

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 17 PAGES

AGREEMENT NUMBER A211006364	AMENDMENT NUMBER 7	Purchasing Authority Number GOES-0690
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

City of Fresno

2. The term of this Agreement is:

START DATE

October 1, 2021 or upon approval, whichever is later

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:

\$650,000

Six Hundred Fifty Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. Pursuant to Exhibit A, Statement of Work (SOW); Section 3, Budgeted Amount; Cal OES hereby increases the budgeted amount by \$150,000.00.

Previous contract value: \$500,000.00
New contract value: \$650,000.00

II. Cal OES hereby updates Exhibit A, Statement of Work (SOW), Section 11, Authorized Representatives, and adds Section 12, GenAI Technology Use & Reporting, with changes indicated in red font on the attachment.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Fresno

CONTRACTOR BUSINESS ADDRESS

911 H Street

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING


Billy Alcorn

TITLE

Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE

Signed by:



D4242434CABB4E6...

DATE SIGNED

10/9/2024

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME California Governor's Office of Emergency Services (Cal OES)				
CONTRACTING AGENCY ADDRESS 10391 Peter A McCuen Blvd.		CITY Mather	STATE CA	ZIP 95655
PRINTED NAME OF PERSON SIGNING Eric Swanson		TITLE Deputy Director, Finance & Administration		
CONTRACTING AGENCY AUTHORIZED SIGNATURE DocuSigned by: <i>Eric Swanson</i> 282416AD40C14F5...		DATE SIGNED 10/9/2024		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES		EXEMPTION (If Applicable)		

EXHIBIT A
STATEMENT OF WORK (SOW)

CITY OF FRESNO
REGIONAL HAZARDOUS MATERIALS RESPONSE TRAINING REIMBURSEMENT**1. OBJECTIVE**

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES" requires City of Fresno, hereinafter referred to as "Fire Agency", to govern the reimbursements for the Fire Agency's costs of providing training, exercises, backfilling positions, overtime, and travel costs to allow Fire Agency staff to attend, and successfully complete, hazardous materials and terrorism response training required by Cal OES (identified in Section 6, Part H and I), specifically related to the Regional Hazardous Materials Response (RHMR) Program. Cal OES and the Fire Agency will use the most cost-effective means for providing funding for training, exercises, backfill, overtime, and travel costs. The intent is to provide the Fire Agency reimbursement for the least extraordinary costs incurred to send staff to Cal OES for provided hazardous materials and terrorism response training (e.g., for on-duty staff attending training, Cal OES will reimburse backfill costs; for off-duty staff attending training, Cal OES will reimburse overtime costs of trainees).

The reimbursement will allow the Fire Agency to maintain regular staffing to avoid any degradation of services or reduction in emergency response capabilities to the local Fire Agency community during the training due to the absence of one (1) or more trainees.

The contract includes training dollars for the Fire Agency to attend and complete their certified Hazmat Technician A thru D, Hazmat Specialist F & G, Assistant Safety Officer (ASO), Hazardous Materials Continuing Challenge Workshop, Terrorism for the Hazardous Materials Technician/Specialist, Hazardous Materials Incident Commander (HMIC), Hazardous Materials Refresher, Rail Car, Terrorism / Weapons of Mass Destruction (WMD) courses provided by Federal agencies / Fire agencies, or any mutually agreed upon hazardous materials, terrorism, or other acceptable training/exercise that meets California Specialized Training Institute (CSTI) requirements/standards, or is approved by Cal OES contract manager.

In addition, Cal OES will provide reimbursement for the cost of a portion of the Cal OES sponsored hazardous materials response team members required annual physicals, to include up to \$300 for cardio treadmill examinations, and \$100 for bloodwork which tests for heavy metals, for a total of twenty-five (25) personnel trained to the hazardous materials specialist level annually.

The Fire Agency is approved to add a 3% administrative fee for processing invoices for reimbursement.

