



STANDARD CONSULTANT AGREEMENT

Terms and Conditions Template (Administrative-General)
6/1/2024 – 12/31/2026

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water or District), and AON RISK INSURANCE SERVICES WEST, INC., a California corporation (Consultant), individually the Party or collectively the Parties.

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

NOW, THEREFORE, Valley Water and Consultant, for the consideration and upon the terms and conditions specified, agree as follows:

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

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

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2. Consultant Controlled Areas

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

3. Licensing – NOT USED

4. Valley Water's Approval of Deliverables

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

5. Errors and Omissions – NOT USED

6. Valley Water Standardization Requirements

Consultant shall perform the Services utilizing Valley Water nomenclature, standardized forms, software requirements, documented procedures, and best management practices.

7. Consultant Key Staff and Subconsultants

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

G. Consultant's Key Staff: Valley Water's Project Manager (VWPM) or authorized representative may approve any revisions to Consultant's list of key staff assigned to the Project as an administrative modification to this Agreement, and such approval will be confirmed in writing.

H. Consultants Subconsultants

- 1) Valley Water's authorized representatives may approve any revisions to Consultant's list of authorized Subconsultants when the Subconsultant is deleted from the list and the Scope of Services is deleted from the Agreement or such services are assumed by the Consultant; such approval will be confirmed in writing.
- 2) Valley Water's authorized representative may approve any revisions to Consultant's list of authorized Subconsultants when a listed Subconsultant is replaced (to perform the same Scope) or a new Subconsultant is added (to perform new Scope), provided the firm complies with all insurance requirements established by Valley Water for such work; such approval will be confirmed in writing.

8. Compliance with All Laws

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

9. Occupational Safety and Health

- A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.

- B. Consultant shall immediately notify Valley Water in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon Valley Water's request, Consultant shall provide Valley Water with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

10. Consultant as Independent Contractor

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

11. Standard of Care

- A. Consultant must possess and maintain during the term of this Agreement, all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such services are rendered.
- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8, Compliance with All Laws.
- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8, Compliance with All Laws.
- D. Consultant warrants that: all work under this Agreement shall be Consultant's original work and none of the services or inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); and Consultant has the full right to allow it to provide Valley Water with the assignments and rights provided for herein.

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

Valley Water will make available to Consultant all data and information in its possession and control and which it deems necessary to the preparation of the deliverables specified in the

Schedule(s). Valley Water will actively aid and assist Consultant in obtaining such information from other agencies and individuals as it deems necessary. Valley Water is not responsible for providing data and information that it does not possess.

2. Review of Deliverables

- A. Valley Water will designate a Project Manager (Valley Water Project Manager or Authorized Representatives) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water's Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.
- C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.
- D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.
- E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.
- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the Services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions, as determined by Valley Water, will not result in additional costs or expenses to Valley Water.

3. Access to Valley Water Facilities

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

SECTION FOUR

FEES AND PAYMENTS

1. Total Fees

- A. Payment for all Services performed by Consultant to the satisfaction of Valley Water, as described in the Schedule(s) will be based on the Fees stated in the Schedule, Attachment One, Fees and Payments. Valley Water will make payments to Consultant according to the terms provided for herein and in the Schedule, Fees and Payments. Payments made by Valley Water to Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, and reimbursable expenses, incurred by the Consultant to perform the Services.
- B. Services to be performed pursuant to the Supplemental Services task, if provided for herein, will commence only after issuance of a fully executed Task Order.

2. Consultant Quarterly Invoices

- A. Consultant's quarterly invoices will be prepared in accordance with the terms of this Agreement, Section Four, Fees and Payments, and represent Services performed during the identified billing period. Invoices must be consistent with Scope of Services described in the Schedule(s) attached hereto; and include the following:
 - 1) Employee classification and name itemized by Service task,
 - 2) A description of the site where Services were performed, if applicable;
 - 3) The name of Valley Water staff requesting Services;
 - 4) The dates when Services were performed;
 - 5) Other direct charges by Service task,
- B. Before submitting quarterly invoices, a draft invoice (in Adobe PDF format) will be provided in electronic format by the Consultant for preliminary review by Valley Water Project Manager. Upon preliminary approval by Valley Water, the Consultant will email the complete signed and dated electronic copy invoice, including all supporting documentation. Valley Water's preliminary review of the draft invoice does not represent final approval of the electronic copy invoice, but is intended to reduce potential for re-submittals of electronic copy invoice by Consultant.
- C. Each quarterly invoice must include a quarterly progress report that documents whether or not the Services are on schedule to be completed in accordance with the Schedule, Attachment Two, Schedule of Completion, which applies to the specific Scope of Services, and within the Agreement Fixed Fees, in accordance with the Schedule, Attachment One, Fees and Payments. The progress report shall document Services completed; the execution of the tasks described in this Services; and enable Valley Water to evaluate the Consultant's progress and performance towards completion of the Services.
 - 1) The quarterly progress report shall include:
 - a. An assessment of actual versus planned progress in completing the Services, including a description of the tasks and deliverables completed to date;

- b. A look-ahead schedule listing deliverables and activities planned for the next two months;
 - c. A statement that progress towards completion of the Services is on schedule and will be completed within the timeline set forth in the Schedule of Completion; or, if completion of the Services is not on schedule, then a statement of the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the schedule for implementation of such measures;
 - d. A summary of performed tasks to date, an updated Project work plan including estimate of work required to complete this Agreement, explanation of any major variances in percentage of services to be completed compared to percentage of this Agreement Fixed Fees remaining, and any anticipated changes to this Agreement that may be necessary to complete the Services;
 - e. For any proposed change to the Scope of Services, provide a summary of the proposed changes, including supporting rationale for such change;
 - f. For each task, the percentage of the fees incurred for the task compared to dollar amount allocated to the task, the percentage of services performed versus the percentage of Agreement Fixed Fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred;
 - g. A statement that all tasks, as specified in this Agreement, shall be completed within the Fixed Fee amount of the Agreement;
 - h. Level of Small Business Enterprise (SBE) participation, if applicable, documenting the level of SBE participation throughout the Project; and
 - i. Any changes in Consultant's key staff or Subconsultants.
- D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the quarterly progress reports, will be organized such that the billing categories correspond with the Services tasks.
- E. Consultant shall email all invoices to: APinvoice5750@valleywater.org
- Valley Water mailing address for invoices, if needed:
- Santa Clara Valley Water District
Attention: Accounts Payable
P.O. Box 20670
San Jose, CA 95160-0670
- F. In addition to ensuring that each invoice is accompanied with a progress report, Consultant must also ensure that each invoice and corresponding attachments contain the following information:

- 1) Agreement Number;
- 2) Full Legal Name of Consultant/Firm;
- 3) Payment remit-to address;
- 4) Invoice Number;
- 5) Invoice Date (the date invoice is emailed);
- 6) Description of services provided and
- 7) Beginning and end date for billing period that services were provided.

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

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

I. Invoice Disputes

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

3. **Prevailing Wages – NOT USED**

4. **Retention – NOT USED**

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in this Agreement, in accordance with the attached Schedule(s), Scope of Services, upon receipt of the Notice-to-Proceed (NTP) issued by Valley Water.

2. Project Schedule Table

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

3. Monitoring of Project Schedule

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

4. Project Delays

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

5. Changes to the Project Schedule

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

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

2. Valley Water Rights

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

3. Consultant's Compensation Upon Termination or Suspension

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

- A. For Direct Labor: Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination or suspension pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination or suspension;
- B. For Other Direct Costs and Expenses: Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination or suspension and all authorized expenses incurred to demobilize from the Project after the date of termination or suspension; and
- C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.

4. Survival

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

SECTION EIGHT

INDEMNIFICATION; LIABILITY

- 1. Notwithstanding any other provision of this Agreement, Consultant agrees to indemnify, defend, and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct.
- 2. The foregoing does not limit any strict liability imposed on the Consultant by law. The rights, duties, and obligations of the Parties as set forth above in this Section Eight, Indemnification, survive termination, expiration, completion, and suspension of this Agreement.
- 3. Neither party to this Agreement shall be liable to the other for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) arising out of services provided by Consultant or its affiliates. The limitations set forth in this Subsection 2 shall not apply to damages or liabilities that (1) arise from third-party claims that are subject to indemnification under Subsection 1 of this Section 8; (2) arise from Consultant-caused delay to Anderson Dam Seismic Retrofit Project (ADSRP); (3) arise from grossly

negligent acts or willful misconduct by a Party; or (4) are covered by insurance required to be obtained under Section 9 of this Agreement.

