before submitting 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. Each monthly invoice must include a monthly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement NTE Fees in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed, the execution of the tasks described in this Services, and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.

1) The monthly progress report shall include:

- a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;
- b. A look-ahead schedule listing deliverables and activities planned for the next two months;
- c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
- d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement NTE fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
- e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
- f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement NTE fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
- g. A statement that all tasks, as specified in this Agreement, shall be completed within the NTE amount of the Agreement;
- h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
- i. Any changes in Consultant's key staff or Subconsultants.

D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.

- E. Consultant shall 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. In addition to ensuring that each invoice is accompanied with a monthly progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:

- 1) Agreement number;
- 2) Full legal name of Consultant/Firm;
- 3) Payment remit-to address;
- 4) Invoice number;
- 5) Invoice date (the date invoice is emailed);
- 6) Detailed description of Services provided, including the “distribution account(s)” for those Services;
- 7) Number of hours spent by each person performing services and a brief description of the services performed by each person; and
- 8) Beginning and end date for billing period that services were provided.

- G. Consultant shall invoice for its performance of the Services on a monthly basis consistent with the task fee breakdown stated in the Schedule, Attachment One, Fees and Payments, which applies to the specific Scope of Services.

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

- I. Invoice Disputes

- 1) Valley Water may in good faith assert a bona fide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Consultant’s submission of an invoice in which a disputed amount is included, Valley Water will notify Consultant in writing of the specific items in dispute, and will describe Valley Water’s reason(s) for disputing each such item.

- 2) Consultant and Valley Water Project Manager must act in good faith to resolve the dispute in a timely manner. If the dispute is not resolved by Consultant and Valley Water Project Manager within 30 calendar days of Consultant receiving Valley Water's written notice of dispute, Consultant and Valley Water will attempt to resolve the dispute pursuant to the Standard Consultant Agreement, Appendix Two, Dispute Resolution.
- 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, in electronic or hard copy format, at Valley Water's discretion, and hard copies made available at any time during regular business hours, upon written request by Valley Water.
- G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

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

4. Retention

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

2. Project Schedule Table

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

3. Monitoring of Project Schedule

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

4. Project Delays

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

5. Changes to the Project Schedule

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

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

2. Valley Water Rights

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

3. Consultant's Compensation upon Termination or Suspension

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

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

authorized expenses incurred to demobilize from the Project after the date of termination; and

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

4. Survival

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

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SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

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

2. Reuse of Instruments of Service

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

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

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

6. Copyright Claims

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

This Agreement, which includes the Terms and Conditions, Appendices, the Schedule(s), Schedule(s)' Attachments, and all executed Task Orders, represents the entire

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

2. Formation of Agreement

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

3. No Assignment

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

this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

8. Binding Effect

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

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California.

The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality

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

11. Release of Information Prohibited

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

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this

Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.

- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
- 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; or
 - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement;
 - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 any time there is a need to correct or change disclosure information;
 - 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during the annual filing season, as determined by Valley Water;
 - 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:
 - a. Upon termination of this Agreement; or
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code);

- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code §81000 et. seq. and §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s) and subcontractor(s) employee(s) from the Project and provide a replacement acceptable to Valley Water;
- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

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

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Notices

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

VALLEY WATER:

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

CONSULTANT:

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

22. Appendices

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

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

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23. Schedule(s) and Attachments

Schedule EP, 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

**STILLWATER ECOSYSTEM,
WATERSHED & RIVERINE SCIENCES**

By: _____
Tony Estremera
Chair, Board of Directors

Signed by:

By: _____
D9BF393E46DF466...
Sapna Khandwala
President, CEO

Date: _____

Date: 4/15/2026

ATTEST:

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

Candice Kwok-Smith
Clerk, Board of Directors

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

1. Conflict of Interest for Future Services

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

- A. 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
- B. For any single or sole source products/services related to the Services pursuant to this Agreement or for any products/services in which Consultant has a financial stake.

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) Outreach Program Participation

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 Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.
- C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. [NOT USED]
- D. Valley Water Unit Manager is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. [NOT USED]
- E. The total not-to-exceed amount for any one Task Order shall not exceed \$[NTE Amount]. [NOT USED]

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

1. Consultant's Questions and Concerns

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

2. Alternate Dispute Resolution

Valley Water intends to use Alternate Dispute Resolution (ADR) techniques to resolve any disputes relating to the Project. Consultant and its Subconsultants are expected to participate in all ADR efforts.

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

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**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

The mediation shall be terminated:

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

5. Compensation for Participation in Mediation

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

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

Task Order No. _____

Title: _____

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

Valley Water: _____

Consultant: _____

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

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

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

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

8. Signatures:

Signature:

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

DATE

Signature:

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

DATE

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

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

In addition to certificates, Consultant must furnish Valley Water with copies of all original endorsements affecting coverage required by this document. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by 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 affecting 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.

Certificates of Insurance

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

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

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement No. A5752A
PlanetBid No. VW0643**

IMPORTANT: The Agreement number and/or PlanetBid number must be included.

