

## CONTRACT FOR SPECIAL SERVICES

This Contract is entered into between the Sacramento Metropolitan Air Quality Management District (SMAQMD), a public agency of the State of California, and Breathe California of Sacramento-Emigrant Trails (Contractor).

### 1.0 Recitals

- 1.1 Consistent with Section 41014 of the Health and Safety Code of the State of California and the SMAQMD Strategic Plan, the Board of Directors desires to enhance the understanding of the Sacramento area's air quality problem and develop an education program for students and the public regarding the air quality program in Sacramento.
- 1.2 Contractor produces a Clean Air Public Awareness Program (Program) aimed at educating local businesses, schools and the community on air quality issues and has been a leader in air quality education within the Sacramento region for over twenty-five years.
- 1.3 The development and implementation of the Program and other education efforts has given the Contractor unique knowledge, experience, and credibility within the Sacramento region in air quality leadership and education.
- 1.4 Contractor was instrumental in teaming with SMAQMD and the Sacramento Metropolitan Chamber of Commerce to establish the Cleaner Air Partnership, which serves as a national model for aligning disparate interests such as business, regulatory interests and environmental leaders.
- 1.5 SMAQMD wishes to continue public outreach and education efforts, however, the workload of SMAQMD personnel qualified for the work precludes completion of new or additional programs.
- 1.6 The services performed by Contractor under this Contract will serve to promote awareness of air quality issues in Sacramento and the need for local citizens to take effective steps to improve air quality.
- 1.7 The SMAQMD Purchasing Policies and Procedures, page 1-14, authorizes the APCO to award a sole source bid if circumstances exist that require such waiver in the satisfactory interests of the SMAQMD.
- 1.8 The APCO has determined that the SMAQMD's interest are best served by awarding this Contract on a sole source basis because of Contractor's leadership within the Sacramento region in educating the public on air quality and related health issues.

### 2.0 Terms and Conditions

The parties agree to the terms and conditions listed below:

2.1 **Scope of Services:** Contractor will perform the services described in Exhibit A.

2.2 **Payments:** SMAQMD will make the payments outlined in Exhibit B to the Contractor so long as the Contractor is providing the services set forth in Exhibit A.

A. **Invoices:** Payment will be on a reimbursement basis. By the 10<sup>th</sup> of each month, Contractor will submit one original and one duplicate monthly invoice to SMAQMD in a SMAQMD-approved format.

1. The invoice must include a signed verification of monthly tasks worked on or completed in the SMAQMD approved-format.
2. The invoice must also include appropriate documentation for all costs and expenses.
3. Invoices that do not contain the information required under this section are incomplete and will not be paid until complete information is submitted.
4. SMAQMD will authorize payment to Contractor no later than 30 calendar days after receipt of a completed invoice.
5. Contractor must submit the final invoice within 30 days of the Contract termination date.

B. **Invoicing Limitations:** The following restrictions limit SMAQMD's obligation to pay invoices:

1. SMAQMD will reimburse Contractor only for Contractor's approved costs. The Contractor must document these costs through invoices, receipts and other appropriate records. SMAQMD will not, under any circumstances, reimburse Contractor for any commitments made by Contractor for services not yet performed.
2. Contractor is solely responsible for payment to all vendors, subcontractors and consultants used in the performance of this Contract. It is not the intent of SMAQMD and Contractor to create third party beneficiary rights in these entities.
3. In the event Contractor fails to comply with any provision of this Contract, SMAQMD may withhold payment until Contractor has corrected the noncompliance.
4. If this Contract involves media placements, Contractor may not retain commissions on media placements purchased for the benefit of SMAQMD. At the discretion of SMAQMD, the value of any

commissions will be applied toward the purchase of additional SMAQMD media placement or discounted from the total bill. Contractor will be paid an hourly rate for media placement services as provided for in this Contract.

- 2.3 **Contract Term:** The term of this Contract will commence July 1, 2006 and terminate June 30, 2008.
- 2.4 **Applicable Laws/Choice of Law/Venue:** Contractor must observe and comply with all applicable laws and regulations. This Contract is executed in Sacramento County, California and is governed by the laws of the State of California. Any action arising out of this Contract must be filed in a state court or federal court located in Sacramento, California.
- 2.5 **Status of Contractor:** Contractor is an independent contractor, and no relationship of employer-employee exists between SMAQMD and Contractor, or Contractor's employees, subcontractors, or consultants. Accordingly, Contractor, its employees, subcontractors and consultants do not have any of the entitlements of a SMAQMD employee.
- A. **Direction and Control:** Contractor is subject to the control and direction of the APCO regarding the designation of tasks to be performed and the results to be accomplished under this Contract, but not the means, methods, or sequence used by Contractor for accomplishing the tasks and results.
- B. **Direction of Third Parties:** If the Contractor employs any third persons, these persons will be under the exclusive control of Contractor. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring, and discharging will be determined by Contractor.
- C. **Right to Bind:** Neither the Contractor nor its employees, subcontractors or consultants have the right to act on behalf of SMAQMD in any capacity, or to bind SMAQMD to any obligation.
- D. **Taxes:** SMAQMD will not make any deductions or withholdings from the compensation paid to Contractor. Contractor must issue all forms required by federal and state laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.
- 2.6 **Conflict of Interest:** No officer or employee of SMAQMD has any pecuniary interest, direct or indirect, in this Contract or the proceeds of the Contract. No officer or employee of Contractor may serve on SMAQMD's governing body or hold any SMAQMD position that nominates, recommends, supervises or authorizes payment to Contractor.

2.7 **Nondiscrimination:**

A. **Requirements:** Contractor must not discriminate based on:

1. Color, race, creed, national origin, religion, sex, age, or physical or mental handicap in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and its implementing regulations, or in violation of any other state or federal law;
2. Sexual preference as determined by federal, state, or local laws and regulations, except as may be required by federal, state, or local law or regulation.