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLE

1. Valley Water Ownership

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

2. Reuse of Instruments of Service

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

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

- A. Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to Valley Water by Consultant according to the Terms of this Agreement, in or by any medium is deemed to be “work for hire” according to the copyright laws of the United States and the copyright will belong to Valley Water.
- B. Notwithstanding the foregoing, Valley Water acknowledges that, in creating the Deliverables, Consultant may utilize pre-existing proprietary works of authorship that have not been created specifically for Valley Water and that the Deliverables may contain preexisting information and materials of Valley Water, subject to the terms of this Agreement, all of which do not constitute Deliverables owned by Valley Water, including computer programs, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, knowhow, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by Consultant (all of the foregoing, collectively, “Consultant Tools”).
- C. To the extent that any Consultant Tools are contained in any of the Deliverables or provided in connection with the Services, subject to the terms of this Agreement, Consultant hereby grants to Valley Water a paid-up, royalty- free, nonexclusive license to use such Consultant Tools solely for Valley Water’s internal use in connection with the Deliverables or Services, as applicable.
- D. To the extent that Consultant utilizes any of its Consultant Tools, in connection with the performance of Services, the Consultant Tools will remain the property of Consultant and, except for the limited license expressly granted in the preceding paragraph, Valley Water will acquire no right or interest in the Consultant Tools.

6. Copyright Claims

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

Valley Water is an equal opportunity employer and requires its consultants to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, Consultant will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional

development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water

B. Formation of an Agreement between the Parties requires accomplishment of the following, as applicable:

- 1) Execution of the Agreement by Consultant;
- 2) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;
- 3) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;
- 4) Submission by the Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) as provided in the Schedule(s), Attachment Four, Reference Materials, if applicable;
- 5) Submission by the Consultant, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;
- 6) Any other requirements that are deemed necessary by Valley Water; and
- 7) Execution of the Agreement by Valley Water.

3. No Assignment

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

B. In no event, shall an assignment of any interest in this Agreement release the Consultant from its duties and responsibilities as described in this Agreement nor shall the Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

8. Binding Effect

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

9. Choice of Law and Venue

The Parties agree that this Agreement is to be governed, construed and enforced in accordance with the laws of the State of California. The Parties also agree that the venue of any litigation arising out of or connected with this Agreement will lie exclusively in the state trial court or Federal District Court located in Santa Clara County in the State of California. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information. To the extent Consultant discloses confidential or proprietary information with Valley Water, Consultant shall designate and clearly identify such information as "confidential" or "proprietary."
- B. Both Parties understand and acknowledge that each Party is providing information to the other Party with the understanding that such information will be handled appropriately.

- C. The Parties agree to disclose confidential information only to their officers, employees, and consultants on a need-to-know basis.
- D. To the extent allowed by law, each Party will immediately notify the other Party of any request by any third party to have access to confidential information, and will not disclose the requested information without first receiving express written authorization from such Party.
- E. Nothing in this Subsection 10 will be construed to prohibit disclosure of confidential information to the extent that such disclosure is required by law, including the California Public Records Act, Government Code sections 6250 et seq., or valid order of a court or other governmental authority; provided, however, that, to the extent permitted by law, the responding party shall give prompt written notice to the other party and the scope of such disclosure is limited to the extent possible.
- F. Notwithstanding the aforementioned confidentiality requirements, upon the request of Valley Water Project Manager, Consultant, and its Subconsultants shall execute Valley Water's most current Non-Disclosure Agreement in effect at that time.
- G. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

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

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant, shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.

D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:

- 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by Valley Water an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; or
 - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement;
- 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement that filed an Assuming Office Statement, shall file in a manner prescribed by Valley Water, an amendment to their Form 700 anytime there is a need to correct or change disclosure information;
- 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by Valley Water, during Valley Water's annual filing season, as determined by Valley Water;
- 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform Services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement with Valley Water when one of the following occurs:
 - a. Upon termination of this Agreement; or
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in Valley Water's Conflict of Interest Code);
- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to Valley Water pursuant to the California Political Reform Act, Government Code §81000 et. seq. and §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from Valley Water Project Manager, Consultant will have 15 calendar days to remove said employee(s), officer(s), agent(s), Subconsultant(s) and subcontractor(s) employee(s) from the Project and provide a replacement acceptable to Valley Water;

- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by Valley Water is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

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

14. Good Neighbor

Valley Water always strives to be a good neighbor to the community adjacent to its facilities. Consultant will ensure that disturbance to neighbors is minimized. Consultant, its staff, and

Subconsultants will always interact with the members of the public in a polite and professional manner.

15. Governmental Permits and Notifications

Unless otherwise expressly stated herein or in an executed Task Order, Consultant represents and warrants that it has investigated the need for, and has or will procure, at its cost, and in its own name to the extent allowed by law, all governmental permits, notifications, approvals and inspections required for the performance of the Services. Consultant shall promptly notify Valley Water if any such permit or approval lapses, or is modified or revoked. If, pursuant to applicable law, any such permits or approvals must be procured in Valley Water's name, Consultant shall promptly so inform Valley Water and assist Valley Water in obtaining such permits or approvals.

16. Taxes and Benefits

Consultant has full and exclusive liability for the payment of, and Consultant will pay, any and all taxes and contributions for unemployment insurance, retirement benefits, workers' compensation insurance or benefits, life insurance, pensions, annuities and similar benefits and any other employment-related costs, obligations, and duties that may now or hereafter be imposed by law, collective bargaining agreements or otherwise with respect to persons employed by Consultant for the performance of Services pursuant to this Agreement.

17. Nonwaiver of Rights

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

18. No Third-Party Beneficiaries

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

19. Severability

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

20. Debt Limitation

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

21. Notices

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

VALLEY WATER:

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

CONSULTANT:

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

22. Appendices

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

Appendix One - Additional Legal Terms
Appendix Two - Dispute Resolution – NOT USED
Appendix Three - Task Order Template
Appendix Four - Insurance Requirements
Appendix Five - Commercial Risk Solutions U.S. Brokerage Terms of Service and Global Brokerage Centre London

23. Schedule(s) and Attachments

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

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

(SIGNATURES FOLLOW NEXT PAGE)

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

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

By: _____
Tony Estremera
Chair, Board of Directors

Date: _____

ATTEST:

Maximillion Overland, CMC
Acting Clerk, Board of Directors

AON RISK INSURANCE SERVICES WEST, INC.
Consultant

Signed by:
By:  _____
Shelley Yim
Market Leader

Date: 10/8/2025

Consultant's Address:
425 Market Street, Suite 2800
San Francisco, CA 94105

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

1. Dispute Resolution – NOT USED

2. Small Business Enterprise (SBE) Outreach Program Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 0% or more of the Fixed Fees stated in the Standard Consultant Agreement, Attachment One Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

3. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water Deputy Operating Officer unless delegated to an Assistant Operating Officer and/or Unit Manager.
- C. Valley Water Assistant Operating Officer is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. - NOT USED
- D. Valley Water Unit Manager is authorized to approve individual Task Orders in an amount not-to-exceed \$[authorization amount]. - NOT USED
- E. The total not-to-exceed amount for any one Task Order shall not exceed \$[NTE Amount]. - NOT USED

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**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

(NOT USED)

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

Task Order No. _____

Title: _____

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

Valley Water: _____

Consultant: _____

1. Upon full execution of this Task Order No. _____, as set forth in the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and the issuance of a Notice to Proceed by Valley Water Project Manager, the Consultant is hereby authorized to perform the Services described in Attachment A to this Task Order. Any costs incurred, Services performed or expenditures by the Consultant before this Task Order is executed or before the issuance of the Notice to Proceed will be considered outside the contracted Scope of Services and will not be eligible for payment.
2. Both the Scope of Services to be performed and the deliverables to be provided in accordance with this Task Order are described in Attachment A which is attached hereto and incorporated by this reference. Attachment A shall include at a minimum the following:
 - A. The Consultant personnel to be assigned to perform the Services, including resumes if not previously provided to Valley Water;
 - B. Estimated cost of each other direct cost, including any applicable fees;
 - C. The distribution detail for each service and reimbursable expense. This information must be included in the invoice for the services authorized pursuant to this Task Order; and
 - D. Project schedule for completing the Scope of Services.
3. Consultant shall be compensated at fees or at the hourly rates established in Schedule A-GEN, Attachment One, Fees and Payments, of the Agreement. Consultant agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted in the Attachment A.
4. This Task Order becomes effective on the date of full execution by authorized representatives of the Parties and remains in effect until the earlier of: completion of the tasks set forth in Attachment A or [expected completion date].
5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.

