



# TECHNICAL SUPPORT AGREEMENT

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and NATIONAL WATER RESEARCH INSTITUTE, a California joint powers authority (Contractor), individually the Party or collectively the Parties.

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

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

## SECTION ONE

### SCOPE OF SERVICES

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

## SECTION TWO

### DUTIES OF CONTRACTOR

#### 1. Performance

- A. Each Scope of Services described in an attached Schedule(s) must be performed by Contractor, or at its direction, to meet the purposes specified in this Agreement. References to "Contractor" herein include those performing any portion of the Services at its direction such as SubContractors, vendors, suppliers, subcontractors, and other business entities and individuals. Contractor 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 Contractor'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, Contractor must perform services and provide all deliverables as required.
- C. Contractor 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.

#### 2. Contractor Controlled Areas – [NOT USED]

#### 3. Licensing – [NOT USED]

#### **4. Valley Water's Approval of Deliverables**

Deliverables prepared by Contractor, 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 – [NOT USED]**

#### **6. Valley Water Standardization Requirements**

Contractor shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices. Contractor shall use Microsoft Office software that is compatible with Valley Water Microsoft Office software used at the time(s) Valley Water issues a Notice-to-Proceed (NTP) pursuant to this Agreement.

#### **7. Contractor Key Staff and Subcontractors**

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

- 1) Valley Water's authorized representatives may approve any revisions to Contractor's list of authorized Subcontractors when the Subcontractor is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Contractor; such approval will be confirmed in writing.
- 2) Valley Water's authorized representative may approve any revisions to Contractor's list of authorized Subcontractors when a listed Subcontractor is replaced (to perform the same Scope) or a new Subcontractor 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. Contractor'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 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, Contractor shall promptly notify Valley Water.
- B. Contractor shall provide, at Valley Water's request, documentation demonstrating Contractor'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 Contractor regarding such compliance.
- C. Contractor represents and warrants that neither Contractor 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

Contractor 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. Contractor shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.

### 10. Contractor as Independent Contractor

Contractor will perform all services as an independent contractor and not an agent or employee of Valley Water. Contractor represents and warrants that it and its subcontractors who are performing any of the Services will perform such services as an independent contractor, and neither Contractor nor Subcontractors 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 Contractor, its employees, agents, or Subcontractors.

## **11. Standard of Care**

- A. Contractor must possess and maintain during the term of this Agreement, all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Contractor 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 Contractor's area of specialty in the State of California at the time such services are rendered.
- B. Contractor shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Contractor, subsection 8, Compliance with All Laws.
- C. Contractor and its SubContractors 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 Contractor, subsection 8, Compliance with All Laws.
- D. Contractor warrants that: all work under this Agreement shall be Contractor's original work and none of the services or inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Contractor); and Contractor has the full right to allow it to provide Valley Water with the assignments and rights provided for herein.

## **SECTION THREE**

### **DUTIES OF VALLEY WATER**

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

Valley Water will make available to Contractor 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 Contractor in obtaining such information from other agencies and individuals as it deems necessary. Valley Water is not responsible for providing data and information that it does not possess.

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

- A. Valley Water will designate a Project Manager (Valley Water Project Manager or Authorized Representatives) for purposes of administering and managing this Agreement.
- B. Contractor's progress in completing the Services will be reviewed by Valley Water's Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.

- C. Contractor 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 Contractor that Valley Water accepts the deliverable, or (2) notify the Contractor that the deliverable is not acceptable and must be revised.
- D. If Valley Water advises Contractor that a deliverable must be revised due to errors or omissions by the Contractor, Contractor 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 Contractor if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Contractor 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 Contractor 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 Contractor'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 Contractor to perform the Services.

## **SECTION FOUR**

### **FEES AND PAYMENTS**

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

- A. Payment for all Services performed by Contractor to the satisfaction of Valley Water, as described in the Schedule(s) will be based on fees stated in the Schedule, Attachment, Fees and Payments. Valley Water will make payments to Contractor according to the terms provided for therein. Payments made by Valley Water to Contractor for Services rendered will be considered full compensation for all personnel, materials, supplies, SubContractor(s), equipment, and reimbursable expenses, incurred by the Contractor 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 fees attributed to that reduced or eliminated task may be allocated 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 Service (IRS) rate. Valley Water will not reimburse Contractor nor its SubContractors 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 Contractor and its SubContractors for mileage incurred from Valley Water Headquarters or Contractor's and SubContractors' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

## **2. Contractor Invoices**

- A. Contractor's invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
  - 1) Summary of the amount Contractor has been billed by their subcontractors 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 will follow the cost breakdown schedule, and
  - 8) To the extent that the Contractor is adding an administrative, processing, overhead or mark-up fee, Valley Water will not pay for such duplication of costs for both the Contractor and its Subcontractors.
- B. Before submitting invoices, a draft invoice (in Adobe PDF format) will be provided in electronic format by the Contractor for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Contractor 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 Contractor.