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be October 1, 2021, or upon approval, whichever is later, through June 30, 2026.
- B. The Fire Agency shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Fire Agency and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Fire Agency may execute written amendments.

3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed ~~\$500,000.00~~ \$50,000.00 and there is no obligation on Cal OES' part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein. Additionally, there is no obligation on Cal OES's part to utilize the entire amount.

4. PROJECT TASKS AND DELIVERABLES

The Fire Agency must perform project tasks and/or deliverables including, but not limited to, the following:

- A. Cal OES will schedule various (CSTI) hazardous materials and terrorism response courses to maintain sustainability for the Cal OES Type II Haz Mat Response Team.
- B. Cal OES will schedule training and exercise courses to increase response capabilities for Type I responses to WMD emergencies.
- C. The Fire Agency may schedule hazardous materials and terrorism response courses approved by Cal OES. The courses will provide initial training for new team members and continual education for existing personnel to maintain competency and prepare for emergency readiness.
- D. The staff attending the training courses will help assure that the Fire Agency is prepared for response to hazardous materials releases within the State of California.
- E. As such, in order to allow the Fire Agency the ability to maintain its regular staffing and response capabilities necessary to protect the health and safety of their communities, Cal OES will reimburse the Fire Agency for any vacated positions that require backfilling, overtime, or any related travel costs incurred by Fire Agency employees, consistent with the California Fire Assistance Act (CFAA) rates and protocols, for

attending the exercise, for negotiated costs up to the amount contained in Exhibit B-1, Cost Sheet for Personnel Costs.

- F. In order to maximize the training benefit and build response capability statewide, Fire Agency and Cal OES agree that in any class offered under this Agreement, excess training spaces (up to normal class fill) will be open to enrollment for other agencies, at no tuition charge to those agencies or their personnel. Priority is RHMR team hosting the training, RHMR team from another jurisdiction, responders from hosting jurisdiction, and responders from another jurisdiction.
- G. The Fire Agency will ensure that all reimbursable training meets the CSTI requirement/standards or receive pre-approval from Cal OES.
- H. The Fire Agency will ensure that staffing of the Cal OES Type II vehicle meets the California Hazardous Materials Type II and/or Type I response capabilities Response Training requirements and ICS standards established in Title 8, Industrial Relations Section 5192. The list of personnel that the Fire Agency selects for training must be submitted at a minimum of thirty (30) calendar days prior to the start of class for approval by Cal OES Fire and Rescue Division.
- I. The Fire Agency will ensure the reimbursable continual training is successfully completed so that the requisite number of certified Hazardous Materials Specialists will at all times be available to staff and operate the vehicle, including when the vehicle and its staff are activated through the Cal OES Fire and Rescue Mutual Aid System to provide Hazardous Materials Mutual Aid in accordance with the California State Mutual Aid Plan.
- J. Upon such activation by Cal OES Fire and Rescue, the Fire Agency will provide a minimum of five personnel to staff the vehicle that are certified Hazardous Materials Specialists for Type II hazardous materials response, or seven personnel for Type I WMD response (certified as a WMD Specialist), one of whom must be trained to the minimum of Assistant Safety Officer Haz Mat per ICS-HM-222-5, and meeting or having the equivalent to the requirements found in Title 19 CCR 2520(R).

5. ACCEPTANCE OF SERVICES

Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. The approval process is outlined in the Performance Section of this SOW. Acceptance criteria shall consist of the following:

- A. The Fire Agency is responsible for obtaining approval from Cal OES Contract Manager before beginning any services.
- B. The Fire Agency shall meet all timelines and deliverable due dates as described herein.