B. **Prohibited Discrimination:** Prohibited discrimination under this Contract means disparate treatment on the basis of race, color, creed, national origin or sexual preference. Discrimination includes, but is not limited to:

1. Denying persons any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract;
2. Subjecting persons to segregation or separate treatment in any matter related to the receipt of services;
3. Restricting persons in any way from the enjoyment of any advantage or privilege enjoyed by others under this Contract;
4. Treating persons differently from others in determining whether they satisfy any admission, enrollment quota, eligibility, membership, or other requirement that individuals must meet in order to be provided any service or benefit under this Contract;
5. Assigning times or places for the provision of services on the basis of race, color, creed, national origin or sexual preference of the persons to be served.

2.8 **Indemnification:**

A. **Scope:** Contractor will indemnify and defend SMAQMD, its officers, agents, employees and volunteers from any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of Contractor in his/her performance of this Contract. SMAQMD will indemnify and defend Contractor, its board, officers, agents, and employees, from any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of SMAQMD in its performance of this Contract.

B. **Counsel:** Contractor will also use counsel reasonably acceptable to SMAQMD in carrying out its obligations under this section. The provisions of this section will survive the expiration or early termination of this Contract.

- 2.9 **Waiver of Claims:** Contractor waives any claims against SMAQMD, its officers, agents, employees or volunteers from damage or loss caused by:
- A. Any suit or proceeding directly or indirectly attacking the validity of this Contract, or any part of this Contract.
  - B. Any judgement or award: (i) declaring this Contract, or any part of this Contract, either void or voidable, or (ii) delaying the performance of any part of this Contract.
- 2.10 **Insurance:**
- A. **Insurance Requirement:** Contractor will maintain insurance to cover its operations throughout this Contract and any Contract extensions.
    - 1. The insurance must meet the requirements in Exhibit C.
    - 2. Any insurance or self-insurance maintained by SMAQMD will apply in excess of, and not contribute to, insurance maintained by Contractor.
    - 3. Contractor will give SMAQMD 30-days written notice prior to modifying the insurance obtained under this section. SMAQMD may object to the modification within 15 days of receiving the notice. If SMAQMD objects, it may demand the relief specified in paragraph 2.15 (B).
    - 4. This section does not limit Contractor's indemnification obligation in Section 2.8.
  - B. **Involuntary Policy Modifications:** If Contractor's insurer modifies its insurance in any manner that effects the specifications in Exhibit C, Contractor must notify SMAQMD within 48 hours of the modification. SMAQMD may demand that Contractor obtain additional coverage sufficient to comply with the specifications in Exhibit C, or may terminate this Contract as provided in section 2.15 (B).
- 2.11 **Assignments and Subcontracts:** No performance required or payment due under this Contract may be subcontracted, delegated or assigned without the express written consent of the APCO. The sole exception to this restriction is this: if the Contractor submitted the name of a subcontractor in the proposal or application for this Contract, SMAQMD's approval of the Contract is also an approval of the use of the named subcontractor.
- 2.12 **Successors:** This Contract will bind the successors of SMAQMD and Contractor in the same manner as if they were expressly named.
- 2.13 **Alteration:** No alteration or variation of the terms of this Contract is valid unless made in writing and signed by both parties.

2.14 **Recordkeeping:**

- A. **Records:** Contractor will maintain all necessary records, books and accounts to verify that the Contract funds are used only for the purposes stated in this Contract.
- B. **Audits:** SMAQMD may audit all expenditures made by the Contractor under this Contract. Contractor must ensure that SMAQMD staff has access, at all reasonable times, to the documents kept by Contractor in connection with all funds expended under this Contract.
- C. **Duration:** Contractor must maintain these documents for 5 years after the termination of this Contract and any Contract extensions. At the end of the 5 year period, Contractor must either continue to maintain the documents or surrender the documents to SMAQMD – unless the APCO states, in writing, that Contractor may destroy documents.

2.15 **Termination:**

- A. **30-day Notice Termination:** Either SMAQMD or Contractor may terminate this contract for any reason by giving the other party 30-days written notice. If this contract is terminated under this paragraph, SMAQMD may proceed with the work in any manner deemed proper by SMAQMD without recourse by Contractor, its officers, agents, employees or volunteers.
- B. **5-day Notice Termination:** SMAQMD, through its APCO, may terminate this Contract with 5 days written notice if Contractor fails to perform any of the terms and conditions of this Contract in the time and manner specified. If the Contract is terminated under this paragraph, SMAQMD may proceed with the work in any manner deemed proper by SMAQMD without recourse by Contractor, its officers, agents, employees or volunteers.
- C. **Immediate Termination:** SMAQMD, through its APCO, may terminate or amend this Contract without prior notice if advised that funds are not available for this Contract or any portion of this Contract, or if funds are not specifically appropriated for this Contract in SMAQMD's final budget for the term of this Contract and any extensions to the Contract. If SMAQMD terminates or amends this Contract under this paragraph, SMAQMD must serve notice of the action on the Contractor within 2 working days.

2.16 **Disputes:**

- A. **APCO Decision:** Any dispute under this Contract will be settled in a written decision by the APCO. The APCO must mail a copy of the decision to Contractor. Contractor is not excused from performance of this Contract while the APCO's decision is pending.
- B. **Finality of the Decision and Exceptions:** The APCO's decision is final unless Contractor files a written appeal with the SMAQMD Board of Directors within 30 from the date of the APCO's decision. Any appeal must detail the basis of the

appeal and contain copies of all documentation supporting Contractor's position.

