

**CITY OF WEST COVINA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
TRANSTECH ENGINEERS, INC.  
FOR  
HEALTH DEPARTMENT SERVICES**

THIS AGREEMENT is made and entered into as of the 4th day of May, 2021 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and TRANSTECH ENGINEERS, INC., a California corporation ("Consultant").

**WITNESSETH :**

A. WHEREAS, on March 16, 2020, the City Manager declared a local emergency due to the coronavirus (COVID-19) pandemic. The local emergency remains in effect; and

B. WHEREAS, the Los Angeles County Department of Public Health ("County") has historically provided public health services to the City of West Covina; and

C. WHEREAS, the COVID-19 pandemic created a regulatory compliance crisis for West Covina's local businesses, especially in the vital food service sector. The community, restaurants, grocers and other essential food providers requested and required information and compliance assistance that was not available from the County as they tried to meet the needs of more than ten million residents with little capacity to address the needs of the West Covina community. In order to fill this void, the City is initiating establishment of a City Health Department to ensure protection of public health through this pandemic and preparing for future needs as they may occur. The City anticipates utilizing multiple available revenue sources including grants, fees, subventions and contracts to initiate and maintain public health services, with American Rescue Plan Act funding utilized as a one-time transition supplement;

D. WHEREAS, the City is in the process of establishing a local health department; and

E. WHEREAS, 17 C.C.R. § 1275 provides that in order to qualify for funds made available pursuant to Health and Safety Code § 101230, a local health department "shall perform all of the duties and functions imposed upon it by the Health and Safety Code and other statutes of the State of California, and by the rules, regulations and orders of the Department of Health Services"; and

F. WHEREAS, 17 C.C.R. § 1276 provides that a "health department shall offer at least the following basic services to the health jurisdiction which it serves:

(a) Collection, tabulation and analysis of all public health statistics, including population data, natality, mortality and morbidity records, as well as evaluation of service records.

(b) Health education programs including, but not necessarily limited to, staff education, consultation, community organization, public information, and individual and group teaching, such programs to be planned and coordinated within the department and

with schools, public and voluntary agencies, professional societies, and civic groups and individuals.

(c) Communicable disease control, including availability of adequate isolation facilities, the control of the acute communicable diseases, and the control of tuberculosis and the venereal diseases, based on provision of diagnostic consultative services, epidemiologic investigation and appropriate preventive measures for the particular communicable disease hazards in the community.

(d) Medical, nursing, educational, and other services to promote maternal and child health, planned to provide a comprehensive program to meet community needs in these fields.

(e) Environmental health and sanitation services and programs in accordance with an annual plan and program outline as required in Title 17, Section 1328, and approved by the State Department of Health and the applicable services and program standards as specified in the State Department of Health 'Services in a Local Environmental Health and Sanitation Program,' September 1976. The required services and programs shall be as follows:

- (1) Food.
- (2) Housing and institutions.
- (3) Radiological health in local jurisdictions contracting with the State Department of Health to enforce the Radiation Control Law pursuant to Section 25600-25654 and Sections 25800-25876, Health and Safety Code.
- (4) Milk and dairy products in local jurisdictions maintaining an approved milk inspection service pursuant to Section 32503, Food and Agricultural Code.
- (5) Water oriented recreation.
- (6) Safety.
- (7) Vector control.
- (8) Wastes management.
- (9) Water supply.
- (10) Air sanitation.
- (11) Additional environmentally related services and programs as required by the County Board of Supervisors, City Council, or Health District Board.
- (12) And may include land development and use.

(f) Laboratory services, provided by an approved public health laboratory in health departments serving a population of 50,000 or more. Such laboratories shall provide:

- (1) Services necessary for the various programs of the health department.
- (2) Consultation and reference services to further the development of improved procedures and practices in laboratories employing such procedures related to the prevention and control of human disease.

(g) Services in nutrition, including appropriate activities in education and consultation for the promotion of positive health, the prevention of ill health, and the dietary control of disease.

(h) Services in chronic disease, which may include case finding, community education, consultation, or rehabilitation, for the prevention or mitigation of any chronic disease.

(i) Services directed to the social factors affecting health, and which may include community planning, counseling, consultation, education, and special studies.