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

- 6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
- 7. Prevailing Wage Requirements [NOT USED]
- 8. Signatures:

Signature:	_____ NAME OF CONSULTANT FIRM [PRINT NAME] [PRINT TITLE]	_____ DATE
Signature:	_____ SANTA CLARA VALLEY WATER DISTRICT [PRINT NAME] [PRINT TITLE]	_____ DATE

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. 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 Appendix Four Insurance Requirements.

Without limiting the Consultant's indemnification of, or liability to, the Santa Clara Valley Water District ("District" or "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 verify the insurance coverage required herein.

In addition to certificates, Consultant must furnish District with copies of all blanket endorsements affecting coverage required by this Appendix Four Insurance Requirements. The certificates and blanket endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All blanket endorsements and certificates are to be received and approved by District before the Agreement is executed.**

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

Certificates of Insurance

Consultant shall furnish the District 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 District Contract Administrator.

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/PB No. A5443A/VW0583**

IMPORTANT: The agreement or PB number must be included.

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

1. Certificate Holder shall be named as Additional Insured;
2. District agreement or project number shall appear;

Owner Controlled Insurance Program (OCIP)
for the Anderson Dam Seismic Retrofit Project (ADSRP)
Standard Consultant Agreement-Admin-GEN-12/13/24
Ver. 10.8.25

Agreement No. A5443A / PB File No. VW0583

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

3. Waiver of Subrogation must be indicated and attach blanket endorsement for the CGL, Auto & WC policies.

If Consultant receives any notice that any of the insurance policies required by this Appendix Four Insurance Requirements may be cancelled or coverage materially reduced for any reason whatsoever, Consultant shall provide written notice to the designated District Contract Administrator that such insurance policy required by this Appendix Four Insurance Requirements is materially canceled or coverage is reduced. Replacement Certificates shall be provided.

Maintenance of Insurance

If Consultant fails to maintain such insurance as is called for herein, District, 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 the District with a current Certificate of Insurance and blanket endorsements within thirty (30) business days of 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/PB No. A5443A/VW0583**

IMPORTANT: The agreement or PB number must be included.

Consultant must, at its sole cost and expense, 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.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

- b. Contractual Liability per written 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:
- \$1,000,000** combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.
3. Professional/Errors and Omissions Liability with coverage as indicated:
- \$20,000,000** per claim/ **\$20,000,000** aggregate
- Professional/Errors and Omissions appropriate to the Consultant's profession, and must include:
- a. 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. Insurance must be maintained and evidence of insurance must be provided for three (3) years after completion of the contract of work.
4. Workers' Compensation and Employer's Liability Insurance
- Statutory California Workers' Compensation coverage covering all work to be performed for the District.
- 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 a blanket additional insured endorsement for Commercial General/Business Liability (for both on-going and completed operations) and Business Automobile liability coverage including the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds. Other public entities may also be added to the additional insured endorsement as applicable as it relates to this signed contract and the Consultant will be notified of such requirement(s) by the District. **NOTE:** This section does not apply to the Workers' Compensation and Professional Liability policies.

STANDARD CONSULTANT AGREEMENT APPENDIX FOUR INSURANCE REQUIREMENTS

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate blanket 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, blanket endorsement or language in the insurance contract) that consultant's Commercial General Liability and Business Auto Liability insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause:** Consultant will provide thirty days advance written notice to District if any of the policies are cancelled.
4. **Acceptability of Insurers:** All coverages must be issued by companies permitted 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.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions are the sole responsibility of Consultant.
6. **Subconsultants:** The Consultant shall be responsible for ensuring that all subconsultants performing the Contract Services maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to the District.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Consultant for the benefit of the District must not be deemed to release or limit any liability of Consultant. Damages recoverable by the District 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 the District 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, blanket endorsement or language in the insurance contract) that subrogation has been waived by its insurer.
10. **Non-compliance:** The District reserves the right to withhold payments to the Consultant in the event of material noncompliance with the insurance requirements outlined above.

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$2,000,000)	
	B.	Additional Insured (Blanket Endorsement)	
	C.	Waiver of Subrogation (COI, Blanket Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	

Auto Liability:	A.	Limits (\$1,000,000)	
	B.	Additional Insured (Blanket Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primary (COI, Blanket Endorsement or policy language)	

Umbrella:	A.	Limits	N/A
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Workers Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Blanket Endorsement or policy language)	

Professional/Errors and Omissions Liability:	A.	Limits (\$20,000,000)	
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Cyber – Included under Professional/Errors and Omissions	A.	Limits (\$1,000,000)	
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**STANDARD CONSULTANT AGREEMENT
APPENDIX FIVE
COMMERCIAL RISK SOLUTIONS U.S. BROKERAGE TERMS OF SERVICE**

In the event of a conflict between this Appendix Five and the terms of the Standard Consultant Agreement, the terms of the Standard Consultant Agreement shall control and take precedence.

Prior Placements

Consultant assumes no responsibility for the adequacy or effectiveness of programs or coverages that Consultant did not implement or place.

Intermediaries

Consultant encourages its retail brokers to approach markets directly (without an intermediary) wherever possible. However, where Consultant believes it is in Valley Water's best interest, Consultant may recommend the use of intermediaries, including but not limited to co-brokers, sub-brokers, managing general agents/managing general underwriters, wholesale brokers, or reinsurance brokers (collectively, "**Intermediary**") to assist in the procurement and servicing of Valley Water's insurance. Consultant prefers, wherever possible, to use the services of an Aon-affiliated Intermediary and Consultant will not be responsible for a non-Aon affiliated Intermediary's actual or alleged acts, errors, or omissions or those of its officers, directors, or employees. When an Aon-affiliated Intermediary works with insurers with whom Consultant has placed Valley Water's insurance, Consultant may share information Consultant has collected from Valley Water with such Intermediary or with (re)insurers to facilitate that Intermediary's placement of (re)insurance, which may generate remuneration for Consultant. Any and all compensation earned by an Intermediary in connection with the Programs will be in addition to the compensation paid to Consultant and will not be credited against the Fee.

Pricing

Consultant does not and cannot guarantee the availability or price of insurance for Valley Water's risks and is not responsible for fluctuation in the premiums charged by insurers. Consultant will rely on Valley Water to review and approve any calculation or estimation of premium and Consultant is not responsible for any loss occasioned as a result of Consultant's calculation or estimation of premium and statutory charges that may apply to Valley Water's insurance.

Insurer Solvency

While Consultant only engages insurers who meet certain requirements as established by Consultant from time to time, Consultant makes no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

Surplus Lines and Other Government Taxes

Insurance may not be available in the admitted marketplace for the terms and conditions specified by Valley Water. In such event, Consultant's insurance proposal may include one or more insurers not licensed to transact insurance in the states of exposure and such coverage may be placed as surplus lines coverage pursuant to applicable insurance laws governing the placement of insurance with non-admitted insurers. Persons and entities insured by surplus lines insurers cannot avail themselves of the protection and recovery afforded by the state insurance guaranty funds in the event the surplus lines insurer should become insolvent. The states do not audit the finances or review the solvency of surplus lines insurers.

In some instances, these insurance placements made by Consultant or its affiliates on Valley Water's behalf may require the payment of state surplus lines, excise, or other taxes and/or fees in addition to the premium itself. Consultant will endeavor to identify any such tax and/or fee in advance, but in all instances the

**STANDARD CONSULTANT AGREEMENT
APPENDIX FIVE
COMMERCIAL RISK SOLUTIONS U.S. BROKERAGE TERMS OF SERVICE**

payment of these taxes and/or fees will remain the responsibility of Valley Water. Consultant will invoice Valley Water for the payment of such taxes and fees where it is Consultant's responsibility to do so.

Premium Remittance

Premiums paid by Valley Water to Consultant for remittance to insurers and Valley Water premium refunds paid to Consultant by insurance companies for remittance to Valley Water are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Valley Water. Subject to such laws and the applicable insurance company's consent, where required, Consultant will retain the interest or investment income earned while such funds are on deposit in such accounts.

Client Responsibilities

To the extent that any portion of Consultant's compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to Valley Water, it is Valley Water's responsibility to disclose the actual net cost of the brokerage and insurance costs Valley Water has incurred to third party(ies) having an interest in such amounts.