C. Each invoice must include a 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 Contractor's progress and performance towards completion of the Services.

1) The progress report shall include:

- a. A summary of of the tasks and deliverables completed to date and assessment of progress relative to schedule;
- b. A brief description of remaining work to complete the Services
- c. Anticipated changes to schope, schedule or budget; and
- d. Any changes in Contractor stadd or Subcontractors.

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

E. Contractor shall email all invoices to: [APinvoice5750@valleywater.org](mailto: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 progress report, Contractor must also ensure that each invoice and corresponding attachments contain the following information:

- 1) Agreement Number;
- 2) Full Legal Name of Contractor/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; and

- 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. Contractor shall invoice for its performance of the Services consistent with the task fee breakdown stated in the Schedule, Attachment, Fees and Payments, which applies to the specific Scope of Services.
- H. Valley Water Project Manager will review Contractor's written invoice within five Valley Water business days of receipt, address any questions with Contractor'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's 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 Contractor pursuant to this Agreement is subject to a bona fide dispute between the Parties, within 30 calendar days of Contractor's submission of an invoice in which a disputed amount is included, Valley Water will notify Contractor in writing of the specific items in dispute, and will describe Valley Water's reason(s) for disputing each such item.
  - 2) Contractor 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 Contractor and Valley Water Project Manager within 30 calendar days of Contractor receiving Valley Water's written notice of dispute, Contractor and Valley Water will attempt to resolve the Dispute pursuant to Appendix Two, Dispute Resolution.
- J. Contractor shall ensure that all personnel performing Services pursuant to this Agreement document their time doing so.
3. **Prevailing Wages – [NOT USED]**
4. **Retention – [NOT USED]**

## **SECTION FIVE**

### **SCHEDULE OF COMPLETION**

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

Contractor 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**

Contractor will perform and complete the services described in the Scope of Service in accordance with the Project Schedule table (Project Schedule) as stated in Schedule, Attachment Two, Schedule of Completion. Contractor 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**

Contractor 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, Contractor 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 Contractor is delayed in performance of its services by circumstances beyond its control, District may, at its discretion grant, a reasonable adjustment in the Project Schedule.

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

Valley Water's Project Manager and Contractor may agree to modify the Project Schedule specified for Contractor'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 Contractor is responsible to perform within the time limits and Not-to-Exceed Fees set forth herein. Contractor 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 Contractor, 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 Contractor, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Contractor will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Contractor will be compensated as set forth in Section Seven, Term and Termination, subsection 3, Contractor's Compensation upon Termination or Suspension.
- C. **Termination for Breach:** If Contractor violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Contractor 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 Contractor of such termination. Such notice will specify the effective date thereof, and Contractor 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 Contractor did not breach the Agreement or Task Order, the termination will be deemed to have been implemented for Valley Water's convenience, and Contractor 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. Contractor'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, Contractor shall receive compensation based on satisfactory performance, accepted by Valley Water, as follows:

- A. **For Direct Labor:** Contractor shall be entitled to receive compensation for all authorized direct labor performed prior to termination or suspension 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 or suspension;
- B. **For Other Direct Costs and Expenses:** Contractor shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination or suspension and all authorized expenses incurred to demobilize from the Project after the date of termination or suspension; 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 Contractor representations and warranties.

### **SECTION EIGHT**

#### **INDEMNIFICATION**

1. Notwithstanding any other provision of this Agreement, Contractor 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 Contractor's negligence, recklessness, or willful misconduct.
2. The foregoing does not limit any strict liability imposed on the Contractor 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 Contractor Agreement, Appendix Four, Insurance Requirements. Contractor 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 Contractor Agreement, Appendix Four, Insurance Requirements, and comply with all provisions stated therein.

### **SECTION TEN**

#### **OWNERSHIP AND REUSE OF DELIVERABLE**

##### **1. Valley Water Ownership**

All Valley-Water specific deliverables and other materials prepared by Contractor, including computer programs and media developed by the Contractor, to perform the Services, during the term of this Agreement, will be and remain the property of Valley Water following

payment in full to Contractor 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. Contractor will provide Valley Water with such deliverables and material at appropriate times during this Agreement.

Any and all general CalVal guidance documentation developed by Contractor and subcontractors for general use by California water agencies engaging in potable reuse projects shall, as applicable, either remain the property of Contractor or be considered in the public domain for use by all.

Contractor 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.

Valley Water and participating project funders shall have a non-exclusive, royalty-free, perpetual license to use and reproduce, and rely upon the deliverables for Project-related purposes.

## **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 Contractor, Valley Water will release Contractor 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 Contractor 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 the computer-generated material will be at the user's sole risk, and no representations are made, either express or implied, as to the long-term performance of data thus transferred.

