

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of _____, 2021, by and between the Paradise Valley Maintenance and Monitoring District, a geological hazard abatement district created pursuant to Public Resource Code section 26500, et seq., ("DISTRICT") and Cal Engineering and Geology, Inc. ("CONSULTANT"), who agree as follows:

1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the DISTRICT the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT.** DISTRICT shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the DISTRICT in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) **TERM.** This agreement shall commence upon the date first written above and be in effect through April 19, 2023, with the option to extend up to two (2) additional one (1) year terms for a total of up to four (4) years through April 19, 2025.

8) **GOVERNING LAW AND VENUE.** Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.

9) **ENTIRE AGREEMENT.** This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between DISTRICT and CONSULTANT. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in writing signed by both parties which expressly refers to this Agreement.

10) **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

11) NOTICES. This Agreement is managed and administered on the DISTRICT's behalf by the individual named below. All invoices must be submitted and approved by this individual and all notices shall be given to the DISTRICT using the following contact information:

DISTRICT Contact: Chris Lewis, Management Analyst

E-mail: clewis@fairfield.ca.gov

Address: 1000 Webster Street, 3rd Floor, Fairfield, CA 94533

Telephone: (707) 428-7089

Notices must be given to CONSULTANT at the following:

CONSULTANT Contact: Dave Burger, Principal Geologist

E-mail: DBurger@caleng.com

Address: 785 Ygnacio Valley Road, Walnut Creek, CA 94596

Telephone: (925) 890-7899

12) COOPERATION. DISTRICT will make available to CONSULTANT all pertinent information regarding existing and proposed conditions at the site as is reasonably available for DISTRICT's proper performance of the services under this Agreement. Such information may include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soils data including borings, field or laboratory tests, and written reports. DISTRICT shall transmit to DISTRICT any new information that becomes available or any changes in plans. DISTRICT shall not be liable for any incorrect advice, judgment, or decision based on any inaccurate information provided by DISTRICT.

EXECUTED as of the day first above-stated.

Paradise Valley Maintenance and Monitoring District,
a geological hazard abatement district

By: _____

Stefan T. Chatwin, District Manager

CONSULTANT

By: _____

Phil Gregory, Senior Principal Engineer

EXHIBIT "A"

SCOPE OF SERVICE



19 February 2021

Paradise Valley Maintenance and Monitoring District
c/o Chris Lewis, Management Analyst
Fairfield City Hall
1000 Webster Street, Third floor
Fairfield, California 94533

RE: Geologic and Geotechnical Engineering Consultation Services
Paradise Valley Maintenance and Monitoring District
Fairfield, California
CE&G Proposal P200915.002

Dear Ms. Lewis:

At your request, we have prepared this proposal to provide geologic and geotechnical engineering consulting services for the Paradise Valley Maintenance and Monitoring District (PVMMD) in Fairfield, California. It is our understanding that the scope of services described and presented within this proposal will be in general accordance with Division 17 of the California Public Resources Code, other applicable state and federal laws, and the Paradise Valley Maintenance and Monitoring District Plan of Control for the purpose to prevent, mitigate, abate, and control geologic hazards within the District boundaries. The primary objectives of the work will be to perform periodic and on-call emergency evaluations of site conditions, provide technical recommendations regarding the geologic and geotechnical hazards impacting the PVMMD, development of maintenance and monitoring plans, and development of a geospatial data management system containing historical and future information for the PVMMD. The data management system will subsequently be utilized to make all data readily accessible for the PVMMD, select data available to the public, and as part of the PVMMD's District Communications Plan.

