

CITY OF FAIRFIELD

RESOLUTION NO. 2011 - 105

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND AIM CONSULTING FOR PUBLIC OUTREACH SERVICES RELATED TO THE FAIRFIELD/VACAVILLE TRAIN STATION PROJECT

WHEREAS, the preliminary design of the Fairfield/Vacaville Train Station Project is completed and the City desires to properly engage stakeholders and promote the project to the general public and potentially affected communities; and

WHEREAS, the City requires the services of a qualified consultant for outreach services to engage stakeholders and the general public regarding the Fairfield/Vacaville Train Station Project, and

WHEREAS, AIM Consulting has represented that they are qualified to perform such services.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield, that certain agreement with AIM Consulting for outreach services related to the Fairfield/Vacaville Train Station Project, in an amount not-to-exceed \$56,600.

Section 2. The City Manager is hereby authorized to implement the above-mentioned agreement and administer a 10% management reserve (\$5,660), as needed.

PASSED AND ADOPTED this 7th day of June 2011, by the following vote:

AYES: COUNCILMEMBERS: _____ Price/Timm/Moy/Mraz/Vaccaro

NOES: COUNCILMEMBERS: _____ None

ABSENT: COUNCILMEMBERS: _____ None

ABSTAIN: COUNCILMEMBERS: _____ None

MAYOR *Harvey T. Ruiz*

ATTEST:

CITY CLERK
pw

CONSULTANT SERVICES AGREEMENT
Fairfield-Vacaville Train Station
Public Outreach / Public Information

THIS AGREEMENT is made at Fairfield, California, as of June 7, 2011, by and between the City of Fairfield, a municipal corporation (the "CITY") and AIM Consulting ("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.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: _____
[Signature]

6044

AIM Consulting

By: _____
[Signature]



May 11, 2011 (Revised)

**Fairfield-Vacaville Train Station
Public Outreach / Public Information**

SCOPE OF WORK

PUBLIC OUTREACH / PUBLIC INFORMATION

AIM Consulting has developed a two-tiered public engagement and information program for the City of Fairfield's Fairfield-Vacaville Train Station project. The initial program segment will consist of a public outreach effort to engage key stakeholders through a one-on-one and/or focus group meetings to ensure community, business and other stakeholders can provide their input and comments on the construction process as well as gain information about the purpose and need of the project.

The second segment of the program will provide key stakeholders and the community at-large with the necessary information about the construction approach, and to provide the stakeholders' input regarding preferred approach.

The goal of the public outreach will be to inform and engage key stakeholders of the Fairfield/Vacaville Train Station, identify the best construction approach, including substantial community input, and build a coalition for project implementation within the first five months from notice-to-proceed. Afterwards, the program goals will be to inform and manage concerns and expectations of stakeholders throughout the construction process.

TASK 1.1 Public Participation and Communications Plan

AIM will develop and implement a comprehensive public participation and communications plan. Throughout the public participation process AIM will manage the expectations of stakeholders by defining project parameters, clarifying and addressing stakeholders' concerns, and communicating how the project decisions reflect the Purpose and Need statement and evaluation criteria.

Elements of the plan include the following:

- Public participation goals and objectives.
- A comprehensive tiered (see Task 1.2) stakeholder list of those community members who perceive that their interest will be affected by the project. Potential stakeholders include: nearby residential neighborhoods (Gold Ridge) and businesses, Travis AFB, Travis Unified School District, community, environmental and other special interest groups, and the general public.

Gladys Cornell
Principal
916.698.0826 (cell)
gcornell@aimconsultingco.com

Donna Lucchio, LEED™
Principal
916.217.7050 (cell)
dlucchio@aimconsultingco.com

- Communication schedule including project milestones, frequency of interaction and the settings for interactions outlined.
- Public participation activities including the sequence of activities that will be conducted throughout the project duration. These activities include one-on-one and small group stakeholder meetings, Technical Advisory Committee (TAC) and/or Project Development Team (PDT) meetings, public meetings/workshops as well as other communication methods.
- Review points will be identified to evaluate and, where necessary, revise the participation and communications program.