- C. **Appeals:** The SMAQMD Board will hear the appeal at a public Board meeting. The Contractor may present testimony and evidence supporting its position at the meeting. Contractor and SMAQMD will perform all duties and obligations in accordance with the APCO's decision pending final Board action. The decision of the Board is a final agency action and may be judicially appealed.
- 2.17 **Waiver of Contract Provisions:** Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or right under this Contract.
- 2.18 **Time:** Time is of the essence in the performance of each of the provisions of this Contract.
- 2.19 **Severability:** If any provision of this Contract is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Contract, and this Contract will be construed and enforced as if such provision had not been included.
- 2.20 **Payments that contravene the law:** SMAQMD has no liability for payments that are found to contravene the law. Contractor will reimburse SMAQMD for any payments made by SMAQMD to Contractor and later determined to contravene federal, state or local laws and regulations.
- 2.21 **Contingency Clause:** This contract is subject to any contingency clauses stated in Exhibit B - Payment Schedule and Terms.
- 2.22 **Special Provisions – Congestion Management and Air Quality (CMAQ) Funds:**
- A. **Applicability:** \_\_\_\_ (SMAQMD staff to initial if CMAQ funds will be used.) This section applies only if the Contractor will receive CMAQ funds. Inclusion of this section is a requirement of the SMAQMD Disadvantaged Business Enterprise (DBE) Program for CMAQ-funded projects.
- B. **Provisions:** If all or some of the funds paid to Contractor are CMAQ funds, the following additional contract terms apply:
- i. **Subcontractor Payments:** The Contractor will pay each subcontractor for satisfactory performance no later than 10 days from the receipt of each payment the Contractor receives from SMAQMD. Any delay or postponement of payment from this time frame may occur only for good cause following written approval of SMAQMD. This paragraph applies to both Disadvantaged Business Enterprises (DBE) and non-DBE subcontractors.
- ii. **Retainage Releases:** The Contractor will release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from this time frame may occur only for good cause following written approval

of SMAQMD. This paragraph applies to both Disadvantaged Business Enterprises (DBE) and non-DBE subcontractors.

- iii. **Nondiscrimination:** The Contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor will carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SMAQMD deems appropriate. If there is a conflict between the provisions of this paragraph and section 2.4, this paragraph will control.

2.23 **Entire Agreement:** This Contract constitutes the entire agreement between SMAQMD and Contractor. Both parties revoke all prior or contemporaneous oral or written agreements between them that are inconsistent with this Contract. In the event of a dispute between the parties regarding the Contract, this Contract will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract. This Contract consists of:

- A. This Contract
- B. Exhibit A – Scope of Services
- C. Exhibit B – Compensation
- D. Exhibit C – Insurance Requirements

2.24 **Communications:** Any communication between the parties that is required under the provisions of this Contract must be in writing, and be either: (i) personally delivered, (ii) sent by prepaid, certified first class mail, return receipt requested, or (iii) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Communications must be addressed to the parties as follows:

**To Contractor**

Jane Hagedorn  
Breathe California of Sacramento-  
Emigrant Trails  
909 12<sup>th</sup> Street  
Sacramento, CA 95814  
Fax: (916) 441-6661

**To SMAQMD**

Larry Greene, APCO  
Sacramento Metropolitan AQMD  
777 12<sup>th</sup> Street, Third Floor  
Sacramento, CA 95814-1908  
Fax: (916) 874-4805

- A. **Change of Address:** Either party may change the address for service by giving 15 days advance written notice to the other party.
- B. **Effective Date:** All notices will be effective upon receipt and will be deemed received: (i) upon delivery, if personally delivered, (ii) on the 5th day following deposit in the mail, if sent by certified mail, or (iii) upon the date stated in the facsimile delivery confirmation, if sent by facsimile.

2.25 **Rights to Contracted Products**

- A. All products prepared by Contractor under this Contract, but not including Contractor's Administrative communications and records, will be delivered to and become the exclusive property of the SMAQMD and may be used by the SMAQMD in any way it may deem appropriate.
- B. The ideas, concepts, know-how or techniques developed during the course of this Contract by Contractor, or jointly by Contractor and the SMAQMD, can be used by either party in any way it may deem appropriate.

2.26 **Contract Manager: Karen Wilson** is the SMAQMD's named Contract Manager for this contract. It is the responsibility of the Contract Manager to: 1) verify compliance with the terms and conditions of the contract, 2) determine that the work has been completed, 3) ensure that funding is available to pay approved invoices, and 4) approve all invoices under the Contract.

2.27 **Authority to Bind:** The persons signing on behalf of the parties to this Contract warrant that they have the legal authority to execute the Contract.

**Executed by:**

Date: \_\_\_\_\_

Sacramento Metropolitan Air  
Quality Management District

\_\_\_\_\_  
Jeff Starsky, Chair  
Board of Directors

Reviewed by:

\_\_\_\_\_  
Kathrine Pittard  
District Counsel

(SEAL)

ATTEST. \_\_\_\_\_

Clerk of the Board  
Sacramento Metropolitan Air  
Quality Management District

Date: \_\_\_\_\_

Breathe California of  
Sacramento-Emigrant Trails

\_\_\_\_\_  
Jane Hagedorn, Director

**Exhibit A Scope of Services  
Breathe California of Sacramento-Emigrant Trails  
Grant Proposal / Clean Air Public Education Program 06-08**

| <b>Program</b>                   | <b>Milestone</b>  | <b>Date</b> | <b>Monthly Report Requirements</b>  | <b>Progress</b> | <b>Task Completed (sign and date)</b> |
|----------------------------------|---|-------------|---|-----------------|---------------------------------------|
| <b>A. Clean Air Education</b>    |   |             |   |                 |                                       |
| <b>Clean Air Awards</b>          | Confirm volunteer Chair   | August      | Include name and affiliation of Chair   |                 |                                       |
|                                  | Develop Clean Air Awards Nomination Form  | December    | Include Copy of Form  |                 |                                       |
|                                  | Solicit nominations for Clean Air Awards  | January     | Include Summary of Outreach Efforts   |                 |                                       |
|                                  | Solicit and secure community leaders for Blue Ribbon Panel to select award recipients   | January     | Provide list of Panel members   |                 |                                       |
|                                  | Prepare nomination packets for Blue Ribbon Panel (Confirm with SMAQMD that nominees don't have outstanding SMAQMD violations) | February    | Provide packet.   |                 |                                       |
|                                  | Host meeting of Blue Ribbon Panel   | March       | Provide list of Recipients & general summary of meeting. (Meals & Incentives to be provided.) |                 |                                       |
|                                  | Notify award recipients and order Clean Air Awards  | March       | Provide copy of receipt for awards order  |                 |                                       |
|                                  | Follow up correspondence to 1) Blue Ribbon Panel 2) Award recipients 3) Nominators and Nominees                               | March       | Provide list of 1, 2 & 3  |                 |                                       |
|                                  | Media outreach on award recipients  | April – May | Provide list of outreach venues, confirm website posting                                      |                 |                                       |
|                                  | Work with Consultants to produce Clean Air Awards Video   | April       | Include copy of video, invoices from consultants  |                 |                                       |
|                                  | Approach local government cable TV stations in region to broadcast Clean Air Awards video throughout the summer smog season.  | June        | Provide list of contacts and status of broadcasts, if known.                                  |                 |                                       |
| <b>Clean Air Awards Luncheon</b> | Confirm location and date for Luncheon  | July        | Include Luncheon information  |                 |                                       |