SCOPE OF WORK

BI-ANNUAL SITE OBSERVATIONS

We understand that the Paradise Valley Maintenance and Monitoring District (PVMMD) will require CE&G to conduct site observations and inspections a minimum of two times per year and immediately following significant rainfall, a natural disaster, or other critical events, and

as requested by the PVMMD's Geologic Hazard Abatement District (GHAD) Manager, to analyze, evaluate, and document any observed deficiencies, changes to slope stability, and the condition of District facilities and infrastructure. As part of this task, our services will include, but not be limited to:

- an observation of the open space areas that may impact downslope improvements;
- identification of the geologic hazards impacting the open space areas such as debris flows, landslides, rockfall, areas of shallow instability, areas of soil erosion, seepage of groundwater, effects from recent wildfires, etc.;
- observations of the conditions of the surface drainage facilities such as concrete v-ditches, down drains, and existing debris catchment structures; and
- preliminary recommendations for mitigation and maintenance of identified geologic and geotechnical hazards, drainage facilities, and debris catchment structures.

Before each site reconnaissance, we will review readily available and relevant maps, plans, and reports for the project area and update our project base map from the available documents. This will include follow-up review of information made available by the PVMMD and the City of Fairfield including, but not limited to, geotechnical reports, grading and improvement plans, and the as-built documentation for the project area. We will also review published geologic maps, historical aerial imagery, and prior UAS flight and reconnaissance level mapping information of the area in our files.

Our geologic site reconnaissance will include an update to the prior mapping of the project area utilizing the Unmanned Aerial System (UAS, aka drone) derived topographic base map. The UAS derived base map will be updated within a few weeks before the planned site reconnaissance. The UAS will perform these flights obtaining high-resolution, georeferenced 3D models and ortho-imagery. The information will be utilized to update the topographic base map of the project and open space areas. These repeatable flights will be set to identified survey markers and/or site control points. Subsequent flights and analysis will utilize the control points to identify changed conditions within the areas analyzed. Information developed from each reconnaissance level geologic mapping and subsequent observations will be plotted on the updated UAS-derived topographic base map.

The updated base map will be used to plot the information observed during the reconnaissance level field mapping for the project. Our field observations will focus on previously and newly identified geologic hazards within the open space areas, delineating geologic features such as landslides, seeps, areas of surface erosion, potential rockfall hazards, debris flow runout areas, etc. This will also include documentation of adverse geologic conditions on individual parcels. The visual observations will be supplemented by

photo-documentation of each of the identified features. The conditions of the above-ground storm drain facilities and existing debris catchment structures will also be documented during the fieldwork.

Following our field observations and mapping, we will prepare a geotechnical/geologic assessment memorandum. The memorandum will include a description of each identified geologic conditions, a map showing the location of each of the identified features, a discussion of observed change conditions, recommendations for mitigation of identified hazards that warrant immediate action, and recommendations for repair and maintenance of the surface drainage facilities and debris catchment structures.

The scope described above will be completed on a time-expenses basis. The estimated cost and level of effort to complete the described tasks for each bi-annual observation and memorandum will range between \$6,000 and 8,000. The actual cost will depend on CE&G rates for the year completed, as described on the schedule of charges, the variability of on-site and potential change conditions, effort to complete fieldwork, and inclusion of data into the Geospatial Data Management System.

GEOSPATIAL DATA MANAGEMENT SYSTEM

CE&G will develop and maintain a geospatial data management system (GDM System) utilizing Geographic Information Systems (GIS), computer-aided design (CAD), Unmanned Aerial Systems (UAS), Global Positioning Systems (GPS), or any other relevant technology. This system will be made fully available for PVMMD personnel and include limited public access.

The GDM System will include any historical documentation provided by the PVMMD. This information will include, but not be limited to, previous geologic and geotechnical reports, grading and improvement plans, as-built documentation, and previous site evaluation and observation reports. The GDM System will also include a database of residents within the PVMMD. This resident database will be utilized by the PVMMD to provide critical and general communication to specific individuals or the entire community. Additionally, it will allow for customization of publicly available data management and accessibility.

The GDM System will be a living system with subsequent information from periodic reports to construction documentation added as they are completed. This system will provide the PVMMD an easily accessible single-point source of information which will include 3D data visualizations and other imagery. Additionally, the GDM System will serve as a technical resource for the management of PVMMD projects and maintenance activities including a system of scheduling for inspections and maintenance operations.

As the extent of the level of effort to complete this scope of work is not fully defined, the described tasks will be completed on a time and expenses basis utilizing the rates described on our schedule of charges for the year incurred.