(j) Services in occupational health to promote the health of employed persons and a healthful work environment, including educational, consultative and other activities appropriate to local needs. Where the population of a health jurisdiction exceeds 500 thousand, the program in occupational health shall include a planned and organized service with trained staff.

(1) 'Services in occupational health' shall mean, as a minimum, a program of industrial sanitation and surveillance of occupational health hazards to insure that places of employment are maintained in a healthful and sanitary condition. For the purpose of this section, 'sanitary condition' is defined as equivalent to that described in the 'Recommended Standards of Sanitation in Places of Employment' issued by the California State Department of Health Services. Such services shall be provided by at least one Occupational Health Sanitarian as defined in Section 1307, or any one of the occupational health disciplines in Section 1306, with medical, sanitation, and public health nursing support available.

(2) 'Planned and organized service' shall include services in occupational health as defined above, and in addition the prevention of work-induced illness and disability by recognizing, evaluating and preventing unhealthful environmental conditions and practices in places of work.

(3) 'Trained staff' shall be defined as follows:

(A) When the health jurisdiction includes a population of 500,000 to 1,000,000, at least 1, and after July 1, 1968, 2 full-time health professionals representing 1 or 2, respectively, of the disciplines listed in part (4) hereof shall be employed.

- (B) When health jurisdictions include more than 1,000,000 population at least 2, and after July 1, 1968, 3 full-time health professionals representing 2 or 3, respectively, of the 5 disciplines listed in part (4) hereof shall be employed.
- (C) When health jurisdictions include more than 5,000,000 population, at least 10 full-time health professionals including all 5 of the disciplines listed in part (4) hereof shall be employed.
- (4) Occupational health disciplines include: Occupational Health Physician; Occupational Health Nursing Consultant; Industrial Hygiene Engineer; Industrial Hygienist (including sanitarians with appropriate training); and Industrial Hygiene Chemist as defined in Section 1306.
- (k) Appropriate services in the field of family planning, which may include:
  - (1) Promotion of availability of program elements such as:
    - (A) Assembling knowledge about family planning, attitudes, values, and information held by population groups.
    - (B) Public and professional educational services about the health benefits of family planning and fertility control methods.
    - (C) Professional services for sterility correction, fertility control and genetic counseling for all segments of the population, making available methods acceptable to families of any religious persuasion.
    - (D) Evaluation of the adequacy of the community's family planning efforts.
  - (2) Provision of program elements which are not otherwise likely to be made available, including family planning services for those groups who cannot reasonably obtain them.
    - (l) Public health nursing services to provide for the preventive and therapeutic care of the population served"; and

G. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to provide health department services, as more fully described herein; and

H. WHEREAS, the City desires to appoint Consultant as the City health officer in accordance with Health and Safety Code § 101460, with the understanding that Consultant will retain an individual that meets the requirements of 17 C.C.R. § 1300 to serve as the City Health Officer; and

I. WHEREAS, Consultant represents that it has that degree of experience and holds all necessary licenses to practice and perform the services herein contemplated or that it will cause the services to be performed by subconsultants with such experience and licensing, except that if Consultant is required to but does not yet hold a City business license, it will promptly obtain

a business license and will not provide services to the City until it has done so; and

J. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

K. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

L. WHEREAS, Consultant responded to the City's Request for Qualifications for Health Department Services, dated March 25, 2021, incorporated via this reference as if fully set forth herein, and Consultant's response to the Request for Proposals was a material inducement to the City ultimately entering into this agreement.

M. WHEREAS, City and Consultant intend and desire that this Agreement be effective retroactive to the Effective Date.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

#### **1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Appointment of Health Officer. The City hereby appoints the Consultant as the health officer in accordance with Health and Safety Code § 101460. Consultant will retain an individual that meets the requirements of 17 C.C.R. § 1300 to serve as the City Health Officer.

1.2. Scope of Services. Consultant shall provide professional services in connection with establishing, implementing and operating the City's health department, including, but not limited to, selecting a health officer that meets the requirements of 17 C.C.R. § 1300, as further described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference, in accordance with all applicable requirements set forth in the West Covina Municipal Code, the California Health and Safety Code and the California Code of Regulations.

