

**AMENDMENT NO. 1 TO AGREEMENT A4464A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND AECOM TECHNICAL SERVICES, INC.**

This Amendment No. 1 (Amendment), effective as of the date it is fully executed by the Parties, amends the terms and conditions of the Standard Consultant Agreement A4464A (Agreement) dated May 25, 2021, between SANTA CLARA VALLEY WATER DISTRICT (Valley Water) and AECOM TECHNICAL SERVICES, INC., (Consultant), collectively, the Parties.

RECITALS

WHEREAS, the Consultant is currently providing professional design services for Valley Water's Coyote Creek Flood Management Measures Project and Coyote Creek Flood Protection Project;

WHEREAS, the Parties desire to amend the Agreement to make an administrative update to the insurance requirements.

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and notwithstanding anything to the contrary stated in the Agreement Valley Water and Consultant hereby agree to amend the Agreement as follows:

1. The Agreement, Standard Consultant Agreement, Section Twelve, subsection 22. Appendices, is amended to state as follows:

"22. Appendices. The following listed Appendices are incorporated herein by this reference as though set forth in full:

Appendix One – Additional Legal Terms (UNCHANGED)
Appendix Two – Dispute Resolution (UNCHANGED)
Appendix Three – Task Order Template (UNCHANGED)
Revised Appendix Four – Insurance Requirements (REVISED)."

2. Appendix Four to the Standard Consultant Agreement, Insurance Requirements, is amended as set forth in the Revised Appendix Four to the Standard Consultant Agreement, Insurance Requirements, attached hereto and incorporated herein by this reference.
3. All other terms and conditions of the Agreement A4464A not otherwise amended as stated herein remain in full force and effect.

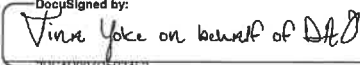
(SIGNATURES FOLLOW ON NEXT PAGE)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 1 TO AGREEMENT A4464A
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT
AND AECOM TECHNICAL SERVICES, INC.**

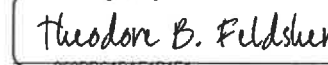
IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO. 1 TO AGREEMENT A4464A THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: DocuSigned by:

Kenneth Wong
Deputy Administrative Officer
General Services Division

Date: 11/18/2021

AECOM TECHNICAL SERVICES, INC.
Consultant

By: DocuSigned by:

Theodore B. Feldsher, PE, GE
Principal-in-Charge / Vice President

Date: 11/9/2021

Consultant's Address:
4 N. Street, Suite 675
San Jose, CA 95113

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**AMENDMENT NO. 1 TO AGREEMENT A4464A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. The District will not be responsible for time lost or costs incurred due to failure to comply with these requirements. Please note the check-list of documents needed at the end of this Revised Appendix Four Insurance Requirements.

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

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

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

If your insurance broker has any questions about the above requirements, please advise him/her to call Mr. David Cahen, Valley Water Risk Manager at (408) 630-2213.

Certificates of Insurance

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

Consultant shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Contract Administrator and email a copy to valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, and the policy term;
2. Include copies of the relevant policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4464A/CAS No. 5157**

**AMENDMENT NO. 1 TO AGREEMENT A4464A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

IMPORTANT: The agreement or CAS number must be included.

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

1. Certificate Holder shall be named as Additional Insured;
2. Valley Water agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies except Professional Liability.

If Consultant receives any notice that any of the insurance policies required by this Revised Appendix Four Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Consultant or insurer shall immediately provide written notice to the designated Valley Water Contract Administrator that such insurance policy required by this Revised Appendix Four Insurance Requirements is canceled or coverage is reduced.

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement A4464A /CAS No. 5157**

IMPORTANT: The agreement or CAS number must be included.

**AMENDMENT NO. 1 TO AGREEMENT A4464A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

Consultant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Required Coverages

1. Commercial General/Business Liability Insurance with coverage as indicated:

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

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Consultant must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest.
- e. Broad Form Property Damage liability.

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$10,000,000 per claim/ **\$10,000,000** aggregate

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

- a. Coverage shall include contractual liability
- b. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

**AMENDMENT NO. 1 TO AGREEMENT A4464A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

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

Employer Liability coverage for not less than \$1,000,000 per occurrence.

General Requirements

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

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

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance affording Additional Insured status 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, Employers Liability, or Professional Liability policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water, or 10 days' notice in the event of non-payment of premium.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of

**AMENDMENT NO. 1 TO AGREEMENT A4464A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

losses and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

6. **Subconsultants:** The Consultant shall secure and maintain or shall be responsible for ensuring that all subconsultants performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of Valley Water must not be deemed to release or limit any liability of Consultant. Damages recoverable by Valley Water for any liability of Consultant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Consultant agrees to waive subrogation against Valley Water to the extent any loss suffered by Consultant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Consultant agrees to advise its broker/agent/insurer and agrees to provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** Valley Water reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

**AMENDMENT NO. 1 TO AGREEMENT A4464A
REVISED STANDARD CONSULTANT AGREEMENT
REVISED APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

| | | | |
|--------------------------------|----|---|--|
| General Liability: | A. | Limits (\$2,000,000) | |
| | B. | Additional Insured (Endorsement) | |
| | C. | Waiver of Subrogation (COI, Endorsement or policy language) | |
| | D. | Primacy (COI, Endorsement or policy language) | |
| | E. | Cancellation Endorsement | |
| Auto Liability: | A. | Limits (\$2,000,000) | |
| | B. | Additional Insured (Endorsement) | |
| | C. | Waiver of Subrogation (COI, Endorsement or policy language) | |
| | D. | Primacy (COI, Endorsement or policy language) | |
| | E. | Cancellation Endorsement | |
| Umbrella: | A. | Limits (\$) | |
| | B. | Primacy (Endorsement or policy language) | |
| Workers Comp: | A. | Limits (\$1,000,000) | |
| | B. | Waiver of Subrogation (Endorsement or policy language) | |
| | C. | Cancellation Endorsement | |
| Professional Liability: | A. | Limits (\$10,000,000) | |
| | B. | Cancellation Endorsement | |

ConsultantGL2AL2PL10_rev. 07.20.20/CAS ver. 11.4.21