PROFESSIONAL AND GEOLOGIC AND ENGINEERING SERVICES

We understand that as part of the overall scope of services and upon request, CE&G will provide the PVMMD professional recommendations supported by written reports and photographic documentation for the prevention, mitigation, abatement, or control of geologic hazards. These recommendations will periodically be made within our bi-annual observations memorandum, as well as, upon request following a significant storm, wildfire, and other natural disaster events. These recommendations will also be made, as applicable, as part of emergency response services.

As part of these engineering services and upon request, CE&G will develop plans and specifications for the maintenance and repair of the PVMMD facilities and infrastructure in support of the PVMMD operations and long-term preventative maintenance programs. CE&G will assist the PVMMD with the implementation of the improvement plans.

The level of effort of these services will depend on the site conditions and constraints at that time. These services will be completed on a time and expenses basis, but a more detailed estimate can be provided to the PVMMD upon request and receipt of additional project-related information.

NON-ROUTINE GEOTECHNICAL SERVICES

CE&G will provide, upon request and subject to approval, non-routine services such as soil sampling and analysis, subsurface exploration and preparation geotechnical data/design reports, construction observation and materials testing, preparation PS&E (plans, specifications, and estimating), and other professional and technical reports, construction management and coordination, special inspection, attendance meetings, and select other activities to support the PVMMD operations. These services shall be authorized by the GHAD Manager, or designee, before commencement of work and invoiced or itemized separately from routine services. Upon request, a separate proposal and estimate of our level of effort and fees will be prepared.

EMERGENCY SERVICES AND ON-CALL SUPPORT

CE&G will provide 24-hour on-call and emergency support services in support of the PVMMD personnel. Our services will be limited to geologic and geotechnical/civil engineering-related aspects of the project area. Select senior-level CE&G staff's 24-hour contact

information will be provided to the PVMMMD. Additionally, the PVMMMD can utilize the free CEGNow mobile app to rapidly request our emergency response services.

These services will be completed on a time-and-expenses basis utilizing the rates described on our schedule of charges for the year incurred.

MEETINGS AND COMMUNITY OUTREACH

CE&G will attend an estimated two PVMMMD board meetings per year. We understand that these meetings will be to address our findings from the bi-annual observations and new developments related to the geologic and geotechnical aspects of the project area. We will provide technical support and assist the PVMMMD with discussions and responses to inquiries from the residents.

We estimate these meetings will be approximately 4 hours each, including travel, and will require 1 to 2 senior-level staff. The estimated fees for each meeting will range between \$1,000 and \$2,000.

DISTRICT COMMUNICATIONS PLAN

In addition to the scope of work described above, CE&G will develop and maintain the PVMMMD's District Communications Plan (DCP). This system will utilize the geospatial data management system (GDM System) to provide rapid information dispersion to the PVMMMD and residents within the system. The DCP will include emergency and incident response protocols prepared/approved by the PVMMMD. The DCP will include and provide select information to the residents within the GDM System as a means of education and information distribution by the PVMMMD. The PVMMMD will identify select documents and information to be distributed and have access and authority to refine accessibility to the public.

The initial development of this system will be completed concurrently with the development of the GDM System and will be periodically updated and maintained, as needed. These services will be completed on a time-and-expenses basis utilizing the rates described on our schedule of charges for the year incurred.

SCHEDULE

We anticipate that we will be able to begin portions of the scope of work described above (i.e. the initial development of the GDM System, on-call and emergency services, and development of the DCP) immediately after the notice to proceed.

Bi-annual observations will occur in spring and fall before and following the winter storm season. It is estimated that the bi-annual observation services will require between 2 and 3 days of fieldwork and the report will be prepared within 2 weeks following the completion of our site reconnaissance.

The schedule for other tasks described above will be dependent on the specific scope and estimated level of effort for each project. An estimated schedule for the development of non-routine services will be provided upon request.

TERMS AND CONDITIONS

Cal Engineering & Geology will perform the described services on a time-and-expenses basis according to the attached schedule of charges with this agreement. Estimated fees non-routine services will be prepared upon request.

