



# REQUEST FOR PROPOSALS

**#RFP-2025-08**

## PROJECT: DEVELOPING A NATURE INVESTMENT FRAMEWORK AND ROADMAP

The Authority is issuing this Request for Proposals for soliciting proposals from qualified vendors to provide consulting services to develop a "Nature Investment Framework," (NIF) which would be the basis for a partnership with the business community and other stakeholders for advancing priority nature finance opportunities and mechanisms to contribute to the goals of the Authority, including restoration and stewardship.

**PROPOSALS DUE: FRIDAY, JUNE 20, 2025  
by 5PM PACIFIC STANDARD TIME**

# **Request for Proposals**

## **DEVELOPING A NATURE INVESTMENT FRAMEWORK AND ROADMAP FOR ADVANCING PRIORITY NATURE FINANCE OPPORTUNITIES AND MECHANISMS WITH THE PRIVATE SECTOR**

### **BACKGROUND & SCOPE OF WORK**

#### **PURPOSE OF REQUEST FOR PROPOSALS**

The Santa Clara Valley Open Space Authority (Authority) is soliciting proposals from qualified consultants to provide consulting services to develop a “Nature Investment Framework,” (NIF) which would be the basis for a partnership with the business community and other stakeholders to contribute to the goals of the Authority, including restoration and stewardship.

#### **BACKGROUND**

The Authority is an independent special district created on February 1, 1993, by an act of the Legislature and is governed by a seven-member elected board of directors. The Authority serves a large portion of Santa Clara County by protecting sensitive lands, preserving natural communities, and managing open space. The Authority has preserved over 28,000 acres, which include three preserves with over 26 miles of trail. Activities on the preserves include hiking, cycling, horseback riding, and nature study.

The Authority is scoping a new initiative to partner with the corporate sector and other stakeholders to secure multimillion dollar, long-term investments in the restoration and stewardship of natural and working lands in Santa Clara County and eventually beyond. We aim to collaboratively develop with the Silicon Valley corporate sector and stakeholder community a Nature Investment Framework, which will target implementation of the Authority’s conservation and restoration strategy by combining public and private funding to advance biodiversity and climate resilience on the landscapes of Santa Clara County.

The Nature Investment Framework will focus on the emerging opportunity to partner with the corporate sector and other stakeholders like neighboring cities that are focused on sustainability goals. These entities often have goals to enhance nature, which can be advanced by supporting restoration and stewardship of natural lands in Santa Clara County, thus augmenting public funding available. The NIF is envisioned to use identified Authority and regional priorities to create flexible pathways for corporate Environmental, Social, and Governance (ESG) investors and other entities like cities and private organizations to support a range of ecosystem services including carbon removal, water and flood mitigation benefits, healthy ecosystems and more. In return, corporations and other stakeholders will be able to use the measured benefits of these investments in ecosystem services towards achieving their climate and sustainability goals.

Silicon Valley companies and stakeholders are seeking a variety of different investment pathways, ranging from philanthropic contributions to verified “certificates of benefit” and more formal, transactable credits. Developing the NIF and Roadmap will include clarifying which different pathways best meet interested investor needs and are feasible for the Authority to implement. The NIF and Roadmap may include multiple pathways. The NIF and Roadmap will include an approach to measure, report, and verify project impacts so that companies and stakeholders can track progress against their goals.

The NIF and Roadmap will target natural and working lands throughout Santa Clara County. Initially, Coyote Valley will be targeted as the pilot geography around which to design and test an approach. Coyote Valley is a 17,400-acre natural and working landscape located between San Jose and Morgan Hill. Ambitious restorations are planned in the area that will increase water benefits, carbon sequestration and biodiversity, which will provide an opportunity for us to pilot the NIF in a future implementation phase as a way for companies and stakeholders to invest in these ecosystem services and in return meet sustainability goals.

In 2023, an analysis of ecosystem services in Coyote Valley was completed. In 2025, additional work will be completed calculating the change in ecosystem services based on restoration plans for Coyote Valley.