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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 designated Valley Water Contract Administrator that such insurance policy required is canceled or coverage is reduced.

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.

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to Evident.
2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement No. A5752A
PlanetBid No. VW0643**

IMPORTANT: The Agreement number and/or PlanetBid number must be included.

**STANDARD CONSULTANT AGREEMENT
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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).

Required Coverages

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

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

General Liability insurance must include without limitation:

- a. Be written on standard ISO forms or inspected and approved by the Risk Manager.
- b. Include coverage at least as broad as found in standard ISO form CG 00 01.
- c. Contractual Liability expressly including liability assumed under this contract.
- d. Severability of Interest provision.
- e. Products-Completed Operations coverage.
- f. Broad Form Property Damage liability
- g. Include Premise and Operations
- h. An endorsement covering damage to property in the care, custody, or control of the Consultant.

2. **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.

3. **Professional/Errors and Omissions Liability** with coverage shall include without limitation:

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

If the policy has a self-insured retention (SIR), it shall not exceed one hundred thousand dollars (\$100,000), unless expressly approved by Valley Water.

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

- a. Covers claims related to errors, omissions, or negligence in the delivery of professional services.
- b. Includes defense costs, settlements and judgements arising from covered claims.
- c. 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.
- d. The policy must have a retroactive date which is the same as or predates the

execution of this Agreement.

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4. Workers' Compensation and Employer's Liability Insurance

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

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

5. Cyber Liability

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

- a. 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 limited to, personally identifiable information (PII), protected health information (PHI), financial accountant 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;
- b. Costs arising from mandatory 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 (CPRCA), or other applicable privacy and data protection laws;
- c. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks and ransomware coverage.
- d. 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.
- e. Certificate of Insurance shall clearly state that the coverage is claims-made.
- f. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- g. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- h. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

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General Requirements

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

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

(**NOTE:** Additional insurance on the Certificate of Insurance is **NOT** acceptable without separate endorsement such as Form CG 20 10, CG 2033, CG 2037, CG 2038, and applicable endorsements for Waivers of Subrogation (CG 24 04) and Primary & Non-contributory (CG 20 01). Editions dated 07/04 are not acceptable.)

2. **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.
3. **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.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- 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.
5. **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.

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6. **Subconsultants:** The Consultant shall secure, maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **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.
8. **Coverage to be Occurrence Based: Except** for Professional Liability and Pollution Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against Valley Water to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation, and Pollution Liability policy described in **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.
10. **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.
11. **Non-compliance:** Valley Water reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

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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	
Cyber Liability:	A.	Limits (\$1,000,000/\$1,000,000)	
	B.	Cancellation Endorsement	

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SCHEDULE EP SCOPE OF SERVICES

1. Representatives

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

Zooley Diggory (Valley Water Project Manager)
Senior Biologist
Environmental Mitigation and Monitoring Unit
Watershed Stewardship and Planning
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2851
Email: ZDiggory@valleywater.org

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

Phone: (408) 630-2741
Email: lpорcella@valleywater.org

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

Phone: (408) 630-2990
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 Consultant's Project Manager.

Karley Rodriguez (Consultant Project Manager)
Stillwater Sciences
2855 Telegraph Avenue, Suite 400
Berkeley, CA 94705

Phone: (510) 848-8098
Email: karley@stillwatersci.com

SCHEDULE EP SCOPE OF SERVICES

- C. Consultant's Principal Officer for this Agreement is as listed below. As per the Agreement, Section Twelve, Miscellaneous Provisions, subsection 18. Notices, all notices pertaining to this Agreement must be submitted to Consultant's Principal Officer.

Megan Keever (Consultant Project Manager)
Stillwater Sciences
2855 Telegraph Avenue, Suite 400
Berkeley, CA 94705

Phone: (510) 848-8098
Email: megan@stillwatersci.com

2. Scope of Services

This Scope of Services describes the professional services to be performed by Consultant for the Valley Water's Guadalupe River Mitigation Monitoring Water Years 2026, 2027, 2028 and 2029 (Project).

3. Project Objectives

- A. Assist with mitigation monitoring for the downtown and upper Guadalupe River flood projects (two projects), and conduct associated support tasks;
- B. Perform fisheries, vegetation, and channel morphology monitoring field work;
- C. Analyze fisheries, vegetation, and channel morphology monitoring results;
- D. Prepare the annual administrative draft, draft, and final Mitigation Monitoring Report (MMR); and
- E. Attend and facilitate the annual Adaptive Management Team (AMT) meetings, and support optional MMR and AMT related tasks.

4. Project Background

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

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

- B. The Environmental Mitigation and Monitoring Unit, which is part of the Watershed Stewardship and Planning Division of Valley Water, is responsible for: managing long-term mitigation monitoring programs; three ecology-oriented, stewardship Safe Clean Water Programs (D2, D5, and D7); administering on-call biological services consultant agreements for all of Valley Water; land management and easement monitoring for mitigation lands; oversight of the plant pathogen program; providing biological subject matter expertise to support over 30 capital projects and long range planning programs; and managing the Fisheries and Aquatic Habitat Collaborative Effort (FAHCE)

SCHEDULE EP SCOPE OF SERVICES

monitoring program. The Unit provides ecological and biological expertise supporting Valley Water activities, projects, and programs to effectively manage natural resources, stewardship, and comply with environmental laws and regulations. The Unit specializes in special-status species, jurisdictional habitats, impact and habitat function assessments, avoidance and minimization measures, mitigation design and monitoring, environmental permitting and stewardship.