#### 1.3. Staffing Requirements.

- (a) The City has the absolute right to approve or disapprove all of Consultant's employees and subcontractors (which for the purpose of this Agreement is defined to include "Subconsultants" as defined below in Section 6.3) providing services hereunder and any proposed changes in Consultant's staff providing services hereunder.
- (b) At the discretion of the City, all Consultant personnel providing services under this Agreement may be required to undergo and pass, to the satisfaction of the City, a background investigation as a condition of beginning and continuing to work under this Agreement. It shall be in the City's discretion to determine the method of background clearance to be used, which may include but is not limited to fingerprinting. The City may perform the background checks. Consultant shall be responsible for all costs associated with such background checks.

- (c) The City may request that any Consultant employee or subcontractor be immediately removed from providing services under this Agreement at any time during the term of this Agreement if such individual does not pass a background investigation to the satisfaction of the City or whose background or conduct is incompatible with the City's facility access. The City will not provide to the Consultant nor to the Consultant's employees or subcontractors any information obtained through any City-conducted background clearance.

1.4. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel of Consultant and/or Subconsultants experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices (the "Standard of Care"). Consultant also represents that it is familiar with all laws applicable to its performance of this Agreement and shall advise City of any changes in such laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which apply to those employed by it and their performance of services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.5. Performance to Satisfaction of City. Consultant agrees to perform all the work in accordance with the Standard of Care to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.6. Compliance with Applicable Laws. Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, applicable laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.7. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.8. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.9. Confidentiality.

- (a) Consultant shall maintain the confidentiality of all records and information, including, but not limited to, billings, City records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality.
- (b) Consultant shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to the City all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than the City without the City's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such records and information to the City or maintain such records and information in accordance with the written procedures that may be provided or made available to Consultant by the City for this purpose.
- (c) Consultant shall indemnify, defend, and hold harmless the City, its elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, reasonable defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Consultant, its officers, employees, agents, or subcontractors, to comply with this Section. Any legal defense pursuant to the Consultant's indemnification obligations under this Section shall be conducted by the Consultant and performed by counsel selected by the Consultant and approved by the City. Notwithstanding the preceding sentence, the City shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Consultant fails to provide the City with a full and adequate defense, as determined by the City in its sole judgment, the City shall be entitled to retain its own counsel, including, without limitation, its City Attorney, and Consultant shall reimburse the City for all such reasonable costs and expenses incurred by the City in doing so. The Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the City without the City's prior written approval.
- (d) City and Consultant agree that Consultant may disclose confidential information to Consultant's employees and subcontractors as reasonably necessary to perform its obligations pursuant to this Agreement. Consultant shall inform all of its officers, employees, agents and subcontractors

providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

- (e) Consultant shall provide all work utilizing security technologies and techniques in accordance with Consultant's standard practices and applicable City security policies, procedures and requirements provided by City to Consultant, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Consultant is responsible for (i) any data and the content of any database that City makes available to Consultant in connection with services provided under this Agreement, (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use and transmission of such data, and (iii) backup and recovery of such database and any stored data. Consultant hereby acknowledges the right of privacy of all individuals as to whom there exists any City data. Consultant shall protect, secure and keep confidential all City data in compliance with applicable security and privacy laws at the federal, state and local levels, including without limitation applicable industry standards for the protection and safeguarding of confidential data. Further, Consultant shall take all reasonable actions necessary or advisable for the protection of all system data in its possession, custody or control from loss or damage from malicious intent or unauthorized access. Consultant shall not use any data for any purpose or reason other than to fulfill its obligations under this Agreement.

1.10. Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- (a) Consultant expressly acknowledges and agrees that the provision of services under this Agreement may require or permit access by the Consultant or any of its officers, employees, or agents, to patient medical records/patient information.
- (b) Where the provision of services under this Agreement result in the Consultant creating, having access to, receiving, maintaining, or transmitting Protected Health Information, as such term is defined in Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), Consultant expressly acknowledges and agrees that the City is subject to the requirements and prohibitions of the HIPAA, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Where the City determines services will subject the City to the HIPAA Rules, the Consultant and the City shall execute a Business Associate Agreement, before commencing work on such services. Consultant's failure to execute a Business Associate Agreement shall be deemed a material breach of this Agreement. Should the City need to amend an executed Business Associate Agreement, as is necessary to comply with the requirements of HIPAA, the Business Associate Agreement shall be deemed to be so amended, and the Consultant agrees to be obligated by such deemed amended Business Associate Agreement, until such time as the parties



enter into an amendment to reflect such deemed amendments.

