




TOWN OF FAIRFAX

STAFF REPORT

January 18, 2017

TO: Mayor and Town Council

FROM: Michele Gardner, Town Clerk 

SUBJECT: Approval of a contract with Sustainable Fairfax to implement the mandates of the Zero Waste grant including public education and outreach services related to recycling and green waste

RECOMMENDATION

Authorize the Town Manager to execute an agreement with Sustainable Fairfax in an amount not to exceed \$19,400 to implement the mandates of the Zero Waste grant and provide public education and outreach services.

DISCUSSION

For the past several years, the Town Council has approved an annual agreement with Sustainable Fairfax to provide services to implement the requirements of the Zero Waste Grant the Town receives from the Marin County Hazardous Waste and Solid Waste Management Joint Powers Authority (JPA), and to provide public education and outreach services for the Mandatory Commercial Recycling and the Construction and Debris ordinances, among other things.

Sustainable Fairfax is proposing similar services for this years' contract (see Exhibit "A"), including:

- Public education and outreach services for mandatory commercial recycling and commercial composting
- Public education and outreach services for residential green waste programs
- Public education and outreach services, as well as support at DEA-sponsored prescription drug take back events
- Hosting a "Take-Back" day with Marin Sanitary Services
- Conducting 2 workshops on backyard composting
- Working to ensure diversion of materials from landfill at the Fairfax Festival

The total contract cost is not to exceed \$19,400, which is slightly less than last year's contract amount of \$19,850. In the past, the Council has evaluated Sustainable Fairfax's services at the end of the first 6-month period prior to authorizing the second six months of work. This year, staff is recommending removal of the 6-month authorization requirement period.

For your reference, attached is Sustainable Fairfax's Progress Report for the July to December 2016 reporting period, and their proposed scope of services for 2017 is Exhibit "A" to the contract).

FISCAL IMPACT

The FY16-17 budget (Fund 01-715) includes funding for Sustainable Fairfax's services. The source of funding is the \$12,166 from the JPA Zero Waste grant, \$5,000 CalRecycle grant, and \$2,234 in unused funds from the previous contract.

ATTACHMENTS

1. Sustainable Fairfax Progress Report December 2016
2. Contract with Sustainable Fairfax (including scope of services under Exhibit "A")

AGENDA ITEM # 6



Sustainable Fairfax
Education Activism Conservation

Zero Waste Progress Report: July 2016 - Dec 2016

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Sustainable Fairfax Zero Waste Report

This report serves as a summary of Sustainable Fairfax's accomplishments for the second half of the scope of services outlined in the 2016 Sustainable Fairfax Zero Waste contract.

Zero Waste Committee

Our Zero Waste Committee is comprised of:

- Sustainable Fairfax board members Renee Goddard and Jennifer Hammond
- Laura Faye, California Conservation Corps
- Allison Ritter, College of Marin student
- Joelle Levy, owner of LoLa's Depot

Zero Waste Communications

We have distributed zero waste related information via newsletters (reached over 1,300), social media, the Sustainable Fairfax website and flyers. Materials are displayed at the Good Earth's Sustainable Fairfax community stand, at the Sustainable Fairfax Community Center Board, and other businesses and notice boards in town.

Fairfax Zero Waste Facebook Page. This page currently has 458 "likes" (up by 46 since July). The page reaches an average of 2,322 people a month, and an average of 172 people engage with the page every month by clicking, liking or commenting on posts.

Youth Blog: Our Drake High School intern Lexi Neely researched, conducted interviews and wrote a blog on the plastic bag ban propositions included on the ballot for the November 8, 2016 statewide general election. The blog received 82 unique views on the Sustainable Fairfax website, reached over 1,193 people on the Fairfax Zero Waste Facebook page, and was clicked, liked or commented on by 43 people on Facebook. Lexi also interviewed Marv Zauderer of Extra Food for a blog she is currently writing on food waste and hunger in Marin County. When complete, this blog was also featured on the San Anselmo/Fairfax Patch site, the Fairfax Zero Waste Facebook page and the Sustainable Fairfax website.

Fairfax Zero Waste by 2020
Published by Jennifer Hammond · 2016 · November 6, 2016 · 🌐

Sustainable Fairfax Drake High School intern Lexi Neely writes about the confusing Plastic Bag propositions on the California ballot on Tuesday, and encourages everyone to vote YES on 67 and NO on 65.



Youth Blog: Get informed about the Plastic Bag Ban Propositions! - Sustainable Fairfax
By Lexi Neely, Drake High School SEA-DISC student & Sustainable Fairfax Intern
We often hear about how Americans buy too many products we quickly dispose...
SUSTAINABLEFAIRFAX.ORG

1,193 people reached View Results

Like Comment Share

19 Top Comments

11 shares

Write a comment...

