

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of _____, 20____, by and between the City of Fairfield, a municipal corporation (the "CITY") and HNTB Corporation ("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 January 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 the Operations

Manager, or his or her designee, and all notices shall be given to the CITY using the following contact information:

CITY: David Vong, Senior Civil Engineer
E-mail: dvong@fairfield.ca.gov
Address: 1000 Webster Street, Fairfield, CA 94533
Telephone: 707-428-7784

Notices must be given to CONSULTANT at the following:

CONSULTANT: John Litzinger, Group Director/Sr Project Manager
E-mail: JLitzinger@hntb.com
Address: 1111 Broadway 9th Floor, Oakland, CA 94607
Telephone: 408-718-0343

EXECUTED as of the day first above-stated.

HNTB Corporation

DocuSigned by:
By: Jeff Watson
F7906C769AAA409...

R. Jeff Watson, Vice President/Northern
California Office Leader

City of Fairfield, a municipal corporation

By: _____

Stefan Chatwin, City Manager

Approved as to Form:

By: Gregory W. Stepanicich

Gregory W. Stepanicich, City Attorney

EXHIBIT “A”

HNTB Corporation

Project No. 65662, Fairfield/Vacaville Intermodal Station Building

**Scope of Work for
Fairfield/Vacaville Intermodal Station Building
Station Site Improvements
(FY 2021 - 2022)**

Prepared for the City of Fairfield

HNTB completed multi-disciplinary design of the Fairfield/Vacaville Intermodal Station Building project. This work scope amendment is to complete final design of the additional parking lot identified as an alternate bid item during original construction of the station (see Attachment A). The scope will update applicable components of the prior design as requested by the City through to the 100%/Issue for Bid level for submittal to the City of Fairfield. HNTB's scope is broken down into tasks as described below:

Task 1 – Project Management

HNTB will perform the following activities in support of the project:

- Team Coordination, Progress and Technical Meetings
 - Monthly City of Fairfield coordination meetings
 - Bi-weekly internal team coordination meetings
- Follow HNTB's Standard Design Quality Management System (QMS)
- Project Administration, Reporting and Project Controls
- Coordinate with City Project Manager (City will coordinate 3rd Party Meetings as needed)

Task 2 – Basis of Design and Site EvaluationDesign Basis Memorandum

HNTB will review the original design basis to determine adequacy of the codes referenced and identify updates to be incorporated as they relate to the elements of the package under this scope of work. Design work will conform to the latest edition of applicable federal, state, and local codes and other regulatory requirements including the following:

- Caltrans Highway Design Manual and Standard Plans (Current Edition: 2018; Original Referenced: 2015)
- California Manual on Uniform Traffic Control Devices (CA MUTCD) (Current Edition: Rev 6; Original Referenced: 2010)
- Stormwater C.3 Guidebook (Current Edition: 7th Edition, 2017 with 2020 updates; Original Referenced: 2011)
- A Policy on Geometric Design of Highways and Streets, AASHTO
- ADA Accessibility Guidelines
- City of Fairfield Design Standards and Standard Details
- National Electrical Code, NEC 2020 edition
- CSI Master Format (Current Edition: 2016; Original Referenced: 2004)
- 2019 California Green Building Code

HNTB Corporation

Project No. 65662, Fairfield/Vacaville Intermodal Station Building

As-built Data

At the City's direction, HNTB will use as-builts supplied by the City to document all existing conditions in the areas of proposed work under this Amendment and appropriate limits of conform. Site survey will not be performed for additional site improvements or variations including gravel fills.

Site Visit

HNTB will conduct two site visits to review the existing conditions shown on the as-built drawings prepared for the Fairfield/Vacaville Train Station project. HNTB will prepare a list of specific electrical and communications facilities, panels, etc. where field access is required. The City will provide electrical staff to access to electrical and communications facilities including dead front cover removal as required to complete the EV system design during the second site visit.