- (c) Where the provision of services under this Agreement do not result in the Consultant creating, having access to, receiving, maintaining, or transmitting Protected Health Information, the Consultant shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever. Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, the Consultant or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Consultant understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, the Consultant and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify City Manager that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the Consultant's or its officers', employees', or agents', access to patient medical records/patient information. The Consultant agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

1.11. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

## **2.0. COMPENSATION AND BILLING**

### **2.1. Compensation.**

- (a) Establishment and Implementation. For the establishment and implementation of the health department, Consultant shall be paid in accordance with the hourly rate schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Consultant's Hourly Rate Schedule"). Consultant's total compensation during the establishment and implementation phase shall not exceed Ninety-Eight Thousand One Hundred Ninety Dollars (\$98,190.00).

- (b) Inspection Services. For health department inspection services, City shall pay Consultant ninety percent (90%) of fees collected for such services. Such fees will be in an amount established by resolution of the City Council.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager is authorized to approve a change order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall be effective retroactive to the Effective Date and continue through June 30, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

4.2. Termination.

- (a) By City – With or Without Cause. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.
  
- (b) By City – Default of Consultant. If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.
  
- (c) By City – Circumstances Warranting Immediate Termination. The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:
  - i. Be adjudged a bankrupt;
  - ii. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
  - iii. Make a general assignment for the benefit of creditors;
  - iv. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
  - v. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
  - vi. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.
  
- (d) By Consultant – With or Without Cause. Consultant may terminate this Agreement, with or without cause, by providing at least six (6) months prior written notice to City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

## 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

- (a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Consultant certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars (\$2,000,000.00) aggregate. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If the Consultant maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. This requirement does not apply to professional errors and omissions insurance.
- (b) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.
- (d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to

affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- (e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.
- (f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

5.6 Additional Insurance. The parties acknowledge that as Consultant's scope of services becomes more clearly defined over time, it may become necessary for Consultant to obtain additional and/or different insurance to provide coverage necessary under this Agreement. Such coverage will be as agreed upon by the parties.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Use of Agents or Assistants. Consultant may subcontract with or otherwise engage third parties, including, but not limited to, health professionals ("Subconsultants"), that Consultant may deem proper to aid or assist in the proper performance of Consultant's duties. Consultant is as responsible for the performance of its Subconsultants as it would be if it had rendered the services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to Consultant. Nothing in this Agreement constitutes or creates a contractual relationship between City and anyone other than Consultant.

6.4. Licenses, Permits, Registrations, Accreditations, and Certificates. Consultant shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of services under this Agreement, and shall ensure that all of its officers, employees, subcontractors, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the City upon request.

6.5 Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Transtech Engineers, Inc.  
13367 Benson Ave.  
Chino, CA 91790  
Tel: (949) 702-5612  
Email: ahmad.ansari@transtech.org  
Attn: Ahmad Ansari

IF TO CITY:

City of West Covina  
1444 West Garvey Ave. South  
West Covina, CA 91790  
Tel: (626) 939-8401  
Email: dcarmany@westcovina.org  
Attn: David Carmany

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign,

transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Notwithstanding the foregoing, the City hereby consents to the Consultant assigning this Agreement in its entirety to a Consultant-related entity that will agree to assume all of Consultant's rights and obligations under this Agreement. As used in this paragraph, a "Consultant-related entity" shall mean an entity controlling, controlled by or under common control with Consultant.

6.9. Indemnification and Hold Harmless.

- (a) General Indemnification. Consultant agrees to defend, with counsel of City's choosing, indemnify, hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, Subconsultants, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City to the extent claims, actions, complaints or suits arise out of the sole or active negligence or willful misconduct of the City. This provision (including paragraph (b) below) shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.
- (b) Design Professional Services Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its elected and appointed officials, officers, employees, volunteers and agents, from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including reasonable attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, Subconsultants and/or subcontractors in the performance of design professional services under this Agreement by a "design professional," as such term is defined in California Civil Code section 2782.8(c)(2). Notwithstanding the foregoing, Consultant shall not be liable for the defense or indemnification of the City to the extent claims, actions, complaints or suits arise out of the sole or active negligence or willful misconduct of the City. Consultant shall not have an upfront duty to defend the City, its elected and appointed officials, officers, agents and employees under this paragraph, but



shall promptly reimburse reasonable defense fees and costs to the extent a claim is caused by the negligence, recklessness or willful misconduct of Consultant, or as the parties otherwise agree in settlement. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This Section applies only to claims, demands, actions, suits, and other legal proceedings brought in connection with design professional services provided by a "design professional", as such term is defined in California Civil Code Section 2782.8(c)(2).