Insurance Proposals and Summaries

Consultant's insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished as a matter of information for Valley Water's convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions, and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter, or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

Contract and Lease Review

Consultant does not and cannot provide legal advice as to whether Valley Water's insurance program covers legal obligations contained in Valley Water's contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans.

Loss Control

Any loss control services, summaries and/or surveys performed by Consultant are advisory in nature and are for the sole purpose of assisting Valley Water in Valley Water's development of Valley Water's risk control and safety procedures. Such services and/ or surveys are limited in scope and do not constitute a safety inspection nor verify that Valley Water is in compliance with federal, state, and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

Claim Notification to Insurers

Unless Consultant has a specific signed agreement with Valley Water to the contrary, it is Valley Water's responsibility to take such steps as are necessary to directly notify those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of Valley Water's policies. Consultant assumes no duty or responsibility with respect to such notifications or monitoring Valley Water's obligation to place insurers on notice unless undertaken in a separate written agreement. Valley Water may send copies of such notices to members of Consultant

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staff for informational purposes only, but the receipt of such notice by Consultant will not create additional duties or obligations owed by Consultant to Valley Water nor constitute notice to Valley Water's insurers.

International Trade Restrictions

Consultant maintains a strict global policy regarding compliance with international trade restrictions (the "**TR Policy**") including, those administered in the United States by the Office of Foreign Asset Control ("**OFAC**"). Compliance with the TR Policy is mandatory for all Consultant staff worldwide, and no exceptions to the TR Policy are permitted under any circumstances.

In summary, the TR Policy incorporates all Applicable Laws, which may expose Consultant to the risk of sanctions or other penalties, including those that relate to export controls and designated parties (including parties regarded by OFAC as Specially Designated Nationals). The TR Policy affects, in particular (but not solely), certain transactions related to countries subject to sanction, prohibition or restriction under UN Security Council Resolutions or under other applicable trade or economic sanctions, laws or regulations (collectively known as "**Restricted Territories**"). The Restricted Territories under the TR Policy may be subject to change in line with international trade restrictions.

Consultant expects Valley Water to carry out appropriate due diligence to ensure its activities are in accordance with all applicable trade restrictions laws and regulations. Consultant does not assume responsibility for Valley Water's compliance with such requirements. If Valley Water becomes aware that any of the Services, including any risk Valley Water has (re)insured or are proposing to (re)insure through Consultant, involves a Restricted Territory or any other relevant trade restrictions, Valley Water should inform Consultant (or the relevant Consultant Related Entity) immediately. Where Consultant becomes aware that an entire transaction is contrary to the TR Policy, then Consultant will be unable to act for the period during which the transaction is contrary to the TR Policy. If part of a transaction Consultant has been asked to carry out (or has already carried out) would constitute, or constitutes, a breach of the TR Policy, Consultant will not be able to act with respect to that part, whether it involves a placement, renewal, variation of (re)insurance contract, payment, processing, advising, the handling of a claim or any other Service for the period during which that part of the transaction is contrary to the TR Policy. Consultant will be able to continue to provide other Services that do not contravene the TR Policy.

Consultant will not incur any liability whatsoever to Valley Water in the event Consultant relies upon this International Trade Restrictions section.

Anti-Bribery and Anti-Corruption

The Parties undertake:

1. to maintain appropriate policies, procedures and internal controls designed to prevent that any acts of bribery or corruption in breach of any anti-bribery and anti-corruption laws applicable to either Party, in relation to the Services, will take place anywhere in the world;
2. not to do, or omit to do, any act that will cause or lead either Party to breach any anti-bribery and anti-corruption laws applicable to it; and
3. to keep proper and accurate books and records reflecting all payments made, and expenses incurred in connection with the performance of the Services.

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**Additional Provisions regarding programs placed by
the Global Brokerage Centre London (“GBCL”)**

These terms together with any additional documentation which Aon may provide to Client in connection with the GBCL, during the provision of Aon’s Services, set out the basis of Client’s relationship with the GBCL.

1. Role of GBCL

The GBCL operates as a wholesale insurance broker which means that Aon takes instructions from and provide Aon’s opinion and recommendations to the Aon office who Client has contracted with (“**Local Aon Office**”) who will in turn communicate with Client. **Any activities which can only be undertaken by an authorized or regulated entity in Client’s jurisdiction will be performed by Client’s Local Aon Office.** If Client has any questions about Client’s insurances or these requirements, Client should discuss them with Client’s usual Local Aon Office contact.

2. Regulated Status

- 2.1** Depending on the jurisdiction in which Client is resident or established, placement(s) may be affected by the GBCL comprised in Aon UK Limited (“**Aon UK**”) or Aon Belgium B.V. (acting through its UK branch) (“**Aon Belgium**”) on behalf of Client’s Local Aon Office.
- 2.2** Aon UK Limited is a company incorporated in England and Wales (registered number 0210725) and has its registered office at The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AN.
- 2.3** Aon UK Limited is authorised and regulated by the UK’s Financial Conduct Authority (“**FCA**”). Aon UK Limited’s Financial Services Register number is 310451. Client can check this, together with Aon UK Limited’s permissions to provide certain regulated products and services, on the Financial Services Register by visiting the FCA’s website <https://register.fca.org.uk/> or by contacting the FCA on +44 (0) 800 111 6768.
- 2.4** Aon Belgium B.V. is a company incorporated in Belgium in the form of a limited liability company (*société privée à responsabilité limitée/besloten vennootschap met beperkte aansprakelijkheid*), with its registered office at Telecomlaan 5-7, 1831 Diegem, Belgium and registered with the Crossroads Bank of Enterprises under number 0426.531.863 (Commercial court of Brussels, Dutch-speaking division). Aon Belgium B.V. is registered in the UK with Companies House as an overseas company under company number FC035883.
- 2.5** Aon Belgium B.V. is authorised and regulated in Belgium as an insurance intermediary by the Belgian Financial Services and Markets Authority (“**FSMA**”) under number 013982. Client can check this on the Insurance Intermediaries Register by visiting the FSMA’s website <https://www.fsma.be/nl/verzekeringstussenpersoon>.
- 2.6** Aon Belgium B.V. and its UK Branch is authorised and regulated by the UK’s Financial Conduct Authority. Aon Belgium’s Financial Services Register number is 972556. If Client has any questions in relation to the UK Branch Client can contact: Head of Branch Operations, Aon Belgium B.V. UK Branch, The Aon Centre, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AN.

4. Client’s Duty to Make a Fair Presentation

- 3.1** Where Client’s insurance policy arranged by the GBCL is governed by the laws of England and Wales, Scotland or Northern Ireland, Client’s disclosure obligations are summarized below.
- 3.2** By statute, Client is legally required to make a fair presentation of the risk that Client is seeking to insure to the insurer. To make a fair presentation of the risk Client must disclose all Material Information (described below) that Client knows or ought to know or failing that provide disclosure which gives the insurer sufficient information to put a prudent insurer on notice that it needs to make further inquiries. Client should keep in mind that this is not meant to result in a two-stage process where Client provides insurers with little information and they ask all the questions. In addition, Client must make the disclosure in a manner which would be reasonably clear and accessible to a prudent insurer. Every material representation as to a matter of fact must be substantially correct and every material representation as to a matter of expectation or belief must be in good faith.
- 3.3 “Material Information”** means any circumstance or representation which is material in that it would influence the judgment of a prudent insurer in determining whether to take the risk and, if so, on what terms. If Client is in doubt as to whether information might be relevant to an insurer’s determination, Aon would advise that Client disclose it.

