

REQUEST FOR QUALIFICATIONS

Forest Health and Fire Resiliency Program

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

24 December 2019

Request for Qualifications
FOREST HEALTH AND FIRE RESILIENCY PROGRAM

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Exhibit A: Project plans, specifications and relevant reports

Exhibit B: Cost Proposal Form

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Published by the authority of:
San Mateo RCD Board of Directors
80 Stone Pine Road, Suite 100
Half Moon Bay, CA 94019
(650) 712-7765

Forest Health and Fire Resiliency

REQUEST FOR QUALIFICATIONS

Introduction

The San Mateo Resource Conservation District (RCD) is seeking contractors to support the RCD's Forest Health and Fire Resiliency (FHFR) Program which includes forest management and fuel reduction projects throughout San Mateo County, and the adjacent Santa Cruz Mountain range. The overall goals of the program include reducing wildfire risk, assisting landowners in increasing defensible space, improving emergency evacuation/access routes, and increasing the fire resiliency of forests and watershed ecosystems in San Mateo County through project development, permitting, and project implementation. Several different project types are covered by this program, and the RCD is seeking a qualified forester/contractor to support activities related to:

- Project planning and development of management plans (e.g. Timber Harvest Plans, Notice of Emergency Timber Operations for Fuel Hazard Reduction, revegetation plans, Vegetation Management Plans, invasive species removal plans, pest/diseased tree removal plans, etc.)
- Permitting (e.g. California Environmental Quality Act, Coastal Development Permits, County of San Mateo Significant Tree Removal Permit, avoidance and minimization measures, biological assessments, etc.)
- Support overseeing project implementation for fuel reduction, tree removal, revegetation, etc.
- Participation in development of outreach materials and participation in outreach efforts with stakeholders

Contracting Entity: The RCD is the contracting entity and project manager on behalf of the landowner(s). The RCD is a non-regulatory public benefit district to help people protect, conserve, and restore natural resources through information, education, and technical assistance programs. The RCD is a division of state government under Division 9 of the Public Resources Code.

Notice of Grant Funding: Applicants are notified that this project is funded by multiple grants and funding agreements, which currently include San Mateo County, CAL FIRE, California Coastal Conservancy. The RCD will not be required to pay the contractor until funds are received from the funding agency, which is normally between [45 and 120 days] from the approved pay request depending on when invoices are received. The RCD invoices funders on a quarterly basis.

Location

The project sites are located on private and public property throughout San Mateo County, and the adjacent Santa Cruz Mountain range.

RFQ Submittals:

1. Qualification statement based on one or more services requested in the RFQ and Exhibit A
2. Exhibit B and cost rates, which shall include rates for all labor, equipment, and materials necessary to perform all work as described in the RFQ and Exhibit A. Labor costs shall be based on current prevailing wage rates where applicable (see section entitled "Wages" below).

Project Cost and Funding

Funding for the project is through multiple grants and funding agreements, which currently include San Mateo County, CAL FIRE, California Coastal Conservancy. The RCD may wish to utilize the contractor for other funds secured for the FHFR program or other RCD programs.

The estimated current available funding for consulting services through December 31, 2020 is \$150,000.00. There is a possibility for additional funding and extended timeline.

Documentation

Attached to this RFQ are copies of project and contract documents, including the following:

- Exhibit A: Project plans, specifications and relevant reports
- Exhibit B: Cost Rates Proposal Form
- Exhibit C: Contract Template
- Exhibit D: Insurance Requirements

7. Proposal and Work Schedule

Date of announcement	[December 24, 2019]
Questions/Inquiries Accepted	[January 7, 2020]
Deadline for qualifications submittal	[January 9 th , 2020] Late proposal submissions will not be considered. Send submittals to Sheena@sanmateoRCD.org
Notification of selection	[January 20, 2020]
Contract Date	TBD
Work Commence Date	TBD
Work Completion Date	TBD

Prevailing Wage Laws

Some of the work may be considered a public work or public improvement and would therefore subject to Prevailing Wage/ Labor Compliance) pursuant to Part 7 of Division 2 of the California Labor Code (commencing with Section 1720.)

Evaluation of Qualifications

The RCD will select contractors which are of the greatest advantage to the project and the RCD. RCD has the right to reject any and all consultants and add alternates. The RCD also has the right to select multiple consultants. The Qualification Evaluation Form (Exhibit C) lists the objective criteria that will be used to help evaluate all contract proposals. RCD is not required to accept the consultants with the lowest rates.

Contract and Payment

Consultants selected from this RFQ, consultants may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants. Invoices shall be submitted to the RCD for work completed not less than quarterly, and no more than monthly. The RCD will invoice funders on a quarterly basis.

