

## DESIGN SERVICES AGREEMENT

### CANON STATION ZONE II PUMP STATION PROJECT

THIS AGREEMENT is made at Fairfield, California, as of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Fairfield, a municipal corporation (the "CITY") and Coastland Civil Engineering, Inc. ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY 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. CITY 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 to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY 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 be in effect through December 31, 2022; or until the scope of work is completed.

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 CITY 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 a 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 CITY'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 CITY using the following contact information:

CITY Contact: Alvin Lei, Senior civil Engineer  
E-mail: alei@fairfield.ca.gov  
Address: 1000 Webster Street, 3<sup>rd</sup> Floor, Fairfield, CA 94533  
Telephone: 707-428-7476

Notices must be given to CONSULTANT at the following:

CONSULTANT Contact: Ken Swenson  
E-mail: swenson@coastlandcivil.com  
Address: 324 Campus Lane, Suite A, Fairfield, CA 94534  
Telephone: 707-702-1963


EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: \_\_\_\_\_  
Stefan T. Chatwin, City Manager

Coastland Civil Engineering Inc.

By:  \_\_\_\_\_  
John Wanger, Chief Executive Officer

 \_\_\_\_\_  
Heidi E. Utterback, Corp. Secretary

**EXHIBIT "A"**

**SCOPE OF SERVICE**



# COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

July 7, 2021

Mr. Alvin Lei, P.E.  
Senior Engineer, Public Works - Engineering  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Subject: Proposal to Provide Design and Construction Assistance Services for the Canon Station Zone II Pump Station Project

Dear Mr. Lei,

In response to your request, we have prepared this proposal for design and construction assistance services for the City of Fairfield's Canon Station Zone II Pump Station Project. We appreciate the opportunity to assist the City on this project and look forward to working with you. The following outlines our understanding of the project, approach, scope of services and estimated fee for the described services.

## **PROJECT UNDERSTANDING**

The proposed pump station was previously designed by Creegan & D'Angelo Engineers (C+D) for the City and the design was finalized in October/November of 2018 for a completely different site layout. Since C+D is no longer in business, Coastland's work for the City will be to revise the site layout and piping design to work for a new alternative site layout, update and repackage the PS&E. The revised PS&E will be bid out to selected Contractor's by the Canon Station "One Lake" Development's Master Developer (McKinley Partners) and once completed will be accepted and operated by the City.

The pump station is required in order to serve the proposed Canon Station "One Lake" future planned development phasing areas. It needs to be constructed and in operation in the next two years to be able meet the developer's construction phasing schedule. The area homes constructed so far and until 2023 are currently being served by the existing Gold Ridge Zone II Pump Station and 2.2 MG storage tank that have excess but limited pumping and storage capacity.

There are several significant differences between the original C+D site design layout and the proposed current alternative concept site design layout (attached) as understood by Coastland. These changes would include preparing a new revised site design to relocate the pump station building and the two proposed future 2MG storage tanks in a different configuration than the C+D plans along with various other associated improvements. We will also need to validate the timing of the future water storage tanks and pumps station flow demands based on the current development planning schedule.

There are many past project reports, design data and the previously shelved C+D AutoCad drawings that the City has provided to Coastland that will assist us with streamlining the preparation of updated new site and grading plans, profiles revised piping alignments, utility

**Santa Rosa**  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

**Auburn**  
11641 Blocker Drive, Ste. 170  
Auburn, CA 95603  
Tel: 530.888.9929

**Pleasant Hill**  
3478 Buskirk Avenue, Ste. 1000  
Pleasant Hill, CA 94523  
Tel: 925.233.5333

**Fairfield**  
324 Campus Lane, Ste. A  
Fairfield, CA 94534  
Tel: 707.702.1961

vaults, etc, needed for resubmission in order to go through the City approval process for the repackaged updated pump station design. Based on Coastland's preliminary review of this available data, we have included the original Geotechnical Subconsultant, Wallace Kuhl and Associates (WK&A), in our scope for the purpose of amending their original project Geotechnical Engineering Report dated July 19, 2017. Also the electrical engineering required to provide a revised electrical site layout design that will include a different power extension routing to serve the booster pump station will be provided by A.T.E.E.M., which were part of the original C+D design team.