Deliverables:

- Design Basis Memorandum

Task 3 – Design of Additional Parking Lot

HNTB will provide professional and technical engineering services to perform review of Construction Documents produced for the original Fairfield/Vacaville Train Station Project and update the components thereof relating to the Additional Parking Lot to be produced as a separate and complete package intended for re-issuance for construction. Construction drawings will maintain the established drawing scales, match-lines and borders. Work completed previously as part of the station construction will be screened.

Elements of the Parking Lot package to be included:

- General plans and layout index;
- Landscaping planting and irrigation;
- Communications and CCTV; and,
- Lighting.

HNTB will provide new design for electrical conduit routing in support of the following elements to be designed and installed:

- Electric vehicle charging stations in the added parking lot.

The work in this task will be implemented through the following activities:

- The design will progress through two design stages: 95% design, and 100%/Issued For Bid (IFB) submittal design.
- A quality control process will be administered internally for the 95% and 100%/IFB packages prior to submittal.
- 95% design will be reviewed during a meeting with the City by way of an over-the-shoulder (OTS) review only and will include progress design of new elements. Comments will be documented in meeting notes along with a plan set mark-up.
- OTS Comments on the 95% submittal design will be incorporated during 100%/IFB design.
- The assumed duration of the City's review is 2 weeks for the 100%/IFB Submittal.
- HNTB will provide response to the City's review 100%/IFB comments.

HNTB Corporation

Project No. 65662, Fairfield/Vacaville Intermodal Station Building

- Comments on the 100%/IFB submittal design will be incorporated into a Final 100%/IFB package.
- Final 100%/IFB package will be submitted to the City for backcheck of their previous review comments

Deliverables:

Item	95%	Type and No. of Copies	100%/IFB	Type and No. of Copies
Plans	Yes	PDF	Yes	Print
Specifications	Yes	PDF	Yes	Print
Construction Cost Estimate	Yes	Spreadsheet	Yes	Spreadsheet
Response to Review Comments	Yes	Spreadsheet	Yes	Spreadsheet

Project Schedule

A summary of the key milestones anticipated is as follows:

- Assumed Work Directive NTP: September 15, 2021
- Basis of Design Submittal
 - Design of Additional Parking Lot: October 6, 2021
- 95% Submittal:
 - Design of Additional Parking Lot: October 29, 2021
- Final 100%/Issue for Bid Submittal:
 - Design of Additional Parking Lot: December 17, 2021

Compensation

Please refer to the attached breakdown of fee estimate.

Exclusions

The following items will not be included in the work defined above:

- 1) Preparation of a geotechnical study or site survey.
- 2) Detailed inspections, and in-person meetings with any of the stakeholders, or other project related travels beyond an initial visit at the onset of design.
- 3) Hardware, firmware, or software selection, design, or interfacing for either the fare collection system or EV charging system. Upon request HNTB's scope can be amended to include this work, however the complexity of the work will require increased compensation.
- 4) Coordination with outside agencies. It is assumed the scope of this work will not affect third-party stakeholders and HNTB will work with the City alone. It is further assumed the City will facilitate any coordination that may arise with other stakeholders as may later be determined to be affected by the work, including the CCJPA, Union Pacific, Amtrak, or PG&E.
- 5) The preparation of an RFP and technical specifications for the procurement of parking fee collection equipment
- 6) New PG&E power service feeder design and coordination.

HNTB Corporation
Project No. 65662, Fairfield/Vacaville Intermodal Station Building

Assumptions

HNTB has made the following assumptions in preparation of this scope of work and the attached schedule and fee estimates:

- 1) The engineering technical reports prepared for the original Fairfield/Vacaville Train Station project will not require modification and are assumed still valid and sufficient for the design effort in the context of this scope of work.
- 2) As-built documents provided to HNTB by Teichert Construction in April of 2018 accurately and adequately describe subsurface and latent conditions installed at the time of original construction, including utilities.
- 3) Assume parking lot layout will stay the same, anticipate minor updates based on EV charging station layout.
- 4) City will provide lighting fixture specifications or designated match product requirements.
- 5) Changes are not anticipated for the Landscape or Irrigation plans that would require design, seal, and signature by a Licensed Landscape Architect. Seal and signature by a Licensed Professional Engineer will be provided for these drawings.
- 6) Assume a Conformed Set of documents for construction will not be required.

Attachments

Attachment A – SITE MAP- Parking Lot

Parking Lot

City of Fairfield

Fairfield/Vacaville Train Station Additional Parking with EV Chargers

			TASK 1 - PROJECT MANAGEMENT			TASK 2 - BASIS OF DESIGN AND SITE EVALUATION			TASK 3 - FINAL DESIGN OF ADDITIONAL PARKING LOT			
No.	Staff (Draft)	Proposed Titles / Classification	Est. Labor Rate	Est. Labor Hours	Est. Labor Total	Est. Labor Rate	Est. Labor Hours	Est. Labor Total	Est. Labor Rate	Est. Labor Hours	Est. Labor Total	Total Hrs. per Staff
1	JOHN LITZINGER	PM	\$ 134.48	4.00	\$538	\$ 134.48	0.00	\$0	\$ 134.48	0.00	\$0	4
2	JESSE HARDER	TASK LEAD	\$ 97.84	40.00	\$3,914	\$ 97.84	12.00	\$1,174	\$ 97.84	30.00	\$2,935	82
3	STEPHANIE LEDBETTER	SR CIVIL	\$ 71.20	8.00	\$570	\$ 71.20	2.00	\$142	\$ 71.20	26.00	\$1,851	36
4	NICOLE OWENS	PROJECT QUALITY MANAGER	\$ 70.16	4.00	\$281	\$ 70.16	2.00	\$140	\$ 70.16	24.00	\$1,684	30
5	ROD DELEON	CADD	\$ 65.04	0.00	\$0	\$ 65.04	0.00	\$0	\$ 65.04	118.00	\$7,675	118
6	NICOLAS RIVERA	CIVIL ENGINEER II	\$ 46.56	0.00	\$0	\$ 46.56	8.00	\$372	\$ 46.56	8.00	\$372	16
7	DAROLD WOODWARD	SR ELECTRICAL ENGINEER	\$ 84.88	0.00	\$0	\$ 84.88	4.00	\$340	\$ 84.88	50.00	\$4,244	54
8	KALAPACH FABIAN	ELECTRICAL ENGINEER	\$ 70.96	0.00	\$0	\$ 70.96	16.00	\$1,135	\$ 70.96	208.00	\$14,760	224
9	ROBERT KERR	MECHANICAL ENGINEER	\$ 50.56	0.00	\$0	\$ 50.56	10.00	\$506	\$ 50.56	40.00	\$2,022	50
10	GREG WONG	COMM ENGINEER	\$ 73.68	0.00	\$0	\$ 73.68	12.00	\$884	\$ 73.68	52.00	\$3,831	64
11	TBD	COST ESTIMATOR	\$ 70.00	0.00	\$0	\$ 70.00	0.00	\$0	\$ 70.00	20.00	\$1,400	20
12	TBD	PROJECT ANALYST	\$ 55.00	12.00	\$660	\$ 55.00	0.00	\$0	\$ 55.00	0.00	\$0	12
TASK 1 - TOTAL			\$5,962			TASK 2 - TOTAL			\$4,694			
TASK 1 HRS TOTAL			68			TASK 2 HRS TOTAL			66			
TASK 3 HRS TOTAL			576			\$51,431						
Total Loaded Labor Costs by Task:			\$16,045			\$12,633			\$109,740			
			12%			9%			79%			

Other Direct Costs (ODC's) *

		FY 20-21											
No.	Description	Qty	ODC Sub	Qty	ODC Sub	Qty	ODC Sub	Qty	ODC Sub	Qty	ODC Sub	Qty	ODC Sub
	Trips		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1	Reproduction	2	\$ 400		\$ -		\$ -		\$ -		\$ -		\$ -
	Mileage for Final Design	4	\$ 800		\$ -		\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
		Total ODC:	\$ 1,200	Total ODC:	\$ -	Total ODC:	\$0.00	Total ODC:	\$0.00	Total ODC:	\$0.00	Total ODC:	\$0.00
ESTIMATED TOTAL ODC's:												\$1,200	