Assumptions

- City of Fairfield will approve all elements of the public participation and communication program prior to implementation.

Deliverables

- Public Participation and Communications Plan.

TASK 1.2 Technical Advisory and Stakeholder Meetings

The Technical Advisory Committee meetings will provide the City of Fairfield an opportunity to collaborate on the public outreach goals and approach with the City of Vacaville Planning, Public Works and Public Information Departments, City of Fairfield's Fire Department and Police Departments, and other public agencies, deemed necessary.

Stakeholder meetings will provide an opportunity for the City of Fairfield to communicate with landowners, businesses, and other interested parties regarding their concerns, issues, and expectations. It is anticipated that the stakeholder meetings will be informal one-on-one or small group focus meetings. The goal of early stakeholder meetings is to introduce the project, discuss project highlights, and identify other stakeholders, establish best form of communication and anticipated concerns and opportunities of the stakeholders.

The technical advisory and stakeholder meeting task will include the following:

- Conduct research and stakeholder outreach to identify all interested parties. Develop and maintain a stakeholder database which will include contact name, address and email address throughout the duration of the project. This database will be categorized by groups.
- Facilitate three (3) TAC meetings.
- Contact and invite key stakeholders to one-on-one and/or focus group sessions for up to a total of five (5) meetings. Facilitate stakeholder meetings and provide meeting minutes and summary analysis of stakeholder meetings to the PDT. These meetings will inform the PDT of initial stakeholder perspective regarding the overall project and the construction approach.
- Develop and refine the public outreach approach based upon the outcome of TAC and stakeholder meetings.

Deliverables

- Develop, with City of Fairfield’s assistance, a stakeholder database.
- Information materials and pre-determined questions for stakeholder meetings (one-on-one focus groups) approved by TAC.
- Meeting agendas and summaries with action item lists.
- Schedule and interview stakeholders.
- Provide stakeholder feedback and initial perspective regarding construction approach.

TASK 1.3 Key Message, Project Graphics, and Project Branding

AIM will develop key messaging focused on the community benefits regarding the overall project and construction approach, which will be used for the TAC, stakeholder and public workshops, and communication materials. AIM will also create a project brand that is vivid, concrete, and demonstrates project value to the community. The brand will include a project logo and name to establish a consistent image, message, project identity, and recognition. This brand will be used on all outreach and presentation materials promoting the project and the corresponding public participation process.

In addition, AIM can develop and publish via website a “virtual” site tour to demonstrate the project need. This virtual site tour would include video of the overall vision and benefit of the TOD. This task is optional and is not included in the proposed fee for services.

To assist the project team in showing project context, providing realistic expectations and stimulating community involvement, the project team will use graphics capabilities to plan and prepare project exhibits. These exhibits will be used in public outreach efforts as exhibits for the public meetings and other related activities. The exhibits will be planned to effectively relay project information, the project features and processes that are required for project approvals. In advance of each public meeting, the number and type of exhibits and the information to be presented will be established with the City of Fairfield. Prior to exhibits being prepared, the City of Fairfield will review and approve the exhibit for theme, method of presentation, message and content. Examples of similar exhibits will be provided.

The exhibits to be provided for the public meetings will consist of the following:

- Exhibit boards relaying project information, message, schedule, and/or process.
- Exhibit boards and/or PowerPoint presentation graphics representing conceptual alternatives.

Assumptions

- Graphics representing the construction alternatives in engineering detail to reflect the impacts of the project on the existing surroundings will be provided by KKCS and/or HNTB.
- Photo renderings of each construction alternative will be provided by KKCS and/or HNTB.
- The project brand will contain the public project name and the logos of the two cities. This will serve as the project’s logo.
- The project will be prominently represented within the City’s existing website with AIM providing text and supporting attachments (i.e. meeting minutes, announcements, etc.)

Deliverables

- Key Messaging.
- Public meeting exhibits.
- Project logo and name.

TASK 1.4 Public Workshops

AIM will plan, organize, and facilitate four (4) public workshops to keep the community updated on the project, and obtain stakeholder input regarding the preferred construction method.

The following highlights the anticipated public meetings, timing, and purpose:

Public Workshop #1 and #2

- Kick-off (public information) meetings.