EXHIBIT A

Project Scope

The following describes specific projects and program areas within the RCD's Forest Health and Fire Resiliency Program. Consultants qualification statements should speak to one or more of the areas they have expertise in where they could provide support to the RCD.

1. Forest Health and Fire Resiliency Program Areas and Projects

SFPUC Prescribed Burn Project: Much of the watershed lands of the San Francisco Public Utilities Commission (SFPUC) has not experienced a natural fire in over a century. Due to this fact, vegetation and litter densities, including shrub and tree cover, have steadily increased which has resulted in the loss of grassland habitats critical for certain wildlife and plant species and has increased the potential and risk of significant high intensity wildfire. An uncontrolled high intensity wildfire could cause significant impacts to both water quality and habitat for wildlife and plant species. In order to reduce existing fuel loads in portions of the watershed lands and restore a more natural fire regime that will benefit natural processes, plant communities and native wildlife species, SFPUC is proposing a prescribed fire program over approximately 1,000 acres. This land management tool will fit within their overall integrated watershed management approach.

The RCD will seek support from one or more consultants to develop:

1. Biological Assessment with support from SFPUC, CAL FIRE and RCD field staff
2. CEQA compliance
3. Greenhouse gas impact analysis
4. other permitting and project development support

Fuel reduction and ecological restoration program area: In many cases fuel reduction projects will be meeting the goals of ecological restoration while simultaneously accomplishing significant fuel reduction. Many projects would be developed in close coordination with local fire personnel and/or CALFIRE and would emphasize priority areas identified through the current San Mateo – Santa Cruz County Community Wildfire Protection Plan. Since the goals of the above projects are fuel reduction, planting of replacement trees within project areas would often not be a desired component of project implementation. In some cases, complete removal of encroaching trees or shrubs from grassland areas would be the goal of the project. Work would focus on protecting San Mateo County ecosystem health and integrity. Retaining and promoting the health of larger well-spaced trees in forest stands, while thinning younger trees and ladder fuels in denser stands to reduce fuel loads would be a goal for the program. Overall the goal of the program will be to implement project work in upland locations and avoid impacts to jurisdictional riparian, waters or wetland habitats. However, if situations arise where work is required in jurisdictional riparian, waters or wetland habitats the appropriate regulatory permits would be obtained such as Regional Water Quality Control Board Section 401 Clean Water Certifications, California Department of Fish and Wildlife Section 1600 Lake and Streambed Alteration Agreements or U.S. Army Corps of Engineers Section 404 Nationwide Permits.

Regional forest health and fire resiliency program area: Due to local topography, high fuel loads, and frequent extreme drought conditions, the Central Coast of California has significant potential for catastrophic wildfires. An increasing number of houses are built in the Wildland Urban Interface (WUI) across the region, inadvertently impacting natural fire regimes due to suppression efforts to protect property. Large swaths of chaparral, oak

woodlands, and mixed conifer forests have not burned in decades, creating the potential for increased carbon dioxide emissions, flooding, erosion, and ecosystem type conversion in the event of wildfire. Forest and ecosystem health diminish when fire is suppressed, making natural systems less resilient in the face of climate change.

There is a clear need for improving forest health, providing technical forestry assistance, creating adequate defensible space around homes, minimizing fuel loads across larger landscapes, reducing the spread of invasive plants and pathogens, and providing post-fire landowner assistance on the Central Coast. In addition to addressing threats and impacts of wildfire, improved forest management is needed in the region to enhance stream and riparian function, to restore critical habitats for threatened and endangered species, to sequester greenhouse gases, and to reduce erosion and sediment loading of impaired waterways. In response to these needs, the Resource Conservation Districts (RCDs) of California's Central Coast (from San Mateo County to San Luis Obispo County) propose to lead delivery of a regional forest health and resiliency program in coordination with the Forest Management Task Force's Coastal Regional Prioritization Group, local fire safe councils, and numerous other partners.

2. Project Planning and Administration

Consultant will coordinate with RCD to coordinate project activities.

3. Implementation

Consultant will assist RCD as directed off and on-site to assist with overseeing project implementation as needed.

4. Compensation

- a. Consultants selected from this RFQ, consultants may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants.
- b. In the event the funding on which the above described contract services relies is materially reduced or made unavailable, despite the party's understandings and expectations that no such disruptions will occur, this Agreement will terminate immediately upon notice of such funding disruption by RCD to CONTRACTOR.

5. Reporting

- Contractor will provide summary of activities to RCD quarterly, when work has been performed.
- Contractor will provide invoice on the 5th of the month following the end of the quarter.

