

**NATOMAS UNIFIED SCHOOL DISTRICT**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES**

This Independent Consultant Agreement for Professional Services (“Agreement”) is made as of the **20<sup>th</sup>** day of **June** in the year **2018**, between the Natomas Unified School District ("District") and **AECOM** ("Consultant") (together, “Parties”).

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

**WHEREAS**, the District is in need of such services and advice; and

**WHEREAS**, the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

**WHEREAS**, the Consultant agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District’s satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the scope of services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (“Services” or “Work”).
2. **Term.** Consultant shall commence providing services under this Agreement within one week of receiving authorization from the District and will diligently perform as required or requested by District as applicable. The term for these services shall expire on five weeks after work begins. This Agreement may be extended upon mutual written approval of both parties.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the scope of services in Exhibit A above, and the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certificate
<input type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input type="checkbox"/>	W-9 Form
<input checked="" type="checkbox"/>	Scope of Work
4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **NINETY SIX THOUSAND THREE HUNDRED FORTY FIVE DOLLARS (\$96,345.00)** District shall pay Consultant according to the following terms and conditions:
  - 4.1 Payment for the Work shall be made for all undisputed amount within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.



5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

No expenses shall be allowable without the prior written approval of the District.

6. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees and shall defend and indemnify the District against any claim or liability for any such payments.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services, and Consultant shall defend and indemnify the District against any claim or liability based on unauthorized use of such materials or property.
10. **Pre-existing Proprietary Materials.** Consultant's pre-existing proprietary materials utilized to provide or facilitate the scope of services to the District shall remain the intellectual property of Consultant.
11. **Intellectual Property.** Consultant understands and agrees that all intellectual property developed or produced under this Agreement, including but expressly not limited to any property subject to copyright, trademark or patent, shall become the property of District and cannot be used without District's express written permission, including but expressly not limited to any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
13. **Termination.**
- 13.1 **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. Upon this termination, District shall only be liable to Consultant for services satisfactorily rendered to the date of termination,



and Consultant expressly waives and releases any claims for damages against District that could arise from such termination.

**13.2 Without Cause by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

**13.3 With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.3.1. material violation of this Agreement by the Consultant; or

13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

13.3.3. Consultant is adjudged a bankrupt, Contactor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or arrangements satisfactory to the District for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**13.4** Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

#### **14. Hazardous Materials.**

**14.1** Consultant shall not use, store, release or otherwise introduce on the Premises any substance, chemical, waste or other material that is identified as hazardous, toxic or dangerous in any Federal, State or local law or regulation (hereafter "Hazardous Material").

**14.2** Consultant shall not damage, alter or otherwise affect any clay cap present on the Premises, if any.

**14.3** Consultant shall be solely responsible for the complete cost of removal and/or remediation of any Hazardous Material spilled introduced by Consultant onto the Premises, and Consultant shall defend and indemnify District and its officers and employees from and against all claims or other liabilities therefore, in accordance with the indemnification provisions of this agreement.

**14.4** Any sediment, debris, soil or material of any kind that is extracted by Consultant from the Premises shall not be stored onsite; rather the material(s) shall be disposed of by Consultant at an off-site government-approved location.

**15. Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the



indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

**16. Insurance.**

**16.1** The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

**16.1.1. Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001).

**16.1.2. Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**16.1.3. Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits

**16.2 Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

**16.2.1.** A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

**16.2.2.** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.



- 16.2.3. An endorsement stating that the District and the City of Sacramento, and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 16.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 16.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 17. Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
- 18. Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising there from.
- 19. Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- 20. Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 21. Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 22. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts that there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).
- 23. Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
- 24. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1** Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performances.
- 24.2** Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).
- 25. Limitations of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other



provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

26. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent permitted by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Attn: Javetta Cleveland, Deputy Superintendent  
Natomas Unified School District  
1901 Arena Blvd.  
Sacramento, CA 95834

Attn: Matthew Gerken, Project Manager  
AECOM  
2020 L Street, Suite 400  
Sacramento, CA 95811

