

**PROFESSIONAL SERVICES AGREEMENT FOR  
ENGINEERING SERVICES TO ASSIST IN NEGOTIATIONS**

This Professional Services Agreement ("Agreement") is made and entered into this 16 day of January by and between the Los Altos Hills County Fire District, ("District") and EKI Environment and Water (formerly known as Erler & Kalinowski, Inc.) ("Consultant") (collectively, "Parties").

**RECITALS**

A. The District desires to retain the professional services of Consultant as an independent contractor to provide engineering services to the District, as described in more detail in Exhibit 1. Consultant will work with the District to assist in negotiations with Purissima Hills Water District and Cal Water on water flow improvement projects.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. **SCOPE AND LEVEL OF SERVICES.** The nature, scope and level of the specific services to be performed by Consultant are as set forth in detail in Exhibit 1 attached hereto.

2. **TIME OF PERFORMANCE.** The services shall be performed on a timely, regular basis in accordance with the Proposed Schedule outlined in Exhibit 1.

3. **STANDARD OF PERFORMANCE.** As a material inducement to the District to enter into this Agreement, Consultant hereby represents and warrants that it has the qualifications and experience necessary to undertake the services to be provided pursuant to this Agreement. Consultant agrees to use that degree of care and skill ordinarily exercised in the same location and under similar circumstances by members of Consultant's profession ("Standard of Care"). Consultant will provide its services in a manner reasonably satisfactory to the District. Consultant hereby covenants that it shall follow professional standards in performing all services required hereunder and will perform the services in accordance with the Standard of Care. If Consultant requests, and District approves use of any subcontractors, Consultant shall be solely responsible for ensuring that the subcontractors meet the work standards and insurance requirements required of Consultant under this Agreement.

4. **COMPLIANCE WITH LAW.** All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the District, and any federal, state or local governmental agency having jurisdiction in effect at the time the service is rendered. Such compliance with the law shall include, but not be

limited to, compliance with any and all applicable prevailing wage regulations and Department of Industrial Relations concerning registration of subcontractors.

5. TERM. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been satisfactorily completed by Consultant, unless earlier terminated pursuant to Section 17, below.

6. COMPENSATION. The District agrees to compensate Consultant based on time and materials billing as set forth in Exhibit 1 in an amount not to exceed the total amount of Twenty-Five Thousand Dollars (\$25,000).

7. METHOD OF PAYMENT. Consultant shall invoice the District for work performed monthly. Payments to Consultant by District shall be made within forty-five (45) days of its submittal of invoice for all work that is satisfactorily performed. In no event shall the Consultant be paid more than Twenty-Five Thousand Dollars (\$25,000) for work performed under this Agreement.

8. REPRESENTATIVE. Stephen Tarantino, P.E. is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of Stephen Tarantino, P.E. was a substantial inducement for District to enter into this Agreement. Therefore, Stephen Tarantino, P.E. shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The representative may not be changed by Consultant without the express written approval of the District.

9. INDEPENDENT CONTRACTOR. Consultant is, and shall at all times remain as to the District, a wholly independent contractor and not an agent or employee of District. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, nor shall Consultant receive holiday pay, sick leave, administrative leave, or pay for any other time not actually worked. The intention of the parties is that Consultant shall not be eligible for benefits and shall receive no compensation from the District except as expressly set forth in this Agreement. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise act on behalf of the District as an agent. Neither the District, nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall at no time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the District. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the District harmless from any and all taxes, assessments, penalties, and interest asserted against the District by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the worker's compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the District harmless from any failure of Consultant to comply with applicable worker's compensation laws. The District shall not have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to District from Consultant as a result of

Consultant's failure to promptly pay the District any reimbursement or indemnification arising under this Section.

10. CONFIDENTIALITY. Consultant, in the course of its duties, may have access to financial, accounting, statistical and personal data of private individuals and employees of the District. Consultant covenants that all data, documents, discussion, or other information developed and received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the District. The District shall grant such authorization if disclosure is required by law. Upon request, all District data shall be returned to the District upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement. Notwithstanding the foregoing, the Consultant shall have the right to retain one archival copy of any data or documents it uses or relies upon in providing its services.

11. OWNERSHIP OF MATERIAL. All reports, documents, or other written materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant in the performance of this Agreement (collectively "Data") shall, upon payment of all amounts owed under this agreement, become the property of the District. The District acknowledges that the Data prepared by Consultant shall be used only for the proposed fire flow improvements projects.

12. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the District.

13. ASSIGNABILITY; SUBCONTRACTING. The Parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of the District, and any attempt by Consultant to do so shall be void and of no effect and a breach of this Agreement. The District shall not assign or transfer this Agreement without the prior written consent of Consultant.

#### 14. INDEMNIFICATION.

14.1 To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by the District) and hold harmless the District, and its elective or appointive boards, officers, and employees against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course of work performed under this Agreement but only for the negligent acts or omissions, reckless or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of such services shall not operate as a waiver of such right of indemnification.

14.2 With regard to Consultant's professional services, Consultant agrees to use that degree of care and skill ordinarily exercised under similar circumstances by members of Consultant's profession, including without limitation adherence to all applicable safety standards. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the District, and its elective or appointive boards, officers, and employees from and against all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or Consultant's officers, employees, agents or subcontractors. The provisions of this Section survive completion of the services or the termination of this Agreement. The acceptance of said services and duties by District shall not operate as a waiver of such right of indemnification.

14.3 Notwithstanding anything to the contrary in Paragraph 14.2, the Consultant shall have no duty to hire counsel to defend any indemnified individual person or entity, but at the time of any settlement or adjudication of a claim or matter, the Consultant shall pay as damages all reasonable attorney's fees and costs incurred by any indemnified person or entity to the extent arising from the negligence or willful misconduct of the Consultant or anyone for whom Consultant is liable. In the event one or more of the defendants is unable to pay its share of defense cost due to bankruptcy or dissolution of the business the design professional shall meet and confer with the other parties regarding unpaid defense costs.

14.4 The District does not and shall not waive any rights that they may possess against Consultant because of the acceptance by the District or the deposit with the District of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. INSURANCE REQUIREMENTS. Consultant agrees to have and maintain the policies set forth in Exhibit 2 entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District's Attorney as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District's

Attorney. Consultant agrees to provide District with a copy of said policies, certificates, and/or endorsements before work commences under this Agreement. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

16. SUSPENSION. The District may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the District, or for work stoppages beyond the control of the District or the Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of work does not void this Agreement. In the event that work is suspended for a period exceeding one hundred twenty (120) days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

#### 17. TERMINATION.

17.1 This Agreement may be terminated by either the District or Consultant following seven (7) days written notice of intention to terminate. In the event the Agreement is terminated, Consultant shall be paid for any services properly performed and authorized to the last working day the Agreement is in effect and Consultant shall not be entitled to any other compensation. Consultant shall substantiate the final cost of services by an itemized, written statement submitted to the District. The District's right of termination shall be in addition to all other remedies available under law to the District.

17.2 In the event of termination, Consultant shall deliver to the District copies of all reports, documents, and other work prepared by Consultant under this Agreement, if any. If Consultant's written work is stored electronically, Consultant shall, in addition to providing a written copy of the information shall provide the District with the electronic files. District shall not pay Consultant for services performed by Consultant through the last working day the Agreement is in effect unless and until Consultant has delivered the above described items to the District.

18. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, supplies, materials, or equipment provided to District for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Consultant understands that the Public Records Act may apply to documents created under this Agreement and Consultant covenants and agrees to assist District in responding to Public Record Act Requests at no additional cost to District. Consultant agrees that the Consultant's covenants under this Section shall survive the termination of this Agreement.

19. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. Waiver by either party of any breach or violation of any one or more terms or conditions of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Acceptance by the District of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement. In no event shall the

District's making of any payment to Consultant constitute or be construed as a waiver by the District of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the District shall in no way impair or prejudice any right or remedy available to the District with regard to such breach or default.

20. NOTICES. Any notices, bills, invoices, reports or other communications required or permitted to be given under this Agreement shall be given in writing by personal delivery, by facsimile transmission with verification of receipt or by U.S. mail, postage prepaid, and return receipt requested, addressed to the respective parties as follows:

To District: President

Los Altos Hills County Fire District  
P.O. Box 1766  
Los Altos, CA 94023-1766

To Consultant:

EKI Environment & Water  
577 Airport Blvd., Suite 500  
Burlingame, CA 94010

Notice shall be deemed communicated on the earlier of actual receipt or forty-eight (48) hours after deposit in the U.S. mail, the date of delivery shown on deliverer's receipt, or by acknowledgment of facsimile transmission.