TERM OF AGREEMENT. Agreement terms will be unique to each scope of work and contract that is developed between the consultant and the RCD.

6. Qualifications

- Participate in multi-stakeholder collaboration with RCD and partner organizations involved in each project, include in-person meetings or conference calls
- Communicate with Project Manager via phone or email. Be flexible with stakeholder requests.
- Be able to work independently and carry out prescription treatments.
- Experience with planning, permitting, and environmental documentation including Timber Harvest Plans, Notice of Emergency Timber Operations for Fuel Hazard Reduction, revegetation, Vegetation Management Plans, invasive species removal

plans, pest/diseased tree removal plans, California Environmental Quality Act, Coastal Development Permits

- Be able to work in steep terrain with no trail access to treatment sites.
- Be able to utilize PDF maps provided to locate and treat infestations. KML, GPS, Calflora, and other geolocational formats available.

EXHIBIT B

Cost Proposal Form
Forest Health and Fire Resiliency

To: Board of Directors, San Mateo Resource Conservation District

We, the undersigned, having familiarized ourselves with this RFQ packet, and hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete the project as specified and described in Exhibit A.

We, the undersigned, agree to perform all the above work to its completion and to the satisfaction of the RCD for the rates for said work as indicated below.

We, the undersigned, understand that consultants who are selected from this RFQ, may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants.

1. Cost Proposal **(EXAMPLE FORM consultants may use alternative cost proposal formats)**

Item #	Description	Hourly Rate
2		
3		
4		
5		
6	Other costs (if any)	

I hereby certify that:

- A. All of the statements herein made by me are made on behalf of [company name]_____
- B. I have thoroughly examined the RFX, appendices, contract documents and all other items bound herein;
- C. I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;
- D. I have full authority to make such statements and to submit this cost proposal form on the Company's behalf; and
- E. The statements herein are true and correct.

Signature _____ Date _____

By _____

Title _____

Certifications and licenses:

2. REFERENCES

List projects and contact information for use as reference or attach reference documentation (please refer to EXHIBIT C: Bid Evaluation Form).

PROJECT NAME _____

Brief description of project:

Date(s) constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project:

Date constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project

Date constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project

EXHIBIT C

SAMPLE CONTRACT

SAN MATEO RESOURCE CONSERVATION DISTRICT PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR NAME

THIS AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 2018 is by and between the **SAN MATEO RESOURCE CONSERVATION DISTRICT**, a political subdivision of the State of California, hereinafter referred to as “**RCD**,” and **CONTRACTOR NAME**, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS, the FUNDING AGENCY has contracted with RCD; and

WHEREAS, RCD desires to use the professional services of CONTRACTOR; and

WHEREAS, CONTRACTOR has the professional and administrative ability to implement such services; and

WHEREAS, RCD and CONTRACTOR desire to set forth in writing the obligations and responsibilities of each party relating to the services;

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

1. Scope of Services

- a. CONTRACTOR will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit A, Project Name- Contractor Name- *Scope of Services*, hereinafter referred to as “**PROJECT**”, which is attached hereto and incorporated herein by reference.
- b. This Agreement is limited both in scope and duration, as herein specified.

2. Term of Agreement. Subject to compliance with all applicable terms and conditions, the term of this Agreement shall commence on DATE and terminate on DATE.

3. Performance Responsibilities. Contractor shall complete the herein described services by no later than DATE unless a later date is agreed upon by the parties in writing. Time is and shall be of the essence in the performance of the specified services by CONTRACTOR.

4. Compensation.

- a. In consideration of the services provided by CONTRACTOR in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay CONTRACTOR an amount not to exceed

AMOUNT AS TEXT, (\$xx.xx) for the successful and timely completion of the specified services. In no event shall RCD's total fiscal obligation under this Agreement exceed (AMOUNT AS TEXT (\$xx.xx)). In the event that RCD makes any advance payments, CONTRACTOR agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.

- b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to Contractor as soon as is reasonably possible after RCD learns of said unavailability of outside funding.

5. **Billing and Payment Procedure.** CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 30 days of payment to the RCD by the project funder.
6. **Cooperation.** RCD and CONTRACTOR agree to cooperate to the greatest extent possible to complete the PROJECT. CONTRACTOR will notify RCD in writing of any new developments, information, issues or concerns that are reasonably expected to negatively impact the PROJECT and/or its completion as soon as practicable.
7. **Assignment.** This Agreement is not assignable by CONTRACTOR in whole or in part without the authorized written consent of RCD,
8. **Conflict of Interest.** The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.
9. **Applicable Laws.** All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state and federal laws, regulations, policies, procedures, and standards, and any failure to do so shall constitute a material breach of the Agreement by CONTRACTOR, which may be waived by RCD at its sole discretion subject to cure or mitigation of the violation.
10. **Wages.** All work implemented by the RCD, a public agency, is considered a public work or public improvement project. As public projects, they are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. CONTRACTOR, and any subcontractor working under CONTRACTOR, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.
11. **No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official

who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

12. Independent Contractor Status. The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, and neither CONTRACTOR nor its employees acquire any of the rights, privileges, powers or advantages of RCD employees.