- C. Valley Water and the U.S. Army Corps of Engineers constructed three flood projects—lower, downtown, and upper Guadalupe River—to provide flood protection from Alviso upstream to approximately Blossom Hill Road in southern San Jose (not all reaches for the upper project have been constructed). In addition, mitigation for the downtown project was constructed on Guadalupe Creek from Almaden Expressway to Masson Dam. The mitigation monitoring program, required by the projects’ regulatory permits, was developed to assess success of the mitigation efforts and requires performing monitoring and data analysis for fisheries, vegetation, and geomorphology. Mitigation monitoring for the lower Guadalupe River project is completed, therefore, this request is for the downtown and upper projects only, which may be referred to as the Downtown Project and Upper Guadalupe River Project (UGRP). See “Project, Reach and Monitoring Locations” (RFP Reference Materials No. 3) for additional detail.
- D. Mitigation monitoring and reporting is based on water year: WY 2026 began October 1, 2025 and ends September 30, 2026; WY 2027 will begin October 1, 2026 and end September 30, 2027. The contract schedule will allow for field preparation time prior to the end of WY 2026, when most WY 2026 monitoring must be completed (August to October 2026), reporting (administrative draft in February, draft in March, final in late June/early July), and AMT meeting time after the end of WY 2027 since the contract is for at least two fiscal years through June 2028.

A draft MMR is prepared annually and submitted to the AMT by March 30 for review. The AMT is Valley Water, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, National Marine Fisheries Service, San Francisco Bay Regional Water Quality Control Board, California Department of Fish and Wildlife, City of San Jose, North Santa Clara Resource Conservation District, and environmental organizations represented by the Water and Power Law Group.

The AMT reviews and comments on the draft MMR, and discusses and votes on recommendations and remedial actions at an annual meeting. Since the projects are adaptively managed by the AMT, decisions are made based on each year’s monitoring results and analysis and changes to the Mitigation and Monitoring Plans (MMPs) can occur.

- E. The downtown and upper Guadalupe River reaches are in highly urbanized areas. Many people frequent the river and adjacent riparian corridors for recreation, but also for illicit activities, and as a place to live. While most people using and living along the river pose no threat, Valley Water employees and consultant staff have been attacked by off-leash dogs at unhoused encampments, verbally threatened, and regularly encounter unhygienic water conditions in and along these reaches. The Consultant will need to use appropriate personal protective equipment while conducting fieldwork, have at least two people on all field crews, and coordinate fieldwork dates in advance with Valley Water.

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As a part of project management, the Consultant will need to coordinate fieldwork dates with Valley Water so that a reasonable effort can be made to inspect fieldwork site conditions for safety issues beforehand and, if necessary, have encampments cleared. Police escorts for field work may be requested as needed.

5. Assumptions and Requirements

A. General Assumptions and Requirements

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

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staff during the workshops will be documented by the Consultant as meeting minutes and will be included in the next revision of the documents.

- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. If requested, 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 production of deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task’s deliverables and to achieve the Project objectives of this Agreement as described in Section 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 Services.** 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.

6. Scope of Services Tasks

Task 1 - Project Management

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the not-to-exceed fees limit stated in Schedule EP, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule EP, Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.

1.1 Kickoff Meeting

Consultant will attend kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Consultant team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team members’ roles and responsibilities, describe Project procedures, and summarize scope and schedule.

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SCOPE OF SERVICES**

1.2 Meetings with Valley Water

The Consultant Project Manager must provide a brief update of the team’s work activities, the look-ahead activities, and the issues and actions that require Valley Water’s attention, in meetings or conference calls with the Valley Water Project Manager; frequency of these meetings and calls will be as directed by Valley Water but will not exceed more than five per year.

Task 1 - Deliverables

1. Meeting agendas for approximately five (1-hour) meetings or conference calls.
2. Attendance and notes for approximately five (1-hour) meetings or conference calls.

Task 1 - Assumptions

1. Project duration for Water Year (WY) 2026 is July 1, 2026 through June 30, 2027; WY 2027 is July 1, 2027 through June 30, 2028; WY 2028 is July 1, 2028 through June 30, 2029; and WY 2029 is July 1, 2029 through June 30, 2030.
2. Consultant’s Project Manager will attend and facilitate all conference calls; technical task leads and/or senior staff will participate in conference calls as needed at up to three of those meetings; one meeting per year will be in-person at Valley Water headquarters.

Task 2 - Vegetation Monitoring

- 2.1 The Consultant will monitor riparian and shaded riverine aquatic (SRA) cover mitigation as shown in Tables 1 and 2 below. SRA mitigation is riparian forest within 15 feet of the low flow channel edge. See “Project, Reach and Monitoring Locations” (RFP Reference Materials No. 3) for monitoring plot locations. Results from vegetation monitoring will be included in the corresponding WY’s MMR (see Task 3).

The Consultant will follow the methods described and data forms provided in “Vegetation Monitoring Methods” (RFP Reference Materials No. 4, . In addition, at least one photograph of characteristic and notable anomalous conditions must be taken of each monitoring location.

Consultant will analyze the data in accordance with the “Vegetation Monitoring Methods” (RFP Reference Materials No. 4), with the exception that all data entry must be done in Excel, rather than the GEMS database.

Consultant’s lead plant ecologist and Project Manager will perform quality assurance and quality control (QA/QC) of the data input and analysis. This task includes all field preparation, field work, data entry, GIS data processing, data analysis, and preparation of the associated sections of the Administrative Review Draft Mitigation Monitoring Report (MMR). Locations of giant reed and tamarisk observed during scheduled vegetation monitoring as well as the summarized list of vegetation maintenance recommendations will be relayed via email to Valley Water.

2.1.1 UGRP Reach 12 Long-term Riparian and SRA Cover monitoring (WY 2027).

Consultant will monitor Reach 12 for UGRP MMP long-term riparian and SRA Cover monitoring indicators in WY 2027. The assumed field level of effort for this monitoring is 7 plots, 3 hours per plot.

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- 2.1.2 **UGRP Reach 12 Short-term Riparian Vegetation Monitoring (WY 2028–2029).** Several UGRP Reach 12 planting areas are not achieving performance criteria and rehabilitation is being planned for implementation in WY 2027. Consultant will monitor up to 15 rehabilitated planting areas for UGRP MMP short-term riparian monitoring indicators in WY 2028 (MY 1) and WY 2029 (MY 2). The assumed field level of effort for this monitoring is 15 planting areas, 2 hours each.
- 2.1.3 **Downtown Project Riparian Rehabilitation Vegetation Monitoring (WY 2027–2029).** Consultant will monitor rehabilitated planting areas for Downtown Project MMP short-term riparian monitoring indicators in WY 2027 (Year 1), WY 2028, (Year 2), and WY 2029 (Year 3). As the size of the rehabilitated area is not yet known, no specific number of monitoring plots has been developed; as such, the assumed field level of effort for each year of monitoring is 30 hours per person.
- 2.1.4 **Aquatic Habitat Improvement Project (AHIP) Riparian and SRA Cover monitoring (WY 2027).** Two temporary access routes associated with the AHIP temporarily impacted UGRP Reach 6 riparian and SRA Cover mitigation areas and were subsequently revegetated. Consultant will monitor these areas consistent with the methods in the AHIP Monitoring Plan. The assumed field level of effort for this monitoring is 2 plots/access route locations, 3 hours per plot.

Table 1. Vegetation monitoring schedule for WYs 2027–2029.

Monitoring Component	Indicator	Downtown Project		UGRP	AHIP
		Segment 1A/B	Segment 2	Reach 12	Reach 6
Riparian Vegetation	Survival	WYs 2027, 2028, 2029	WYs 2027, 2028, 2029	WYs 2028, 2029	NA
	Health and vigor	WYs 2027, 2028, 2029	WYs 2027, 2028, 2029	WYs 2028, 2029	NA
	Natural Recruitment	WYs 2027, 2028, 2029	WYs 2027, 2028, 2029	WYs 2028, 2029	NA
	Native vegetative cover	NA	NA	WY 2027	WY 2027
	Nonnative riparian vegetative cover	NA	NA	WY 2027	WY 2027
	Qualitative assessment	NA	NA	WY 2027	NA
SRA Cover	Natural recruitment	NA	NA	WY 2027	NA
	Native SRA vegetative cover	NA	NA	NA	WY 2027
	Nonnative SRA vegetative cover	NA	NA	WY 2027	WY 2027
	Shaded stream surface and streambank	NA	NA	WY 2027	NA
	Qualitative assessment	NA	NA	WY 2027	NA

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Table 2. Short-term and long-term vegetation monitoring assumed levels of effort

Indicator – Location	Assumed Field Level of Effort*
Riparian and SRA Cover long-term indicators - UGRP	7 plots with transects, 3 hours per plot 27 planting areas for qualitative assessment
Riparian short-term indicators – Downtown Project Rehab	Extent TBD; 30 hours
Riparian short-term indicators – UGRP Rehab	15 planting areas, 2 hours each
Riparian and SRA Cover long-term indicators - AHIP	2 access routes with transects, 3 hours per route

*Two or three field staff are needed for safety and efficient data collection. Thus, cost estimates for the assumed hours above should be multiplied by two or three, plus add travel, field preparation time, and associated costs.