The Authority has completed some initial outreach to several companies to gather information on the interests, needs, and barriers for Silicon Valley companies regarding nature-related investments and funding into the region. The results of this research would be shared with the successful consultant.

The Authority is seeking approximately \$150,000 in grant funding for this work and the contract award is contingent upon receiving the grant award.

## **OBJECTIVES**

Specific objectives include:

- To develop an initial Nature Investment Framework and an implementation Roadmap of priority steps for a program that will include a compelling value proposition and the pathways for companies and other stakeholders to invest into Santa Clara County restoration and stewardship as well as the benefits they receive in return towards meeting their goals.

## **SCOPE OF WORK**

The Authority is seeking proposals from experienced consultant to create an initial Nature Investment Framework and an implementation Roadmap, which together would be the basis for a partnership with the business community and other stakeholders to contribute to the goals of the Authority, including restoration and stewardship.

Project tasks include but are not limited to:

1. **Work with the Authority to develop the value proposition of the NIF that captures the willingness to pay of potential buyers based on ecosystem services available.**
  - Refining the value proposition entails delineating the types/characteristics of potential investors/buyers & beneficiaries and the match of the ecosystem services provided by conservation and restoration practices on the landscape to the stakeholders (cities/businesses) these services benefit and who may be willing to pay.
  - This task builds on outreach underway spring 2025.
2. **Develop and refine a list of potential nature financing mechanisms with potential to address high priority ecosystem services at a regional scale and in Coyote Valley**

- Based on latest conservation finance trends, including demand drivers for the range of emerging nature-based investment and financing mechanisms and approaches, identify the best match to stakeholders willing to pay and Authority restoration and stewardship needs.
- Focus on revenue-generating mechanisms that can be developed over the next 3 to 5 years (e.g., direct Payments for Ecosystem Services, voluntary nature-based carbon credits, voluntary biodiversity credits/certificates, and/or voluntary resilience credits).
- Assessment may include additional financing opportunities that have the potential to be applicable to the region and plausibly feasible for the Authority to implement: Capital raising (e.g., nature-related debt), revenue generating and/or risk mitigating financial instruments (e.g., insurance) that have potential appeal to companies in the region.

### **3. Prioritize nature finance mechanisms and investment opportunities that are feasible for the Authority to initiate**

- Assess the nature finance mechanisms and investment opportunities identified in Task #2 against a set of criteria developed by the Authority and consultant. Criteria may include ability of mechanism to unlock funding for restoration/conservation, opportunity to replicate in other parts of California, and/or complexity associated with implementation/management of the funding mechanism.
- Assess and recommend the most feasible financing mechanisms for OSA to implement that generate material ROI.
- Prioritize up to 3-5 nature finance mechanisms and investment opportunities that are most strategic and impactful for Authority to consider advancing in the short- and mid-term and align to corporate and stakeholder interests and needs in the region.
- Identify information needs and gaps for each prioritized mechanism and alignment to global standards/frameworks that would need to be filled/addressed to advance implementation of the mechanism.
- Delineate what measurement, reporting and verification (MRV) would be required to meet corporate partner needs under the various mechanisms. Assess if the EcoMetrics platform currently being developed by a partner organization can meet those needs and recommend an approach.
- Provide guidance and input on the Climate Resilience Credit prototype being developed by Peninsula Open Space Trust as one potential investment pathway under the NIF.

### **4. As needed, test and vet proposed finance mechanisms and NIF building blocks with stakeholders**

- There may be the need and opportunity for additional corporate and stakeholder outreach and engagement to gather input to align the NIF with buyers.
- The NIF and Roadmap should contain the approach to establish corporate partners as co-creators of the NIF program in the next phase.