|                                  |   |                    |   |  |  |
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| <b>Clean Air Awards Luncheon</b> | Recruit volunteer leaders to sit on Luncheon Steering Committee   | August             | Provide list of Steering Committee members  |  |  |
|                                  | Hold Steering Committee meetings, as needed, to develop Luncheon program and discuss details of event   | October - May      | Include list of meeting attendees, topics discussed, copies of receipts for food & incentives |  |  |
|                                  | Recruit sponsors for Luncheon event   | November – January | Provide list of sponsors when known   |  |  |
|                                  | Highlight Luncheon on BCSET website.  | January            | Provide website information.  |  |  |
|                                  | Design, print and distribute Luncheon invitations   | March              | Include list of invitees and copy of invitation.  |  |  |
|                                  | Recruit table sponsors for Luncheon   | March - April      | Include list of table sponsors once known   |  |  |
|                                  | Hold Clean Air Awards Luncheon for approximately 400 guests. Recognize youth and community leaders.   | May                | Include copies of all relevant receipts & invoices, program and number attended.              |  |  |
| <b>Clean Air Media Campaign</b>  | Develop and execute contract with media consultant for Clean Air Month-related activities, Health Effect Task Force studies and health impacts of poor air quality.   | November           | Include a copy of the consultant contract.  |  |  |
|                                  | Develop a general press kit that covers clean air issues/activities of the region.  | November           | Provide a copy of the press kit.  |  |  |
|                                  | <b>Clean Air Month:</b> Contact local media to promote Clean Air Month activities and messages. Coordinate Clean Air Month Media activities with the district where possible.   | April - May        | Provide a summary of media contacts (contacts, dates, etc.)                                   |  |  |
|                                  | Prior to Clean Air Month, contact reporters and editors at all daily newspapers in the region to alert them of the upcoming release and offer alternative story ideas.  | April              |   |  |  |
|                                  | Attempt to set up editorial board meetings with the major newspapers, including The Sacramento Bee, to encourage an editorial on Clean Air Month. Request desk side meetings with news directors at the area TV and radio stations. | April              |   |  |  |
|                                  | Develop general Clean Air Month release, including an easy reference fact sheet.  | April              | Provide a copy of the release.  |  |  |
| <b>Clean Air Media Campaign</b>  | <b>Clean Air Awards:</b> Create a PR plan for Luncheon event, including efforts to have local media cover the event.  | Apr                | Provide a list of media contacted and a summary of those covering the event.                  |  |  |

|                                     |   |                                |   |  |  |
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|                                     | <b>Luncheon Publication:</b> Produce Clean Air publication focusing on award winners, clean air strategies and health effects for distribution at Clean Air Awards Luncheon and bulk mailing to clean air mailing list.   | April                          | Include a copy of the newsletter with the monthly report.   |  |  |
|                                     | <b>Bike Commute Month.</b> Coordinate with SABA on bike commute month activities. Include appropriate releases, messages in Clean Air Month media.  | April                          | Include a copy of the pieces used, media hits on Bike Commute Month.  |  |  |
|                                     | <b>Health Effects Task Force:</b> Work with Task Force to determine best times to promote study findings as completed. Hold desk side briefings with editors and reporters and editorial board meetings as needed. Write press releases and media advisories as needed. As warranted, plan and organize press events on location with Dr. Cahill and BCSET officials to provide broadcast media appropriate visuals.  | As needed                      | Briefing reports, press releases and media advisories.  |  |  |
|                                     | Develop and publish the results of completed studies.   | As necessary                   | Provide a copy of completed research project reports. Provide a list of those receiving published reports.                          |  |  |
|                                     | <b>School Based Studies:</b> Depending on location of the school, determine appropriate media outreach and brainstorm activities and events for the media to cover.   | As needed                      | Include a summary of media events, media coverage.  |  |  |
|                                     | <b>Brown Bag Luncheon Series:</b> conduct media outreach to promote newsworthy speakers/panels and encourage participation at luncheon series.  | As needed                      | Include media announcements, media coverage   |  |  |
|                                     | <b>Earth Day:</b> Promote student involvement in Earth Day activities and arrange for students to be available for media interviews.  | March - April                  | Provide a summary of all events and interviews. (May include food and/or incentives.)   |  |  |
| <b>B. Health Effects Task Force</b> |   |                                |   |  |  |
| <b>Health Effects Task Force</b>    | Hold a minimum of four meetings per year with air quality and public health participants. Use these meetings to highlight current issues related to health impacts of air pollution.  | Four to five meetings per year | Provide a list of meeting attendees, topics discussed, actions taken..  |  |  |
| <b>Health Effects Task Force</b>    | <b>Ongoing Studies:</b> continue to monitor and support studies already underway. e.g. Arden Middle School, study on elderly. The Arden Middle School project will be compiled into a final report, scheduled for 2006-07, with recommendations for better protection from air pollution. HETF plans to use this report as a model for improvement at similar sites. The epidemiological study on the elderly is long term, its completion not yet defined. | Updates as approp.             | Provide updates, as part of HETF meeting minutes. As studies are completed, they will undergo HETF review before their publication. |  |  |