- C. It shall be Cal OES' sole determination as to whether services have been successfully completed and are acceptable.
- D. The Fire Agency costs related to rework of unacceptable work products shall be costs of the Fire Agency and shall not be billed to Cal OES.
- E. In the event not all Fire Agency staff successfully complete the course, Cal OES reserves the right to reduce the invoice by the number of Fire Agency staff who did not successfully complete the course. The Fire Agency costs related to failure by staff to successfully complete the training shall be costs of the Fire Agency and shall not be billed to Cal OES.
- F. Invoices shall be due and payable, and payment shall be made, only after satisfactory completion of the training and acceptance of the invoices by Cal OES.
- G. Invoices shall be submitted monthly utilizing the RHMR Reimbursement documents, in arrears, identifying staff by name, classification, period of service, and cost per category, as shown on the Exhibit B-1, Cost Worksheet.
 - (a) All training completed between May 1 of the previous fiscal year and April 30 of the current fiscal year shall be submitted utilizing the RHMR Reimbursement documents. Submittals shall be received no later than April 30 of the current fiscal year for the life of the contract.
- H. Payment for the tasks performed under this agreement shall be as stated in Exhibit B-1, Cost Worksheet.
- I. The Fire Agency will provide Cal OES with documentation that all members have completed required training.

6. FIRE AGENCY RESPONSIBILITIES

- A. The Fire Agency shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- B. The Fire Agency shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- C. The Fire Agency shall back-fill positions as required due to Fire Agency staff attending the training provided by Cal OES, using the most cost-effective means.
- D. The Fire Agency shall initially pay any costs associated for any positions that require backfill or for any overtime cost incurred by the Fire Agency employees for attending the training or exercises.

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Agreement No. A211006364-A7

- E. The Fire Agency shall pay civilian personnel, not otherwise covered by the California Fire Assistance Agreement, at the rate and method formally negotiated and agreed upon prior to the exercise, between the Fire Agency and the Civilians rostered for the exercise in those positions.
- F. If a Fire Agency employee is unable to perform due to illness, resignation, or other factors beyond the Fire Agency's control, the Fire Agency shall provide qualified and suitable substitute personnel.
- G. Ensure the 25 members of their Hazmat Type II and/or Type I Team have the following certified trainings:
 - i. Hazardous Materials Technician A (all members)
 - ii. Hazardous Materials Technician B (all members)
 - iii. Hazardous Materials Technician C (all members)
 - iv. Hazardous Materials Technician D (all members)
 - v. Hazardous Materials Specialist F (all members)
 - vi. Hazardous Materials Specialist G (all members)
 - vii. Terrorism for Hazardous Materials Technician / Specialist (or equivalency per Cal OES HM Bulletin #4, the WMD Equivalency course) (all members)
 - viii. Assistant Safety Officer (only required by three (3) members)
- H. Ensure the members of their Hazmat Type II (Type I) Team are receiving continual educational opportunities to maintain competency utilizing the following certified trainings:
 - i. Hazardous Materials Incident Commander
 - ii. Hazardous Materials Refresher
 - iii. Rail Car
 - iv. Hazcat Training
 - v. Hazardous Materials Technical Reference Specialist
 - vi. Hazardous Materials Instructor Certification

- vii. Terrorism for Hazardous Materials Technician / Specialist (or equivalency per Cal OES HM Bulletin #4, the WMD Equivalency course)
- viii. Hazardous Materials Continuing Challenge Workshop
- ix. Cal OES Sponsored Conferences
- x. Hazardous Materials or Terrorism Training with Cal OES Approval
- xi. Hazardous Materials or terrorism exercises with Cal OES Approval

7. CAL OES RESPONSIBILITIES

- A. Cal OES shall designate a person to whom all Fire Agency communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Fire Agency to ensure understanding of the responsibilities of both parties.
- B. Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.

8. PERFORMANCE

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Fire Agency as a result of this SOW. Should the work performed or the products produced by the Fire Agency fail to meet Cal OES' conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- A. Cal OES will notify the Fire Agency of such problems in writing within five (5) business days.
- B. The Fire Agency must respond to Cal OES within five (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Fire Agency plans to mitigate the issue.
 - i. Failure by the Fire Agency to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Fire Agency for all work accepted prior to termination.