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- 3.4** Client will be deemed to know all Material Information that is known to Client's senior management or those responsible for arranging Client's insurance, and which should reasonably have been revealed by a reasonable search. Client's search will need to include information which is held by other persons (for example, Client's insurance broker), and Client's agents. Client agrees that Aon is not required to provide Client or insurers with any information that Aon has received (i) from anyone other than Client or those acting on Client's behalf or (ii) otherwise than directly in connection with the particular contract of insurance Aon are placing for you. Any losses Client suffers as a result of any related non-disclosure or misrepresentation will be Client's responsibility.
- 3.5** Failure to disclose all Material Information or misrepresenting circumstances could result in the terms of Client's insurance contract being rendered void (so that claim(s) are not paid and there is no cover), terms being amended or insurers reducing any claim(s) paid in proportion to the increased premium that would have been charged had the true position been known. Insurers may also have a right to recover all or part of any claim payments made.
- 3.6** The disclosure obligations outlined above will arise before the policy is entered into. Therefore, if Client becomes aware that information that Client has supplied prior to confirmation of Client's insurance cover was incorrect or incomplete, Client should tell Client's usual Local Aon Office contact immediately. Representations may be withdrawn or corrected before the policy is entered into.
- 3.7** The disclosure obligations outlined above also arise after the policy is entered into as the duty to make a fair presentation is re-imposed when there are changes or variations in cover, when the insurance contract is renewed or extended and when Client make a claim. In addition, changes which relate to compliance with a warranty or condition in the insurance contract must be notified at once. Some insurance contracts also contain an express obligation to notify any change in risk. Client needs to ensure that Client is familiar with the terms of Client's policy and have taken any advice Client requires to understand the implications.
- 3.8** If the policies are written under the laws of other jurisdictions, other requirements may apply under applicable law.

5. Safeguarding Client's Money

- 4.1** Where Aon Belgium acts on Client's behalf it works based on a "**Risk Transfer**". This means that premium received from Client by Aon Belgium is deemed to have been received by the insurer. In such circumstances, premiums Aon Belgium receives are held as insurer money ("**Insurer Money**") in a designated account. Conversely, claims payments and/or premium refunds will only be treated as having been received by Client when they are actually paid to Client.
- 4.2** Where Aon UK acts on Client's behalf it shall hold premiums due to insurers, any claims payments and/or premium refunds due to Client as client money ("**Client Money**"). During the provision of the Service to Client, Aon UK and any of its Appointed Representatives (as defined in law and the FCA rules) will deposit all payments received in respect of Client Money in a bank account governed by a trust deed, which is a Non-Statutory Trust (NST), that complies with FCA rules ("**Trust Account**"). The FCA rules seek to protect clients against any inability of an insurance broker to transfer premiums to an insurer or to transfer claims payments and/or premium refunds to the client. Client Money subject to Scottish Law will be held by Aon acting as Client's agent. The fact that Aon holds money on trust also gives rise to fiduciary duties which will be owed to Client until the money reaches the insurer or the duty is otherwise validly discharged.
- 4.3** In some instances, the insurer may also grant Aon UK "**Risk Transfer**". Aon UK may then co-mingle Insurer Money with Client Money under the terms of the same trust deed when permitted by the FCA to do so.
- 4.4** Where Aon UK acts on Client's behalf in respect of activities other than insurance distribution activities that are regulated by the FCA it may not be permitted by the FCA to hold Client Money in the same Trust Account as it uses for regulated activities. In this case Aon UK will hold Client Money in segregated bank account(s) established solely for this purpose.
- 4.5** The terms of the Trust Account(s) permit Aon UK to use the money held in connection with insurance distribution activities in the Trust Account ("**Trust Monies**") on behalf of one client to pay another client's premium before the premium is received from that client and to make claims payments and/or premium refunds to another client before Aon UK receives payment from the insurer. However, Aon UK is not permitted to use

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Client Money for any other purpose.

- 4.6** In the normal course of business and within the standard terms of its Trust Accounts arrangements, Aon UK retains the right to place part of the Trust Monies into a restricted range of investments which include deposit accounts and money market funds. However, under the terms of the Trust Accounts Aon UK remains liable for meeting any trust fund shortfalls that may arise as a result. In accordance with market practice, Aon UK retains all interest and earnings received on Trust Monies.
- 4.7** Aon UK will pay premiums directly to insurers and receive premium refunds and/or claim payments directly from insurers or their representatives except where Aon have engaged the services of another intermediary or settlement agent in which case settlements may then be transferred between Aon UK and the other intermediary or settlement agent. Should such an intermediary or settlement agent be located outside of the United Kingdom, payments will be made to and from their jurisdiction and will be subject to a legal and regulatory regime different from that of the United Kingdom. In the event of a failure of the intermediary or settlement agent, Client Money may be treated differently from the treatment which would have applied if it were held by an intermediary in the United Kingdom. Client may notify Aon if Client does not wish Client's money to be passed to a person in a particular jurisdiction and Aon will consider making a payment to an alternative jurisdiction.
- 4.8** Aon UK may deposit Client Money in a client bank account outside the United Kingdom, unless Client notifies Aon that Client does not wish Client's money to be held in a particular jurisdiction. In such circumstances, the legal and regulatory regime applying to the approved bank will be different from that of the United Kingdom and, in the event of a failure of the bank, Client's money may be treated in a different manner from that which would apply if the money were held by a bank in the United Kingdom.
- 4.9** Please note that fees and/or brokerage, where / if due, will normally be deducted by Aon on receipt of premium.
- 4.10** We believe the above arrangements provide Client with significant and effective protection for Client Money. Client's agreement to all aspects of these arrangements will be assumed unless an objection is registered with Aon or, where applicable, Aon's appointed representative prior to Client's first remittance being received by Aon.

6. Market Abuse Regulation

Client agrees to inform Client's usual Local Aon Office contact immediately in writing if (i) any confidential information which Client provide to Aon, or intend to provide to Aon, constitutes "inside information" (within the meaning of Article 7 of Regulation (EU) No. 596/2014 on market abuse ("**MAR**") ("**Inside Information**"); and (ii) any Inside Information previously disclosed to Aon ceases to be Inside Information. Client agrees to clearly identify to Aon in writing which specific parts of the confidential information constitute, have become or ceased to be Inside Information. In the event that Client requires Aon to maintain an "insider list" (within the meaning of Article 18 of MAR) of individuals who have access to such Inside Information, Client agrees to notify Aon in writing prior to, or upon, providing such Inside Information. In the event that Client does not notify Aon that the Confidential Information Client has provided Aon with constitutes Inside Information or that Client requires Aon to draw up and maintain an insider list, Aon will have no obligation to draw up or maintain such list. For the avoidance of doubt, Aon shall not be required to draw up or maintain insider lists in respect of third parties.

7. The GBCL's Approach to Marketing Client's Risks

- 6.1** We will always seek to negotiate competitive terms in line with Client's instructions provided via Client's Local Aon Office and use our judgment and experience to evaluate effective placement methods or combinations of methods to meet these requirements.
- 6.2** In certain instances, Aon may only approach one insurer to provide a lead quotation (or full quotation where the insurer is able to underwrite alone the terms, conditions and limit required). Where this is the case, Aon will advise of the reason why Aon have taken this approach. Otherwise, Aon will approach multiple insurers to provide either lead quotations or single market solutions. Typically, this will be a limited number of insurers for the class of business; however, Aon will advise Client's Local Aon Office when Aon have approached an appropriate number of insurers to reflect a fair analysis of the market. A list of insurers considered and/or approached to provide quotations will be available upon request from Client's Local Aon Office.

- 6.3** Client agrees and acknowledges that Client are responsible for the decisions made regarding the insurer(s)
Owner Controlled Insurance Program (OCIP)
for the Anderson Dam Seismic Retrofit Project (ADSRP)
Standard Consultant Agreement-Admin-GEN-12/13/24
Ver. 10.8.25

Agreement No. A5443A / PB File No. VW0583

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selected for Client's insurance placement. The GBCL does not guarantee or warrant the availability of an insurance contract or the financial security, solvency or performance of any insurer. Client acknowledges and agrees that Aon is not the insurer.