|                                  |  |                                     |  |  |  |
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|                                  | <u>New Studies</u> : proposals under consideration include a chemical analysis of PM 2.5 and further study on ultrafines at other school sites and/or sites downwind of Watt Avenue, comparison with sites protected by evergreens, etc. New proposals undergo thorough review by HETF members prior to their implementation and are monitored throughout the study process, report production and publication. New studies are dependent of availability of resources and permission of site occupants. | One new study per yr.               | Provide record of contacts re new possible studies. Submit grant proposals under consideration; seek SMAQMD support as appropriate.  |  |  |
|                                  | <u>Collaboration, Outreach</u> : continue to seek opportunities to collaborate on studies with CalEPA/ARB, SMAQMD, other air districts, universities, school districts, local governments and individuals. Arden Middle School Task Force will continue to meet and support improvements at the School site.   | Three-four entities per year        | Record continued support for improvements at Arden Middle School, including coordination with county departments, Tree Foundation, school districts, etc.  |  |  |
|                                  | Review and disseminate information related to ongoing health impact studies. Outreach may include the Cleaner Air Partnership, the Asthma Collaborative, the California Air Resources Board, local air districts and school districts and others in our geographic region.   | Ongoing                             | Provide a list of projects reviewed & monitored, and a list of outreach efforts. Provide record of all outreach when studies released and ongoing record of work with other agencies, including schools and elected officials and others in our geographic area. |  |  |
|                                  | Develop and publish the results of completed studies.  | Study publishing dates              | Provide a copy of completed research project reports. Provide press releases, report of media coverage. Provide a list of those receiving published reports.   |  |  |
| <b>Health Effects Task Force</b> | Incorporate research study findings into BCSET's Clean Air Agenda to keep it up to date.   | As new study findings are published | Support policies identified in the Clean Air Agenda. Provide data in support of revisions as appropriate.  |  |  |

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|  | Advise and oversee the Youth Advisory Board’s High School Air Quality Assessment Project, providing technical assistance as needed.  | Three-four times/year | Provide a copy of appropriate meeting minutes and actions in support of the work of the High School Assessment Project. Provide record of direct technical assistance by HETF volunteers in this work. |  |  |
| <b>C. Youth Programs</b>                           |  |                       |  |  |  |
| <b>School Based Air Quality Assessment Project</b> | Solicit participants for a Youth Advisory Board (YAB) from which a subcommittee will be formed to oversee school assessments.  | September             | Provide number of participants, including school affiliation.  |  |  |
|  | Identify at least one high school where an assessment will occur and secure permission to conduct assessment.  | October               | Include list of participating high schools   |  |  |
|  | YAB / Subcommittee members from chosen high schools recruit volunteers to help conduct assessments.  | November              | Include number of participants, including school affiliation.  |  |  |
|  | The air quality research assessment plan developed in 2005-06 will be edited for changes and additions using the students’ ideas (what worked, what didn’t) from the 2005-06 evaluation. The research plan includes, but is not limited to, identifying school location relative to streets/arterials, traffic on adjacent roads, transit usage, biking/walking accessibility, vehicles on campus, idling buses/cars, etc. A special section will include information on air quality issues and studies for students’ use and general knowledge. | October               | Provide number of participants and results of “as needed” meetings, as well as copies of receipts for expenses.  |  |  |
|  | The 2006-07 assessment plans will be edited in three stages: a. Key staff will assess students’ needs and wants from the 2006-07 project evaluation to determine updates for the 2005-06 assessment plan. Changes and updates will be made to assessment plan by staff. b. Key HETF members will review draft plan and offer suggestions for final assessment plan. c. Key staff and Youth Committee will meet to discuss and finalize assessment plan.  |                       |  |  |  |
| <b>School Based Air Quality Assessment Project</b> | Provide training for assessment teams  | November - April      | Include number of attendees, including school affiliation, and topics covered.   |  |  |

|                                      |   |                  |   |  |  |
|--------------------------------------|---|------------------|---|--|--|
|                                      | Conduct assessments of at least one high school.  | December – March | Include number of participants, including school affiliation, and a summary of activities.                  |  |  |
|                                      | Compile summary of findings and submit report to Health Effects Task Force for their review.  | March            | Provide a copy of assessment results.   |  |  |
|                                      | Youth approach school administrators and other leaders and advocate for changes at school sites to lessen air quality exposure.   | April - June     | Include number of participants, including school affiliation, and a summary of meetings.                    |  |  |
|                                      | Evaluate project and recommend changes for future years.  | May – June       | Provide number of participants, including school affiliation, and summary of meeting.                       |  |  |
| <b>Project Evaluation</b>            | Promote results of project on BCSET website and present a summary of the work in the Clean Air Luncheon Newsletter.   | May              | Provide a copy of webpage and newsletter article.   |  |  |
|                                      | Develop evaluation plan to measure school officials’ aptitude of utilizing students’ mitigation suggestions and knowledge of basic clean air principles.  | November         | Evaluation Form   |  |  |
|                                      | Train student team leaders participating in the 2005-06 projects to utilize evaluation plan.  | December         | Summary of training   |  |  |
|                                      | At least one student team leader, from one school participating in the 2005-06 AQ Project will conduct evaluation measurement and submit findings report to staff.  | February         | Evaluation Findings Report  |  |  |
|                                      | A cumulative analysis of the 4 year history and effectiveness of the project will be conducted by utilizing evaluation information from available schools, including any follow up questions to school administrators and students. The report will include but is not limited to: number of student and school staff participants, success of collaboration between schools and BCSET, reasons why or why not student suggested mitigations were achieved, next steps /recommendations for effective clean air promotions on high school campuses. | Jun-08           | Report  |  |  |
| <b>Youth Leadership Summit (YLS)</b> | Leadership Summit: A student committee will be formed from the Youth Advisory Board to plan and assist staff in holding the YLS. At this half-day event, participants will evaluate and share assessment findings, develop strategies to invoke change at schools, identify resources to assist in bringing about change, identify key school administrators, PTA leaders, etc, to approach and develop plan for giving schools recognition for taking steps towards improving air quality.   | March - April    | Provide a summary of event and number of participants, including school affiliation, and a list of speakers |  |  |

|                  |   |                 |   |  |  |
|------------------|---|-----------------|---|--|--|
| <b>Earth Day</b> | Form an Earth Day Subcommittee from Youth Advisory Board participants   | August          | Include number of Subcommittee members, including school affiliation.   |  |  |
|                  | Conduct meetings to research Earth Day past events to help structure booth and to compile materials for booth. Booth should include, but is not limited to, promotion of clean air activities (i.e. school based assessment plan), information on air quality issues, how to become a BCSET volunteer. A special drawing or giveaway will be planned to help drive community members to booth. Also a schedule will be developed that will identify those managing the booth on the day of the event. | January – April | Provide number of meeting participants, including school affiliation, a summary of meetings and a list of promotional materials to be used on Earth Day event.  |  |  |
|                  | Promote Earth Day booth on BCSET website.   | March – April   | Include a copy of webpage   |  |  |
|                  | Operate Earth Day booth at CSUS, contingent upon event sponsorship by the Sacramento Earth Day Network.   | April           | Provide number of participants, including school affiliation, estimate of number of promotional materials distributed, and estimate of number of contacts made. |  |  |
|                  | Report on Earth Day Event   | May – June      | Provide a summary of operating the booth and make recommendations for future years.   |  |  |

