OPEN SPACE AUTHORITY
SANTA CLARA VALLEY

REQUEST FOR PROPOSALS

#RFP-2026-14

PROJECT: LAND SURVEYING SERVICES

The Authority is issuing this Request for Proposals for land surveying services on an as-needed basis.

PROPOSALS DUE: FRIDAY, JANUARY 22, 2027 by 5PM PACIFIC TIME

Request for Proposals
Land Surveying Services

BACKGROUND & SCOPE OF WORK

PURPOSE OF REQUEST FOR PROPOSALS

The Santa Clara Valley Open Space Authority (Authority) is soliciting proposals from qualified consultants with expertise in land surveying services on properties that are publicly owned, prospective properties, or properties conserved by project partners. The Authority is seeking proposals from experienced land surveying firms that will be on a "as-needed" basis within a five (5) year term. The selected consultant shall be California Licensed Professional Land Surveyor(s) qualified to perform survey services requested by the Authority as specified in the scope of work below.

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 30,000 acres, which include three preserves with over 30 miles of trail. Activities on the preserves include hiking, cycling, horseback riding, and nature study.

OBJECTIVES

The Authority is seeking proposals from qualified land surveying firms to provide professional land surveying and related services for Authority staff and project partners.

SCOPE OF WORK

The Project tasks may include but are not limited to:

- Perform leveling and Global Positioning System (GPS) surveys.
- Perform American Land Title Association (ALTA)
- Conduct topographic and boundary surveys, including providing on-site boundary staking and setting of permanent boundary monuments.
- Conduct as-built or building envelope surveys.
- Conduct trail alignment surveys.
- Perform boundary analysis and resolution, including surveys associated with lot line adjustments.
- Prepare legal descriptions, plats, and records of survey.
- Review and interpret legal descriptions, recorded documents, and survey maps.
- Provide all survey and mapping data in projected AutoCAD and GIS file formats (including geodatabase) following Authority Spatial Data Specifications Guide (Attachment B).
- Conduct utility location and potholing surveys.
- Prepare right-of-way surveys and mapping.

MINIMUM BIDDER REQUIREMENTS

- Proven expertise in professional land surveying and related services.
- Relevant experience working in the region of the Authority's jurisdiction.
- Relevant experience working with public agencies.
- Experience using ArcGIS Pro, ESRI mobile applications, and ArcGIS Online is preferred.

- Demonstrated ability to perform all survey servicers specified in the scope of work.
- State of California Land Surveying Licensure.
- State of California Division of Industrial Relations certification prior to contracting execution.

SUBMISSION, REVIEW & SPECIAL CONDITIONS

REQUIRED INFORMATION

1. A fee proposal stating the hourly rate, estimated hours per month, and payment schedule (e.g. monthly invoicing) for the proposed project tasks and deliverables.
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 land surveying.
4. A list of at least three (3) clients (including 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	November 20, 2026
Last Day to Submit Questions	December 11, 2026
Final Addenda Issued	January 8, 2027
Proposals Due	January 22, 2027
Interviews (if needed)	To be determined
Award Bid	March 25, 2027

* 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, with the following language in the subject line of the email "Attention: RFP-2026-14 re: Land Surveying"

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. January 22, 2027.

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. 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. **EXECUTIVE SUMMARY**
   This section includes a brief narrative highlighting how the consultant's expertise and experience qualifies for this RFP, the general approach to the consultant's work, and specifically experience in performing land surveying services.

2. **PROPOSED FEE SCHEDULE**
   The consultant must include pricing for all proposed services and include a breakdown of hourly rates by staff member and any additional fees charged.

3. **DESCRIPTION OF PROPOSED SERVICES**
   The response should provide a summary narrative for the consultants workflow for rendering as-needed land surveying services. Please reference specific examples of services provided and include a description of work products prepared as part of a task deliverable.

4. **DESCRIPTION OF EXPERIENCE**
   The consultant must provide a description of experience in Santa Clara County, including examples of relevant projects demonstrating the team's land surveying experience. The proposal must include three (3) examples of projects (including a sample topographic survey, boundary survey and lot line adjustment) which demonstrate the team's experience providing different land surveying services in Santa Clara County. Please include examples demonstrating prior experience in open space or other natural settings. The description of experience shall include experience with local governments, if applicable. For all projects included, please provide the client name and contact information, general scope of work, and total fees for work performed. Please do not include information on projects that are not similar in scope and character to the scope of work described in this RFP.

5. **TEAM ORGANIZATION AND RESUMES**

Please provide resumes for all team members who may work on future projects as part of this RFP. Resumes to include education, special expertise, licensing or certifications, and relevant project experience.

6. **CLIENT REFERENCES**
   Firms should provide a list of at least three (3) clients (including 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.

7. **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

Proposals will be evaluated by Authority Staff and recommended for approval by the Board of Directors. Proposals will be evaluated for completeness of response and quality of response; the extent to which the proposal fulfills the Authority's stated requirements as set out in the RFP; proposed fees and rates; relevant experience, minimum bidder requirements and previous client satisfaction. Staff may conduct in-person interviews as part of the selection process. In determining the most responsible and qualified proposal, the Board of Directors may use the following criteria to evaluate submitted proposals, in addition to the minimum bidder requirements listed above:

1. Experience of the consultant, including past performance of the firm on contracts of similar size and scope.
2. Experience and qualifications of personnel employed by the consultant.
3. Demonstrated understanding of the scope of the services to be requested under this contract, including demonstrated responsiveness to scope, schedule, and fees for similar projects.
4. Best overall financial return to the Board of Directors on the contract; and,
5. A responsible consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, and experience to satisfactorily perform the work or provide the goods required.