7 The GBCL's Use of Market Facilities

- 7.1 Where appropriate the GBCL may utilize market facilities in the placement of Client's risk(s). Market facilities enable the efficient placement and servicing of risks fitting a prescribed profile that, in the open market, may otherwise be difficult to place or could attract higher premiums or reduced coverage.
- 7.2 These facilities may be underwritten by one or more insurers and may be used alone or in conjunction with single or subscription markets to deliver capacity for larger risk exposures.
- 7.3 A number of these facilities include delegated authorities that give Aon Underwriting Managers ("AUM") and/or One Underwriting B.V. ("One Underwriting") underwriting authority to act as a Managing General Agent ("MGA") on behalf of insurers. AUM delegated authorities may also be branded as 'Maven'. Access to these market facilities is an exclusive benefit to clients of the GBCL and is not available through alternative brokers or intermediaries.
- 7.4 This may include arrangements where a pre-agreed percentage of the risk can be bound at the qualifying lead insurer's price, terms, conditions and limits. The GBCL currently has such arrangements with various Lloyds syndicates and Lloyds Insurance Company S.A. under the Aon Client Treaty ("**ACT**") where risks are bound and administered by AUM and/or One Underwriting as MGA on behalf of the subscribing insurers. The identity of all participating insurers for ACT is available on request.
- 7.5 Details will be provided by Client's Local Aon Office if a market facility has been used for Client's insurance placement or where GBCL has placed any participation via an arrangement where AUM, One Underwriting or another Aon affiliate is acting as an MGA on behalf of an insurer (in either case, this will be clearly identified within the Security Details of the placement documentation). The GBCL shall be the **exclusive broker** of risks underwritten under such facilities for the duration of the relevant policy(ies) even if Client terminates Aon's broker appointment mid-term. This will not apply if Client cancels the policy(ies).
- 7.6 In the operation of market facilities functions that insurers would normally perform are transferred to an Aon affiliate, (which may include GBCL, AUM, Aon Underwriting or other Aon affiliate) and the insurers pay the relevant Aon affiliate certain management service fees and work transfer fees for carrying out these functions on their behalf. This is in addition to any commission earned by Aon and may include profit or contingent commission.
- 7.7 Facultative reinsurance may be arranged by Aon for insurers who have provided quotes on your insurance placements. Any such facultative reinsurance placed will be under a separate arrangement between the reinsured, reinsurers and us. (Re)Insurers may independently remunerate Aon for these services.
- 7.8 We may also carry out certain aspects of the administration associated with Client's placement on behalf of, or for the benefit of, open market insurers. Aon may receive additional remuneration for this activity from the insurers.
- 7.9 We are committed to transparency in Aon's relationship. Client has the right to request details in respect of any additional remuneration earned by Aon in connection with Client's insurance placement. Please contact Client's usual Local Aon Office contact.
- 7.10 With respect to services provided by Aon Belgium, Client can consult Aon Belgium's placement policy on: <http://www.aon.com/belgium/du/attachments/2015/AssurMiFID-legislation-EN.pdf>.

SCHEDULE A-GEN SCOPE OF SERVICES

1. Representatives

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

Sheryl Higa (VWPM)
Risk Manager
Office of District Counsel
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2213
Email: shiga@valleywater.org

Carlos Orellana
District Counsel
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2755
Email: Corellana@valleywater.org

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

Ryan Jang
Vice President, Senior Project Manager
425 Market Street, Suite 2800,
San Francisco, CA 94105

Phone: 646-280-7020
Email: ryan.jang@aon.com

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

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

Stephen Juan
West Coast Project Solutions Leader
425 Market Street, Suite 2800
San Francisco, CA 94105

SCHEDULE A-GEN SCOPE OF SERVICES

Phone: 213-280-5037

Email: Stephen.juan@aon.com

2. Scope of Services

- A. This Schedule A-GEN, Scope of Services describes the professional services to be performed by Consultant for the Valley Water's **Owner Controlled Insurance Program (OCIP) for the Anderson Dam Seismic Retrofit Project (ADSRP)** (Project). Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional services.
- B. Consultant will provide design, marketing and management of the OCIP for the ADSRP, beginning with the bid process and through closeout. This program will include all lines of insurance, except for Workers' Compensation, to include Builders Risk, Owners Protective Professional Liability, Environmental Liability, OCIP General Liability and Excess Liability Coverage.

3. Project Objectives

- A. Design and provide an OCIP and OCIP Manual.
- B. Provide contractor bidding services.
- C. Provide claims management, risk controls, and closeout services.

4. Project Background

- A. The Anderson Dam is located in south Santa Clara County, 2.5 miles northeast of downtown Morgan Hill, California. Anderson Dam is under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and the California Department of Water Resources, Division of Safety of Dams (DSOD).
- B. The existing Anderson Dam has the highest hazard/consequence classification from both regulating agencies, rated as "High Hazard Potential" by FERC, and "Extremely High" by DSOD due to the potential for significant downstream consequences, including life loss, should failure occur. The classifications are based on concerns over the anticipated performance during a seismic event. Due to these safety performance concerns, Anderson Reservoir, which is impounded by Anderson Dam, has been operating under a restriction since 2008.
- C. The ADSRP aims to address these dam safety issues to restore Anderson Reservoir to full operating capacity following completion of the project work. The key project work includes (1) removal and reconstruction of the majority of the existing Anderson Dam with a more seismically stable embankment, (2) replacement of the existing spillway with a larger capacity spillway to safely pass flood events, and (3) construction of new low-level and a new high-level outlet works to improve operation and emergency drawdown of the reservoir. In addition, the Project includes site restoration, operational improvements, and other ancillary work to Anderson Dam.

SCHEDULE A-GEN SCOPE OF SERVICES

- D. The Project will be a multi-year endeavor requiring a staged construction approach. Construction is expected to take place over a seven-year period, which is driven by the need to construct the dam in five years, and two additional years for landscape establishment and maintenance. Construction of project features such as the new embankment dam, new outlet works, and new spillway will overlap at various stages. To continue to bypass the flows from Coyote Creek during ADSRP, a temporary diversion system (including shaft and tunnel) and cofferdam will be constructed utilizing portions of the new outlet works systems. Due to the scale of the embankment work, complex stockpiling and hauling operations will also be required to manage materials efficiently.
- E. During the five years of embankment dam reconstruction, as the existing dam is excavated and the new embankment dam is constructed, the existing spillway will not be available to safely pass large storms. The reconstruction sequence includes having a smaller, interim embankment dam in place each winter with a reduced reservoir capacity, which increases the likelihood of overtopping and risk to the downstream population. Prior to each winter, embankment dam construction is stopped in order to construct a temporary spillway on each interim dam to help safely pass additional flows and reduce the risk to the downstream population to the extent practicable.
- F. Valley Water will utilize a best value selection method to procure the ADSRP construction contractor. Valley Water plans to advertise the construction contract in September 2025 and award the contract in June 2026. An administrative notice to proceed is anticipated to be issued to the awarded contractor in July 2026, with construction starting January 2027 to December 2033, not including the two-year landscape maintenance period. Valley Water estimates the project construction cost between \$1.2 billion and \$2 billion.

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of services.** Consultant shall manage the Scope of Services such that the work is completed within the Fixed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to Consultant for revision and preparation of final versions. As determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process. For each deliverable, Valley Water will collect comments from all Valley Water stakeholders and provide a single set of consolidated comments to Consultant. The comments provided by Valley Water staff during the workshops will

SCHEDULE A-GEN SCOPE OF SERVICES

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

- 4) **Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines, and work instructions for the performance of various Valley Water work. If requested, Consultant will perform the applicable Agreement tasks and/or sub-tasks in accordance with the QEMS framework. In such situations, the VWPM will provide Consultant with the specific QEMS procedure, guideline, and/or work instruction prior to the preparation of such deliverables.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the Services described herein, is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in Section 3. Project Objectives.
- 6) **Document Control.** Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this Project is maintained by Valley Water.
- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

6. Scope of Services

Task 1 – Project Management

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the fixed fees limit stated in Schedule A-GEN, Attachment One, Fees and Payments, and in accordance with the Project Schedule stated in Schedule A-GEN, Attachment Two, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements.

1.1 Kickoff Meeting

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

1.2 Project Design Work Plan. Consultant will prepare a Project Design Work Plan in accordance with this Scope of Services.

SCHEDULE A-GEN SCOPE OF SERVICES

- 1.2.1** The Project Design Work Plan shall include Project objectives, requirements, constraints, a detailed Project Schedule (showing major tasks and deliverables), a breakdown of Consultant's costs for the major tasks, a list of the Consultant's team members and their roles and responsibilities, communication protocols (internal and external), document control procedures, and other administrative procedures.
- 1.2.2** The Project Design Work Plan shall include a Project Quality Assurance and Quality Control (QA/QC) Plan documenting Consultant's procedures to ensure Consultant's services and deliverables meet Valley Water requirements and accepted practices and standards of the Consultant's profession. Valley Water reserves the right to request and review the Consultant's Project documentation demonstrating its adherence with their own quality assurance procedures.
- 1.3 Progress Meetings and Workshops.** Valley Water and Consultant key staff and subconsultants, as determined necessary and appropriate by Consultant, subject to VWPM approval, or at Valley Water's direction, will coordinate and attend periodic progress meetings and workshops with Valley Water staff, regulatory and resource agencies, and review boards, as needed, to review, discuss progress of the work. For each meeting or workshop, the Consultant will prepare the meeting agenda and notes and submit them for review by Valley Water.
- 1.4 One-on-One Meetings with Valley Water.** The meeting schedule will be established jointly by the Consultant and Valley Water. Consultant Project Manager must provide a brief update of the team's work activities completed within the week, the look-ahead activities, and the issues and actions that require Valley Water's attention.
- 1.5 Coordination and Communication with External Agencies.** Consultant will assist the VWPM with coordination and communication with appropriate regulatory or other agencies, as necessary, to execute this Scope of Services. This task includes support in drafting correspondence related to the Consultant's Project design activities as requested by Valley Water.
- 1.6 Public Outreach.** If requested, Consultant will provide support and assistance with Valley Water's public outreach activities. Such assistance may include coordination, preparation, and participation including, preparing presentation materials, attendance at meetings, preparation of newsletters, graphics, updates to the Project website, developing responses to questions, and other tasks as directed by the VWPM.