**D. Subcontracts**

|                          |  |  |  |  |  |
|--------------------------|--|--|--|--|--|
| <b>Promote Bicycling</b> | Contract with the Sacramento Area Bicycle Advocates to aggressively promote bikeable communities in Sacramento County.   |  |  |  |  |
|                          | <b>Project Review.</b> SABA will review and analyze an average of four land use and transportation projects per month. Projects will be jointly selected for review by SABA, WalkSacramento and SMAQMD. SABA may use site visits, maps, aerial photographs, project documents and meetings with project proponents during its analysis. SABA will develop templates for bicycle facilities (including bikeways and bike parking) bicycle connectivity and general traffic conditions that it will use during analysis. SABA will recommend project improvements in letters to project sponsors. Using conditions of approval for completed projects from SMAQMD, SABA will verify conditions are met at 50% of the projects with WalkSacramento verifying the other 50%. |  | Monthly reports of projects reviewed (copies of letters). Verification report listing whether conditions of approval were met on completed projects. |  |  |
| <b>Promote</b>           | Contract with WALKSacramento to aggressively promote the   |  |  |  |  |

|   |   |   |  |  |  |
|---|---|---|--|--|--|
| <b>Walkable Communities</b>             | development of walkable communities in Sacramento.  |   |  |  |  |
|   | In consultation with SMAQMD staff, SABA, and Breathe California, WALKS Sacramento will increase its review and analysis of land use and transportation development projects to identify opportunities to increase walkable and bikeable environments in the Sacramento area.<br>Note: WALKS Sacramento's grant from the Robert Wood Johnson Foundation funds development review in Natomas and partially in Rancho Cordova. This grant will enable WALKS Sacramento to increase reviews of projects in Rancho Cordova and in other areas of Sacramento.   | 2-4 additional project reviews monthly              | Monthly reports of projects reviewed including copies of letters submitted.              |  |  |
|   | Assist the Youth Advisory Board in their high school air quality assessment(s), providing expertise on safe pedestrian facilities and potential funding sources for needed improvements. Get feedback from YAB on School Pedestrian Facilities checklist.   | Ongoing   | Provide a list of meetings with the Youth Advisory Board and materials provided to them. |  |  |
| <b>Volunteer Training and Education</b> | WALKS Sacramento, SABA, and the Partnership for Active Communities will collaborate to train interns and volunteers (as needed) to support the expansion of land use and transportation development project review and analysis. Elements of the training may include: <ul style="list-style-type: none"> <li>• Pedestrian infrastructure design criteria,</li> <li>• Building relationships with key staff;</li> <li>• Deciphering planning documents;</li> <li>• Site inspections and other useful fieldwork; and</li> <li>• Getting to know local design guidelines and policies.</li> </ul> |   | Provide training modules on each organization's website                                  |  |  |
| <b>E. Policy and Implementation</b>     |   |   |  |  |  |
| <b>Clean Air Agenda</b>                 | Continue to advocate and promote the Clean Air Agenda in the Sacramento Region.   |   |  |  |  |
|   | Working with the Policy Committee and key partners, update Breathe California's Clean Air Agenda to incorporate new findings, information, and resources. New emphasis will include incorporating particulate matter information and mitigation strategies as well as sections on what individuals can do.  | By March 07   | Meeting agendas and notes, updated Agenda posted on website                              |  |  |
|   | The Policy Committee will work on a process to determine what good, smart growth plans and policies might look like in light of the Clean Air Agenda and in partnership with SACOG and SMAQMD.  | Bi monthly meetings and subcommittee mtgs as needed | Working list of criteria to be made available; meeting agendas and notes                 |  |  |

|   |  |   |   |  |  |
|---|--|---|---|--|--|
|   | The Sacramento County General Plan update process will be a priority for aligning the Clean Air Agenda and general plan policies. Other general plans throughout Sacramento County will be addressed as needed and upon direction from the Policy Committee.   | Presence at Board workshops, focus groups & community outreach meetings | Meeting notes, attendance lists   |  |  |
|   | Continue education on clean air strategies related to land use, using specific, localized health statistics and how individuals can help solve the problem.  | Ongoing   | Listing of outreach efforts   |  |  |
| <b>Brown Bag Lecture Series</b>           | Host a series of periodic “Brown Bag Lunch Lectures” on topics related to land use and air quality, the health effects of air pollutants, and various components of the Clean Air Agenda. Speakers will be local experts in their field and can result in panel discussions including questions and answers from the audience. The series will be geared towards the general public, anyone is invited to attend, and specific outreach will include our wide array of community partners and attempting to reach at least 1,000 people per Lecture.     | Two annually  | Provide a copy of flyers, handouts, #'s attending. VHS recordings available upon request.   |  |  |
| <b>F. CAP Oversight and Participation</b> |  |   |   |  |  |
| <b>Cleaner Air Partnership</b>            | The services of Valley Vision as Manager of the Cleaner Air Partnership (CAP) are covered under a separate contract with BCSET. The CAP provides an important link to the business community and environmental communities. BCSET participates in all CAP meetings and oversees the Valley Vision contract.  | Ongoing   | Provide summaries of CAP meetings from BCSET perspective.   |  |  |
|   | In addition to overseeing the BCSET/CAP contract, BCSET will represent the public health interest at the CAP meetings (formerly called CAP Steering Committee), CAP Executive Committee, and the task force currently known as the CAP Technical Advisory Committee or CAPTAC (formerly the NOx Log Cabin TF). Participate in outreach activities in the region for air quality initiatives as appropriate. Through the TF continue developing strategies for reduction of ozone precursors and for possible inclusion in the State Implementation Plan. | CAP: four/yr<br>CAP Exec.: monthly mtgs.<br>CAPTAC: 10-12 per year      | Provide summaries of CAP meetings from BCSET perspective, including activities associated with adoption of the SOS policies and ordinances by local jurisdictions, MTP outreach activities and outreach to further educational goals of the Health Effects Task Force and the Clean Air Agenda. |  |  |