The Canon Station Zone II Pump Station and Reservoir Basis of Design Report (BDR) dated May19, 2017 was written by C+D and includes the background data and recommendations for the Canon Station development as well as the other future service areas that the pump station and future tanks will ultimately serve. It is Coastland's assumption that this report will continue to be the basis for the updated design and is not planned to be reissued.

The two 2 MG storage tanks were originally proposed to be constructed separately in future phases, sometime after the pump station was to be completed. Part of Coastland's work will be to determine if this is still the situation and at the City's directions have excluded the detailed design work for the future tanks from this proposal except for allowing space for tank planning purposes. Our repackaged site plans will provide stubs to address the revised proposed underground water/utilities alignments and appurtenances necessary for the future water connections to the tank(s).

Coastland will revise, update and repackage previously prepared plans and specifications for the new layout and estimate it will take approximately 5 months from the City notice to proceed date, excluding any required review time by the City. We assume Coastland and ATEEM will only provide limited construction administration support during construction phase. We estimate the pump station construction phase to take 10 to 12 months.

## **PROJECT APPROACH**

Ken Swenson will provide project management for this project. Ken is very familiar with this project since he was involved with the project when he was with C+D. We believe the three key initial steps are to confirm the previous analysis with regards to the construction completion timing of future storage tank(s). The second is to confirm the City acceptance of the alternative concept site layout plan that had been prepared by C+D. The third is to review and to comment on the One Lake Water Analysis excel spreadsheet that was provided to Coastland by the City.

We will start the project with an informal kickoff meeting with City staff to review the scope and confirm the project management approach and lines of communication. In addition to design options and management approach, we will also discuss the project schedule and potential constraints and milestone goals. Once we have City direction on these items, we will prepare a 35% design site exhibit based on previously prepared C+D alternative concept site drawing, showing the revised location of the proposed site improvements. We will also a prepare more precise project design and construction schedule.

## **DESIGN**

Once we have the City's approval of the 35% design revised concept site plan, we will proceed with the preparation of a 70% level design. This will include improvement plans, an engineer's estimate, and preliminary technical specifications (special provisions) for the City's review. The improvement plans will include plan sheets showing the site layout, grading plan, utility piping plan and profiles and all required details. The engineer's estimate will include bid items for all proposed improvements and work items. Unit prices will be estimated using our bid summary



database for projects throughout the Bay Area. The draft technical specifications will reference and utilize the City's most recent specifications and details where applicable.

Following receipt of the City's comments on the 70% design submittal and a meeting to review these, we will prepare the 100% design level construction documents. Comments from the 70% submittal will be addressed with a written comment response letter and the plan redline comments included with our response. Prior to submittal of the 100% design documents, an internal QA/QC review will be performed by a Supervising Engineer not otherwise associated with the project. We will incorporate the QA/QC comments and then submit 100% PS&E to City for review and comment.

Once final comments are received, Coastland will proceed with the preparation of a signed, stamped, and dated set of construction bid documents. These will be provided to the City Public Works Department for submittal to the City Building Department for permitting.

This permit review package will need to include the updated pump station building plans (Architectural & Structural plans to be provided by Mogavero Architects and their previous subconsultants updated to meet current codes) and the updated cathodic protection yard piping plans (to be provided by JDH Corrosion Consultants who will be contracted directly with McKinley). Coastland will coordinate with these other consultants for the building architectural and structural update of their plans and the update of the yard piping cathodic protection plans, but the actual contracting for their design update work would be by McKinley Partners like was previously done and not through contract with Coastland Civil Engineers.

### **CONSTRUCTION SUPPORT**

We understand and appreciate the importance of construction support. During construction, Coastland and ATEEM staff will provide limited design support services on an as requested basis. This includes assisting the City and the Developer with answering Request for Information (RFI's, ~5 each assumed), answer questions and issuing clarifications (~ 6 each assumed), review of Contractor submittals (~30 each assumed), and we will make periodic site visits (~10 each assumed).