EXECUTION

Our work will be completed in accordance with generally accepted geologic and geotechnical engineering practices and procedures. This standard is in lieu of all warranties either expressed or implied.

If the above scope of services and terms and conditions are acceptable to you, please sign the attached service agreement and return one copy of the entire proposal to our office. We look forward to working with you.

Sincerely,

CAL ENGINEERING & GEOLOGY, INC.



David Burger, P.G., E. G.
Principal Geologist

Attached:
Schedule of Charges

EXHIBIT "B"

PAYMENT

1) The total contract price for services rendered by CONSULTANT and reimbursable expenses under this Agreement shall not exceed the annual amounts set forth below:

Year	Dates	Amount
1	April 20, 2021 – April 19, 2022	\$70,000
2	April 20, 2022 – April 19, 2023	\$50,000
3	April 20, 2023 – April 19, 2024	\$50,000
4	April 20, 2024 – April 19, 2025	\$50,000

"Reimbursable Expenses" includes charges for travel expenses, reproduction costs, or equipment costs as expressly set forth below. Travel time shall be charged at regular hourly rates, not to exceed eight (8) hours per day.

2) Payment shall be made to CONSULTANT on a time and materials basis, based on the rates and costs set forth below, and CONSULTANT shall submit invoices to the District Contact for the same. CONSULTANT shall submit one invoice to DISTRICT upon completion of the services, or upon DISTRICT request. DISTRICT shall pay invoice within forty-five (45) days of receipt.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the DISTRICT and CONSULTANT, and shall be billed on a time and materials basis. /

Personnel	2021	2022	2023	2024	2025	Rates/Units
Senior Principal Engineer/Geologist	\$ 290	\$ 300	\$ 310	\$ 320	\$ 330	per hour
Principal Engineer/Geologist	\$ 245	\$ 250	\$ 260	\$ 270	\$ 280	per hour
Associate Engineer/Geologist	\$ 220	\$ 225	\$ 230	\$ 235	\$ 240	per hour
Senior Engineer/Geologist	\$ 205	\$ 210	\$ 215	\$ 220	\$ 225	per hour
Project Engineer/Geologist	\$ 165	\$ 170	\$ 175	\$ 180	\$ 185	per hour
Staff Engineer/Geologist	\$ 150	\$ 155	\$ 160	\$ 165	\$ 170	per hour
Technician (Straight rate prevailing wage)	\$ 135	\$ 140	\$ 145	\$ 150	\$ 155	per hour
Senior GIS/CADD Specialist	\$ 145	\$ 150	\$ 155	\$ 160	\$ 165	per hour
GIS/CADD Specialist	\$ 130	\$ 135	\$ 140	\$ 145	\$ 150	per hour
UAS Manager	\$ 160	\$ 165	\$ 170	\$ 175	\$ 180	per hour
Project Assistant	\$ 100	\$ 105	\$ 110	\$ 115	\$ 120	per hour
Administration/Clerical	\$ 90	\$ 95	\$ 100	\$ 105	\$ 110	per hour
Special Inspector (Straight rate prevailing wage;	\$ 140	\$ 145	\$ 150	\$ 155	\$ 160	per hour
Deposition/Court Testimony (minimum 4 hours)	\$ 410	\$ 420	\$ 435	\$ 450	\$ 465	per hour

Field and Laboratory Tests	2021	2022	2023	2024	2025	Rates/Units
Concrete Compressive Strength Testing	\$ 41	\$ 42	\$ 43	\$ 44	\$ 45	per cylinder
Moisture Content (ASTM D 2216)	\$ 24	\$ 24	\$ 25	\$ 26	\$ 26	per test
Moisture & Density (ASTM D 4318)	\$ 32	\$ 32	\$ 33	\$ 34	\$ 34	per test
Atterberg Limits (ASTM D 4318)	\$ 208	\$ 214	\$ 221	\$ 228	\$ 235	per test
Compaction Curve, 4" mold (ASTM D 1557)	\$ 264	\$ 272	\$ 281	\$ 289	\$ 297	per test
Compaction Curve, 6" mold (ASTM D 1557)	\$ 326	\$ 336	\$ 346	\$ 357	\$ 366	per test
Wash over #200 Sieve (ASTM D 1140)	\$ 73	\$ 75	\$ 78	\$ 80	\$ 82	per test
Sieve Analysis with #200 Wash (ASTM D 422)	\$ 152	\$ 157	\$ 161	\$ 166	\$ 170	per test
Sieve & Hydrometer (ASTM D 422)	\$ 236	\$ 243	\$ 251	\$ 258	\$ 264	per test