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.

VENDOR QUESTIONS

Any questions about this RFP shall be submitted in writing to proposals@openspaceauthority.org on or before December 11, 2026. Agency will post written responses to questions and email answers to vendors/consultants no later than January 8, 2027. Responses may be posted incrementally as received.

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
Attachment B – Spatial Data Specifications Guide

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. 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.

12. 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.

13. 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.

    Contractor's duties and services under this Agreement shall not include preparing or assisting Authority with any portion of Authority's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with Authority. Authority shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the project that is the subject of this Agreement. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with Authority to ensure that all bidders for a subsequent contract on any subsequent phase of the project that is the subject of this Agreement have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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.

24. 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.

25. 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

_____ **Dated**: _____
Andrea Mackenzie
General Manager

[INSERT NAME OF CONTRACTOR/BUSINESS]

_____ **Dated**: _____
[INSERT NAME]
[INSERT TITLE]

Spatial Data Deliverable Specifications

Authority maintains a robust Geographic Information System (GIS) which utilizes Esri ArcGIS Pro and ArcGIS Online. Authority requires Contractor to provide deliverables that meet the specifications below.

Data shall be submitted concurrent with deliverables specified in the Scope of Work. For example, at the time of completion of biological survey, and at the time of submittal of 30% design, 60% design, 90% design, 100% design/bid plans. GIS staff shall review all Contractor GIS data deliverables prior to final acceptance. Data that do not meet all the below criteria may not be accepted by Staff. Data shall be submitted as a compressed zip file to Authority staff member on the Agreement and to GIS staff at gis@openspaceauthority.org.

For all projects, reports, and services including geographic information, Contractor shall provide data deliverables in a form that complies with the following requirements:

GIS Data

If the Contractor is using a software environment besides Esri and is precluded from the file formats below, contact GIS Staff to discuss an acceptable alternative.

Format

- Vector data shall be provided in an ArcGIS file geodatabase. Data formats that are not acceptable include: shapefile, kml or kmz, csv, or gpx.
- Layer packages (.lpkx), map packages (.mpkx) or project packages (.ppkx) shall be submitted if deliverable contains substantial unique cartographic design.
- Individual map files shall be provided of any map figures embedded in larger reports in a PDF or JPEG format.
- Raster data may be provided in logical format for the project content, including but not limited to: tiff, mrsid, img.

Spatial Reference

- Horizontal projection: NAD 1983 StatePlane California III FIPS 0403 (US Feet) (EPSG: 2227)
- Vertical Projection: NAVD88

Metadata

- All data submittals shall include formal metadata including but not limited to a title, description, summary, credits, date, and tags.

File Naming

- Names shall be descriptive of the data contained
- Names containing dates shall follow the YYYYMMDD convention
- Feature class, table, and field aliases are encouraged
- Acronyms are permitted if defined in the Metadata
- No spaces are permitted in file names containing data

Data Schema

- GIS data shall utilize logical schema, including succinct field names, appropriate use of field types, and consistent domains when applicable.
- Field-collected data shall additionally include horizontal positional accuracy information using the standardized Esri GNSS Metadata fields. These may be added using the Add GPS Metadata Fields

Surveys

Includes surveys for topography, land, vegetation, waterways, tree canopy drip lines, etc.

All CAD drawings and/or DWG files shall be delivered in a georeferenced format.

- The horizontal projection shall be State Plane Coordinate System (CCS83, Zone 3) and vertical datum shall be NAVD88. All survey points shall be within .05 foot horizontal accuracy and .2 foot vertical accuracy. If site conditions preclude this level of accuracy, Contractor shall contact the Authority staff member on the Agreement prior to commencement of work.
- Features shall be organized on separate layers using a uniform layer convention with intuitive names.
- Accuracy shall be reported on final deliverable.
- Contractor shall provide PDFs and DWGs of all drawings.

General CAD Drawings

Includes drawings for construction plans, details, as-builts.

All CAD drawings and/or DWG files shall be delivered in a georeferenced format.

- The horizontal projection shall be State Plane Coordinate System (CCS83, Zone 3) and vertical datum shall be NAVD88 datum.
- Drawings shall be packaged with e-transmit to include all X-Refed layers in a zip file.
- Consultant shall provide layer descriptions, either through AutoCAD Layer Property Manager or in an accompanying document. i.e. Layer Name = “BUIL”, Description: “Building Footprints”.
- The Consultant shall provide PDFs and DWGs of all drawings.
- Drawings shall follow a clear naming convention which might include date, project name, preserve, or improvement type.
- Clear and standardized layer naming conventions shall be applied for all spatial layers.

Access to Open Space Authority GIS Data

- Base data for Authority properties may be provided to Contractor upon request to Authority staff. This data may include: property boundaries, roads, trails, fences, gates, preserve utilities, parking lots, or amenities.

Contractor may request deviations from the above referenced requirements in writing, subject to Authority’s approval in its sole discretion.