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render

any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.14. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.15. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be


construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.28. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,  
A municipal corporation

  
\_\_\_\_\_  
David Carmany  
City Manager

Date: 6-8-21

CONSULTANT

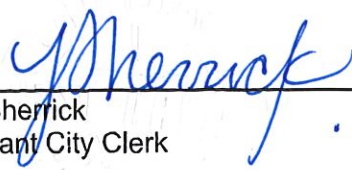
  
\_\_\_\_\_  
Signature  
Allen Layir, President  
\_\_\_\_\_  
Name and Title

Date: 6/8/2021

  
\_\_\_\_\_  
Signature  
Sybil Cayir, Secretary  
\_\_\_\_\_  
Name and Title

Date: 6/8/2021

ATTEST:

  
\_\_\_\_\_  
Lisa Sherrick  
Assistant City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Thomas P. Duarte  
City Attorney

Date: 06/10/21

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Helen Tran  
Human Resources and Risk Management  
Director

Date: 6/9/21

**EXHIBIT A**  
**SCOPE OF SERVICES**

## **A. Scope of Services**

### **Tasks and Deliverables for establishing City of West Covina Health Department:**

The Transtech Team proposes the following tasks and deliverables to achieve the objectives of the project. While the tasks are listed in rough order of execution, due to the abbreviated time frame the Team will work on multiple tasks simultaneously.

#### **> Task 1. PUBLIC HEALTH OFFICER SERVICES**

- ~~At the direction of the City,~~ Select an employee or subcontractor to serve as the Public Health Officer. The selected Public Health Officer shall meet all requirements of 17 C.C.R. § 1300.
- Identify the specific initial functions to be performed by Local Public Health Officer.
- Determine staffing, materials and supplies required to support Health Officer.
- Provide consulting support to the selected Public Health Officer.

#### **Deliverable:**

- ✓ *Memo to City Manager detailing support required for Local Public Health Officer.*

#### **> Task 2. COORDINATION WITH COUNTY AND STATE AUTHORITIES**

- Establish working liaison with LA County and State of California Public Health Departments.
- Determine requirements for certification.
- Develop deal points for agreement with LA County and/or State of California.

#### **Deliverable:**

- ✓ *Memo describing steps required to obtain health department certification.*

#### **> Task 3. LEGAL ISSUES**

- Coordinate with City Attorney to obtain required certifications from state and county authorities.
- Coordinate with City Attorney to develop amendment to City of West Covina Municipal Code to establish City Health Department.
- Coordinate with City Attorney and Transtech as necessary to revise city's contract with Transtech to incorporate health inspection and permitting functions.
- Provide content for legally required notices.
- Assist City Attorney as need to develop enforcement procedures.

**Deliverable:**

- ✓ *Assistance and Information as needed.*

➤ **Task 4. DETERMINE STAFFING NEEDS FOR ENVIRONMENTAL HEALTH RETAIL FOOD FACILITY INSPECTION PROGRAM**

- Determine number and type of retail food establishment facilities in West Covina that require inspections and compliance assistance (initial estimate approximately 450 restaurants and markets).
- Determine type, frequency, and number of required inspections and associated activities.
- Determine number and qualifications and certifications of staff needed to perform inspection as well as compliance assurance and assistance activities.

**Deliverable:**

- ✓ *Program workplan including staffing requirements.*

➤ **Task 5. PROGRAM STAFFING**

- Arrange for temporary staffing, and/or arrangement with LA County Public Health to perform facility inspections under direction of the City until the Environmental Health Retail Food Inspection Program can be fully staffed with permanent employees.
- Develop job descriptions.
- Advertise and identify candidates.
- Conduct interviews.
- Perform background checks and extend offers to successful candidate.
- Coordinate with Transtech to hire staff.
- Conduct orientation and any required training for new staff.