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Consultant will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

22. ATTORNEYS' FEES; VENUE. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be Santa Clara County.

23. COOPERATION. In the event any claim or action is brought against the District relating to Consultant's performance or services under this Agreement, Consultant shall render any reasonable assistance and cooperation which District might require.

24. EXHIBITS. PRECEDENCE. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement.

25. PRIOR AGREEMENTS AND AMENDMENTS; ENTIRE AGREEMENT. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the District and Consultant. This

Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder, except that this Agreement shall not alter or affect the Agreement for Professional Services between Consultant and the District dated July 25, 2017 and any subsequent amendment thereto. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. Any amendment relating to compensation for Consultant shall be for only a not-to-exceed sum.

26. COST ESTIMATES: Any statements of estimated construction costs or future operation and maintenance costs furnished by Consultant represent the Consultant's judgment as a design professional. However, neither District nor Consultant has control over the fluctuations in construction costs, a contractor's methods of determining bid prices, market and bidding conditions, and other factors. Accordingly, Consultant does not guarantee or warrant that the bids or negotiated prices will not vary from any estimated costs provided by Consultant or from Client's budget for the project.

27. DISTRICT'S OBLIGATIONS.

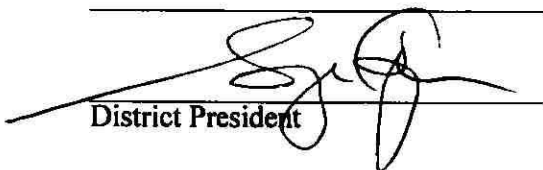
27.1 The Consultant will be entitled to rely on the accuracy and completeness of services and information furnished by the District or any of District's Consultants.

27.2 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either District or Consultant. Consultant's Services hereunder are being performed solely for the benefit of District.

**IN WITNESS WHEREOF**, the District and Consultant have executed this Agreement effective as of the date written above.

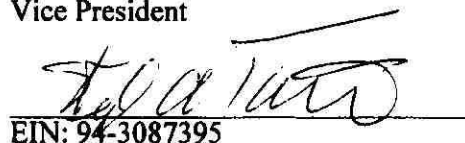
**DISTRICT:**

By: George Tyson, District President

  
District President

**CONSULTANT:**

By: Stephen A. Tarantino, P.E.  
Vice President

  
EIN: 94-3087395

**ATTEST:**

  
District Secretary

January 3, 2018

Mark Warren  
Commissioner  
Los Altos Hills County Fire District  
P.O. Box 1766  
Los Altos, CA 94023-1766

**Subject:** Budget Augmentation for As Needed Services  
Los Altos Hills County Fire District Water Infrastructure/Fire Flow Improvement  
Management Services  
(EKI B70079.00)

Dear Mr. Warren:

EKI is pleased to present this proposal for providing engineering services as requested by the Los Altos Hills County Fire District ("LAHCFD" or "District") for assistance with negotiations or other discussion with Purissima Hills Water District ("PHWD") and California Water Service Company – Los Altos District ("Cal Water").

## **BACKGROUND**

EKI evaluated proposals from Cal Water and Purissima Hills Water District for capital improvement projects to improve fire flow availability in the District from the two water agencies located within its boundaries, Purissima Hills Water District ("PHWD") on the west side and California Water Service Company – Los Altos District ("Cal Water") on the east side.

EKI's primary evaluation criterion was the quantity of fire flow available up to the goal of 1250 gpm while maintaining a minimum residual pressure of 20 psi. EKI's second evaluation criteria was the proximity of houses to the open space of the Foothills Preserve running along the southern and southwestern border of LAHCFD.

Using these two, EKI prioritized implementation of proposed Capital Improvement Projects (CIPs) to improve fire flows, investigations of fire flows in areas lacking fire flow information, and development of future CIP proposals to improve fire flows in other low fire flow areas in LAHCFD. Priorities were assigned to various alternatives from one being highest priority to five being lowest priority.

EKI also presented two approaches to financial negotiations with the two water suppliers: One approach is to "go-it-alone" independent philosophy, in which LAHCFD would pay the complete costs of specific sections of pipe replacement that LAHCFD deems results in the greatest increase in public safety based on how many hydrant fire flows are improved by the contemplated CIP.