Subconsultant Costs

		FY 20-21											
No.	Description	Qty	ODC Sub	Qty	ODC Sub	Qty	ODC Sub	Qty	ODC Sub	Qty	ODC Sub	Qty	ODC Sub
1		0	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
2		0	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
		Total :	\$ -	Total :	\$ -	Total :	\$0.00	Total :	\$0.00	Total :	\$0.00	Total :	\$0.00
SUBTOTAL												\$0.00	
2% Sub Fee												\$0.00	
ESTIMATED TOTAL:												\$0	

OH Total

OH RATE	1.4467
HOME OFFICE	\$74,404.59
FIELD OFFICE	\$ -

ESTIMATED OH TOTAL COST: \$74,405

Enter Fee	Fee Total
FEE 10%	\$12,584

ESTIMATED TOTAL COST: \$139,619

TASK DESCRIPTION	Total Hours												Project Analyst
	4	82	36	30	118	16	54	224	50	64	20	12	
Task 1 - Project Management	4	40	8	4	0	0	0	0	0	0	0	12	68
Project Management	4	40	8	4								12	68
Task 2 - Preliminary Studies	0	12	2	2	0	8	4	16	10	12	0	0	66
Code Eval & Design Basis Memorandum		4	2	2			4	16	2	4			34
Site Visits		8				8			8	8			32
Task 3 - Final Design of Additional Parking Lot	0	30	26	24	118	8	50	208	40	52	20	0	576
General Plan and Layout Index (7)			2		14								16
Existing Topography and Demolition (1)			2		4								6
Parking Lot Plans (4)			4		8								12
General Grading and Drainage (2)			2		4								6
Construction Staging (1)		2			4			4					10
Utility Plans (3)		2	2		6				4				12
Electrical General Notes & Abbrev (1-MODIFY)		2			4		2	8					16
Electric Site Plan (2-MODIFY)					4		2	8					14
Parking Lot Lighting Plan (2)					4		2						6
Communications Plan (2)					4		2			8			14
Communications Diagram (3)					6		4			8			18
Electrical One Line Diagram (1-MODIFY)					4		4	16					24
Conduit Plan (1-MODIFY)					4		2	16					22
Conduit and Cable Schedule (2-MODIFY)					4		4	8					16
Panel Schedule (1-MODIFY)					4		2	4					10
Fixture Schedule (1)					4		2	4					10
Electrical Site Details (1-MODIFY)					4		2	16					22
Lighting Details (1)					4		2	4					10
CCTV Details (1)					4		2			4			10
EV Charger Details (1-NEW)					16		8	36		8			68
Landscaping Planting and Irrigation (2)					4				20				24
Irrigation System Details (1)					4				8				12
Calculations							2	20					22
Specs Submittal		8						40					48
Cost Estimate Submittal (100% only)		4	4	16				16		16	20		76
Comment Response		4	4			8		8	8	8			40
QC/QA		8	8	8			8						32

EXHIBIT "B"

PAYMENT

1) The cost for services rendered by CONSULTANT under this Agreement shall be based on CONSULTANT's current hourly rates, attached with Exhibit A. Billings shall include the numbers of hours expended by each of the CONSULTANT's employees, plus reimbursables such as postage, delivery, reproduction, etc. Reimbursables shall be itemized on the billings. CONSULTANT shall provide hourly rate fee schedule on an annual basis. Total payment for consulting services shall not exceed \$139,619.

2) Payment shall be made to CONSULTANT on a time and materials basis.

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 on a time and materials basis.

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 reasonably 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 professional manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession.

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 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 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 additional 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.
- 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. All insurance certificates and endorsements are to be received and approved by the CITY before work commences.

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 sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.