Task 1 – Deliverables

1. Project Design Work Plan including QA/QC Plan (Draft, Draft Final and Final)
2. Meeting agendas, minutes, and presentations
3. Meetings/conference calls attendance and notes; frequency of meetings and/or calls will be at Valley Water's discretion

Task 2 - Insurance Program Design and Marketing

Consultant will design and implement an OCIP that includes: Builders Risk, Owners Protective Professional Liability, Environmental Liability, OCIP Commercial General Liability and Excess Liability (Primary + \$250 million excess) by providing the following services:

Owner Controlled Insurance Program (OCIP)
for the Anderson Dam Seismic Retrofit Project (ADSRP)
Standard Consultant Agreement-Admin-GEN-12/13/24
Ver. 10.8.25

Agreement No. A5443A / PB File No. VW0583

SCHEDULE A-GEN SCOPE OF SERVICES

2.1 Review existing information

- 2.1.1 Review available information to understand the risks of loss associated with the Project.
- 2.1.2 Review current Valley Water Commercial General Liability claims handling procedures under its SIR program.

2.2 Recommend OCIP Claims Management Process

- 2.2.1 Recommend to Valley Water the most efficient OCIP claims management process, taking into account Valley Water's need to be intimately involved in the defense and settlement of claims.
- 2.2.2 Design, market and recommend to Valley Water appropriate coverages, deductibles/SIRs, sublimits, terms and conditions. Represent Valley Water in all negotiations with insurers.

2.3 OCIP Implementation and Claims Handling

- 2.3.1 Obtain third-party claims administrator proposals, if needed.
- 2.3.2 Provide copies of all insurance and service proposals to Valley Water.
- 2.3.3 Place insurance policies with reputable and financially responsible insurers authorized by the State of California which hold a current policy holder's alphabetic and financial size category rating of not less than A- V
- 2.3.4 Implement insurance policies as directed by Valley Water.
- 2.3.5 Create claims handling service instructions with selected OCIP insurers/TPA.
- 2.3.6 Verify the accuracy of each insurance policy, binder, certificate, endorsement, and other documents received from insurers; obtain corrections as needed.
- 2.3.7 Promptly submit originals of all policies and endorsements to Valley Water.
- 2.3.8 Answer questions from Valley Water, construction managers and other Project stakeholders. Obtain answers from underwriters on coverage and administration questions.
- 2.3.9 Attend meetings as directed by Valley Water.
- 2.3.10 Prepare and issue insurance certificates as requested by Valley Water.

2.4 OCIP Reporting and Assessment

- 2.4.1 At least 60 days prior to the program anniversary, submit a written report stating:
 - a. Insured program earned premiums and insured and retained losses by coverage line.
 - b. Identified problems in such areas as claims handling, safety hazards, uninsured risks, etc.
 - c. Recommendations for improved program design and coverage.
 - d. Services performed to date and planned for the future.
 - e. Accounting of all income received from Valley Water and/or the insurer on the OCIP, and the method by which fees and commissions are calculated.
- 2.4.2 Analyze and develop OCIP losses to their ultimate level to determine potential ultimate costs of the OCIP and include in the annual report.

Task 2 – Deliverables

SCHEDULE A-GEN SCOPE OF SERVICES

1. Claims handling instructions provided in electronic format.
2. Annual OCIP Stewardship Report

Task 2 – Assumptions

1. Valley Water will provide Consultant with available information related to this task, if available.
2. After the project is completed, the OCIP and Builder's Risk carriers will conduct an audit. If the actual construction costs are higher than initially reported, additional premium will be charged. For Builder's Risk, 9% commission will apply to any additional premium due.
3. Consultant anticipates placing the Builder's Risk policy only once. However, if the project requires an extension, this may necessitate extending the BR policy, which would result in additional premium and associated commissions. There is also a possibility that the project could be phased, in which case it might be more cost-effective to place multiple policies with smaller insured values. In that scenario, the 9% commission would apply to each policy placement, but the aggregate commission rate would remain at 9%, spread across the total construction value.

Task 3 - Contractor Bidding Services

- 3.1** Assist Valley Water to develop a contractors' bidding package which includes suggested insurance requirements, OCIP coverages, premium credit treatment procedures (net bidding, add/alternate or tracking) and contractors' responsibilities.
- 3.2** Thoroughly educate all contractors on all aspects of their participation in the OCIP.
- 3.3** Attend all pre-bid meetings to explain the benefits and purpose of the OCIP to contractors.
- 3.4** Attend program kick off meetings
- 3.5** Analyze contractors' bids to determine whether they follow the bidding instructions and whether premium deductions for the OCIP coverages follow established procedures.
- 3.6** Prepare and distribute to all contractors and subcontractors an OCIP manual that provides information about the insurance program, claims reporting, record keeping, etc.

Task 3 – Deliverables

1. OCIP Manual and Program Kick Off meetings with Valley Water Staff and Contractors as requested by VWPM

Task 4 - Claims Management Services

- 4.1** Oversee claims reporting and procedures.
- 4.2** Monitor claim service providers' performance
- 4.3** Conduct periodic claims reviews by providers.

SCHEDULE A-GEN SCOPE OF SERVICES

- 4.4** Organize and attend quarterly claim review meetings with claims adjusters and Valley Water.
- 4.5** Interact with insurers, Valley Water, contractors and others (as directed) regarding claims.
- 4.6** Assist Valley Water in the adjustment and settlement of claims.
- 4.7** Advise Valley Water on how coverage applies to specific claims.
- 4.8** Develop and distribute Consultant and insurer claim team contact information

Task 4 – Deliverables

- 1. Consultant and insurer claim team contact information provided in electronic format
- 2. Quarterly Claim Review meetings' organization and facilitation with VWPM and claims adjusters

Task 5 - Risk Control Services

- 5.1** Continually monitor the Project's construction activities and loss exposures to determine if (a) coverage should be modified or added, or (b) new procedures should be adopted.
- 5.2** Review and comment on insurer loss control activities, site surveys and recommendations.
- 5.3** Review legal contracts as directed by Valley Water and provide recommendations related to insurance requirements and other risk transfer implications.
- 5.4** Evaluate and make recommendations to Valley Water on OCIP safety standards for Project contractors.
- 5.5** Provide annual risk control safety inspections to verify that the General Contractor's safety manual is being properly implemented and followed. Recommendations for improvement will be included in the Consultant's inspection report. Additional inspections (i.e., more than once per year) may be purchased for an additional fee.

Task 5 – Deliverables

- 1. Written recommendations to Valley Water on OCIP safety standards for Project contractors provided electronically, as requested by Valley Water
- 2. Risk control safety inspection reports

Task 5 Assumptions

- 1. Consultant's loss control and safety services are purely advisory in nature and are for the sole purpose of assisting Valley Water in monitoring of Contractors' compliance with Project safety standards for the OCIP. Consultant's risk, loss control and safety services are not intended to constitute a safety inspection as provided by a safety engineering service for

SCHEDULE A-GEN SCOPE OF SERVICES

identifying every loss potential, statutory or code violation, or violation of good practice. Rather, Consultant's services are intended to assist Valley Water in the development of risk control procedures.

Task 6 - OCIP Administration Services

- 6.1** Track all insurance-related documents and retain organized, easily transferable records of all aspects of the OCIP program.
- 6.2** Monitor the accuracy of contractor provided information.
- 6.3** Track and maintain up-to-date evidence of automobile liability and other required non-OCIP insurance coverages from all Enrolled General Contractors.
- 6.4** Enroll eligible contractors into the OCIP.
- 6.5** Follow all procedures outlined in the OCIP Manual.
- 6.6** Organize and attend monthly calls with Valley Water regarding OCIP progress and issues.
- 6.7** Execute a written broker-services contract with Valley Water that defines the scope of services and performance standards.
- 6.8** Assist contractors with OCIP enrollment questions.
- 6.9** Issue OCIP certificates of insurance.
- 6.10** Maintain master OCIP policies.
- 6.11** Provide master OCIP policies to contractors upon written request (redacted only).
- 6.12** Answer coverage questions as they arise.