## **5. Work for Hire**

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

## **6. Copyright Claims**

Co-venturers, subcontractors, suppliers, and vendors to Contractor 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 Contractor.

## **SECTION ELEVEN**

### **EQUAL OPPORTUNITY**

#### **1. Equal Opportunity Employer**

Valley Water is an equal opportunity employer and requires its contractors to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Contractor 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**

Contractor'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**

Contractor 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. Contractor must conduct a fair, prompt, and thorough investigation of all allegations directed to Contractor by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Contractor 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 an Agreement between the Parties requires accomplishment of the following, as applicable:
  - 1) Execution of the Agreement by Contractor;
  - 2) Submission by the Contractor, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;
  - 3) Submission by the Contractor, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;
  - 4) Submission by the Contractor, 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 Contractor, 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 Contractor are material considerations for Valley Water's award and execution of this Agreement. Contractor will not assign or transfer any interest in this Agreement nor the performance of any of Contractor 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 Contractor from its duties and responsibilities as described in this Agreement nor shall the Contractor 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**

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

#### **6. Audits**

Contractor agrees that Valley Water and its agent(s) have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor 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 Contractor's services, for the purpose of determining compliance with this Agreement. Contractor 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 Contractor will provide pursuant to this Agreement, there may be disclosures made to Contractor 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. Contractor understands and acknowledges that Valley Water staff members providing information to the Contractor do so with the understanding that such information will be handled appropriately.
- C. In the event Contractor receives such restricted or confidential information, Contractor will limit access to the information to only those of Contractor's employees, its subcontractors and its Subcontractors authorized by Valley Water to have the information.
- D. Contractor 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, Contractor, and its SubContractors 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

Contractor shall not disclose specific Valley Water Project information to the media or any third party without prior written approval from Valley Water; provided, however, Contractor may share CalVal project and research information with authorized Project funders and their representatives, for Project-related purposes and subject to applicable confidentiality requirements.

## 12. Conflict of Interest

- A. Contractor represents that, to the best of its knowledge, it does not know of any actual or potential conflict of interest concerning providing the services to be performed pursuant to this Agreement.
- B. Contractor represents that Contractor'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. Contractor will not bring to Valley Water, or use in the performance of Contractor's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Contractor has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Contractor represents and warrants that during the term of the Agreement, Contractor, Contractor's parent company, Contractor's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Contractor, shall not act as a Contractor or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.

## 13. Task Orders

- A. Some tasks and Services may be assigned to the Contractor through issuance of Task Orders. After the tasks and Services are identified and communicated to the Contractor by Valley Water Project Manager, Contractor will prepare a proposed Task Order (see Standard Contractor 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 Contractor 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. Contractor 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 Contractor Agreement, Appendix One, Additional Legal Terms, and Contractor's authorized representative.

C. Contractor 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.

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

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

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

Unless otherwise expressly stated herein or in an executed Task Order, Contractor 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. Contractor 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, Contractor shall promptly so inform Valley Water and assist Valley Water in obtaining such permits or approvals.

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

Contractor has full and exclusive liability for the payment of, and Contractor 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 Contractor for the performance of Services pursuant to this Agreement.

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

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

#### **18. No Third-Party Beneficiaries**

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

**19. Severability**

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

**20. Debt Limitation**

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

**21. Notices**

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

VALLEY WATER:

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

CONTRACTOR:

Contractor Principal Officer, as listed in Section 1. Representatives, of the attached Schedule(s), Scope of Services.

**22. Appendices**

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

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

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

Schedule [A-GEN, S], Scope of Services, and its Attachments, 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 - Contractor's Key Staff and SubContractors
- Attachment Four - Reference Materials

*(SIGNATURES FOLLOW ON NEXT PAGE)*


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

**SANTA CLARA VALLEY WATER DISTRICT**

**NATIONAL WATER RESEARCH INSTITUTE**

By: \_\_\_\_\_  
Melaine Richardson P.E.  
Interim Chief Executive Officer

By:  \_\_\_\_\_  
Kevin Hardy  
Executive Director

Date: June 23, 2026

Date: 5/19/26

Contractor's Address:  
18700 Ward Street  
Fountain Valley, CA 92708

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**APPENDIX ONE  
ADDITIONAL LEGAL TERMS**

**1. Dispute Resolution**

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

**2. Small Business Enterprise (SBE) Outreach Program Participation – [NOT USED]**

**3. 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 \$ . **[NOT USED]**

## **APPENDIX TWO DISPUTE RESOLUTION**

### **1. Contractor's Questions and Concerns**

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

### **2. Dispute Resolution**

#### **A. Alternate Dispute Resolution**

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

B. Contractor and its Subcontractors are expected to participate in all ADR efforts.

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

### **3. Negotiations Before and During Mediation**

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

### **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.

#### **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.

## **APPENDIX TWO DISPUTE RESOLUTION**

- 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.