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement supersedes any other written or oral agreement regarding the scope of services addressed by this Agreement. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further acknowledge and agree that the performance of this agreement shall occur within the Sacramento County, State of California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Natomas Unified School District**

Date: \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_  
Print Name: Javetta Cleveland  
Its: Deputy Superintendent

**AECOM**

Date: June 4, 2018  
By: *Petra Unger*  
Print Name: Petra Unger  
Its: Principal and Authorized Signatory

**Information regarding Consultant:**

Consultant: \_\_\_\_\_  
Address: 2020 L Street  
Sacramento, CA 95811  
Telephone: 916-414-5800  
Facsimile: 916-414-5850  
E-Mail: matthew.gerken@aecom.com

644647  
Employer Identification and/or Social Security Number

**NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: CA  
 Limited Liability Company  
 Other: \_\_\_\_\_



**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_  
 Proper Name of Consultant: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)



**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below must be checked:

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Consultant’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: May 17, 2018  
District Representatives Name and Title: Jennifer Mellor, Planning Technician  
Signature: \_\_\_\_\_

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subconsultants, agents, and subconsultants’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ Installation of a physical barrier at the worksite to limit contact with pupils.

\_\_\_\_\_ Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY DISTRICT EMPLOYEE ONLY.]**

Date: \_\_\_\_\_  
District Representatives Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Megan’s Law (Sex Offenders)**. I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subconsultant(s) that will be on the Project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

**[MUST BE COMPLETED BY CONSULTANT’S AUTHORIZED REPRESENTATIVE.]**

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: \_\_\_\_\_  
Name of Consultant or Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_



**EXHIBIT A**

**Scope of Services**

1. **Scope of Work** to be performed

[Please see attached proposal and related scope of work.]

00420-00005/3352945.1



February 7, 2018

Jen Mellor  
Natomas Unified School District  
1901 Arena Blvd  
Sacramento, CA 95835

**Subject: Permitting and Monitoring for Paso Verde School**

Greetings, Jen.

As I mentioned recently, I wanted to identify any and all permitting and monitoring that will be required for biological resources in order to construct Paso Verde. I do not want this part to hold up the project, and so I wanted to provide our draft scope of services and budget for your review in advance. Please consider this a preliminary draft, subject to review and revision in coordination with you and Doug.

You will recall that we did some monitoring for certain species covered under the Natomas Basin HCP for other NUSD projects. In those instances, there were limited species and there was no permitting required. Here, we'll have multiple permits, which involve extensive research, analysis, reporting and meeting with resource agencies. We are trying to provide you with the maximum level of effort-associated cost here. You'll remember that, with other NUSD monitoring projects, we used a time-and-materials budget with a not-to-exceed amount. In these cases, we did not use the whole budget – I think there were a couple where we did not spend 40 percent of the maximum contract amount. Obviously, Paso Verde is a more complex project. However, we'll use the same philosophy of, **if we don't need to invoice the full amount, we won't.**

I would welcome comments, questions, and direction from you and Doug at your convenience.

Sincerely,



J. Matthew Gerken, AICP  
Project Manager  
[matthew.gerken@aecom.com](mailto:matthew.gerken@aecom.com)  
(916) 414-5892

## SCOPE OF WORK

The following scope of work describes the permitting, agency consultation, and pre-construction surveys and monitoring needed for construction of the Paso Verde K-8 School.

### A. PERMITTING

The biological resources section of the draft EIR will specify that the following State and federal permits would be required to construct the Paso Verde K-8 School.

#### A1. Prepare USACE 404 Permit Application

Construction of a storm drain outfall within the West Drainage Canal, which is considered a waters of the United States, will require a Section 404 permit from the U.S. Army Corps of Engineers (USACE). AECOM will prepare an application to obtain authorization under Nationwide Permit (NWP) #7 (a general permit designed to allow construction of outfall structures) for submittal to the Sacramento District of the USACE. To confirm the proposed permitting approach, AECOM will schedule and attend 1 pre-application meeting with representatives from the USACE.