Task 6 – Deliverables

- 1. Broker services contract provided in electronic format
- 2. Monthly meetings with Valley Water

Task 7 - OCIP Risk Management Information System Services (RMIS)

- 7.1** Configure Consultant's existing RMIS to meet the needs of the OCIP and Valley Water.
- 7.2** Implement the RMIS as approved by Valley Water.
- 7.3** Input appropriate OCIP and contractor data into the RMIS.
- 7.4** Prepare RMIS reports on a quarterly basis that keep Valley Water informed on the progress of the OCIP.

SCHEDULE A-GEN SCOPE OF SERVICES

- 7.5** Maintain contractor tracking logs that include:
- a. An alphabetical listing of all contractors, including name, address and telephone numbers
 - b. Lists of all contractors by tiers of relationships
 - c. Contract award dates, start-up dates and completion dates
 - d. Policy type, number, term, limits, insurer and coverage
 - e. Applicable underwriting and rating data.
 - f. Monthly payroll/cost reporting (if part of OCIP structure)
 - g. Compliance with OCIP Manual requirements.

Task 7 – Deliverables

1. RMIS reports in electronic format provided as requested by Valley Water
2. Contract tracking log as requested by Valley Water

Task 8 - OCIP Close-out Services

- 8.1** Recommend to Valley Water when and how the OCIP should be terminated.
- 8.2** Provide for and monitor claims arising from the OCIP through conclusion.
- 8.3** Recommend to Valley Water whether it should negotiate a lump sum buy-out of outstanding claims with its OCIP insurers.
- 8.4** Recommend to Valley Water in a transition planning guide how it should make the transition to its regular risk management program, paying special attention to design errors, construction defects and environmental liability exposures.
- 8.5** Prepare final stewardship report
- 8.6** Notify contractors/subcontractors in writing of program termination date

Task 8 – Deliverables

1. Close-out Services Report(s) provided in electronic format and 2 hardcopies
2. Final stewardship report
3. Transition planning guide
4. Program termination date written notification to contractors/subcontractors.

Task 9 - Supplemental Services

Valley Water may require, and the Consultant will perform, Supplemental Services on an as-needed basis. Prior to performing any Supplemental Services, Valley Water will specify the services needed in writing and at Valley Water's election may document the services in a Task Order. Refer to the Standard Consultant Agreement, Section Twelve, Miscellaneous Provisions, subsection 13. Task Orders, and Appendix Three, Task Order Template.

- 9.1 Additional Services.** Consultant will provide additional quantities of previously identified services as requested by Valley Water. Consultant will provide additional services for

SCHEDULE A-GEN SCOPE OF SERVICES

any quantity of tasks and deliverables beyond those stated in Task **1** through **8** as Task **9** Supplemental Services, to include but not be limited to:

- 9.1.1 Additional meetings;
- 9.1.2 Additional time allotted for meetings;
- 9.1.3 Additional status/progress reports;
- 9.1.4 Additional phone conference calls;
- 9.1.5 Additional pages or copies of technical memoranda, plans, reports, drawings, and specifications; and
- 9.1.6 Additional public outreach visual materials.

Task 9 - Deliverables

- 1. To be determined by task order

Task 9 - Assumptions

- 1. To be determined by task order.

10. Attachments

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

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

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SCHEDULE A-GEN
ATTACHMENT ONE
FEES AND PAYMENTS

1. Total Authorized Funding

- A. Services. Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total fee of **\$3,650,000**. Under no conditions will the compensation to Consultant exceed the total fee amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water’s Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.
- B. Fixed Fee compensation is for Tasks 1-9 as detailed in the Cost Breakdown that follows below.
- C. Builder’s Risk Commission. In addition to the fixed fee, Consultant shall be compensated by receiving commission equal to 9% of the actual Builder’s Risk Insurance premiums incurred for the Project. Such commission shall be calculated only on premiums actually incurred and documented. Builder’s Risk commissions are estimated to be **\$900,000**.

2. Cost Breakdown and Builder’s Risk Placement

The compensation of this Agreement consists of the following cost breakdown. No Services will be performed by Consultant for Supplemental Services without prior written authorization by Valley Water as stated in this Agreement.

Cost Breakdown Table

Task	Description	Fixed Fees
1	Project Management	\$250,000 fixed fee per year (\$62,500 per quarter) for Tasks 1 - 9
2	Insurance Program Design and Marketing	
3	Contractor Bidding Services	
4	Claims Management Services	
5	Risk Control Services	
6	OCIP Administration Services	
7	OCIP Risk Management Information System Services (RMIS)	
8	OCIP Close-out Services	
9	Supplemental Services	
Total Fixed Fees		\$2,750,000

Builder’s Risk Commission

Description	Estimated Cost and Usage	Estimated Total Cost
Builders Risk Placement	9% commission of total Builder’s Risk premium	\$900,000

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

3. Terms and Conditions

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

- 1) Valley Water will pay for Services provided by Consultant according to the fixed fee amount for all professional, technical, and administrative personnel as well as materials and supplies.
- 2) There are no hourly or unit rates allowed under this Agreement. All Services performed shall be included in the fixed fee amount.

B. Reimbursable Expenses

There are no reimbursable expenses allowed under this Agreement.

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

1. This Agreement commences on the Effective Date, subject to accomplishment of all conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. This Agreement expires **11 years**, after the Effective Date, with the option of two one-year extensions, if it is in the best interest of Valley Water. An extension of the term of this Agreement must be in the form of a written amendment signed by both Parties.
3. Valley Water and Consultant may agree to modify the schedule specified for Consultant's performance as an administrative modification to the Agreement and will confirm such modification in writing.

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Duration of Agreement
2	Insurance Program Design and Marketing	18
3	Contractor Bidding Services	18
4	Claims Management Services	Duration of Agreement
5	Risk Control Services	Duration of Agreement
6	OCIP Administration Services	Duration of Agreement
7	OCIP Risk Management Information System Services (RMIS)	Duration of Agreement
8	OCIP Close-out Services	Duration of Agreement
9	Supplemental Services	Duration of Agreement

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**SCHEDULE A-GEN
ATTACHMENT THREE
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Classification	Project Role	Contact Information
Stephen Juan	Senior Vice President	Project Executive	425 Market Street, Suite 2800, San Francisco, CA 94105 213-280-5637 Stephen.Juan@aon.com
Ryan Jang	Vice President	Senior Project Manager	425 Market Street, Suite 2800, San Francisco, CA 94105 646-280-7020, Ryan.Jang@aon.com
Jonathan Andrade	Program Professional	Project Manager	707 Wilshire Blvd., Ste 2600, Los Angeles, CA 90017 213-895-7472, Jonathan.Andrade2@aon.com
Bob Helm	Senior Vice President	Senior OCIP Broker	707 Wilshire Blvd., Ste 2600, Los Angeles, CA 90017 213-453-3966, Bob.Helm@aon.com
Matt Goss	Senior Vice President	Senior Builder's Risk Broker	200 Clayton Lane, Suite 800, Denver, CO 80206 949-212-3362, Matthew.Goss@aon.com
Daniel Sisler	Managing Director	Environmental & Professional Lines Broker	17875 Von Karman, Suite 300, Irvine, CA 92614, 949-395-7984, Daniel.Sisler@aon.com
John Diemer	Claims Director	GL Claims Consultant	707 Wilshire Blvd., Ste 2600, Los Angeles, CA 90017, 951-434-5582, John.Diemer@aon.com
Richard Zuniga	Vice President	Risk Control Consultant	425 Market Street, Suite 2800, San Francisco, CA 94105, 916-759-6293, Richard.Zuniga@aon.com

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

Firm	Project Role	Contact Information
N/A		

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

Ref No.	Description
1	Santa Clara Valley Water District (Valley Water) Non-Disclosure Agreement (NDA) (FC 1650)
2	Santa Clara Valley Water District (Valley Water) Standards for GIS Products April 2021 version: http://gis.valleywater.org/Download/GIS_PRODUCT_STANDARDS.pdf

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