Purpose: To update public on the Fairfield-Vacaville Train Station project (review of overall project vision and goals, introduce the design and construction team, discuss scope, project timeline, how the public can stay apprised of the project, introduce construction concepts), and to identify additional stakeholders.

Public Meeting #3 and #4

- Facilitated outreach meetings addressing the construction approach.

Purpose: To obtain stakeholder input regarding the preferred construction approach.

Additional public meetings can be held at the discretion of City of Fairfield.

Assumptions

- Includes printing of meeting materials.
- Includes printing/distribution of notification materials and display advertisement placements and press releases.
- AIM will work with the City of Fairfield to identify suitable meeting locations in the project vicinity.
- Costs for meeting rooms, direct mail, and advertising placement will be the responsibility of City of Fairfield.

Deliverables

- Notification materials (workshop announcements, mailing notices, display ads, press releases, elected officials letters, website announcements).
- Meeting agendas.
- PowerPoint presentations.
- Project informational materials.
- Exhibit boards.
- Workshop and meeting summaries with how input will be used.

TASK 1.5 Communication Materials

AIM will provide combined news articles/fact sheets (four total) to update interested parties on project development and available information on the project development process. News articles/fact sheets will be developed for placement on external websites and linked to the City of Fairfield's website. Printed materials will be limited to those printed for distribution at meetings. Release times will be dependent upon the dates for the public meetings. AIM will prepare materials using a format for publications that is consistent with 'brand' (Task 1.3) to establish public image and identity. All publications will be approved by the City of Fairfield.

Assumptions

- AIM is responsible for design, art direction, and production of camera-ready copy for printing.

Deliverables

- Draft Newsletters/Fact Sheets for the City of Fairfield approval.

TASK 1.6 Website Coordination

AIM will utilize the City's existing project-specific webpage format and provide text and graphics on a monthly or milestone basis. This information will be provided in a compatible format so the City of Fairfield can upload it to the City's current webpage.

Assumptions

- The project webpage will be formatted in a manner that is compatible with the City's content management system for uploading and maintenance.
- The project webpage will include a basic contact section (address, TEL, FAX, email).
- AIM will provide the project webpage updates in a format approved by the City of Fairfield and the City will post to the website.

Deliverables

- Project webpage.
- Webpage updates for City of Fairfield uploading and maintenance.

TASK 1.7 Media Coordination

AIM will coordinate with the City of Fairfield Public Information Office to identify appropriate contacts for newspapers, radio stations, and television stations. AIM, with the City of Fairfield's assistance, will establish a media contact list for project information, announcements, press kits (press releases and project information as appropriate). AIM will track articles and maintain a media coverage file on the Fairfield-Vacaville Train Station project.

Deliverables

- Newspaper articles for local papers.
- Media releases.

TASK 1.8 Construction Phase Public Information

AIM will coordinate with the City of Fairfield Public Information Office throughout the construction phase of the project, and with the City of Fairfield's assistance, will design and prepare public announcements and notifications, as necessary. AIM will also provide the design and layout of the project roadway signage, based upon specifications provided by the City of Fairfield. AIM will prepare materials using a format that is consistent with 'brand' (Task 1.3) to establish public image and identity.

Assumptions

- AIM is responsible for design, art direction, and production of camera-ready copy for printing and/or use by the City of Fairfield.
- Graphics used representing construction alternatives or other engineering details will be provided by the City of Fairfield, KKCS and/or HNTB.
- Agency and/or team member logos used will be provided by the City of Fairfield.
- All products will be approved by the City of Fairfield prior to release of product for use or reproduction.

Deliverables

- Public Information announcements/notifications for the City of Fairfield approval and use.
- Project roadway signage design and layout for the City of Fairfield approval and use.

TASK 1.9 Ground Breaking / Grand Opening Support

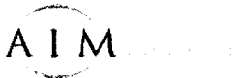
AIM will coordinate with the City of Fairfield Public Information Office prior to construction and during construction to plan ground breaking and grand opening events, respectively. The ground breaking will exhibit the pending project and views of the ultimate completion. The grand opening will acknowledge the project successes, funding sources, and regional sponsors at the reception.

Assumptions

- AIM is responsible for design, art direction, and production of poster boards and any printed media (fact sheets) distributed at either event.
- Graphics used representing construction alternatives or other engineering details will be provided by the City of Fairfield, KKCS and/or HNTB.
- Agency and/or team member logos used will be provided by the City of Fairfield.
- All products will be approved by the City of Fairfield prior to release of product for use or reproduction.
- City will provide full list of funding sources and sponsors, and event location.

Deliverables

- Poster boards required for either event.
- Printed project fact sheets for distribution.



1517 28th Street, Suite 8
 Sacramento, CA 95816
 916.357.5397

BUDGET ESTIMATE - PUBLIC OUTREACH / PUBLIC INFORMATION

(AIM Proj. No. 11016)

Revised: May 11, 2011

PROJECT NAME: FAIRFIELD-VACAVILLE TRAIN STATION

AGENCY RFP NO: N/A

| TASK DESCRIPTION | PERSONNEL / HOURLY RATE / PROJECTED HOURS AND FEE | | | | | TOTAL HOURS / FEE (By Task) | NOTES / COMMENTS |
|---|---|-------------------|-------------------|--------------|---------------------|-----------------------------|------------------------------------|
| | Outreach Manager | Logistics Manager | Graphics Designer | Web Designer | Project Coordinator | | |
| | \$135.00 | \$120.00 | \$100.00 | \$100.00 | \$60.00 | | |
| 1.1 Public Participation/Communications Plan | | | | | | | |
| Project team meetings and coordination | 12 | | | | | 12 | |
| Prepare Public Participation/Comm. Plan | 4 | | | | 4 | 8 | |
| Subtotal - Task 1.1 | 16 | 0 | 0 | 0 | 4 | 20 | |
| | \$ 2,160.00 | \$ - | \$ - | \$ - | \$ 240.00 | \$ 2,400.00 | |
| 1.2 Technical Advisory and Stakeholder Mtgs. | | | | | | | |
| Develop and maintain stakeholder database | 4 | 4 | | | | 8 | |
| Develop information and presentation materials for all meetings | 8 | 8 | 4 | | 4 | 24 | Assumes 3 TAC, 5 Stakeholder Mtgs. |
| Prepare meeting agendas and summaries | 4 | 4 | | | | 8 | |
| Prepare/Maintain comment tracking report | 4 | 4 | | | | 8 | |
| Schedule and interview stakeholders | 12 | | | | | 2 | |
| Provide stakeholder feedback | 12 | | | | | 2 | |
| Subtotal - Task 1.2 | 44 | 20 | 4 | 0 | 32 | 100 | |
| | \$ 5,940.00 | \$ 2,400.00 | \$ 400.00 | \$ - | \$ 1,920.00 | \$ 10,660.00 | |
| 1.3 Key Message, Project Graphics, Branding | | | | | | | |
| Develop key messaging | 8 | | | | 2 | 10 | |
| Project logo and name | 2 | 4 | | 2 | | 8 | |
| Public meeting exhibits | 8 | 8 | 4 | | 4 | 24 | |
| Subtotal - Task 1.3 | 18 | 12 | 6 | 0 | 6 | 42 | |
| | \$ 2,430.00 | \$ 1,440.00 | \$ 600.00 | \$ - | \$ 360.00 | \$ 4,830.00 | |
| 1.4 Public Workshops | | | | | | | |
| Public workshop planning (notifications, agendas, exhibits, presentation materials) | 8 | 12 | 6 | | 12 | | Assumes 4 Public Workshops. |
| Public workshop facilitation | 8 | 8 | | | 8 | | |
| Meeting summaries | 4 | 4 | | | 8 | | |
| Subtotal - Task 1.4 | 20 | 24 | 6 | 0 | 28 | 78 | |
| | \$ 2,700.00 | \$ 2,880.00 | \$ 600.00 | \$ - | \$ 1,680.00 | \$ 7,860.00 | |
| 1.5 Communication Materials | | | | | | | |
| Newsletters / Fact Sheets | 16 | 8 | 8 | | 16 | | Assumes max. of 4. |
| Subtotal - Task 1.5 | 16 | 8 | 8 | 0 | 16 | 48 | |
| | \$ 2,160.00 | \$ 960.00 | \$ 800.00 | \$ - | \$ 960.00 | \$ 4,880.00 | |
| 1.6 Website Coordination | | | | | | | |
| Website development | 8 | 8 | 4 | 8 | | | |
| Website updates | 12 | 8 | 2 | 4 | | | |
| Subtotal - Task 1.6 | 20 | 16 | 6 | 12 | 0 | 54 | |
| | \$ 2,700.00 | \$ 1,920.00 | \$ 600.00 | \$ 1,200.00 | \$ - | \$ 6,420.00 | |
| 1.7 Media Coordination | | | | | | | |
| Newspaper articles for local papers | 8 | | | | | 4 | |
| Media releases | 16 | | | | | 8 | |
| Subtotal Task 1.7 | 24 | 0 | 0 | 0 | 12 | 36 | |
| | \$ 3,240.00 | \$ - | \$ - | \$ - | \$ 720.00 | \$ 3,960.00 | |
| 1.8 Construction Phase Public Information | | | | | | | |
| Announcements / Notifications | 4 | 8 | 4 | | 4 | | |
| Project roadway signage | 4 | 8 | 4 | | 4 | | |
| Subtotal Task 1.8 | 8 | 16 | 8 | 0 | 8 | 40 | |
| | \$ 1,080.00 | \$ 1,920.00 | \$ 800.00 | \$ - | \$ 480.00 | \$ 4,280.00 | |
| 1.9 Ground Breaking / Grand Opening Support | | | | | | | |
| Develop and distribute invitation list | 2 | | | | 4 | | Assumes 2 events. |
| Event logistics | 2 | 8 | | | 15 | | |
| Develop printed media | 3 | | 5 | | 4 | | |
| Develop poster boards | 3 | | 5 | | 4 | | |
| Develop agenda and talking points | 4 | 4 | | | 2 | | |
| Event management | 4 | 5 | | | 10 | | |
| Subtotal Task 1.9 | 18 | 17 | 10 | 0 | 39 | 84 | |
| | \$ 2,430.00 | \$ 2,040.00 | \$ 1,000.00 | \$ - | \$ 2,340.00 | \$ 7,810.00 | |