Under Section 7 of the Endangered Species Act (ESA), USACE must consult with the U.S. Fish and Wildlife Service (USFWS) if the proposed project has the potential to adversely affect a federally listed terrestrial species and non-anadromous fish. The federally listed giant garter snake (GGS) could occur in the West Drainage Canal, therefore under Section 7 of the ESA, consultation between USACE and USFWS will be required. This scope of work assumes that AECOM, under authorization from the NUSD, will work with the USACE to support their consultation with USFWS and obtain authorization that satisfies compliance with the ESA (see Biological Assessment task below).

AECOM permitting specialists will arrange and attend a pre-application meeting with the USACE, and prepare a draft and final pre-construction notification for NWP #7. The purpose of the meeting is to discuss project description and approach with USACE to determine if the project would be permitted under the NWP. The information in the notification will be based on the 2009 and 2016 wetland delineations that have been conducted at the project site, and also on information provided by NUSD regarding the proposed construction. AECOM will provide an electronic draft of the application package to NUSD for review before finalizing for submittal to the USACE. The notification will include information on the project, including:

- ▶ a complete project description;
- ▶ assessor parcel numbers, names, addresses, and contact information for land owners within the project area;
- ▶ at least 30% design drawings for the storm drain outfall (in CADD or ArcGIS);
- ▶ written statement of how avoidance and minimization will be achieved for losses of waters of the U.S.;
- ▶ plans showing any existing structures, the work limits including the project construction area, staging areas, and temporary work spaces, and the property boundary; and
- ▶ project schedule.

The notification also needs to include the following information, which we assume will be provided by other members of the consultant team, NUSD, or its designated representatives:

- ▶ at least 30% design drawings for the storm drain outfall (in CADD or ArcGIS);

- ▶ amount (cubic yards) and type (i.e., clean fill dirt, rock, clay, concrete) of material being placed within jurisdictional waters of the U.S.;
- ▶ acreage of material dredged or excavated from jurisdictional waters of the U.S. (including temporary amount);
- ▶ replacement quantities of native and imported material, and net permanent change (cubic yards);
- ▶ identification and dimensions of structures and materials to be used in construction;
- ▶ construction equipment and methods by which work will be done;
- ▶ adjacent land owners' contact information;
- ▶ methods of compensation for unavoidable fill of waters of the U.S.; and
- ▶ site plan identifying existing structures, work limits, and property boundary.

We anticipate that in addition to the pre-application meeting, one coordination meeting with USACE will be required. The meeting will be attended by the AECOM senior regulatory specialist to discuss project characteristics, permit requirements, and permitting schedules after submittal of the application. Additional telephone/email coordination with USACE will also ensure that the permit application materials are technically accurate and meet the needs of USACE.

## **A.2 Prepare USFWS Biological Assessment**

The USACE is required under federal law to consult with USFWS if they would authorize, by issuance of a permit, a project that has the potential to adversely affect federally listed species under their jurisdiction. The West Drainage Canal provides aquatic habitat for the giant garter snake (GGS), and therefore the USACE must formally or informally consult with the U.S. Fish and Wildlife Service (USFWS) as part of the 404 permit application process to determine if the project may affect GGS. This scope of work assumes that USACE will request the preparation of a Biological Assessment (BA) describing the project and effects of the project on federally-listed species for their Section 7 consultation with USFWS. The BA would contain a project description including plans showing the project construction area, staging areas, temporary work spaces, and project schedule; a list of measures proposed to be implemented by the City to avoid and/or minimize effects to listed species; a description of the species potentially affected; and a discussion of the potential effects to the species, particularly GGS. The BA will incorporate information from the 2016 Biological Resources Assessment prepared by Foothill Associates.

AECOM anticipates that at least one coordination meeting with USFWS will be required (typically a field visit) to discuss project characteristics, permit requirements, and permitting schedules. AECOM will provide meeting agendas, support materials (e.g., handouts, maps), and meeting notes. Additional telephone/email coordination with USFWS will be conducted to support the permit application materials and assist in meeting the needs of the agencies.