### **5. Develop an initial Nature Investment Framework and Roadmap to support implementation of priority nature finance mechanisms and investment opportunities**

- a. Synthesize findings, key challenges and opportunities, and recommendations into a Nature Investment Framework and Roadmap. At the end of this scope of work, the NIF will be a document that provides the overall program design and building blocks of a program. At the end of this phase it is anticipated the NIF will be more than a concept document, however it's not expected to have all the details of the program worked out. The Roadmap will delineate next steps needed to build out a program design and details, including short-, mid-term and long-term recommendations of actions, key stakeholders, and resources that will be required to implement priority nature finance opportunities and mechanisms with corporations and, potentially, other stakeholders. The subsequent phase will be to stand up a program, which matches with initiating restoration in Coyote Valley in 2027.
- b. The initial Nature Investment Framework and Roadmap may include but would not be limited to key elements and steps such as:
  - Recommend a prioritized set of up to 3-5 financing opportunities and identification of the key information needs/gaps and alignment to global standards for each mechanism
  - Identification of implementation projects and/or management practices in the landscape that would be needed to deliver ecosystem service benefits that companies want to invest in
  - Designing and establishing the desired financing solutions, including securing potential sources of finance and identifying how finance will be allocated to support projects/practices
  - Orient NIF and Roadmap around natural and working lands throughout Santa Clara County, while targeting initially Coyote Valley to pilot test an approach. Roadmap should delineate how to go from initial Coyote Valley scale to eventual County wide scale in cooperation with partner entities and steps to get there. Transferability to other California counties should be a factor in designing Santa Clara county-wide approach.
  - Providing guidance on integrating Climate Resilience Credit into NIF
  - Establishing enabling conditions to implement the financing solutions, such as agreements required among key stakeholders and measurement, verification and reporting requirements
  - Delineate what measurement, reporting and verification (MRV) would be required to meet corporate partner needs under the various mechanisms.
  - Concept of how an investment program would function including how investments would flow to projects, ledgers to track "certificate of benefits," credits or other commitments etc.
  - Strategies to engage corporate partners in co-creating and implementing Nature Investment Framework.
- c. Create a public facing summary of the NIF and Roadmap that can be used with corporations and stakeholders as a way to engage them in participating in the implementation phase. This should include the compelling business case for why entities should be involved.

#### **Deliverable**

- Develop an initial Nature Investment Framework and an implementation Roadmap to stand up an investment program that will include a compelling value proposition on the pathways for companies and stakeholders to invest and the benefits they receive in return towards meeting their goals.

## Minimum Vendor Requirements

To qualify, the consultant (hereafter referred to as the RFP “Vendor”) shall have demonstrated experience in the following:

- Direct experience working with the private sector and the public sector to accelerate climate mitigation and nature positive outcomes.
- In-depth knowledge of current conservation finance trends, including global demand drivers and regulatory and voluntary frameworks for the range of emerging nature-based investment and financing mechanisms.
- Understanding of nature conservation and ecosystem services.
- Experience assessing and matching to a landscape appropriate nature financing opportunities including direct Payments for Ecosystem Services (e.g., voluntary nature-based carbon credits, voluntary biodiversity credits/certificates)
- Experience assessing stakeholder willingness to pay and matching that to ecosystem services available on a landscape.
- Experience delineating approaches to establishing conservation finance programs on a specific landscape.
- Project management experience with proven record of schedule and budget adherence.
- Strong written and graphic capacity to support analyses and communicate information clearly.

## SUBMISSION, REVIEW & SPECIAL CONDITIONS

### REQUIRED INFORMATION

1. A fee proposal stating the total fixed price that would be used to calculate monthly flat rate payments. Vendor shall bill on a monthly basis.
2. A detailed description specifying the consultant’s approach to completing the project tasks and deliverables.
3. A detailed description of consultant’s experience in developing nature finance opportunities.
4. A list of at least three (3) clients (include names of contact persons, telephone numbers, brief description of the work performed) for whom the consultant has performed services similar to those required by this RFP.
5. Review sample contract and provide a statement that indicates agreement to its terms including the insurance requirements. (See Attachment A.)

### PREPARATION OF RESPONSES

All responses to the items in the REQUIRED INFORMATION section must be answered fully and must be able to be substantiated by the vendor.