13. Standard of Professionalism. CONTRACTOR shall conduct all work under this Agreement consistent with professional standards for the industry and type of work being performed hereunder.

14. Ownership of Materials. Except as otherwise expressly stated in Exhibit A, all materials and work products, including data collected for the Work produced as a result of this Agreement are the property of the RCD. Any final products distributed or produced will acknowledge the CONTRACTOR, RCD, and other Funding Agencies as reasonably requested by the RCD. The RCD shall be entitled to use and publish the work product and deliverables under this Agreement.

15. Indemnification. To the fullest extent permitted by applicable law, CONTRACTOR agrees to defend, at CONTRACTOR's expense and with counsel acceptable to RCD, indemnify, and save and hold harmless RCD and all of its officers, directors, employees and agents, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever arising out of the performance or nonperformance of the CONTRACTOR's work, including without limitation, all expenses of litigation and/or arbitration, court costs, and attorneys' fees, arising on account of or in connection with injuries to or the death of any person whomsoever, or any and all damages to property, regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the work performed by or for the CONTRACTOR under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the CONTRACTOR or any of its employees, agents, representatives and or suppliers.

16. Insurance. CONTRACTOR shall obtain and maintain for the duration of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, and shall provide RCD with evidence thereof prior to commencement of any work under this Agreement. CONTRACTOR shall have RCD named as an additional insured on its insurance policy, which shall have minimum coverage limits as specified on Exhibit B hereto, incorporated herein by reference. CONTRACTOR's above described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.

17. Nondiscrimination and Other Requirements

- a. **General Nondiscrimination:** CONTRACTOR will not discriminate in employment practices or in the delivery of services on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- b. **Equal Employment Opportunity:** CONTRACTOR shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement.
- c. **Discrimination Against Individuals with Disabilities:** The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and CONTRACTOR and any subcontractor(s) shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- d. **History of Discrimination:** CONTRACTOR certifies that no finding of discrimination has been issued in the past 365 days against CONTRACTOR by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against CONTRACTOR within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other governmental investigative entity, CONTRACTOR shall provide the RCD with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the RCD.

18. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To RCD: Kellyx Nelson, Executive Director
 San Mateo Resource Conservation District
 80 Stone Pine Road, Suite 100
 Half Moon Bay, CA 94019

To CONTRACTOR: CONTRACTOR NAME
 ADDRESS

19. Amendments and Integration. This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect

to the above referenced services, terms of compensation, and otherwise. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

- 20. Termination.** This Agreement may be terminated for any of the following reasons:
- a. If CONTRACTOR fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to fulfill its obligations under this Agreement, immediately upon written notice from RCD; and
 - b. RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to Contractor as soon as is reasonably possible after RCD learns of said unavailability of funding.

IN WITNESS WHEREFORE, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement.

Date: _____ By: _____
NAME, TITLE
CONTRACTOR NAME

Date: _____ By: _____
Kellyx Nelson, Executive Director
San Mateo Resource Conservation District

EXHIBIT D

Insurance Requirements

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

1. Minimum Scope of Coverage and Limits of Insurance:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. Business Automobile Liability Insurance-with coverage evidencing "any auto" and with limits of at least \$1,000,000 per occurrence.
 - c. Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage: \$1,000,000
2. Contractors Liability Insurance Policy shall contain the following clauses:
 - a. RCD and MROSD is added as an additional insured as respects operation of the named insured formed under contract with RCD.
 - b. It is agreed that any insurance maintained by RCD shall apply in excess of, and not contribute with, insurance provided by this policy.
 - c. The insurer agrees to waive all rights of subrogation against RCD and MROSD, its officers and employees for losses arising from work performed by CONTRACTOR for RCD.
3. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided if required under the California Labor Code.

Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- a. A policy endorsement must be delivered to District demonstrating that District, its officers,

employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
- e. Insurance is to be placed with California-admitted insurers.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Any self-insured retention or deductible is subject to approval of District. During the period covered by this Agreement, upon express written authorization of District Legal Counsel, Consultant may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The District Legal Counsel may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

Remedies. In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies District may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsement.