

**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

CAROLLO ENGINEERS, INC.

Consultant

GROUNDWATER MONITORING AND REPORTING - WPCP

Project Title

850-670-5400

Budget Account Number

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**THIS PROFESSIONAL SERVICES AGREEMENT** (Agreement) is entered into on May 11, 2020, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Carollo Engineers, Inc. , a Delaware corporation, (Consultant).

**SECTION 1 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

**SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

**SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE**

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond

the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

#### **SECTION 4 - COMPENSATION**

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

#### **SECTION 5 - RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

#### **SECTION 6 - RESPONSIBILITY OF CITY**

To the extent appropriate to the Project contemplated by this Agreement, City shall:

**6.1** Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

**6.2** Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

**6.3** Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

**6.4** Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

**6.5** Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

**6.6** Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

### **SECTION 7 - INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

### **SECTION 8 - INSURANCE**

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional

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services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

## **SECTION 9 - GENERAL PROVISIONS**

### **9.1 Access to Records**

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

### **9.2 Assignment**

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

### **9.3 Changes to Scope of Services - Basic Professional Services**

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

### **9.4 Compliance with Laws, Rules, Regulations**

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

### **9.5 Conflict of Interest Code Applicability**

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

### **9.6 Exhibits Incorporated**

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

**9.7 Independent Contractor**

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

**9.8 Integration; Amendment**

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

**9.9 Jurisdiction**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

**9.10 Notice to Proceed; Progress; Completion**

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

**9.11 Ownership of Documents**

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

**9.12 Subcontracts**

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

**9.13 Term; Termination**

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon

City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

**9.14 Notice**

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
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To Consultant: Carollo Engineers, Inc.  
Attn: Chris Cleveland  
2880 Gateway Oaks Drive, Suite 330  
Sacramento, CA 95833

**SECTION 10 - SPECIAL PROVISIONS**

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.


CITY:

  
\_\_\_\_\_

Mark Orme, City Manager\*


\*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

APPROVED AS TO FORM:

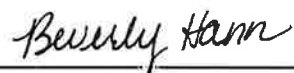
  
\_\_\_\_\_

Andrew L. Jared, City Attorney\*

CONSULTANT:

  
\_\_\_\_\_

By: Chris Cleveland  
Senior Vice President

  
\_\_\_\_\_

By: Beverly Hann  
Associate Vice President

APPROVED AS TO CONTENT:

  
\_\_\_\_\_

Erik Gustafson, Public Works Director -  
Operations & Maintenance

\*Pursuant to The Charter of the  
City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director\*

\*Reviewed by Finance and Information Systems



**CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT**

CAROLLO ENGINEERS, INC.

Consultant

GROUNDWATER MONITORING AND REPORTING - WPCP

Project Title

850-670-5400

Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

Assist with the National Pollutant Discharge Elimination System (NPDES) Permit – Related Requirements for additional groundwater monitoring and reporting for the remaining duration of the current permit order (2017-2021), monitor well disinfection of up to 3 (three) wells and antidegradation reevaluation support at the Water Pollution Control Plant (WPCP) located at 4827 Chico River Road, Chico, CA 95928.

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## EXHIBIT B

### SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

#### Scope of Professional Services - Basic

Consultant shall hire subconsultant (Condor Earth) to monitor the groundwater, compile and review that data for quality, and report that data in accordance with the WPCP's monitoring and reporting program for the remaining duration of the current permit order (2017-2021). This will include field sampling efforts, laboratory analyses, and reporting in accordance with the requirements of the Order. All work by subconsultant will be performed under the direction of Consultant.

#### Wastewater Discharge Requirements (WDR) - Monitoring and Reporting

##### Task 1A: Monitoring Field Work

Groundwater monitoring is required by Waste Discharge Requirements (WDR) Order R5-2016-0023 and Monitoring and Reporting Program (MRP). Subconsultant will provide two semi-annual monitoring events to be conducted during the first and third calendar quarter of 2020 and one semi-annual monitoring event to be conducted during the first calendar quarter of 2021. Field work will be scheduled with the subconsultants laboratory and WPCP personnel at least 2 weeks in advance. Subconsultant's trained environmental technician will conduct the groundwater monitoring in strict accordance with the Groundwater Sampling and Analysis Plan (SAP) following the US EPA guidance for groundwater monitoring. Each groundwater monitoring event is anticipated to take 2 days to complete. Groundwater will be purged using dedicated submersible pumps. The tubing from each monitoring well will be adapted to a flow-through chamber to measure water quality field parameters without atmospheric interference. A YSI 556 multi-meter or equivalent instrument will be used to measure the field parameters (temperature, pH, and electrical conductivity at minimum). Field parameters will be measured at the start of purging and at each casing volume purged until approximately 3 casing volumes of water are purged and field parameters have stabilized. Before sampling, depth-to-water measurements will be made to assure groundwater has recovered to 80 percent of its pre-purge water level prior to sampling. The flow-through chamber will be removed and samples will be collected directly from the dedicated pump tubing into laboratory supplied containers,

immediately labeled, and placed in a large container with ice to cool the sample to the required preservation temperature. Samples for dissolved constituents will be field-filtered with disposable 0.45 micron filters directly into preserved containers. In accordance with the SAP and EPA protocols, one quality control sample will be collected per event. Laboratory samples will be transported under chain-of-custody procedures to an ELAP-certified laboratory.

**Task 1B: Semi-Annual Laboratory Analyses**

Laboratory analytical work to be performed as described in Task 1A. A list of the analytical constituents required by the permit is included below:

<b>Constituent</b>
Electrical Conductivity
Total Dissolved Solids
Fixed Dissolved Solids
Total Coliform Organisms
Nitrate as Nitrogen
Total Kjeldahl Nitrogen
Ammonia as NH <sub>4</sub>
Total Nitrogen (Calculation)
Boron
Calcium
Iron
Manganese
Magnesium
Potassium
Sodium
Chloride
Phosphorus
Total Alkalinity
Bicarbonate
Carbonate
Hydroxide
Hardness (Calculation)
Cation/Anion Balance (Calculation)

NOTE: All samples for metals and minerals will be filtered and will be analyzed as dissolved constituents.

**Task 1C: Semi-Annual Reporting**

Self-Monitoring Reports (SMRs) shall be submitted by subconsultant using the State Water Board's California Integrated Water Quality System (CIWQS) Program website. Each report will include the discharger information, project description, environmental setting, a summary of the groundwater quality, and copies of field forms and laboratory certificates. The reports will contain sufficient detail to verify compliance with the WDR, MRP, and Standard Provisions and

Reporting Requirements. Subconsultant will maintain a groundwater quality database to track the data and perform quality checks on the data. In addition, the groundwater gradient will be calculated and contour maps created. The monitoring reports will describe the monitoring event, sampling protocols, any deviations from the standard procedures, and include a brief summary of the water quality. Reports will be submitted by May 1, 2020 for the first quarter monitoring event in 2020, by November 1, 2020 for the third quarter monitoring event in 2020 and by May 1, 2021 for the first quarter monitoring event in 2021. Subconsultant will provide the groundwater monitoring reports to Consultant and the City for review and final submittal with the SMRs.

Task 2: Monitoring Well Disinfection (Optional at City's Discretion)

Several of the groundwater monitoring wells have persistently tested positive for high levels of total coliform organisms post-construction and it is hypothesized that the coliform may have been introduced during installation. Wells GW-3, GW-4, and GW-5 have reported the highest concentrations of coliform. Subconsultant to conduct well disinfection at the three monitoring wells to test whether the coliform can be eliminated. The procedure consists of treating each monitoring well casing and filter pack with a measured dose of typical household chlorine bleach based on the volume of groundwater contained in the well casing and filter pack. The chlorine solution is introduced and circulated within the well casing and filter pack to thoroughly mix and allowed to rest in the monitoring well for a minimum of four to twenty-four hours. Following the rest period, the well is recirculated and pumped until the residual chlorine levels are non-detect. It is anticipated that disinfection of the three wells can be completed in two consecutive field days.

Task 3: Antidegradation Reevaluation Support (Optional at City's Discretion)

Consultant will prepare an Antidegradation Reevaluation Report following completion of the second year of quarterly groundwater monitoring. Subconsultant will provide Senior hydrogeologist technical support for evaluation of the groundwater data at the end of the Permit term.

Services to be Provided by City

Access to the Water Pollution Control Plant and staff from 7:00 a.m. to 3:30 p.m. Monday through Friday, excluding City holidays.

Completion Schedule

The Consultant shall complete all services outlined herein by 5/31/2021.

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Consultant

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EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with each event within Task 1A, 1B and 1C. Tasks 2 and 3 are optional and compensation will be in accordance with amounts stated below. Total maximum compensation for the services outlined herein shall not exceed \$37,755.01.

Compensation shall be based upon actual invoices received and shall be paid according with the completion of each event within the task as follows:

Task 1A: \$3,179.00 per event x 3 events = \$9,537.00

Task 1B: \$2,497.00 per event x 3 events = \$7,491.00

Task 1C: \$4,265.67 per event x 3 events = \$12,797.01

Task 2 (Optional): \$5,180

Task 3 (Optional): \$2,750

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## EXHIBIT D

### INSURANCE PROVISIONS

#### General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, 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.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this

requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

#### Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

#### Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by

Consultant/Contractor and provided to City upon request.

#### Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

#### Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

#### Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

#### Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.



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EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

NONE

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EXHIBIT F

SPECIAL PROVISIONS

NONE