### KEY DATES\*

Event	Tentative Date
Request For Proposals Issuance	June 6, 2025
Proposals Due	June 20, 2025
Evaluation Period	June 21 – July 3

Award Bid	July 24, 2025
-----------	---------------

\* Dates subject to change

## SUBMISSION OF RESPONSES

Proposals must be delivered by email (with attachments, if any) to the following email address: [proposals@openspaceauthority.org](mailto:proposals@openspaceauthority.org), with the following language in the subject line of the email "Attention: RFP-2025-08 re: Nature Investment Framework"

The Authority cautions vendors to assure actual delivery of emailed responses directly to the address noted above by the established deadline. File attachments recommended to be under 10MB; emails with attachments greater than 20MB may not be successfully delivered. A response received by the Authority after the established deadline will not be considered.

Proposals will be received only at the email address identified above. All proposals must be received by email only by the Authority prior to 5:00 p.m. June 20, 2025.

- A. Email ONLY. Mail and facsimile responses will not be considered. Proposals will NOT be accepted via fax, mail, or by courier. Late responses will not be considered. Vendors shall have sole responsibility for delivery of responses on time and to the proper email address.
- B. Response Format:  
To facilitate the analysis of responses to this Request for Proposals, vendors are required to prepare their responses in accordance with the instructions outlined in this section. Vendors whose responses deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the Authority.

Responses should be prepared as simply as possible and provide a straightforward, concise description of the consultant's capabilities to satisfy the requirements of this Request for Proposals. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled. There is no page limit, however, responses should be comprehensive, succinct and direct. Font size should be no less than 11 points.

The responses should be organized into the following major sections:

### 1. PROPOSED FEE SCHEDULE

The consultant must include pricing for all proposed services and include a breakdown of costs (by hourly, by monthly, by task, by deliverable, etc.).

### 2. DESCRIPTION OF PROPOSED SERVICES

Proposal must address each of the tasks requested in the scope of work described above, and any additional tasks that may be necessary to accomplish the stated goals. The response should provide descriptions for how the consultant intends to complete the work. The Authority prefers consolidated and comprehensive services for the entire scope of services.

### 3. DESCRIPTION OF EXPERIENCE

The consultant must provide a description of experience, including detailed descriptions of consultant's experience in developing nature finance opportunities. Please do not include

information on projects that are not similar in scope and character to the scope of work described in this RFP.

#### **4. CLIENT REFERENCES**

Firms should provide a list of at least two (3) clients (include names of contact persons, telephone numbers, brief description of the work performed) for whom the firm has performed services similar to those required by this RFP.

#### **5. STATEMENT OF AGREEMENT WITH TERMS OF CONTRACT**

The consultant must provide a statement that indicates agreement to the terms of the contract including an agreement to meet the insurance requirements.

- C. No Deviation: Any deviation from the requirements listed below may result in the response being considered non-responsive, thus eliminating a vendor from further consideration.

### **SELECTION CRITERIA**

Responsive Proposals will be evaluated for: consultant's approach, strategy and execution to complete tasks; proposed fees and rates; relevant experience of the consultant, and previous client satisfaction. Staff may conduct in person interviews as part of the selection process. The Board of Directors will award the contract to the most responsible and qualified bidder, which is defined as the bidder that the Board of Directors deems best fits the needs of the service contractor or meets the following criteria:

- Experience of the Vendor including past performance of firm on contracts of similar size and scope.
- Experience and qualifications of personnel employed by the vendor.
- Demonstrated understanding of the scope of the service.
- Best overall financial return to the Board of Directors on the contract.
- A responsible Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, and experience to satisfactorily perform the work required.

The Authority may reject all nonconforming, non-responsive, or conditional proposals, and may waive any minor informalities or irregularities in any proposal and at the Authority's sole discretion. A selected proposal must be approved by the Board of Directors. The Board may reject all proposals.

### **ADDENDA**

Authority will post any addenda on Authority's website. Consultants shall be responsible for ensuring that all addenda are included in their responses.

### **REJECTION OF RESPONSES**

The Authority may reject any proposal if:

1. The consultant/vendor fails to respond to the RFP Required Information, or otherwise comply with the format and submission required set forth in this RFP, or
2. The consultant/vendor misstates or conceals any material fact in the response.