In addition we will have ATEEM staff attend the following electrical panel and motor control center witness testing:

Factory Test ~ 2 days allowed,  
Field Test ~ 3 days allowed,  
Startup Test ~ 4 days allowed.

### **PREPARE RECORD DRAWINGS**

We will prepare Record Drawings for the project based on red-line "as-builts" submitted by the City and/or Contractor. Record Drawings will be submitted to the City in both electronic format (AutoCAD and PDF) and one hard copy on archival quality mylar.

### **ASSUMPTIONS**

Our proposal budget allows for CCE staff at attendance at biweekly virtual or in-person meetings with City staff during the design and selected portions of the construction assistance period upon City request. These meetings are assumed to include Coastland's project manager or a senior staff member. Our proposal does not include public meetings. We have assumed that we will not be involved in preparing or reviewing any construction bid documents other than plans and technical specifications.



## **EXCLUSIONS**

The following work is not included in our proposal. However, Coastland would be pleased to provide these services if the City desires they be included for an additional fee:

- Topographical Survey (assume previous existing CBG furnished topo will be used).
- Potholing to determine existing utility locations (assumed to be by others where needed).
- Permit processing fees.
- Construction staking.
- Traffic control plans.
- Public relations.
- Contracting for updating the Building Architectural & Building Structural Plans.
- Contracting for updating the Yard Piping Cathodic Protection Plans by JDH.
- CEQA clearance or support.
- Landscaping or irrigation design.
- Structural engineering calculations for pipe supports and antenna pole footing if required. by Building Department.
- SCADA graphics configuring and PLC programming (assumed by City staff).
- SCADA upgrade if required.
- Security Camera System Design if required.
- 2 MG Tank(s) Construction PS&E's.

## **PROJECT FEE**

Based upon our described scope of work, we propose to provide our professional services on an hourly rate basis for a total not-to-exceed amount of \$307,158 for the work described above and shown in Exhibit "1" – Work Estimate. We hope this proposal meets with your approval.


## **SCHEDULE**

We estimate the project 35% design layout exhibit can be completed in 3 weeks, the 70% design work in 8 weeks and the 100% submittal in 6 weeks. The Final PSE will require 3 weeks. The timelines noted exclude any time required for City review time of design submittals. Bid and Construction Assistance is estimated to occur over a period of 10 to 12 months. We are prepared to begin this work upon receipt of the City's written approval of this proposal and a written Notice to Proceed.

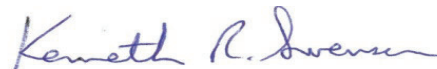
Thank you for the opportunity you have given Coastland to assist the City on this important project. If you have any questions regarding the contents of this proposal, please feel free to call Ken Swenson at (707) 702-1963 or (707) 718-3415.

Sincerely,

COASTLAND CIVIL ENGINEERING, INC.



John Wanger, PE  
CEO



Kenneth R. Swenson, PE  
Supervising Engineer



## **EXHIBIT "B"**

### **PAYMENT**

1) The cost for services rendered by CONSULTANT under this Agreement shall be based on CONSULTANT's current hourly rates, attached as Exhibit "B" of this agreement and incorporated with the scope of work attached as Exhibit "A," through December 31, 2021. Billings shall include the number of hours expended by each of the CONSULTANT's employees, and reimbursables shall be itemized on the billings. Total payment for consulting services shall not exceed \$307,158.00, as identified in Exhibit B.

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the CITY for the same.