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The second cost sharing approach considers that the District's objective is to have 1250 gpm fire flows available by increasing pipe diameters, whereas the water provider's (PHWD and Cal Water) objective is to provide reliable water service by replacing aged or brittle pipes, irrespective of pipe diameters. Therefore, the water supplier can pay the cost of replacing the pipe at the same diameter, and the District can pay the incremental cost between the cost of upsizing the pipe and the cost of replacing a pipe at the same diameter.

The District has requested that EKI be available to assist with discussion/negotiations with each of the two water providers. To that end the District has requested that EKI provide a proposal and Schedule of Charges for providing consulting Engineering Services on an "as needed" basis.

#### **PROPOSED SCOPE OF WORK**

EKI's proposed scope of work will consist of the following task.

##### **Task 1 – General Consulting Services**

As requested by the District, EKI will provide engineering services to assist the District in its negotiations with the PHWD and/or Cal Water regarding the funding, design, and construction of improvements to their distribution systems that will result in the District getting the most for its investment.

This task can include participation in telephone calls, attending meetings, preparing reports and other documents related to the negotiations, review of plans and specifications prepared by the PHWD or Cal Water engineers and consultants, observation of the construction, review of payment requests from the construction, evaluating of change orders submitted by the construction contractor or any other engineering tasks the District requests.

#### **SCHEDULE**

EKI will begin work upon receiving authorization from the District.

#### **COMPENSATION**

We propose that compensation for consulting services by EKI will be on a time and expense reimbursement basis in accordance with our current Schedule of Charges (modified to reflect a 5% discount), dated 5 June 2017. On the basis of the Scope of Work described above, we propose a budget of \$25,000.

#### **TERMS AND CONDITIONS**

Other than the scope of work and budget included in its proposal all other terms and conditions of our July 25, 2017 Agreement shall remain in effect.

Letter to Mr. Warren  
January 3, 2018  
Page 3 of 3



We are pleased to have the opportunity to continue to work with the Los Altos Hills County Fire District. Please call us at (650) 292-9100 if you have any questions or wish to discuss these matters in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.

A handwritten signature in black ink that reads 'Stephen A. Tarantino'. The signature is written in a cursive, flowing style.

Stephen A. Tarantino, P.E.  
Vice President

**Client/Address: Los Altos Hills County Fire District**  
Mark Warren  
PO Box 1766  
Los Altos, CA 94023



**Proposal/Agreement Date: 3 January 2018**

**EKI Project B70079.00**

MODIFIED

**SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC. <sup>1</sup>** **5 June 2017**

<u>Personnel Classification</u>	<u>Hourly Rate 5% Discounted</u>	
Officer and Chief Engineer-Scientist	275	261
Principal Engineer-Scientist	265	252
Supervising Engineer-Scientist	255	242
Senior I, Engineer-Scientist	233	221
Senior II, Engineer-Scientist	217	206
Associate I, Engineer-Scientist	207	197
Associate II, Engineer-Scientist	193	183
Engineer-Scientist, Grade 1	181	172
Engineer-Scientist, Grade 2	171	162
Engineer-Scientist, Grade 3	158	150
Engineer-Scientist, Grade 4	136	129
Engineer-Scientist, Grade 5	119	113
Engineer-Scientist, Grade 6	106	101
Technician	98	93
Senior GIS Analyst	125	119
CADD Operator / GIS Analyst	110	105
Administrative Assistant	97	92
Secretary	80	76

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10 %) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

<sup>1</sup> Formerly known as Erler & Kalinowski, Inc.

## Exhibit 2

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

1. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1.1 Insurance Services Office (ISO) Form No. CG 0001 covering Commercial General Liability on an "occurrence" basis, including products-completed operations, personal injury and advertising injury.

1.2 Insurance Services Office Form (ISO) No. CA 0001 covering Automobile Liability, Code 1 (any auto), or if Consultant has no owned autos Code 8 (hired autos) and Code 9 (non-owned autos).

1.3 Workers' Compensation Insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

2. MINIMUM LIMITS OF INSURANCE. Consultant shall maintain limits no less than:

2.1 Commercial General Liability. (Including products-completed operations, personal & advertising injury) One Million Dollars (\$1,000,000) per occurrence. If Commercial General Liability insurance 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.