Lisa Rao thank you! Fabulous article and very impressed that this was written by a high schooler! Was very confused over 65, thanks for clarifying.
Like · Reply · Message · November 7, 2016 at 12:30pm

Lynne Noonan Cowperthwaite I'm in!
Like · Reply · Message · November 7, 2016 at 6:58pm

Outreach and Education- Businesses

Public Right of Way Recycling: We are still in the process of designing new signage for the public receptacles. We have noticed many items placed in the wrong bins, and are working to determine the best signage to remedy the problem.

Residential Green Waste

Bring it Home – Compost program: We designed and installed a new permanent banner promoting the “Bring it Home” compost program at the Pavilion parking lot (*see photo*). There were two compost deliveries made by Marin Sanitary Service to the Town during this period, one on September 10, and one on October 14.

Sustainable Fairfax coordinated the October compost pickup to coincide with the Green Infrastructure project in the Pavilion Parking Lot and the Compost Workshop in the Women’s Club. We promoted the delivery on social media, our newsletter, the Good Earth Sustainable Fairfax board, our website and through flyering. We also created and promoted a compost delivery notification signup list through Constant Contact, so that we can notify interested residents by email.



Residential Zero Waste Education

We now have a zero waste intern, Allison Ritter, to help us with our outreach to residents. We have had several planning meetings and are initiating another door-to-door education campaign to check-in with residents to answer questions and determine if they are using the compost bin properly. We scheduled a day to start the door-to-door campaign in December, but was forced to cancel due to weather. We also had to move our Face-to-Face zero waste education downtown from December to January (*see photo*). Additionally, Sustainable Fairfax uses the high traffic Good Earth Sustainable Fairfax community stand to provide educational materials on composting.



Ban on Organics in Curbside Landfill Carts

We attended the Town zero waste committee meeting to discuss a proposed ordinance to ban food waste from curbside landfill carts, and reviewed draft language with the Fairfax Climate Action Committee. The ban is pending based on Fairfax Council review.

Town Events

Streets for People – August 28, 2016

This year Sustainable Fairfax took our waste reduction efforts up two notches. Our goal is to ultimately reach 100% reusable cutlery and dishes. This year we were able to provide enough silverware to serve the whole event. Vendors used compostable materials for other wares (paper or wax coated light cardboard only).



One of our zero waste committee members created signage for each vendor, and set up, bussed and washed all silverware to be used for the next town event. We also promoted re-usable water bottles at the Water Station, and gave away souvenir Fairbucks for those who brought them.

We partnered with Marin Sanitary who set up a booth and staffed the waste station “Eco-Station”. We worked together to insure people understood how to sort resources and keep a clean waste stream in order to capture resources that would otherwise have ended up in the landfill.

Fairfax Town Picnic- September 10, 2016

Sustainable Fairfax set up and staffed the Eco-Station on the Ballfield, educating the public about proper waste sorting. We were able to capture most of the event’s waste with the use of one Eco-station. Compostable Bioplastic (PLA) continues to be one of the greatest challenges to event waste diversion, as the County remains unable to compost these materials.

We have educated organizers of Town events to provide as few receptacles as possible and direct all waste to one Eco-station in order to insure the most effective sorting.



Fairfax Craft Faire- December 10, 2016

The Fairfax Craft Faire, organized in collaboration with Fairfax Recreation, took place on December 10 at the Fairfax Pavilion. This is a model Zero Waste event: we continue to provide re-usable mugs for all food and beverages at the Faire. All cutlery is washable silverware. We designed and posted signage explaining the critical importance of shifting from disposable to reuse. The only waste receptacles in the restrooms (aside from containers for feminine products) are labeled “Paper Towels Only” as they can all go into

the compost bin. This is common practice in many public restrooms in San Francisco. We handled the collection of the landfill, compost and recycling waste at the event and properly disposed each. The Craft Faire continues to be a model countywide for large community Zero Waste events.

Fairfax Festival – Planning for 2017

Our zero waste committee is evaluating the plans for the Fairfax Festival 2017, including tackling the amount of waste generated from disposable cups, and improving signage and layout of eco-stations.

Backyard Composting Workshop – October 15, 2016

Marin Master Gardeners Joan Irwin and Susan Garnett led our second workshop on a rainy day inside the Women’s Club. They talked about the basics of backyard composting and vermiculture, and demonstrated worm tea, and answered questions from participants.



Zero Waste Challenge

The Fairfax Climate Action Committee has discussed partnering with Sustainable Fairfax on a zero waste challenge to educate and inspire residents to properly dispose of food waste in their green curbside carts (or backyard composting) instead of their landfill carts. We have not implemented an ongoing challenge one as this time. However, we did create a zero waste challenge at Streets for People and arranged for free compost containers to be provided by Marin Sanitary for those who pledged to limit landfill waste by composting specific items. We will continue to evaluate the best way to create a “challenge” for residents to reduce their food waste.

Budget: In 2016, our expenses totaled \$17,082.60. The approved budget for this period was \$19,850. We did not spend \$2,767 of the approved funds due to the following factors:

- **Marketing:** We incurred \$342 of the \$400 budget for marketing.
 - Funds required for social media promotion were less than expected.
- **Materials:** We incurred \$580 of the \$1750 budget for materials.
 - Our printing expenses were less than anticipated, since we have relied heavily on electronic communications and re-usable signage for promotions and Marin Sanitary’s materials for our handouts.
 - The 2016 budget allotted funds for Take Back Day banners. However, these were paid for by Marin Sanitary Service.
 - We did not spend any funds on a zero waste meter or zero waste challenge during this period.
- **Project Management:** We incurred \$15,050 of the \$16,260 budget for the project management.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfax, California, as of _____, 2017, by and between the Town of Fairfax, a municipal corporation (the "TOWN") and Sustainable Fairfax, a non-profit corporation ("CONSULTANT"), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the TOWN 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. TOWN 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 TOWN 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.

Town of Fairfax, a municipal corporation

By: _____

CONSULTANT

By: _____

EXHIBIT "A"

SCOPE OF SERVICES

To implement the mandates of the Zero Waste grant and provide public education and outreach services for the Mandatory Commercial Recycling ordinance per the attached scope of work. The CONSULTANT shall be authorized to perform the scope of work for the January 1, 2017 to December 31, 2017 period.

If there are any inconsistencies between CONSULTANT's proposal and this Agreement, the provisions of this Agreement shall control.



Sustainable Fairfax 2017
Description and Scope of Services

Consultant shall implement the Marin County Solid and Hazardous Waste Management Joint Powers Authority Zero Waste Grant as submitted by the Town of Fairfax and include the following:

- A. Continue outreach and education on mandatory commercial recycling for licensed businesses and multifamily complexes of 4 or more units (Ordinance 772), and commercial composting services available including the new "Food to Energy" program.
 - a. Coordinate with Marin Sanitary Service (MSS) to assure that the terms of the franchise contract are being adhered to and MSS services are provided and utilized to the fullest.
 - b. Connect with local apartment managers and residents, and support them in implementing mandated recycling systems. Provide education about the green waste program.
 - c. Facilitate contact between local commercial businesses and MSS to set up training and implement recycling and composting services.
 - d. Promote Food To Energy (F2E) and be available to support businesses as issues and questions arise.

- B. Residential Green Waste
 - a. Utilize Sustainable Fairfax volunteers to attend and staff local events to provide information and educational materials on backyard composting and proper use of the MSS green curbside bins.
 - b. Conduct door-to-door residential green waste outreach with high school interns.
 - c. Set up zero waste education stations in downtown Fairfax and staff with volunteers and student interns.
 - d. Coordinate compost deliveries from MSS to the Pavilion parking lot pursuant to the terms of the franchise contract.
 - e. Utilize Fairfax Zero Waste by 2020 Facebook page, online blogs and other social media to promote food waste diversion from landfill. Highlight Youth Blogs on the home page of the Sustainable Fairfax website.
 - f. Create Fairfax Challenge to encourage residents to decrease curbside cart size. Use meter in partnership with Fairfax Climate Action Committee to show progress as a Town.
 - g. Organize a film and speaker night featuring a film re: food waste at the Women's Club. This event will offer information and resources on how to decrease landfill waste.

- C. White Hill Pilot Program
 - a. Provide ongoing support to White Hill green team student and teachers throughout the year to ensure program success.

- D. Outreach, education and promotion/staffing at DEA sponsored prescription drug take back days on safe disposal of pharmaceuticals as pertains to the environmental and social crisis that exists as a result of improper disposal.
 - a. Provide information about Marin County's newly adopted Extended Producer Responsibility legislation.

- E. Take Back Day
 - a. As stipulated in the resource recovery contract between MSS and the Town of Fairfax, we will host a one-day event with MSS, promoting resource recovery services offered by MSS. This is an opportunity to provide education to the community about zero waste initiatives, as well as offer free paper shredding, battery take-back, e-waste recycling and prescription drug take back locations.

- F. Coordinate with the Town, the Fairfax Festival Committee, CCNB and MSS to ensure the best possible diversion of materials from landfill at the Fairfax Festival. Research and implement the use of best practices as pertains to cups, cutlery and plates.
 - a. Coordinate zero waste resource recovery stations at special Town events such as the Fairfax Town Picnic and Fairfax Streets for People.

- G. Conduct two backyard composting workshops in 2016 for local residents.

- H. Work with Fairfax Climate Action Committee to create a Town of Fairfax zero waste challenge and establish a zero waste "meter" to inspire residents to take steps to reduce their landfill waste, *ie* reducing landfill cart size.

- I. Zero Waste Volunteers
 - a. Develop and maintain a volunteer base to work on zero waste initiatives.

Proposed Draft Budget

Draft Budget for Scope of Services agreement between Consultant and Town of Fairfax under the Marin County Solid and Hazardous Waste Management Joint Powers Authority Zero Waste Grant.

Proposed six-month budget (January 1, 2017-June 30, 2017)

Project Manager Stipend	325 hours (over 25 weeks)	\$8,125
Film expenses	--Film license for Clean Bin Project screening (\$100) --Speaker stipend for Clean Bin Project film screening (\$150) --Refreshments for Clean Bin Project film screening (\$50)	\$300
Materials	--Printed materials for education at events --Pamphlets and bookmarks for outreach --Materials for interactive zero waste education --Materials for signage at events --Materials for Zero Waste Meter / Zero Waste Challenge	\$400
Marketing	--Social media (ie Facebook ads and promotions) --Printed flyers and promotional materials	\$300
10 % Overhead		\$725
		\$9,850

Proposed six-month budget (July 1, 2017-December 31, 2017)

Project Manager Stipend	325 hours (over 25 weeks)	\$8,125
Materials	--Printed materials for education at events --Pamphlets and bookmarks for outreach --Materials for interactive zero waste education --Materials for beautifying new public recycling stations --Materials for Zero Waste Meter / Zero	\$400

	Waste Challenge	
Marketing	--Social media (ie Facebook ads and promotions) --Printed flyers and promotional materials	\$300
10 % Overhead		\$725
		\$9,550

Total funds required are **\$19,400**. Funds will be distributed on a monthly or quarterly cycle as needs arise and costs are fixed. Remaining funds can be applied to the next year contract.

EXHIBIT "B"

PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall not exceed \$19,400 which shall be paid on a time and materials basis, as specified in the attached Scope of Work.

Other fees, costs, expenses, and rates as described in the PROPOSAL (Exhibit A). In the event of any inconsistency between the terms of this Exhibit "B" and the PROPOSAL, the terms of this Exhibit "B" shall control.

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the Town of Fairfax, Attention: Town Manager 142 Bolinas Road, Fairfax, CA 94930 for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the TOWN and CONSULTANT, and shall be billed on a time and materials basis to the Town of Fairfax, Attention: Town Manager 142 Bolinas Road, Fairfax, CA 94930

EXHIBIT "C"

GENERAL PROVISIONS

- 1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of TOWN. TOWN shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, TOWN 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 TOWN 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 TOWN 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 CONSULTANT's 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.
- 4) CONSULTANT NOT AN AGENT. Except as TOWN may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of TOWN in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied pursuant to this Agreement, to bind TOWN 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 TOWN, 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 TOWN of the desire of TOWN 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 its profession. All products which CONSULTANT delivers to TOWN 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. TOWN 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 TOWN 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 TOWN.

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

10) INDEMNIFY AND HOLD HARMLESS.

a) If this AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the TOWN, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT except where caused by the active negligence, sole negligence, or willful misconduct of the TOWN.

b) If this AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2752.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the TOWN, 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 TOWN, its officers, agents, employees or volunteers.

c) 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.

d) 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 TOWN shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the TOWN if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The TOWN desires, wherever possible, to hire qualified local residents to work on Town projects. Local resident is defined as a person who resides in Marin County. The TOWN encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

13) FEDERAL REQUIREMENTS. If federal funds are involved in this Agreement, CONSULTANT shall comply with the federal requirements.. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

14) 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 TOWN or any TOWN official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any TOWN decision beyond these conclusions, advice, recommendation, or counsel.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 - any auto) with minimum limits of \$300,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance

2) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the TOWN. At the option of the TOWN, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the TOWN, 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 TOWN, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; 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 TOWN, 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 TOWN, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the TOWN, its officers, officials, employee 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 TOWN, 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 TOWN.
- (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 TOWN.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the TOWN 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 TOWN or on forms equivalent to CG 20 10 11 85 subject to TOWN approval. All insurance certificates and endorsements are to be received and approved by the TOWN before work commences. At the request of the TOWN, 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.