1517 78th Street, Suite B
 Sacramento, CA 95816
 916.357.5397

BUDGET ESTIMATE - PUBLIC OUTREACH / PUBLIC INFORMATION

(AIM Proj. No. 11016)

Revised: May 11, 2011

| DIRECT EXPENSES * | |
|-----------------------------------|--------------------|
| Mileage / Parking | \$ 1,000.00 |
| Meeting Refreshments | \$ 1,000.00 |
| Printing / Reprographics | \$ 1,500.00 |
| Subtotal - Direct Expenses | \$ 3,500.00 |

* Direct Expenses are estimated. Actual expenses will be billed at cost.

| | | | | | | |
|-----------------------|--------------|--------------|-------------|-------------|-------------|--------------|
| TOTAL HOURS | 184 | 119 | 48 | 12 | 145 | 508 |
| TOTAL LABOR FEE | \$ 24,840.00 | \$ 13,560.00 | \$ 4,800.00 | \$ 1,200.00 | \$ 8,700.00 | \$ 53,100.00 |
| TOTAL DIRECT EXPENSES | | | | | | \$ 3,500.00 |

TOTAL FEE PROPOSAL **\$ 56,600.00**

EXHIBIT "B"

PAYMENT

- 1) The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified in the individual task orders and shall not exceed \$56,600.
- 2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the City of Fairfield for the same.
- 3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the City of Fairfield.

EXHIBIT "C"
GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent CONSULTANT 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 anytime 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) CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers 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, its officers, agents, employees or volunteers.

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.

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 CONSULTANTS, consultants and developers. When local projects require, subCONSULTANTS, CONSULTANTS, 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, CONSULTANT, 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, his 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; or 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.

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.

d) 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. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. 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.

e) 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.