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





## EXHIBIT "1" - WORK ESTIMATE

Canon Station Zone II Pump Station									City of Fairfield	
Task Information		Billing Classification & Rate							Hours & Cost	
TASK	Supervising Engineer - GH	Supervising Engineer- KS	Senior Engineer -EW	Associate Engineer - ST	Sr. Engineering Technician-JR	QC Supervising Engineer- HU	WK&A Sub-Consultant*	ATEEM Sub-Consultant*	TOTAL HOURS	TOTAL FEE
	\$200	\$190	\$165	\$140	\$150	\$200				
<b>1 Data Collection, PM/Coordination</b>										
Assemble, Review and Assess Existing Data (Plans, Specifications, Reports)		16	32						48	\$8,320
Project Management (PM)	4	36	18						58	\$10,610
Coordination Meetings with Client/Owner/Consultants		32	32				\$230	\$1,518	64	\$13,108
Create and Maintain Project Schedule		4	12	24					40	\$6,100
Technical Memo to evaluate forecast demand & Schedule		8	24						32	\$5,480
Technical Memo to identify outstanding support services and information		4	12						16	\$2,740
Geotechnical Report Amendment		1	2				\$2,070		3	\$2,590
<b>Subtotal</b>									<b>261</b>	<b>\$48,948</b>
<b>2 35% Design Preparation</b>										
Plan Preparation (Site Plan)		16	32		40				88	\$14,320
<b>Subtotal</b>									<b>88</b>	<b>\$14,320</b>
<b>2 70% Design Preparation</b>										
Plan Preparation (Civil Layout Plans, Cover Sheet and Notes)		24	48		80				152	\$24,480
Engineers Estimate & Specifications		8	24	24					56	\$8,840
Plan Preparation (Electrical Layouts, & Diagrams)		1	2	4				\$8,179	7	\$9,259
Electrical Estimate & Specifications		1	2					\$5,192	3	\$5,712
<b>Subtotal</b>									<b>218</b>	<b>\$48,291</b>
<b>3 100% Design Preparation</b>										
Plan Preparation (Civil Layout Plans, Hydro-Tank Ftg Structural Calcs, Cover Sheet and Notes)		16	48		60				124	\$19,960
Internal Plan & Spec QC Check	4					12			16	\$3,200
Engineers Estimate & Specifications		8	16	24					48	\$7,520
Plan Preparation (Electrical Layouts, & Diagrams)		1	2	2				\$2,337	5	\$3,137
Electrical Estimate & Specifications		1	1					\$1,484	2	\$1,839
<b>Subtotal</b>									<b>195</b>	<b>\$35,655</b>
<b>4 Final Design Preparation</b>										
Plan Preparation (Civil Layout Plans, Hydro-Tank Ftg Structural Calcs, Cover Sheet and Notes)		12	20		24				56	\$9,180
Engineers Estimate & Specifications		6	12	20					38	\$5,920
Plan Preparation (Electrical Layouts, & Diagrams)		1	1					\$1,168	2	\$1,523
Electrical Estimate & Specifications		1	1					\$742	2	\$1,097
<b>Subtotal</b>									<b>98</b>	<b>\$17,720</b>
<b>5 Bidding and Construction Assistance</b>										
Construction meetings		24	24					\$5,750	48	\$14,270
Submittal Review & RFI Responses, Site Visits, Witness Factory Tests & Start Up		40	80	48				\$86,538	168	\$114,058
Record Drawing Prep from Redlines	1	2	4	6	28			\$4,416	41	\$10,696
<b>Subtotal</b>									<b>257</b>	<b>\$139,024</b>
<b>6 Subtotals</b>							\$2,300	\$117,323		
<b>7 Direct Costs (repro, mileage, etc.)</b>										
<b>Total Cost</b>	<b>9</b>	<b>263</b>	<b>449</b>	<b>152</b>	<b>232</b>	<b>12</b>	<b>\$2,300</b>	<b>\$117,323</b>	<b>1,117</b>	<b>\$307,158</b>
* Includes Coastland 15% Sub-Consultant Markup										

## 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 CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY 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 CITY 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 CITY 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 CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY 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 CITY, 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 CITY of the desire of CITY for the removal of such person or persons.

7) 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 CITY 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. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY 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 CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and its elected officials, officers, agents, employees and designated volunteers (collectively "CITY 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, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY 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 CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY Indemnitees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY Indemnitees.

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.

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

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY 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.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

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

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY 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 CITY 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 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 CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, 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 CITY, 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 CITY, 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 CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, 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 CITY, 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 CITY.
- 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 CITY.

VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY 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 CITY approval; and submitted electronically through the Exigis insurance system to: [certificates-fairfield@riskworks.com](mailto:certificates-fairfield@riskworks.com). All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, 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.