AECOM will provide a draft of the BA to the NUSD electronically for review, incorporate one round of consolidated comments sent to AECOM, and submit final copies to the USACE and NUSD. The USACE will submit the BA to USFWS to initiate the Section 7 consultation. AECOM anticipates additional coordination with the USFWS will be required after their review of the BA, and have scoped for a maximum of one meeting and two conference calls to resolve USFWS questions.

## **A.3 Prepare Central Valley RWQCB 401 Application**

Applicants for a Section 404 permit with USACE must also submit an application to the Central Valley Regional Water Quality Control Board (RWQCB) for water quality certification, in accordance with Section 401 of the Clean Water Act. AECOM will prepare an application to the RWQCB requesting water quality certification. The request will describe the proposed project and construction techniques and methods to avoid or minimize excessive erosion, turbidity, and other adverse water quality

effects. This information will be drawn from the CEQA document for the proposed project, from the Section 404 Clean Water Act application, and from discussion with NUSD. The application package will include information on the project required by the RWQCB:

- ▶ a complete project description;
- ▶ assessor parcel numbers, names, addresses, and contact information for land owners within the project area;
- ▶ at least 30% design drawings for the project (in CADD or ArcGIS); calculations of the volume of materials to be imported to or excavated from waters of the U.S.;
- ▶ calculations of the volume of materials to be imported to or excavated from waters of the state;
- ▶ plans showing the project construction area, staging areas, and temporary work spaces;
- ▶ the project schedule;
- ▶ a copy of the CEQA compliance document;
- ▶ information on related projects completed within the last 5 years and planned or proposed for the next 5 years in the project area;
- ▶ stream flow within streams in the project area;
- ▶ a description of the construction methods used to install project elements; and
- ▶ a proposal to mitigate for adverse effects to waters of the U.S.

AECOM will provide a draft of the application package to NUSD electronically for review, incorporate comments sent to AECOM, and submit the final copies to the RWQCB and NUSD. AECOM anticipates one coordination meeting with RWQCB may be required to discuss project characteristics, permit requirements, and permitting schedules. Additional telephone/email coordination with the RWQCB will be conducted to support the permit application materials and assist in meeting the needs of the RWQCB.

#### **A.4 Prepare CDFW 1602 Streambed Alteration Agreement Notification**

Pursuant to Fish and Game Code Section 1602, a project applicant proposing to divert or obstruct the natural channel flow or substantially change the bed, channel, or bank of any river, stream, or lake designated by CDFW, or use any material from the lakebed, must first notify CDFW. The CDFW will regard construction activities within the West Drainage Canal as an activity requiring notification. AECOM will prepare a Streambed Alteration Agreement Notification (form FG2023) for the proposed project using information from the CEQA document for the proposed project, from the Section 404 application, and from discussion with NUSD. The notification will include information on the project required by CDFW, including:

- ▶ a complete project description;
- ▶ assessor parcel numbers, names, addresses, and contact information for land owners within the project area;
- ▶ at least 30% design drawings for the project (in CADD or ArcGIS);
- ▶ quantification of riparian trees and vegetation to be removed as part of the project;
- ▶ information on federal- and state-listed species that could be affected by the project;
- ▶ plans showing the project construction area, staging areas, and temporary work spaces;
- ▶ project schedule;
- ▶ a copy of the CEQA compliance document.
- ▶ a description of the construction methods used to install project elements; and
- ▶ proof of fee payment.

AECOM will provide a draft of the notification package to NUSD electronically for review, incorporate comments sent to AECOM, and submit final copies to CDFW and NUSD. One coordination meeting

with CDFW may be required. AECOM will arrange and attend the meeting to discuss project characteristics, permit requirements, proposed avoidance and minimization measures, and permitting schedules. Additional telephone/email coordination with CDFW will be conducted to support the permit application materials, and assist in meeting the needs of CDFW.

## **B. PRE-CONSTRUCTION SURVEYS AND MONITORING**

Construction of the proposed project has potential to adversely affect special-status species, including the State and federally-listed GGS, state-listed Swainson's hawk, western burrowing owls, and western pond turtles. The surveys and monitoring described below will be conducted to satisfy the avoidance, minimization and mitigation measures specified in the biological resources section of the draft EIR. Additional measures may be required as conditions of the USFWS Biological Opinion and CDFW Streambed Alteration Agreement, but we anticipate that the surveys and monitoring described below will capture the tasks and level of effort required in the EIR and in the USFWS and CDFW permit conditions.

### **B.1 Conduct Giant Garter Snake Pre-Construction Surveys and Monitoring**

An AECOM wildlife biologist experienced with GGS will conduct a survey for this species 24 hours before construction activities occur in the West Drainage Canal. The survey will cover the canal and the upland area within 200 feet of the canal. A survey of the project area will be repeated if a lapse in construction activity of two weeks or greater occurs. The AECOM biologist will also assist the contractor in flagging the appropriate location of temporary exclusion fencing around work areas that are within 200 feet of GGS aquatic habitat. The USFWS Biological Opinion is likely to require a biological monitor to be present at all times during construction activities in the West Drainage Canal (e.g., during installation of coffer dams and dewatering of the work area), and in all areas that are within 200 feet of aquatic habitat that cannot be fenced (i.e., along the alignment of the drain to the outfall). AECOM assumes that a maximum of 15, 8-hours days of monitoring will be required to satisfy this requirement. The AECOM biologist will prepare a survey form/monitoring log upon completion of each survey or day of monitoring to document the methods and outcome of the survey.

### **B.2 Prepare Worker Environmental Awareness Brochure and Conduct Training**

AECOM will prepare a worker environmental awareness training brochure for use by the construction contractor and NUSD construction manager to provide information on GGS and other sensitive biological resources potentially affected by construction activities. The training will provide instructions to workers on how to identify GGS and its habitat, describe its protected status, indicate which areas are off limits to construction workers and equipment, and discuss procedures to follow if a GGS is observed on or near the site. AECOM will provide up to 2 training sessions to construction personnel, and will maintain a list of workers documenting who received the training.

### **B. 3 Conduct Western Burrowing Owl Surveys**

An AECOM wildlife biologist will conduct focused breeding and nonbreeding season surveys for burrowing owls in areas of suitable habitat on and within 1,500 feet of the project site. A draft letter report documenting the survey methods and results will be submitted to NUSD for review before finalizing for submittal to CDFW. If an occupied burrow is detected during the survey, the report will describe the location and status of the occupied burrow and its inhabitants and will provide recommendations for avoidance through establishment of a protective buffer and other avoidance and minimization measures. This scope does not include development of a burrowing owl exclusion or relocation plan, or a mitigation/monitoring plan.

#### **B.4 Conduct Western Pond Turtle Survey**

An AECOM biologist will conduct a preconstruction survey and monitoring for western pond turtles in the Western Drainage Canal concurrent with the GGS survey and monitoring. If pond turtles are observed, the biologist will contact CDFW for permission to relocate the pond turtle to the nearest area with suitable aquatic habitat that will not be disturbed by project-related construction activities (e.g., Fisherman Lake). The biologist will also conduct a survey for signs of turtle nesting activity in proposed construction areas within 500 of the Western Drainage Canal.

#### **B. 5 Conduct Nest Surveys for Swainson's Hawk, Other Raptors and Migratory Birds**

An AECOM wildlife biologist will conduct a preconstruction survey during the breeding season (from February 15 through August 31) to identify active Swainson's hawk and raptor nests on and within one-quarter mile of proposed construction activity. The survey will be conducted no more than 14 days and no less than 7 days before any construction activity begins. AECOM's biologist will make every effort to search for potential nest sites beyond the project boundaries within one-quarter miles, and would use spotting scopes and binoculars to search for nests in trees located in inaccessible parcels, but private property considerations may preclude complete survey coverage outside of the project boundaries. Upon completion of the survey, AECOM will prepare a draft letter report describing the survey methods and findings, and an exhibit depicting the project area, survey area and the location of Swainson's hawk and raptor nests detected during the survey, as well as migratory bird nests in the project area and within 300 feet of the project area boundaries. The report will provide recommendations for non-disturbance buffers and avoidance or minimization measures if a nest is detected in or near the project, area, but does not include nest monitoring during construction. The report will be submitted to NUSD for review before finalizing for submittal to CDFW.