The Authority may reject all nonconforming, non-responsive or conditional proposals, and may waive any minor informalities or irregularities in any proposal and at the Authority's sole discretion.

### **PUBLIC RECORDS LAW**

Pursuant to the California Public Records Act (California Government Code Section 6250 and following), public records are open to inspection at all times during the office hours of the Authority and every person has a right to inspect any public record or request copies of public records. All submitted responses are public records and are subject to public disclosure pursuant to the California Public Records Act.

### **ACCEPTANCE**

Submission of any response indicates acceptance of the conditions contained in this Request for Proposals.

### **RESPONSE COSTS**

Those submitting responses do so entirely at their own expense. The Authority will not be responsible for reimbursement to any individual or firm for any costs incurred in preparing or submitting responses, providing additional information when requested by the Authority, or for participating in any selection interviews or meetings.

### **NON-DISCRIMINATION**

No person shall be excluded from participation in, denied any benefits or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law.

### **List of Attachments**

Attachment A –Contract Template

## CONTRACT FOR SERVICES

THIS AGREEMENT is entered into between the Santa Clara Valley Open Space Authority (hereinafter “Authority”) and [INSERT NAME] (hereinafter “Contractor”) and sets forth the terms of this Agreement. Authority and Contractor are collectively referred to as the “Parties.” This Agreement is effective upon full execution of this Agreement by the Parties. In consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, the parties agree as follows:

### 1. Scope of the Agreement

During the term of this Agreement, Contractor shall provide the (OPTION 1) services set forth in the Scope of Work, attached hereto as Exhibit A and hereby incorporated by reference. However, if any provision or term of Exhibit A conflicts with any provision or term of this Agreement, the provisions and terms of this Agreement shall prevail and supersede any inconsistent provisions or terms in Exhibit A. (OR OPTION 2) following services:.

### 2. Documents, Materials and Records Property of Authority

All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement (collectively “work product”), shall be delivered to and become the property of Authority without restriction or limitation on their use. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this section, or prepared or obtained in the performance of this Agreement, shall be made available, upon request, to Authority at no additional charge and without restriction or limitation on their use. Upon Authority’s request, Contractor shall execute appropriate documents to assign to the Authority the copyright or trademark to work product created pursuant to this Agreement. Contractor shall return all Authority’s property in Contractor’s control or possession immediately upon termination.

### 3. Payment

a. Payment for Services. (OPTION 1) Authority shall pay for services and reimbursable expenses in a total amount of \$ XX upon completion of the services to the satisfaction of Authority and delivery of the work product. (OR OPTION 2) Authority shall pay for services performed in accordance with this Agreement according to the fee schedule and any reimbursable expenses contained in Exhibit B. Contractor shall invoice Authority monthly. (OR OPTION 3) Authority shall pay for services performed in accordance with this Agreement at an hourly rate of \$ XX, and reimbursable expenses in the amount of \$ XX Contractor shall invoice Authority monthly.

b. (OPTIONAL) Reimbursement of Expenses. All expenses incurred as part of this Agreement will be reimbursed at actual cost.

c. (OPTIONAL) Maximum Payment. Contractor agrees that fees and any reimbursable expenses to complete the services promised under this Agreement shall not exceed a maximum of \$ XX.

- d. **Audit of Records.** Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements, and other cost items charged to Authority or establishing the basis for an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow an Authority representative to inspect, examine, copy, and audit such records during regular business hours upon 24 hours' notice.

4. **Time for Performance**

Contractor's work shall be scheduled and performed to meet agreed-upon deadlines. The term of this Agreement shall end (OPTION 1:) on or before [INSERT END DATE], unless abandoned as provided in section 6 below. The time for performance may not be extended without Authority's express written approval. (OR OPTION 2:) when the services described herein are completed, unless abandoned as provided in section 6 below.

5. **Standard of Performance**

Services shall be performed by Contractor in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Contractor's profession currently practicing in California.