### **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.

## APPENDIX TWO DISPUTE RESOLUTION

- 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 any confidential information disclosed 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
  - 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.

## **APPENDIX TWO DISPUTE RESOLUTION**

### **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 Contractor nor Valley Water is entitled to compensation for time spent in or for negotiations or mediation to resolve questions or disputes between Contractor and Valley Water arising out of this Agreement.

**APPENDIX THREE  
TASK ORDER TEMPLATE**

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

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

Agreement: Standard Contractor Agreement \_\_\_\_\_ (“Agreement”) Between the Santa Clara Valley Water District (“Valley Water”) and \_\_\_\_\_ (“Contractor”), dated \_\_\_\_\_.

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

Contractor: \_\_\_\_\_

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

1. Upon full execution of this Task Order No. \_\_\_\_\_, as set forth in the Standard Contractor Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Contractor is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Contractor 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 Contractor 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 Contractor to complete the Services, including estimated number of hours required to perform the Services assigned to each Contractor classification;
  - C. Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
  - D. The distribution detail for each service, direct cost, and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and
  - E. Project schedule for completing the Scope of Services.
3. Contractor shall be compensated at fees established in Schedule [A-GEN], Attachment One, Fees and Payments, of the Agreement. Contractor agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
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 June 30, 2027.

**APPENDIX THREE  
TASK ORDER TEMPLATE**

- 5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Contractor previously provided the appropriate permits to Valley Water.
- 6. Contractor 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]**

8. Signatures:

Signature:

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

\_\_\_\_\_  
DATE

Signature:

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

\_\_\_\_\_  
DATE

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**STANDARD CONTRACTOR AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

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

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

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

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

**1. Certificates of Insurance**

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

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

The certificates will:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Contract No. C0XXX**

**IMPORTANT: The Contract Number must be included.**

- D. In the Description of Operations/Locations/Vehicles/Special Items Box:
  - 1. Certificate Holder shall be named as Additional Insured, and any other policy

**STANDARD CONTRACTOR AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

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

2. **Maintenance of Insurance**

If Contractor 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 Contractor to suspend all Contractor's work at Contractor's expense until a new policy of insurance is in effect.

3. **Renewal of Insurance**

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

The Contractor shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Contract No. C0XXX**

**IMPORTANT: The Contract Number must be included.**

4. **Required Coverages**

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

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

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

General Liability insurance must include without limitation:

1. Be written on standard ISO forms or inspected and approved by the Risk Manager.
2. Include coverage at least as broad as found in standard ISO form CG 00 01.
3. Contractual Liability expressly including liability assumed under this contract.

**STANDARD CONTRACTOR AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

4. Severability of Interest provision.
5. Products-Completed Operations coverage.
6. Broad Form Property Damage liability
7. Include Premise and Operations
8. An endorsement covering damage to property in the care, custody, or control of the Contractor.

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

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

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

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

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

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

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

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

**D. 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.

**E. Cyber Liability Insurance [Not Used]**

**STANDARD CONTRACTOR AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

5. **General Requirements**

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

- A. **Additional Insured Endorsement(s)**: Contractor 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 Contractor will be notified of such requirement(s) by Valley Water. This section does not apply to the Workers' Compensation, Cyber Liability, and Professional Liability policies.

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

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

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

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

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

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

- F. **Subcontractors**: The Contractor shall secure, maintain or shall be responsible for ensuring that all subContractors performing the Contract Services secure and maintain

**STANDARD CONTRACTOR AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.

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

**STANDARD CONTRACTOR AGREEMENT  
APPENDIX FOUR  
INSURANCE REQUIREMENTS**

**CHECK LIST OF DOCUMENTS NEEDED**

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

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**SCHEDULE A-GEN  
SCOPE OF SERVICES**

**1. Representatives**

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

Medi Sinaki, P.E. (VWPM)  
Senior Engineer  
Recycled and Purified Water Unit  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 515-3720  
Email: [msinaki@valleywater.org](mailto:msinaki@valleywater.org)

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

Phone: (408) 513-4482  
Email: [hashktorab@valleywater.org](mailto:hashktorab@valleywater.org)

Kirsten Struve  
Assistant Officer  
Water Supply Division  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118-3638

Phone: (408) 613-0566  
Email: [kstruve@valleywater.org](mailto:kstruve@valleywater.org)

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

Kevin M. Hardy  
Executive Director  
18700 Ward Street  
Fountain Valley, Ca 92708

Phone: (760) 801.9111  
Email: [khardy@nwri-usa.org](mailto:khardy@nwri-usa.org)

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

## SCHEDULE A-GEN SCOPE OF SERVICES

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

Kevin M. Hardy (Contractor Principal Officer)  
Executive Director  
18700 Ward Street  
Fountain Valley, Ca 92708

Phone: (714) 378-3278 (o) (760) 801.9111 (m)  
Email: [khardy@nwri-usa.org](mailto:khardy@nwri-usa.org)  
cc's: [jabshire@nwri-usa.org](mailto:jabshire@nwri-usa.org); [treasurer@nwri-usa.org](mailto:treasurer@nwri-usa.org)

### 2. Scope of Services

- A. This Schedule A-GEN, Scope of Services describes the professional services to be performed by Contractor for Valley Water (Project). Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Contractor for additional services.

### 3. Project Objectives

- A. The California Validation (CalVal) Project is a statewide initiative that focuses on developing uniform guidance documents to support the permitting of Direct Potable Reuse (DPR) and Indirect Potable Reuse (IPR) projects across California. These documents aim to standardize treatment performance, monitoring, and regulatory processes, helping to reduce uncertainty, project delays, and costs.

The objective of this engagement (the "Project" as used herein) is for Contractor to expedite those CalVal guidance efforts that will more quickly advance direct potable reuse projects, such as Valley Water's proposed Pure Water Silicon Valley direct potable reuse project, providing Valley Water expedited technical guidance, validation and/or regulatory testing and compliance documentation, facilitating compliance with the State Water Resources Control Board's Division of Drinking Water (DDW) regulations and directives.

- B. Contractor will lead and coordinate the CalVal project leveraging its technical expertise, established leadership role, and exclusive relationships with state regulators and potable reuse stakeholders.
- C. Contractor will complete CalVal activities without compromising project integrity, schedule or regulatory compliance.
- D. Contractor will maintain, direct, ongoing collaboration working relationships with the State Water Resources Control Board's Division of Drinking Water (DDW) personnel, California utilities, and leading potable reuse experts essential for achieving statewide regulatory alignment.
- E. Contractor may complete tasks through a subcontractor where appropriate. Where Contractor works through a subcontractor, Contractor will handle all aspects of procuring those subcontractor services.

## SCHEDULE A-GEN SCOPE OF SERVICES

### 4. Project Background

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

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

- B. The National Water Research Institute (NWRI) is Joint Powers Authority and a 501(c)(3) non-profit organization founded in 1991. NWRI partners with water utilities, regulators, and scientists to develop sustainable drinking water sources, advocate for improved water infrastructure, and promote public health through science-based practices. NWRI is a trusted entity recognized by state regulators, including the State Water Resources Control Board (State Board) and legislators. They have been designated in California's DPR regulations as a resource for assisting regulators in reviewing data and studies for DPR project permitting. In addition, NWRI has convened independent expert advisory panels to review California's proposed DPR criteria on behalf of the DDW.
- C. NWRI is currently leading the California Validation (CalVal) Initiative, which develops uniform guidance documents to support the permitting of DPR and indirect potable reuse (IPR) projects across California. Through CalVal, NWRI defines consistent operational controls, monitoring triggers, maintenance procedures, and treatment performance indicators to ensure the safety and reliability of potable reuse systems statewide.
- D. To fulfill the Valley Water Board's directive of delivering 24,000 acre-feet per year of potable reuse water by 2035, the Recycled and Purified Water Unit proposes entering into an agreement with NWRI to support the CalVal program. CalVal is essential for advancing regulatory acceptance and operational readiness for DPR in California, and its success is directly tied to the timely implementation of the Pure Water Silicon Valley (PWSV) DPR project—an essential component and cornerstone of Valley Water's long-term infrastructure strategy. Partnering with NWRI provides access to the specialized expertise, regulatory alignment, and technical validation required to meet Valley Water's critical water supply goals.

### 5. Assumptions and Requirements

#### A. General Assumptions and Requirements

- 1) **Manage Scope of services.** Contractor shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Contractor shall submit deliverables in electronic format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. Valley Water

## SCHEDULE A-GEN SCOPE OF SERVICES

may require original copies of signed documents and/or scanned (Adobe PDF) versions.

- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to Contractor 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 Contractor. The comments provided by Valley Water staff during the workshops will be documented by Contractor 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, Contractor will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide Contractor with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.
- 5) **Contractor Responsibility.** Contractor, 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.** Contractor is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by Valley Water.
- 7) **File Exchange Service.** Contractor 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 Contractor. 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. Contractor 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

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

## SCHEDULE A-GEN SCOPE OF SERVICES

- 1.2 Kickoff Meeting.** Contractor will attend kickoff meeting with Valley Water. The purpose of the kickoff meeting is to introduce key Valley Water and Contractor 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.
- 1.3 Project Design Work Plan.** Contractor will prepare a Project Design Work Plan in accordance with this Scope of Services.
- 1.4 Progress Meeting and Workshops.** Valley Water and Contractor key staff and subcontractors, as determined necessary and appropriate by Contractor, subject to VWPM approval, or at Valley Water's direction, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review, discuss and progress of the work. For each meeting or workshop, the Contractor will prepare the meeting agenda and notes and submit them for review by Valley Water.
- 1.5 Weekly Participation in CalVal Team Planning Calls and Monthly One-on-One Meetings with Valley Water.** Contractor Project Manager must provide a brief update of the team's work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention. For the One-on-One meetings, the meeting schedule will be established by Valley Water, monthly and virtually, at Valley Water's discretion and as-needed.
- 1.6 Coordination and Communication with External Agencies.** Contractor will assist the VWPM with coordination and communication with appropriate regulatory or other agencies such as but not limited to DDW, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Contractor's Project design activities as requested by Valley Water.
- 1.7 Public Outreach.** If requested, Contractor will provide support and assistance with Valley Water's public outreach activities. Such assistance may include coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the VWPM.

### Task 1 - Deliverables

1. Meetings/conference calls and technical workshop attendance and notes; frequency of meetings and/or calls will be at Valley Water's discretion.

### Task 2 – Ultraviolet Advanced Oxidation Process (UV/AOP) Research

Under this task, Contractor will manage the development of technology-specific research, guidance, and documentation for indirect potable reuse (IPR) unit processes, with a specific focus on the ultraviolet advanced oxidation process (UV/AOP). This work will be conducted as part of the CalVal Project administered by the National Water Research Institute (NWRI).

The objective of this task is to generate defensible technical information, data, and guidance relevant to the performance, validation, and regulatory acceptance of UV/AOP for potable reuse applications, and to document findings that support Valley Water's ongoing Direct Potable Reuse (DPR) planning, testing, and regulatory coordination efforts.

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

This task includes both research and technical evaluations to support technological understandings of UV AOP as it is applied to IPR and Direct Potable Reuse (DPR) implementation. Key elements include:

- Development and execution of UV/AOP research activities,
- Evaluation of treatment performance under representative operating conditions, and
- Preparation of a comprehensive Technical Memorandum summarizing results and implications for DPR applications.

Overall, the effort is intended to generate actionable data and practical insights to inform IPR and DPR system design, optimization, and regulatory coordination.

Through its participation in CalVal activities administered by the Contractor, Valley Water shall receive access to applicable technical information, data, and expertise generated under the CalVal Project related to UV/AOP, including but not limited to:

- Participation in and access to expert teams, technical panels, and subject matter specialists engaged in UV/AOP research and potable reuse applications;
- Draft and final UV/AOP validation frameworks, protocols, and research methodologies developed under the CalVal Project;
- UV/AOP-related experimental, operational, and analytical test data generated as part of the research effort;
- Interim technical summaries, presentations, and final technical reports documenting UV/AOP research findings and conclusions.

Such information may be used by Valley Water solely to support its Direct Potable Reuse (DPR) planning, testing, validation, design, and regulatory coordination activities, subject to the data use, confidentiality, and attribution provisions of this Agreement.

### **2.1 UV/AOP Research Test Plan Development**

The Contractor shall direct the CalVal Project Team to prepare a detailed UV/AOP research test plan for implementation at the designated and selected test location. The test plan shall define the scope, objectives, and technical approach for evaluating UV/AOP performance under conditions relevant to potable reuse applications. At a minimum, the UV/AOP research test plan shall include:

- Research objectives and key questions to be addressed, including relevance to DPR treatment performance and validation;
- Description of the UV/AOP system configuration, operating conditions, and control parameters to be evaluated (e.g., UV dose, oxidant type and dose, hydraulic conditions);
- Experimental design, including test phases, duration, and replication;
- Target constituents and surrogates to be evaluated (e.g., regulated and unregulated constituents, pathogens, indicators, and performance surrogates);
- Sampling locations, sampling frequency, and analytical methods;

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

- Schedule and milestones for implementation and reporting.

The draft test plan shall be provided to Valley Water for review and comment prior to finalization and implementation.

### **Task 2 - Deliverables**

Deliverables under this task shall include, at a minimum, the following:

**1. Draft UV/AOP Research Test Plan**

A detailed draft research test plan describing the proposed UV/AOP experiments, sampling program, analytical methods, QA/QC procedures, and implementation schedule, provided to Valley Water for review and comment.

**2. Final UV/AOP Research Test Plan.**

A final test plan incorporating Valley Water comments and ready for implementation at the selected test location.

**3. Interim Technical Updates (as applicable).**

Periodic summaries, brief memoranda, or presentations providing updates on test implementation, preliminary observations, and emerging issues relevant to UV/AOP performance and validation.

**4. UV/AOP Research Technical Memorandum**

A comprehensive Technical Memorandum documenting the UV/AOP research activities and findings.

**5. Supporting Technical Data and Documentation**

Access to supporting datasets, figures, tables, and related technical documentation generated under the CalVal Project relevant to UV/AOP research, subject to the Agreement's data use provisions.

### **Task 3 – Research Administration for UV/AOP Research**

Under this task, the Contractor shall direct the CalVal Project Team to conduct coordinated research and provide technical and administrative support related to ultraviolet advanced oxidation process (UV/AOP) systems to support development of the UV/AOP guidance module for potable reuse applications. Research activities will be conducted at up to three (3) selected full-scale UV/AOP facilities operating under representative potable reuse conditions.

The purpose of this task is to generate comparable, high-quality technical information across multiple facilities, ensure effective coordination and communication among participating entities, and provide Valley Water with timely insight into research progress, costs, and outcomes relevant to DPR planning and regulatory engagement.

#### **3.1 UV/AOP Research Implementation and Coordination**

Contractor will coordinate the planning, coordination, and implementation of fundamental UV/AOP research activities at three full-scale sites. Activities may include coordination with facility owners and operators, execution of approved research test plans, oversight

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

of sampling and analytical efforts, and management of data collection and quality control.

**3.2** Technical and Administrative Support Provide technical and administrative support necessary to manage UV/AOP research activities, schedules, logistics, and stakeholder/Valley Water coordination.

**3.3** Communications and Meetings

Provide advance notification (minimum 15 days) of meetings, workshops, webinars, and training events; and conduct status review meetings with Valley Water, as needed.

**3.4** Progress Reports and Cost Tracking as needed

Track UV/AOP research costs and provide cost summaries and brief progress reports to Valley Water, as requested.

### **Task 3 – Deliverables**

Deliverables under this task shall include, at a minimum, the following:

- 1. Coordinated UV/AOP Research Activities**  
Implementation and administration of UV/AOP research at up to three full-scale sites.
- 2. Meeting and Event Notifications**  
Written notification of relevant meetings, workshops, webinars, and training events at least fifteen (15) days in advance.
- 3. Status Updates**  
Brief summaries from status review meetings or written progress updates, as requested.
- 4. Cost Summaries**  
High-level summaries of total UV/AOP research costs, provided upon request.

### **Task 4 – UV/AOP Research Finding Technical Memorandum**

Under this task, the Contractor shall consolidate and analyze findings from the UV/AOP research conducted at up to three full-scale facilities to inform the development of the UV/AOP guidance module for potable reuse applications. The Technical Memorandum will summarize research methods, results, and implications for treatment performance, validation, and regulatory considerations.

This task is intended to provide Valley Water with a defensible, high-quality technical resource that can support Direct Potable Reuse (DPR) planning, testing, and regulatory coordination.

The Technical Memorandum will include, at a minimum:

**Description of Research Activities** – Summary of experiments, site conditions, UV/AOP system configurations, operating parameters, and sampling and analytical methods employed at each test site.

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

**Data Summary and Analysis** – Presentation and analysis of collected data, including treatment performance metrics, pathogen and contaminant removal, and process operational observations.

**Comparative Evaluation** – Cross-site comparisons to identify trends, performance variability, and factors influencing UV/AOP effectiveness.

**Implications for DPR** – Discussion of findings in the context of DPR treatment validation, guidance development, and regulatory compliance.

**Supporting Documentation** – Tables, figures, and datasets necessary to interpret the findings and support technical conclusions.

### **Task 4 - Deliverables**

1. **Draft UV/AOP Research Findings Technical Memorandum**  
Submitted to Valley Water for review and comment.
2. **Final UV/AOP Research Findings Technical Memorandum**  
Incorporating Valley Water feedback and ready to support DPR planning, guidance module development, and regulatory coordination efforts.

### **Task 5 – CalVal Project Management Guidance Module Developme**

Contractor shall manage and coordinate CalVal research and guidance development activities, including monthly coordination meetings. Valley Water shall participate as a contributing agency, providing input to ensure relevance to its DPR planning and regulatory coordination

#### **Membrane Filtration (MF) Guidance Module**

Using Phase 1 findings and Phase 2 workshops, Contractor shall develop the MF guidance module and prepare MF technical review materials, coordinate expert and Division of Drinking Water (DDW) workshops, draft the guidance module, and incorporate regulatory feedback. Valley Water shall have access to materials and opportunities to review and comment.

#### **Reverse Osmosis (RO) Guidance Module**

Contractor shall develop the RO guidance module based on Phase 1 findings and expert and DDW workshops. Activities include preparation of technical review materials, coordination of workshops, drafting and finalizing the guidance module, and peer review. Valley Water shall participate as appropriate and may provide technical input.

#### **5.3 Ultraviolet Advanced Oxidation Process (UV/AOP) Guidance Module**

Contractor shall develop the UV/AOP guidance module using Phase 1 findings, targeted research, and expert and DDW workshops. Activities include preparation of review materials, synthesis of research findings, drafting and finalizing the guidance module, and peer review. Valley Water participation will help ensure applicability to DPR implementation and validation.

Contractor shall prepare a project summary documenting accomplishments, costs, and key outcomes, including benefits to participating agencies such as Valley Water.

#### **Draft Guidance Modules (MF, RO, UV/AOP)**

Technical Support for the CalVal Program  
Scope of Services Template - Schedule Admin-Gen – 6/1/24  
Ver: 1/6/26

Agreement No. A5636G / PB File No. VW0623

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

A Technical review memoranda and supporting materials and summaries (expert panel and DDW engagement) and Draft guidance modules for MF, RO, and UV/AOP.

Final Guidance Modules (MF, RO, UV/AOP)

Finalized modules incorporating stakeholder, peer review, and DDW feedback and documentation of comment resolution and key regulatory considerations.

### **Task 6 - Supplemental Services**

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

**6.1 Additional Services.** Contractor will provide additional quantities of previously identified services as requested by Valley Water. Contractor will provide additional services for any quantity of tasks and deliverables beyond those stated in Task 1 through 5 as Task 6 Supplemental Services, to include but not be limited to:

- 6.1.1 Additional meetings;
- 6.1.2 Additional time allotted for meetings;
- 6.1.3 Additional status/progress reports;
- 6.1.4 Additional phone conference calls;
- 6.1.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and
- 6.1.6 Additional public outreach visual materials.

### **7. Attachments**

The following Schedule A-GEN, Scope of Services listed Attachments are incorporated herein by this reference as though set forth in full:

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

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

**1. Total Authorized Funding**

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$500,000** (Not-to-Exceed or NTE). Under no conditions will the total compensation to Contractor exceed NTE Fee payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water’s Board of Directors or designee.

**2. Cost Breakdown**

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

Amount	Description	Schedule / Timeline
\$200,000	Draft and final UV/AOP research test plans, along with periodic interim technical updates summarizing implementation progress, preliminary findings, and key observations. The work will also produce a comprehensive UV/AOP Technical Memorandum documenting research results, supported by access to underlying datasets, analyses, and technical documentation generated through the CalVal Project.	July - August 2026
\$150,000	Completion of coordinated UV/AOP research activities including implementation and administration at up to three full-scale sites, along with advance notification of relevant meetings, workshops, and training events. The effort will also provide status updates and high-level cost summaries upon request.	September - October 2026
\$150,000	Draft guidance modules for MF, RO, and UV/AOP will be developed along with supporting technical memoranda, workshop materials, and summaries of expert and DDW engagement, in parallel with a draft UV/AOP Research Findings Technical Memorandum submitted for Valley Water review and comment. Final deliverables will incorporate stakeholder and peer review feedback—including documentation of comment resolution and key regulatory considerations—and include a finalized UV/AOP Technical Memorandum to support DPR planning, guidance development, and regulatory coordination.	December 2026

\*Payment – shall be made upon completion and acceptance of agreed-upon milestones. . Valley Water will pay all undisputed invoices within thirty (30) calendar days of receipt.

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

**3. Terms and Conditions**

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

1. Valley Water will pay for Services provided by Contractor according to the Cost Breakdown

**B. Reimbursable Expenses – [NOT USED]**

**C. Prevailing Wage Requirements – [NOT USED]**

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

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

**PROJECT SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Duration From Notice to Proceed (months)</b>
1	Project Management	Duration of Agreement
2	Ultraviolet Advanced Oxidation Process (UV/AOP) Research	Duration of Agreement
3	Research Administration and UV AOP Research	Duration of Agreement
4	UV AOP Research Finding Tech Memo	Duration of Agreement
5	Supplemental Services	Duration of Agreement

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**SCHEDULE A-GEN  
ATTACHMENT THREE  
CONTRACTOR'S KEY STAFF AND SUBCONTRACTORS**

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

<b>Team Member</b>	<b>Classification</b>	<b>Project Role</b>	<b>Contact Information</b>
Kevin Hardy	Executive Director	Research project management	<a href="mailto:khardy@nwri-usa.org">khardy@nwri-usa.org</a>
Mary Collins	Project Editor	Editing and publication of deliverables	<a href="mailto:mcollins@nwri-usa.org">mcollins@nwri-usa.org</a>
Julie Abshire	Project Contoller	Accounting and invoicing	<a href="mailto:jabshire@nwri-usa.org">jabshire@nwri-usa.org</a>

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

<b>Firm</b>	<b>Project Role</b>	<b>Contact Information</b>
Carollo Engineers	Principal Investigator	Andrew Salveson <a href="mailto:asalveson@carollo.com">asalveson@carollo.com</a>
Trussell Technology	Principal Investigator	Tim Dinh <a href="mailto:timd@trusselltech.com">timd@trusselltech.com</a>

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

<b>Ref No.</b>	<b>Description</b>
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) (FC 1650)

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