2.2 Automobile Liability. One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

2.3 Workers' Compensation and Employer's Liability. Workers' compensation insurance with Statutory Limits as required by the Labor Code of the State of California, and Employer's Liability Insurance with One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to, and approved by, the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4. OTHER INSURANCE PROVISIONS.

4.1 General Liability and Automobile Liability Coverages. The General Liability and Automobile Liability insurance policies required pursuant to Sections 1.1 and 1.2 shall contain or be endorsed contain the following provisions:

4.1.1 The District, its officials, employees, agents, contractors and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by, or on behalf of, the Consultant including materials, parts or equipment furnished in connection with such work or operations, and products and completed operations of the Consultant on premises owned, leased or used by the Consultant. The coverage shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later versions used.

4.1.2 The Consultant's insurance coverage is the primary insurance as respects the District, its officials, employees, agents, contractors, and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, agents, contractors, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.1.3 The Insurance Company agrees to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the District's insurer.

4.1.4 Coverage shall not be canceled by either party, except after thirty (30) days prior written notice (10 days for non-payment) by regular mail has been given to the District.

4.1.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees, agents or contractors.

4.1.6 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.

4.2 Worker's Compensation Insurance. The Worker's Compensation Policy required pursuant to Section 1.3 shall contain or be endorsed to contain the provisions set forth in subsections 4.1.3 and 4.1.4 above.

4.3 Acceptability of Insurers. All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

4.4 Claims Made Policies. If any of the required policies provide claims-made coverage, the District requires that coverage with a Retroactive Date prior to the contract effective date, or extended reporting period, be maintained by Consultant for a period of 5 years after completion of the contract.

5. VERIFICATION OF COVERAGE. Consultant shall furnish the District with original certificates and amendatory endorsements affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Proof of insurance shall be mailed to the following address:

P.O. Box 1766  
Los Altos, CA 94023-1766

6. SUBCONTRACTORS. Consultant shall include all subcontractors as insured under its policies or shall require and verify that all subcontractors maintain insurance meeting all the requirements of this contract.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

RECEIVED

JAN 22 2018

PRODUCER  
Dealey, Renton & Associates  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090 - David C. Eckman

LOS ALTOS HILLS COUNTY  
FIRE DISTRICT

INSURED  
EKI Environment & Water, Inc.  
577 Airport Boulevard, Suite 500  
Burlingame, CA 94010-2023

CONTACT NAME: Doris A. Chambers	
PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
E-MAIL ADDRESS: dchambers@dealeyrenton.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Greenwich Insurance Company	NAIC #: 22322
INSURER B: XL Specialty Ins. Co.	
INSURER C: American Automobile Ins. Co.	21849
INSURER D: Greenwich Insurance Company	22322
INSURER E: Sentinel Insurance Co. LTD	11000
INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GEC000341517	06/16/2017	06/16/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	57UEGAM9746	06/16/2017	06/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	UEC000341717	06/16/2017	06/16/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WZP81040170	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional & Contractor's Pollution Liab.			PEC000341616	06/16/2017	06/16/2018	\$2,000,000 per Claim \$2,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: B70079.00 Los Altos Hills County Fire District. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL

INSURED: The District, its officials, employees, agents, contractors and volunteers. GENERAL LIABILITY insurance primary and non contributory. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers' Compensation. Cancellation provisions are solely as shown on this certificate. Cancellation: 30 Day/10 Day for Non-Payment of Premium.

## CERTIFICATE HOLDER

## CANCELLATION

Los Altos Hills County Fire District  
P.O. Box 1766  
Los Altos, CA 94023-1766

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Dealey, Renton & Associates*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p style="text-align: center;">Los Altos Hills County Fire District P.O. Box 1766 Los Altos, CA 94023-1766</p>	<p>NAME OF PERSON OR ORGANIZATION CONTINUATION: The District, its officials, employees, agents, contractors and volunteers</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Los Altos Hills County Fire District P.O. Box 1766 Los Altos, CA 94023-1766	NAME OF PERSON OR ORGANIZATION CONTINUATION: The District, its officials, employees, agents, contractors and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Insured: EKI Environment & Water, Inc.

Policy Number: WZP81040170

Effective Date: 07/01/2017

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Los Altos Hills County Fire District  
P.O. Box 1766  
Los Altos, CA 94023-1766

Waiver of Subrogation in favor of:- The District, its officials, employees, agents, contractors and volunteers

Countersigned by



Authorized Representative