6. **Abandonment of Project**

Authority shall have the right to abandon or indefinitely postpone ("abandonment") the project that is the subject matter of this Agreement and the services hereunder, or any portion thereof, at any time. In such event, Authority shall give written notice of such abandonment. In the event of abandonment prior to completion of the project, Contractor shall cease work immediately. All charges incurred up to the time of notice of abandonment, together with any other charges outstanding at the time of termination, shall be payable by Authority within 30 days following submission of a final statement by Contractor and shall be considered as full payment due hereunder. However, Authority may condition payment of such compensation upon Contractor's delivery to Authority of any or all work product generated by Contractor pursuant to this Agreement.

7. **Contractor as Independent Contractor**

At all times during the term of this Agreement, it is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be an independent contractor and shall not be an employee of Authority. It is agreed that Authority is interested only in the results obtained and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Authority shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Authority shall not have the right to control the means by which Contractor accomplishes the results required under this Agreement. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation, and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of Contractor's employees, including

compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and this of Contractor's subordinates, subcontractors, agents, and employees. Contractor is responsible for all insurance and all taxes, charges, fees, benefits, or contributions required to be paid or withheld on behalf of Contractor, including, but not limited to, compliance with social security, withholding, and all other regulations governing such matters. Contractor is not entitled to any employee benefits. Contractor shall exonerate, indemnify, defend, and hold harmless Authority (which shall include, without limitation, its officers, agents, employees and volunteers) from and against any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. Non-Discrimination

During and in relation to the performance of this Agreement, Contractor agrees as follows. Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law. Contractor shall not discriminate on the basis of the above characteristics against any employee or applicant for employment who has, perceives he or she has, or is associated with a person who has, or is perceived to have any of the above characteristics. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law. Such action shall include, but not be limited to, the following: employment, terms, conditions or privileges of employment, promotion, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, Contractor shall include this requirement in any and all sub-contracts it enters into in any way related to this Agreement. Nothing in this section shall prohibit Contractor from applying a bona fide occupational qualification, or any other exception established by the California Fair Employment and Housing Act under Government Code § 12940.

9. Indemnification

- a. Contractor agrees to indemnify, hold harmless, defend and protect Authority, its directors, officers, officials, employees, agents and invitees, from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever arising out of, pertaining or relating to the negligence, omission, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the Services or in any way related to activity conducted by Contractor, except for any such claim resulted from the sole negligence

or the intentional and willful misconduct of Authority, its officers, directors, agents or employees. The provisions of this section shall survive the termination or expiration of this Agreement. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- b. The provisions of this section shall survive the termination or expiration of this Agreement.

#### 10. Insurance

- a. Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with California-admitted insurance companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to Authority:
  - i) If Contractor has and will have employees during the term of this Agreement, Workers' Compensation Insurance as required by law with limits of **\$1,000,000**;
  - ii) Comprehensive or Commercial General Liability Insurance, which shall be occurrence coverage, in the minimum amount of **\$1,000,000 per occurrence, \$2,000,000** aggregate, combined single limit, including coverage for (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability;
  - iii) Business Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by Contractor's employees), leased, or hired vehicles, in the minimum amount of **\$1,000,000** per occurrence for bodily injury and property damage; and
  - iv) **Professional Liability Insurance (or Errors and Omissions Insurance) in the minimum amount of \$1,000,000. The policy must contain a cross liability or severability of interest clause. If the policy is on a claims-made basis, coverage must extend to a minimum of three (3) years beyond completion of the services provided pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to this Agreement's effective date, Contractor shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the services provided pursuant to this Agreement.**

Upon request, Contractor shall provide to Authority proof of insurance or proof of renewal of each insurance policy at least thirty (30) days prior to the expiration of the insurance policy as long as this Agreement remains in effect.

**Contractor certifies that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.**

In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to Authority at Contractor's earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.

In the case of the breach of any provision of this section, Authority may, at Authority's option: (1) take out and maintain, at the expense of Contractor, such types of insurance in the name of Contractor as Authority may deem; (2) order Contractor to stop work under the Agreement until Contractor complies with the insurance requirements required by this Agreement; or (3) terminate this Agreement.