Reimbursables	2021	2022	2023	2024	2025	Rates/Units
Mileage (per allowable federal)	\$ 0.56	\$ 0.56	\$ 0.56	\$ 0.56	\$ 0.56	per mile
Nuclear Gage	\$ 59	\$ 60	\$ 62	\$ 64	\$ 66	per day
Inclinometer	\$ 201	\$ 208	\$ 214	\$ 220	\$ 226	per day
Vane Shear Device	\$ 116	\$ 119	\$ 123	\$ 127	\$ 131	per day
UAS Equipment	\$ 371	\$ 382	\$ 394	\$ 406	\$ 414	per day
GNSS Mapping Equipment	\$ 212	\$ 219	\$ 225	\$ 232	\$ 239	per day

1. **Professional Services** - These are "all-up" rates, and include direct salary cost, overhead, general and administrative costs not separately accounted for, and profit. They shall remain in effect through December 31, 2025. Ongoing work continuing beyond December 31, 2025 will be invoiced at the applicable new year's rate.
2. **Travel Time** - Travel time will be charged at regular hourly rates, not to exceed eight (8) hours per day.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of DISTRICT. DISTRICT shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, DISTRICT shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to DISTRICT that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to DISTRICT that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as DISTRICT may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind DISTRICT to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that DISTRICT, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from DISTRICT of the desire of DISTRICT for the removal of such person or persons.

7) SUBCONTRACTING. CONSULTANT shall not subcontract any portion of the Services without prior written approval of the DISTRICT Manager or his or her designee. In the event that CONSULTANT employs subcontractors, such subcontractors shall be required to procure and maintain insurance policies subject to the requirements of Exhibit D. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to DISTRICT pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. DISTRICT shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the DISTRICT at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of DISTRICT.

10) OWNERSHIP OF WORK PRODUCT. All reports, documents, or other written material ("written products") produced by the CONSULTANT or its subcontractors in the performance of this Agreement shall be and remain the property of the DISTRICT, without restriction or limitation upon its use or dissemination by DISTRICT. CONSULTANT may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by CONSULTANT.

11) INDEMNIFY AND HOLD HARMLESS. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless DISTRICT and its elected officials, officers, agents, employees and designated volunteers (collectively "DISTRICT Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of or result from the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by DISTRICT in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the DISTRICT.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

12) PROHIBITED INTERESTS. No employee of the DISTRICT shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the DISTRICT if this provision is violated.

13) LOCAL EMPLOYMENT POLICY. The DISTRICT desires wherever possible, to hire qualified local residents to work on district projects. Local resident is defined as a person who resides in Solano County. The DISTRICT encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

14) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions,

revised 7/15/19

advice, recommendation, or counsel independent of the control and direction of the DISTRICT or any DISTRICT official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any DISTRICT decision beyond these conclusions, advice, recommendation, or counsel.

15) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the DISTRICT executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to DISTRICT to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officers, officials, employees or volunteers.
 - ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
 - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the DISTRICT, its officers, officials, employees or volunteers.
 - iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
 - vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- c) ACCEPTABILITY OF INSURER. 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.

VERIFICATION OF COVERAGE. CONSULTANT shall furnish the DISTRICT with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to DISTRICT approval; and submitted electronically through the Exigis insurance system to: certificates-fairfield@riskworks.com. All insurance certificates and endorsements are to be received and approved by the DISTRICT before work commences. At the request of the DISTRICT, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of subcontractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.