### **OPTIONAL TASKS**

#### **Update 2009 Wetland Delineation**

The 2016 Aquatic Resources Delineation Report covered only the 34-acre Paso Verde School site, and did not include a determination of the Ordinary High Water Mark (OHWM) at the West Drainage Canal. The OHWM marks limits of waters of the U.S. and the extent of USCOE jurisdiction. The Approved Jurisdictional Determination for the West Lakeside Project Site included the canal, and determined that the West Drainage Canal was a jurisdictional waterway, but did not describe the location of the canal's OHWM. The delineation was approved by the USCOE in 2009, but delineations are not considered valid after 5 years. AECOM will rely on the existing 2016 and 2009 delineations in preparing the PCN, and will confirm at the pre-application meeting whether these delineations are sufficient to support the application. However, the USCOE may require an updated delineation that covers the OHWM of West Drainage Canal be included in the submittal. If required by the USCOE to deem the PCN complete, AECOM will prepare an update of the 2009 wetland delineation sufficient to satisfy the minimum USCAE requirements.

#### **Prepare 2081 Application and Coordinate with CDFW**

AECOM believes that implementation of the avoidance and minimization measures described in the draft EIR and in the BA will be sufficient to avoid impacts on GGS that would qualify as "take" under the California Endangered Species Act (CESA), and therefore no CESA Incidental Take Permit (ITP) should be required. If in the course of consultation with CDFW it is determined that a 2081 ITP is

required, AECOM will coordinate with CDWF and NUSD to prepare a draft and final 2081 application for an Incidental Take Permit for GGS.

## COST ESTIMATE

We propose a time-and-materials budget with a not-to-exceed amount of \$96,345. If we don't need to invoice the full amount, we won't. We will be as efficient as possible, but the level of effort will depend somewhat on the level of interaction and requested analysis and meeting time with regulatory agencies, which we cannot control. The optional tasks may possibly become necessary depending on the discussions with regulatory agencies. These tasks have a total estimated maximum cost of \$31,800. You may wish to authorize this work now in the case it is necessary or authorize these additional services later, if the need arises. Additional detail is provided below.

<b>TASKS</b>	<b>Total</b>
<b>A. Permitting</b>	
A.1 USCOE 404 - NW #7 - PCN	\$12,386
A.2 Central Valley RWQCB 401 Certification	\$14,786
A.3 CDFW 1602	\$12,386
A.4 Biological Assessment for GGS	\$10,688
Subtotal	\$50,246
<b>B. Pre-Con Survey/Const Monitoring</b>	
B.1 GGS, pond turtle pre-con surveys/monitoring;	\$19,066
B.2 BUOW Surveys	\$ 6,296
B.3 Nesting bird/SWHA surveys	\$ 4,916
B.4 SWHA foraging habitat mitigation implementation	\$ -
B.5 WEAP Development and Implementation	\$ 2,669
B.6 Analyze Market Opportunities	\$ -
B.7 Identification of Opportunity Sites	\$ -
B.8 Background Conditions Memorandum	\$ -
Subtotal	\$32,947
<b>C. Project Mgmt/ Coordination</b>	
I.1 Project Mgmt	\$11,152
I.2 Additional Meetings and Project Management	\$ -
Subtotal	\$11,152
<b>Other Direct Costs</b>	
2. Printing Costs (agencies will require hard copies of permit)	\$ 500
3. Expenses (postage/delivery costs, mileage, plots for meetings, etc.)	\$ 1,500
Total Other Direct Costs	\$ 2,000
<b>TOTAL ESTIMATED FEE</b>	<b>\$96,345</b>
<b>OPTIONAL TASKS</b>	
Total AECOM Labor Dollars	\$31,800