- b. Other Insurance Provisions. The policies shall include or be endorsed to include, but not limited to, the following provisions:
- i) Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to Authority, its officers, officials, employees or volunteers, and no endorsement shall be attached limiting the coverage. Contractor shall furnish Authority with certificates of insurance and with original endorsements effecting coverage required by this clause.
  - ii) Contractor's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.
  - iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its officers, officials, employees, or volunteers.
  - iv) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### **11. Prevailing Wage and Labor Compliance**

Work done under this agreement may be subject to the prevailing wage and other provisions of the California Labor Code requirements (see Labor Code § 1720 et seq.). The Contractor shall

pay prevailing wages to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations, if required by law to do so.

Contractor shall retain copies of payroll records for four years after the audit year in which wages were paid, or until the expiration of all applicable statute of limitations period(s), whichever is later.

12. Assignment

A substantial inducement to Authority for entering into this Agreement is the professional reputation and competence of Contractor. Contractor shall not assign or otherwise transfer any rights, duties, obligations, or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of Authority and any attempt to assign or transfer without such prior written consent shall be void and shall terminate this Agreement. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

13. Subcontractor

- a. Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only as specified in this Agreement or upon prior approval of Authority. If subcontracting of work is permitted, Contractor shall pay subcontractor within ten (10) days of receipt of payment by Authority for work performed by a subcontractor and billed by Contractor.
- b. Authority is an intended beneficiary of any work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and Authority.

14. Conflict of Interest

Contractor warrants and covenants that Contractor presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this Agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

15. Compliance with Laws

In the performance of this Agreement, Contractor shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of Authority and other local agency with jurisdiction. Contractor warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license, permit, or registration of any kind is required by law of Contractor, its employees, agents, or subcontractors to practice Contractor's profession, Contractor represents and warrants that such license has been obtained, is valid and in good standing, and Contractor shall keep it in effect at all times during the term of this Agreement.

16. Changes in Work

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by Authority and the Parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work.

17. Accident Reports

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to Authority any accident or other occurrence causing injury to persons or property during the performance of this Agreement. If required by Authority, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

18. Default

In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, Authority may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: (1) enforce performance of the Agreement by Contractor; (2) terminate this Agreement; or (3) perform the obligations of Contractor, whereupon Contractor shall reimburse Authority for any amounts paid or expenses incurred by Authority in the performance of such obligations. The above remedies are in addition to any other remedies at law or equity Authority may have. Contractor shall pay or reimburse Authority for all of Authority's costs and expenses, incurred in enforcing its rights hereunder.

19. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be: (1) personally delivered; (2) deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested; or (3) sent electronically via email with a copy also deposited in the United States mail, First Class postage. Notice shall be addressed to the recipient as follows:

AUTHORITY: Santa Clara Valley Open Space Authority  
33 Las Colinas Ln.  
San Jose, CA 95119  
Attention: [INSERT]  
Email: [INSERT]

CONTRACTOR: [INSERT NAME]  
Attention: [INSERT]  
Email: [INSERT]

Either party may change its address by giving notice to the other in the manner provided herein.

Contractor shall mail invoices to Authority at the above referenced address, but shall make invoices to the attention of "Accountant," or Contractor may email invoices to accountant@openspaceauthority.org.

20. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations, and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties.

21. Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Severability

Should any part of this Agreement be declared by a final decision by a court to be unconstitutional, invalid, or beyond the authority of either of the Parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

23. Interpretation

Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

24. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Santa Clara, State of California.

25. Advice of Counsel

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

26. Time of The Essence

Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

The signatories below warrant and represent that they have all legal authority and capacity to enter into this Agreement. **IN WITNESS WHEREOF**, Contractor and Authority hereby execute this Agreement.

**SANTA CLARA VALLEY  
OPEN SPACE AUTHORITY**

\_\_\_\_\_  
Andrea Mackenzie  
General Manager

**Dated:** \_\_\_\_\_

**[INSERT NAME OF CONTRACTOR/BUSINESS]**

\_\_\_\_\_  
**[INSERT NAME]**  
**[INSERT TITLE]**

**Dated:** \_\_\_\_\_