**Exhibit B**  
**Payment Schedule and Terms**

1. Contractor must perform and complete all work required under this Contract in a professional manner and in accordance with the professional standards observed by competent practitioners of the profession in which Contractor, its subcontractors or agents are engaged.
2. Contractor shall be paid \$16,562.89 per month for twelve consecutive months commencing July 1, 2006; to cover contracted direct personnel costs plus contracted support/overhead costs.
3. Contractor will be reimbursed each month for actual other costs incurred for which receipts have been submitted. Personnel costs, support/overhead costs and other costs are described further in the fiscal display section of this Exhibit B. At the discretion of SMAQMD, audit(s) of work progress may be performed during the fiscal year; and at a minimum one audit shall be conducted by the Contractor and Contract Manager no later than June 1, 2007. If during the course of auditing the progress of work it is determined that sufficient progress is not being made or that certain tasks will not be completed, subsequent payment(s) will be adjusted accordingly. The maximum amount payable for the fiscal year ending June 30, 2007 will be \$222,732.30.
4. Contractor shall be paid \$16,791.02 per month for twelve consecutive months commencing July 1, 2007; to cover contracted direct personnel costs plus contracted support/overhead costs.
5. Contractor will be reimbursed each month for actual other costs incurred for which receipts have been submitted. Personnel costs, support/overhead costs and other costs are described further in the fiscal display section of this Exhibit B. At the discretion of SMAQMD, audit(s) of work progress may be performed during the fiscal year; and at a minimum one audit shall be conducted by the Contractor and Contract Manager no later than June 1, 2008. If during the course of auditing the progress of work it is determined that sufficient progress is not being made or that certain tasks will not be completed, subsequent payment(s) will be adjusted accordingly. The maximum amount payable for the fiscal year ending June 30, 2008 will be \$225,471.29.
6. Billable expenses and other compensation may be moved between tasks, and tasks may be modified; so long as such changes are consistent with the spirit and intent of the contract. Any such changes will require consultation with the Contract Manager and written authorization from the APCO.
7. Additional terms and conditions include:
  - A. Expenses
    1. Itemization. The SMAQMD requires expenses to be itemized by date incurred, purpose and category.
    2. Detail. Each expense item must be adequately detailed so as to enable the SMAQMD to determine the exact nature, purpose, task and necessity of the expense.
    3. Payment. All routine expenses should be paid directly by the Contractor and billed to the SMAQMD as disbursements. (requests for reimbursement of expenses must include copies of original receipt attached to the bill).
    4. Employee Courier Services – The SMAQMD will pay a maximum fee of \$10 for expenses associated with employee courier services.

Exhibit B  
Compensation  
**Clean Air Public Awareness Program**  
FY 06-07 Budget



|   |    |        | Personnel     | Support/Overhead    | Other Cost       | Task Total       |                   |
|---|----|--------|---------------|---------------------|------------------|------------------|-------------------|
| <b>A. Clean Air Education</b>               |    |        | <b>Yearly</b> | <b>45,865.85</b>    | <b>4,268.29</b>  | <b>39,500.00</b> | <b>89,634.14</b>  |
| <b>Judy Bruguier</b>                        | \$ | 95,296 | <b>0.3</b>    | 28,588.80           |                  |                  |                   |
| <b>Kori Titus</b>                           | \$ | 95,296 | <b>0.1</b>    | 9,529.60            |                  |                  |                   |
| <b>Jenna Schwan</b>                         | \$ | 39,979 | <b>0.1</b>    | 3,997.90            |                  |                  |                   |
| <b>Raquel Lopez</b>                         | \$ | 74,991 | <b>0.05</b>   | 3,749.55            |                  |                  |                   |
| <b>B. Health Effect Task Force</b>          |    |        | <b>Yearly</b> | <b>26,717.65</b>    | <b>1,735.88</b>  | <b>8,000.00</b>  | <b>36,453.53</b>  |
| <b>Judy Bruguier</b>                        | \$ | 95,296 | <b>0.05</b>   | 4,764.80            |                  |                  |                   |
| <b>Betty Turner</b>                         | \$ | 19,000 | <b>1</b>      | 19,000.00           |                  |                  |                   |
| <b>Jennifer Finton</b>                      | \$ | 59,057 | <b>0.05</b>   | 2,952.85            |                  |                  |                   |
| <b>C. Youth Programs</b>                    |    |        | <b>Yearly</b> | <b>\$ 29,426.50</b> | <b>1,535.08</b>  | <b>1,275.00</b>  | <b>32,236.58</b>  |
| <b>Judy Bruguier</b>                        | \$ | 95,296 | <b>0.05</b>   | 4,764.80            |                  |                  |                   |
| <b>Shelley Mitchell</b>                     | \$ | 63,340 | <b>0.2</b>    | 12,668.00           |                  |                  |                   |
| <b>Carolyn Johnson</b>                      | \$ | 39,979 | <b>0.3</b>    | 11,993.70           |                  |                  |                   |
| <b>D. Subcontracts</b>                      |    |        | <b>Yearly</b> | <b>4,764.80</b>     | <b>1,738.24</b>  | <b>30,000.00</b> | <b>36,503.04</b>  |
| <b>Judy Bruguier</b>                        | \$ | 95,296 | <b>0.05</b>   | 4,764.80            |                  |                  |                   |
| <b>E. Policy and Implementation</b>         |    |        | <b>Yearly</b> | <b>16,576.20</b>    | <b>838.81</b>    | <b>200.00</b>    | <b>17,615.01</b>  |
| <b>Judy Bruguier</b>                        | \$ | 95,296 | <b>0.05</b>   | 4,764.80            |                  |                  |                   |
| <b>Jennifer Finton</b>                      | \$ | 59,057 | <b>0.2</b>    | 11,811.40           |                  |                  |                   |
| <b>F. CAP Oversight &amp; Participation</b> |    |        | <b>Yearly</b> | <b>9,800.00</b>     | <b>490.00</b>    |                  | <b>10,290.00</b>  |
| <b>Betty Turner</b>                         | \$ | 9,800  | <b>1</b>      | 9,800.00            |                  |                  |                   |
| <b>All Tasks</b>                            |    |        | <b>Yearly</b> | <b>133,151.00</b>   | <b>10,606.30</b> | <b>78,975.00</b> | <b>222,732.30</b> |