Task 2 - Deliverables

1. PDF of scanned field data sheets
2. Excel file of entered and checked field data, and data analysis results
3. Giant reed and tamarisk location data (as shapefiles) and vegetation management recommendations email transmittals
4. Associated sections of the Administrative Review Draft MMR (see Task 3)

Task 2 - Assumptions

1. Vegetation monitoring will be conducted between August 1st and September 30th of each water year. Consultant will coordinate closely with Valley Water to time surveys to occur shortly after unhooused encampment cleanup events and/or coordinate police escorts, if necessary.
2. If any field sites are deemed unsafe at the time of the survey despite prior coordination with Valley Water on field scheduling, additional coordination with Valley Water will occur to attempt to safely re-access the site. Any rescheduled surveys would not exceed the total estimate of required field days in Table 1.

Task 3 – Mitigation Monitoring Reports

Consultant will compile and prepare the administrative review, draft, and final versions of the WY 2026, WY 2027, WY 2028, and WY 2029 MMRs following the format of previous MMRs. See “WY 2024 MMR” (RFP Reference Materials No. 6) for an example MMR. Each MMR will include the following sections and appendices:

Executive Summary:

1. **Introduction**
2. **Monitoring Methods:** Reporting changes to established methods made during that WY’s monitoring.
3. **Monitoring Results**

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- 3.1 **Local Environmental Conditions:** this requires analysis and presentation of publicly-available rain and Guadalupe River flow data
- 3.2 **Riparian Vegetation:** from Task 2; required in WY 2027, WY 2028 and WY 2029
- 3.3 **SRA Cover:** from Task 2; required in WY 2027, WY 2028 and WY 2029
- 3.4 **Anadromous Fish Passage (Depth, Velocity, and Vertical Barriers):** from data provided by Valley Water for all WYs
- 3.5 **Anadromous Fish Occurrence:** from data provided by Valley Water for all WYs
4. **Recommendations:** Recommendations to be developed in conjunction with Valley Water staff either before or after preparation of the Administrative Review Drafts
5. **Report Preparers**
6. **References**
 - 6.1 **Appendix A – Detailed maps of the Downtown, Upper Guadalupe River, and Guadalupe Creek Project Areas showing vegetation and fisheries monitoring locations:** reach boundaries, vegetation planting and monitoring areas to be provided by Valley Water
 - 6.2 **Appendix B – Guadalupe River Project Annual Inspection Reports** – to be provided by Valley Water
 - 6.3 **Appendix C – Photo Documentation:** from Valley Water and Consultant field monitoring efforts
 - 6.4 **Appendix D – Fish Passage/Sediment Removal Documentation** – to be provided by Valley Water
 - 6.5 **Appendix E – Common and Scientific Species Names**
 - 6.6 **Appendix F – AMT Recommendations and Remedial Actions:** updates to existing table, from Task 4
 - 6.7 **Appendix G – AMT Members:** included in final MMRs only, from Task 4
 - 6.8 **Appendix H – 60-Day Memorandum of Record and Annual AMT Meeting Minutes:** included in final MMRs only, from Task 4
 - 6.9 **Appendix I – AMT Comments and Responses:** included in final MMRs only, based on comments received before and during the Task 4 AMT meeting
 - 6.10 **Appendix J – UGRP Reach 6 AHIP Monitoring:** from data provided by Valley Water

The MMRs will be clearly and concisely written, as appropriate to the technical nature of the work, edited for grammar and errors, and include all the applicable results and data

SCHEDULE EP SCOPE OF SERVICES

analyses prior to submittal to Valley Water.

Task 3 - Deliverables

1. Administrative Review Draft of MMRs and appendices in Word to Valley Water via FTP site or similar file-sharing system, by February 1st for each calendar year.
2. Draft MMRs and appendices, incorporating Valley Water comments, in Word to the AMT via FTP site or similar file-sharing system, by March 30th for each calendar year.
3. Administrative Review Final MMRs and appendices incorporating agreed-upon Guadalupe River Project AMT comments to Valley Water 40 calendar days after the AMT annual meetings.
4. Final MMRs and appendices incorporating agreed-upon AMT comments in PDF to the AMT via FTP site or similar file-sharing system, and in Word to Valley Water via email, by 60 calendar days after the AMT annual meetings.

Task 3 - Assumptions

1. Valley Water will provide Consultant with required information for MMRs with minimal support/editing required from Consultant staff. Valley Water provides figures/graphics/appendices for their sections/appendices that are ready to incorporate into the combined report draft (i.e., no new figures will be created by Consultant under this task for sections provided by Valley Water). Valley Water will only provide ArcGIS shapefiles of reach boundaries, vegetation planting and monitoring areas for Appendix A. Aerial photographs and all other graphics to be provided by Consultant.
2. Recommendations discussed in the MMRs will be developed in conjunction with Valley Water staff during the preparation of the Administrative Draft.
3. Valley Water will provide single set of comments (preferably in electronic format, i.e., using track-changes) on Administrative Draft within 30 days of receipt to be incorporated into the Draft for the AMT. A single review and revision cycle will be conducted to produce the Administrative Draft.
4. AMT will provide multiple sets of comments on Draft MMRs. A single review and revision cycle will be conducted to produce the final MMRs.