- C. Cal OES will, within five (5) business days after receipt of the Fire Agency's corrective action plan, notify the Fire Agency in writing whether it accepts or rejects the plan.
 - i. If Cal OES rejects the corrective action plan, the Fire Agency will submit a revised plan within three (3) business days. Failure by the Fire Agency to respond to Cal OES' notification may result in immediate termination of the Agreement.
- D. Upon receipt of the revised corrective action plan, Cal OES will notify the Fire Agency in writing whether it accepts or rejects the revised plan within three (3) business days.
 - i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.
- E. In the event of Agreement termination, Cal OES shall pay all amounts due to the Fire Agency for all work accepted and rendered prior to termination.

9. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Fire Agency will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

- First level: Larry Collins, Deputy Chief, Fire and Rescue Special Operations
(916) 845-8751
Larry.Collins@CalOES.ca.gov
- Second level: Brian Marshall, Chief, Fire and Rescue
(916) 845-8711
Brian.Marshall@CalOES.ca.gov
- Third level: Kim Zagaris, Response Operations Deputy Director (A)
(916) 845-8720
Kim.Zagaris@CalOES.ca.gov

10. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement subject to 30 days written notice to the Fire Agency. In the event of such termination, Cal OES shall pay all amounts due the Fire Agency for all services rendered and accepted prior to termination. Additional conditions for termination include, but are not limited to, the following:

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Fire Agency.
- B. This Agreement may be suspended or cancelled without notice, at the option of the Fire Agency, if the Fire Agency or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as a result of any action by any governmental authority.
- C. The Fire Agency may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

11. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below. Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives identified below.

For service related inquiries:

The California Governor's Office of Emergency Services		Fire Agency	
NAME:	Contract Manager, Chuck Tobias, Assistant Chief	NAME:	Michael Rangel, Captain HazMat Coordinator
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	ADDRESS:	911 H St. Fresno, CA 93721
PHONE:	(916) 845-8830	PHONE:	(559) 621-4301
EMAIL:	Chuck.tobias@CalOES.ca.gov	EMAIL:	Michael.rangel@fresno.gov

For administrative Agreement inquiries:

The California Governor's Office of Emergency Services	Fire Agency

NAME:	Elijah Price Ines Silva, Contract Analyst	NAME:	Devin McGuire, Battalion Chief
ADDRESS:	3650 Schriever Avenue 10391 Peter A McCuen Blvd. Mather, CA 95655	ADDRESS:	911 H St. Fresno, CA 93721
PHONE:	(916) 845-8186364-4659	PHONE:	(559) 978-3356
EMAIL:	Elijah.price@CalOES.ca.gov Ines.Silva@caloes.ca.gov	EMAIL:	Devin.mcguire@fresno.gov

12. GENAI TECHNOLOGY USE & REPORTING

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted after services are rendered and shall include the following information:
 - A. Agreement No.
 - B. Fire Agency
 - C. Service
 - D. Itemized Cost
 - E. Invoice Date

Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

3. The Fire Agency will be reimbursed for actual incurred travel expenses based on the per diem rates used for State employees; on receipt and approval of an itemized invoice. Travel reimbursement rates and applicable restrictions are identified on the Employee/Travel Reimbursement section of the California Department of Human Resources website:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

Travel reimbursement rates as identified by Cal HR can vary from year to year. Rates for future years will conform to Cal HR rates for the corresponding contract year.

Reimbursement for travel expenses shall not be made for expenses incurred within 50 miles of the Fire Agency's home or headquarters.

4. Submit invoices to:

California Governor's Office of Emergency Services
Accounting Unit
APInvoices@caloes.ca.gov

5. The Fire Agency will be reimbursed for actual incurred travel expenses based on the per diem rates used for State employees; on receipt and approval of an itemized invoice. Travel reimbursement rates and applicable restrictions are identified on the

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Employee/Travel Reimbursement section of the California Department of Human Resources website:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

Travel reimbursement rates as identified by Cal HR can vary from year to year. Rates for future years will conform to Cal HR rates for the corresponding contract year.

6. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Fire Agency or to furnish any other considerations under this Agreement and the Fire Agency shall not be obligated to perform any provisions of this Agreement.
7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES, or offer an amendment to the Fire Agency to reflect the reduced amount.
8. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
9. The Fire Agency understands that in order to ensure final payment for work performed as part of this agreement, the Cal OES Contract Manager must receive all final closeout invoices no later than April 30, 2024.

**EXHIBIT B-1
 COST SHEET**

The Fire Agency shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

ITEM NO.	DESCRIPTION	PRICE
1	Personnel Costs (Training, exercises, Backfill, overtime, travel, lodging, and per diem costs for attending the training)	\$ 500,000 650,000.00
Total Award		\$ 500,000 650,000.00

Fire Agency travel reimbursements, while on approved program business, will be reimbursed based on the policies and rates determined by the California Department of Human Resources (Cal HR) for excluded state employees and Fire Agencies. These rates and policies can be found at:

<http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>.

Above cost to be completed based on the classification levels staff utilized at the Fire Agency.

The Fire Agency will only be reimbursed based on the above costs. No other costs will be reimbursed without prior approval.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) are hereby incorporated by reference and can be accessed by visiting the following links:

Non-IT Services General Terms and Conditions (Rev. 04/2017):

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>

EXHIBIT D
ADDITIONAL PROVISIONS

1. INSURANCE REQUIREMENTS

The Contractor, at its own expense, shall maintain Workers' Compensation Insurance in compliance with California Labor Code, section 3700, and General Liability Insurance, which must include personal injury coverage throughout the term of this Agreement.

The Contractor shall submit original Certificates of Insurance for both Workers' Compensation Insurance and General Liability Insurance and must show "occurrence" coverage. If a syndicate is used, the syndicate's name must be included.

In the case of Workers' Compensation Insurance, a certificate of consent to self-insure issued by the Department of Industrial Relations is also acceptable. Both types of insurance must be issued by an insurer with a minimum Best Classification Rating of B + V, or equivalent as determined and deemed acceptable by the Department of General Services, Office of Risk and Insurance Management.

A. General Provisions Applying to All Policies

- i. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract, and be no less than one (1) year or the remainder of the term of this Agreement, whichever is greater. The new certificate must show the name and address of the insurance company, the policy number, and the beginning and ending dates of the policy.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- iii. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- iv. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

- v. Insurance Carrier Required Rating All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- vii. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- viii. Satisfying an SIR - All insurance policies required by this contract/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- ix. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
- x. Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

B. Insurance Requirements

- i. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.
- ii. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall

cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

- iii. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State. A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.
- iv. Pollution Liability: Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation shall be provided on an MCS-90 form, or its equivalent. Limits of not less than \$1,000,000 per incident, and annual aggregate amount of \$2,000,000 shall be provided. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

C. Other Required Insurance Provisions

Certificate of Insurance must also contain all of the following provisions:

- i. Statement requiring the Insurer to provide written notice to Cal OES thirty (30) calendar days prior to cancelling the Contractor's policy.
- ii. Statement that Cal OES, its officers, agents, servants and employees are included as additional insured on the policy, but only insofar as the services under this Agreement are concerned.
- iii. Statement that neither Cal OES, nor any of its agents, will be responsible for any premium or assessment on said policies.

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- iv. In the event Contractor fails to keep the insurance coverage as herein prescribed in effect at all times during the term of this Agreement, Cal OES may, in addition to any other remedies it may have, terminate this Agreement effective the last day of insurance coverage.
- v. The Contractor shall email the certificate of insurance, **identifying the Agreement number**, to Cal OES at the following email address:

ContractsUnit@caloes.ca.gov
Contract Number A211006364-A7