## Clean Air Public Awareness Program

FY 07-08 Budget

|                                  |               |               | Personnel         | Support/Overhead | Other Cost       | Task Total        |
|----------------------------------|---------------|---------------|-------------------|------------------|------------------|-------------------|
| A. Clean Air Education           |               |               | <b>47,012.25</b>  | <b>4,325.61</b>  | <b>39,500.00</b> | <b>90,837.86</b>  |
|                                  | <b>Yearly</b> |               |                   |                  |                  |                   |
| <b>Judy Bruguier</b>             | \$ 97,678     | <b>0.3</b>    | 29,303.40         |                  |                  |                   |
| <b>Kori Titus</b>                | \$ 97,678     | <b>0.1</b>    | 9,767.80          |                  |                  |                   |
| <b>Jenna Schwan</b>              | \$ 40,978     | <b>0.1</b>    | 4,097.80          |                  |                  |                   |
| <b>Raquel Lopez</b>              | \$ 76,865     | <b>0.05</b>   | 3,843.25          |                  |                  |                   |
| B. Health Effect Task Force      |               |               | <b>26,910.60</b>  | <b>1,745.53</b>  | <b>8,000.00</b>  | <b>36,656.13</b>  |
|                                  | <b>Yearly</b> |               |                   |                  |                  |                   |
| <b>Judy Bruguier</b>             | \$ 97,678     | <b>0.05</b>   | 4,883.90          |                  |                  |                   |
| <b>Betty Turner</b>              | \$ 19,000     | <b>1</b>      | 19,000.00         |                  |                  |                   |
| <b>Jennifer Finton</b>           | \$ 60,534     | <b>0.05</b>   | 3,026.70          |                  |                  |                   |
| C. Youth Programs                |               |               | <b>30,162.10</b>  | <b>1,571.86</b>  | <b>1,275.00</b>  | <b>33,008.96</b>  |
|                                  | <b>Yearly</b> | <b>\$</b>     |                   |                  |                  |                   |
| <b>Judy Bruguier</b>             | \$ 97,678     | <b>0.05</b>   | 4,883.90          |                  |                  |                   |
| <b>Shelley Mitchell</b>          | \$ 64,924     | <b>0.2</b>    | 12,984.80         |                  |                  |                   |
| <b>Carolyn Johnson</b>           | \$ 40,978     | <b>0.3</b>    | 12,293.40         |                  |                  |                   |
| D. Subcontracts                  |               |               | <b>4,883.90</b>   | <b>1,744.20</b>  | <b>30,000.00</b> | <b>36,628.10</b>  |
|                                  | <b>Yearly</b> |               |                   |                  |                  |                   |
| <b>Judy Bruguier</b>             | \$ 97,678     | <b>0.05</b>   | 4,883.90          |                  |                  |                   |
| E. Policy and Implementation     |               |               | <b>16,990.70</b>  | <b>859.54</b>    | <b>200.00</b>    | <b>18,050.24</b>  |
|                                  | <b>Yearly</b> |               |                   |                  |                  |                   |
| <b>Judy Bruguier</b>             | \$ 97,678     | <b>0.05</b>   | 4,883.90          |                  |                  |                   |
| <b>Jennifer Finton</b>           | \$ 60,534     | <b>0.2</b>    | 12,106.80         |                  |                  |                   |
| F. CAP Oversight & Participation |               |               | <b>9,800.00</b>   | <b>490.00</b>    |                  | <b>10,290.00</b>  |
|                                  | <b>Yearly</b> |               |                   |                  |                  |                   |
| <b>Betty Turner</b>              | \$ 9,800      | <b>1</b>      | 9,800.00          |                  |                  |                   |
| <b>All Tasks</b>                 |               | <b>Yearly</b> | <b>135,759.55</b> | <b>10,736.73</b> | <b>78,975.00</b> | <b>225,471.28</b> |

Exhibit C  
Insurance Requirements

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries or persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives or employees. SMAQMD shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the SMAQMD's Liability & Property Insurance Office, the insurance provisions in these requirements do not provide adequate protection for SMAQMD and for members of the public, SMAQMD may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. SMAQMD's requirement shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Contractor shall furnish the SMAQMD with certificates evidencing coverage required above. Certified copies of required endorsements must be attached to provided certificates. All certificates are to be received and approved by the SMAQMD before work commences. The SMAQMD reserves the right to require that Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including hired auto and non contractor owned automobile liability.
2. Worker's Compensation insurance as required by the State of California.
3. Employer's Liability Insurance.
4. Errors and omissions liability insurance appropriate to the Contractor's profession.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. 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. Workers' Compensation: Statutory
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions, professional liability: \$500,000 per occurrence and 1,000,000

total aggregate.

**Deductible and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and approved by the SMAQMD. At the option of the SMAQMD, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the SMAQMD, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The SMAQMD, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or premises owned, occupied, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the SMAQMD, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the SMAQMD, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the SMAQMD, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the SMAQMD, its officers, official, employees, agents or volunteers.
4. The Contractor'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.
5. Each insurance policy required by this claim 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 SMAQMD.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The SMAQMD may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of District Counsel, the interests of the SMAQMD and the general public are adequately protected.