Task 4 - Adaptive Management Team Meeting

Consultant and/or its subconsultant will provide professional facilitation services for the annual AMT meeting including running the meeting, and recording meeting minutes and outcomes. Consultant's professional facilitator, Project Manager and/or senior ecologists will attend the annual AMT meeting. The meeting is one full day; it is usually held the first week of May. The meeting typically includes a field visit before the office-based meeting. Valley Water will secure vehicle transportation for the field portion of the meeting and a suitable meeting location. The office portion of the meeting is usually held at Valley Water's main campus at 5750 Almaden Expressway, San Jose, California. The meeting could be held remotely online. For this task, Consultant and/or its subconsultant, will:

- 4.1** Prepare draft and final agenda for the annual AMT meeting.
- 4.2** Provide a draft response to AMT comments submitted prior to the annual AMT meeting.
- 4.3** Participate in a preparation annual AMT meeting with Valley Water.

SCHEDULE EP SCOPE OF SERVICES

- 4.4** Attend the field and office portions of the annual AMT meeting; Consultant must be prepared to lead formal presentations of monitoring methods and results and answer AMT questions.
- 4.5** Provide professional facilitation services for the annual AMT meeting, including recording meeting minutes and outcomes.
- 4.6** Prepare draft and final meeting notes and/or a key outcomes memorandum.

Task 4 - Deliverables

- 1. Draft meeting agenda one month in advance of the annual AMT meeting
- 2. Draft responses to AMT comments prior to annual AMT meeting
- 3. Final meeting agenda within one week of receiving Valley Water comments on the draft agenda and response to AMT comments
- 4. Draft meeting notes within one week of the last day of the annual AMT meeting
- 5. Final meeting notes and/or key outcomes memorandum within one week of receiving Valley Water comments on the draft
- 6. 60-Day Memorandum of Record and Annual AMT Meeting Minutes provided as an appendix of the final MMR

Task 4 - Assumptions

- 1. Final meeting minutes will incorporate AMT participant's comments that are reflective of discussion during the meeting to the extent practical.
- 2. Consultant will prepare the 60-Day Memorandum for an appendix of the final MMRs under this task budget.
- 3. Valley Water will provide electronic comments on the draft meeting agendas, minutes, and 60-day Memorandum within one week of receipt in a single MS Word document.
- 4. Up to two technical leads and one notetaker will attend the annual AMT meeting in San Jose.

Task 5 Supplemental Services

Valley Water may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, Consultant must receive an approved Task Order issued by Valley Water and executed by both Parties. Specific services include, but not limited to:

- 5.1 AMT Specific Action Items and Other Services.** Consultant shall provide optional services at Valley Water direction that may include, but not be limited to, assistance with AMT tasks such as: specialized field studies that are within the context of this contract, assisting with implementation of AMT recommendations, participation in additional meetings, reprographic services, and additional tasks within the context of this contract as requested by the Valley Water Project Manager. Consultant assumes approximately 145 hours of staff time per WY.
- 5.2 Fisheries Support.** Consultant will provide up to 160 hours of support by qualified fisheries biologist(s) per WY. The fisheries biologist(s) may assist Valley Water field crews with electrofishing surveys in the Guadalupe River watershed; reviewing Vaki Riverwater video to document fish passage in the Guadalupe River watershed;

SCHEDULE EP SCOPE OF SERVICES

assessing fish passage conditions in the Downtown Project reaches during the fish migration period; and/or and other fisheries monitoring tasks as needed.

- 5.3 Channel Bottom Stability Monitoring (High Flow).** In 2019, the AMT voted to suspend channel bottom stability monitoring in the Guadalupe River until a flood event greater than 8,000 cubic feet per second (cfs), the approximate 10-year recurrence flow. If such a flow occurs, the reach will need to be re-surveyed using the “Riffle Crest Survey Methods” (RFP Reference Materials No. 5) to inform impacts to channel stability, fish passage, SRA Cover, and flood conveyance.

5.3.1 Channel Bottom Stability Monitoring (High Flow) Deliverables

1. Riffle crest survey GIS data.
2. Associated sections of the Administrative Draft MMR survey results appendix.

5.3.2 Channel Bottom Stability Monitoring (High Flow) Assumptions

1. A total of two 10-hour field days for a two-person field crew are assumed to be necessary to complete channel bottom stability monitoring, if activated.
2. Riffle crest surveys will be completed prior to the end of the water year.

5.4 Downtown Project Nonnative Tree and Shrub Inventory and Rehabilitation Plan

AMT Recommendation 160, which achieved consensus in WY 2022, called for the development of a workplan for removal of nonnative or invasive trees and woody shrubs in the Guadalupe River Project and mitigation reaches where it would facilitate the achievement of MOs. The Consultant will collect the information necessary (as defined below) for a contractor to bid on and implement the removal work, as well as prepare the Lake and Streambed Alteration Agreement (LSAA) permit application for the removal work. In addition, the Consultant will prepare a conceptual rehabilitation plan to be implemented by SJCC.

In WY 2026, Consultant will conduct a nonnative tree and shrub inventory throughout all riparian mitigation areas in the Downtown Project (i.e., Segments 1A, 1B, and 2). The location and species of all nonnative trees and woody shrubs will be collected; diameter at breast height (DBH) will be collected for nonnative trees with a DBH of 4” or greater, as this information will be required for the permit application. The inventory will also include the location and species of recruits, seedlings and saplings with a DBH less than 4” to inform removal work. Inventoried trees will be mapped during the initial survey to support permit development, with a follow-up flagging survey scheduled closer to planned removal dates. Results of the inventory will be reported in a brief Technical Memorandum, which will inform Valley Water discussions and planning for the rehabilitation plan. A GIS database indicating inventoried tree and shrub locations and informal maps will also be provided.

In addition, Consultant will develop a conceptual rehabilitation plan for Segments 1A, 1B and 2, including infill plantings of native trees and shrubs, which can be appended to the WY 2026 MMR. The rehabilitation plan will include planting plan figures (i.e., GIS-based maps, no plansets) which show the planting areas, as well as illustrative examples of planting layout by species. A planting schedule will be provided to facilitate planning and

SCHEDULE EP SCOPE OF SERVICES

ordering of nursery plants. Consultant will support Valley Water with the preparation of an LSAA for Downtown Project nonnative tree removal and infill plantings.

5.4.1 Downtown Project Nonnative Tree Inventory and Rehabilitation Plan Deliverables

1. Brief Technical Memorandum with results of the nonnative tree and shrub inventory.
2. GIS database with locations, species, and sizes of nonnative trees and shrubs in Segments 1A, 1B and 2.
3. Conceptual Rehabilitation Plan.
4. LSAA permit application.

5.4.2 Downtown Project Nonnative Tree Inventory and Rehabilitation Plan Assumptions

1. Nonnative tree inventory will not exceed 4 days in the field for 2 people.
2. Follow-up flagging surveys will not exceed 2 days in the field for 2 people.
3. Conceptual Rehabilitation Plan includes an Administrative Draft, Agency Draft, and Final. Effort assumes the nonnative inventory will provide sufficient data on areas requiring rehabilitation and no additional fieldwork will be required.
4. No engineering/CADD support will be required to support the Conceptual Rehabilitation Plan. Example planting layouts will be illustrative.
5. Any data required by the LSAA permit application beyond the nonnative tree and shrub locations inventoried as part of this task will be provided by Valley Water.
6. Valley Water will be responsible for any fees associated with permit applications.

5.5 Additional Services. Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for any quantity of tasks and deliverables beyond those stated in Tasks 1 through 4 as Task 5 Supplemental Services, to include but not be limited to:

- 5.6.1 Additional meetings;
- 5.6.2 Additional time allotted for meetings;
- 5.6.3 Additional status/progress reports;
- 5.6.4 Additional telephone conference calls;
- 5.6.5 Additional pages or copies of technical memorandums, plans, reports, drawings and specifications; and
- 5.6.6 Additional public outreach visual materials.

6. Attachments

The following Standard Consultant Agreement 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

**SCHEDULE EP
ATTACHMENT ONE
FEES AND PAYMENTS**

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$1,063,284** (Not-to-Exceed Fees or NTE). Under no conditions will the total compensation to Consultant exceed NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water’s Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown

The NTE total compensation of this Agreement consists of the task fee and other direct costs breakdowns that follows. No services will be performed or fees paid by Valley Water to Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

COST BREAKDOWN

TASK		LABOR COSTS	OTHER DIRECT COSTS	TOTAL COSTS
1	Project Management	\$80,676	\$1,560	\$82,236
2	Vegetation Monitoring	\$220,278	\$19,950	\$240,228
3	Mitigating Monitoring Reports	\$183,497	\$0	\$183,497
4	Adaptive Management Team Meeting	\$146,407	\$1,920	\$148,327
5	Supplemental Services	\$390,425	\$18,570	\$408,995
TOTAL NOT-TO-EXCEED COST		\$1,021,284	\$42,000	\$1,063,284

**SCHEDULE EP
ATTACHMENT ONE
FEES AND PAYMENTS**

OTHER DIRECT COSTS (ODC)

DESCRIPTION OF SERVICE, PRODUCT OR EXPENSE	UNIT PRICE	NUMBER OF UNITS	TOTAL COST
TRAVEL: Full Sized SUV plus fuel (per day)	\$150.00	95	\$14,250.00
LODGING: per person, per day	\$200.00	65	\$13,000.00
MEALS: per person, per day (overnight)	\$90.00	86	\$7,740.00
MEALS: per person, per day (no overnight)	\$20.00	16	\$320.00
EQUIPMENT: Tablet Field Data Collector (daily)	\$15.00	61	\$915.00
EQUIPMENT: Camera Digital waterproof (daily)	\$15.00	59	\$885.00
EQUIPMENT: Rangefinder (daily)	\$15.00	12	\$180.00
EQUIPMENT: Survey monumenting supplies	\$1.00	50	\$50.00
EQUIPMENT: Waders (daily)	\$10.00	6	\$60.00
EQUIPMENT: GPS Geode sub-meter antenna	\$100.00	19	\$1,900.00
EQUIPMENT: Survey Package Robotic Total Station	\$300.00	3	\$900.00
EQUIPMENT: GPS RTK GNSS Survey Package (daily)	\$600.00	3	\$1,800.00
STILLWATER ODC COST:	-	475	\$42,000.00
SUBCONTRACTOR COST:			
Kearns & West facilitation services		n/a	\$33,111.94
Total Other Direct Costs (ODC)			\$75,111.94

**SCHEDULE EP
ATTACHMENT ONE
FEES AND PAYMENTS**

LABOR COSTS

STAFF CLASSIFICATION	HOURLY RATE	NUMBER OF HOURS					TOTAL HOURS	TOTAL LABOR COST
		TASK 1	TASK 2	TASK 3	TASK 4	TASK 5		
Principal-in-charge	\$280.12	42	10	65	122	122	361	\$108,559.24
Senior Scientist/Engineer	\$219.36	146	218	178	174	307	1,023	\$239,645.16
Associate Scientist/Engineer	\$196.12	12	0	10	0	29	51	\$10,948.60
Assistant Scientist/Engineer	\$174.24	138	217	321	172	577	1,1425	\$264,299.06
Scientist II	\$156.16	0	0	39	8	119	166	\$27,504.20
Scientist I	\$143.44	0	189	126	0	732	1,047	\$160,587.48
Senior Technician II	\$126.12	48	450	245	0	278	1,021	\$137,499.40
Senior Technician I	\$110.80	0	272	20	0	36	328	\$39,128.80
TOTAL LABOR COST (STILLWATER – excluding subconsultant Kearn & West labor)							5,422	\$988,171.94

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**SCHEDULE EP
ATTACHMENT ONE
FEES AND PAYMENTS**

3. Terms and Conditions

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

- 1) Valley Water will pay for Services provided by Consultant according to the schedule of rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- 2) The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by 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 2.5%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by Valley Water's Deputy Operating Officer.

B. Reimbursable Expenses

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies. These other direct expenses as approved by Valley Water Project Manager 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 receipts for each other direct expense item(s) with monthly invoices submitted. No markup will be applied to reimbursable expenses, either by Consultant or by its subconsultants, subcontractors, or vendors. Consultant shall provide invoices for all such services regardless of cost. No markup will be applied to reimbursable expenses, either by Consultant or by its subconsultants.
- 2) Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. All equipment purchased on behalf of Valley Water and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
- 3) Necessary 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 written 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

**SCHEDULE EP
ATTACHMENT ONE
FEES AND PAYMENTS**

travel is required, Valley Water will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from Valley Water Project Manager (VWPM) for a different type of vehicle.

- 4) No markup will apply to Consultant to manage Subconsultants, subcontractors and vendors, including lab services.
- 5) For staff with rates exceeding the rate of \$[RATE LIMIT]/hr, Consultant must obtain written approval from the 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]

HOURLY/UNIT RATE TABLE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: Stillwater Sciences	
Principal-in-charge	\$280.12
Principal Scientist/Engineer	\$244.92
Senior Scientist/Engineer	\$219.36
Associate Scientist/Engineer	\$196.12
Assistant Scientist/Engineer	\$174.24
Scientist II	\$156.16
Scientist I	\$143.44
Senior Technician II	\$126.12
Senior Technician I	\$110.80
Technician/Administrative	\$88.44
Subconsultant: Kearn & West	
Vice President	\$275.98
Associate	\$157.13
Project Coordinator	\$132.75

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**SCHEDULE EP
ATTACHMENT TWO
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires upon the conclusion of all duties and obligations relating to the 2029 Water Year, including Valley Water’s payment obligations to Consultant, unless, prior to its expiration, its term is modified by a written amendment hereto, and signed by both Parties. Notwithstanding the foregoing, Valley Water may terminate the Agreement pursuant to Section 7 of this Agreement.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant’s performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	48
2	Vegetation Monitoring	36
3	Mitigating Monitoring Reports	48
4	Adaptive Management Team Meeting	48
5	Supplemental Services	48

**SCHEDULE EP
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
Karley Rodriguez		Project manager, senior riparian ecologist/GIS analyst	2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 510-848-8098 x103 karley@stillwatersci.com
Megan Keever		Project oversight and senior reviewer, senior botanist	2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 510-848-8098 x131 megan@stillwatersci.com
Ethan Bell		Senior fisheries biologist	895 Napa Street, Suite B-3 Morro Bay, CA 93442 (805) 570-7499 x501 ethan@stillwatersci.com
Ian Pryor		Senior geomorphologist	850 G Street, Suite K Arcata, CA 95521 707-822-9607 x232 ian@stillwatersci.com

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

Firm	Project Role	Contact Information
Kearns & West	Facilitation support	233 Sansome Street, Suite 400 San Francisco, CA 94104 415-697-0570

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**SCHEDULE EP
ATTACHMENT FOUR
REFERENCE MATERIALS**

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
	FTP Link to Reference Materials No. 3, 4, 5, and 6 https://fta.valleywater.org/fl/GtypffXqydxj
3	Project, Reach and Monitoring Locations
4	Vegetation Monitoring Methods
5	Riffle Crest Survey Methods
6	WY 2024 MMR

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