**Deliverable:**

- ✓ *Fully staffed Retail Food Inspection Program.*

➤ **Task 6. EQUIPMENT AND SUPPLIES**

- Determine equipment and supplies required.
- Develop specs and quantities.
- Work with City procurement staff to acquire needed equipment and supplies.

**Deliverable:**

- ✓ *Descriptions, quantities and specs for needed supplies sufficient to support City procurement.*



➤ **Task 7. OUTREACH TO REGULATED COMMUNITY**

- Develop database of establishments to be regulated.
- Develop outreach program to inform regulated community.

**Deliverables:**

- ✓ *Notice to regulated establishments of intent to assume responsibility for environmental health food inspections.*
- ✓ *Content for City website and social media.*
- ✓ *Mechanism to respond to questions or concerns of regulated community.*
- ✓ *Appearance at public hearings or City Council meetings as required.*
- ✓ *Conduct up to two (2) public workshops to inform and receive comment from regulated community.*
- ✓ *Notice to regulated establishments upon formal assumption of responsibility for inspections.*

➤ **Task 8. OPERATING PROCEDURES**

- Research and document operational requirements.
- Research and document records management requirements.
- Identify sources for operating software.

**Deliverables:**

- ✓ *Standard Operating Procedures Manual.*
- ✓ *Records management system including inspection checklists.*
- ✓ *Documentation forms & report templates.*
- ✓ *Sample Notices.*
- ✓ *Recommended software platform(s).*

➤ **Task 9. FEE SCHEDULE AND BUDGET**

- Develop initial fee schedule
- Identify additional revenue sources
- Develop operating revenue and expense forecast
- Develop estimate of startup costs

**Deliverables:**

- ✓ *Proposed fee schedule for adoption*
- ✓ *Forecast of FY 21/22 revenues and expenses*

✓ *Estimated startup costs*

➤ **Task 10. FRAMEWORK FOR ASSUMPTION OF ADDITIONAL PUBLIC HEALTH DEPARTMENT FUNCTIONS**

- Gather, document and summarize information on typical public health department functions.
- Conduct interviews and review operations of Vernon, Pasadena, and Long Beach public health programs.
- Research and document alternative institutional arrangements for collaboration among city public health departments in Los Angeles County, such as MOUs, formation of a JPA or Public Health District.
- Work with Public Health Officer and City staff to identify additional public health functions the City may wish to take on in the future.
- Work with Public Health Officer and City staff to develop timeline for implementation of future functions.

***Deliverable:***

*Roadmap for assumption of additional functions with 1-, 3-, and 5-year timeline.*

➤ **Task 11 OPERATIONAL ASSESSMENT**

- Perform 90-day and 180-day assessment of Retail Food Facility inspection and permitting operations.

***Deliverable:***

- ✓ *Assessment Reports providing the Public Health Officer and City Manager with documentation of Health Department inspection and permitting operations, with recommendations for needed changes, if any.*

## **B. Approach**

There are only four city health departments in the State of California, none of which were established in the last half century, so there is no precedent to follow in establishing the City of West Covina Health Department. The lack of precedent and the very short time frame required by the City create formidable challenges for successful completion of the project. The Transtech Team is excited to take on this challenge and has developed a project approach designed to meet the challenge.

### **Project Team**

First, we have assembled a highly skilled team with decades of experience in the delivery of environmental

health programs, public health agency operations, and local government operations including inspection and permitting services.

Our team is led by senior consultants with proven track records and well-earned reputations for performance in their respective fields.

The senior team members are backed up with associates with strong research and analytical skills so every detail is addressed.

While we have developed a detailed and comprehensive scope of work as described above, we believe that the quality of the team is essential given the fact that the project enters into uncharted territory.

Our team has the knowledge and experience to recognize and develop options and solutions for any obstacle encountered in the course of the project.

### **Innovative and Advanced Technology:**

Transtech has integrated many technological assets into its services to provide efficient and cost-effective service. We provide fully automated electronic plan submittal, checking and tracking. We provide this on our company portal, as well as offer same portal to our client cities on their web sites.

### **Electronic Plan Check:**

Transtech provides Electronic Plan Check.

### **Virtual Counter:**

We offer virtual meetings with plan checkers.

### **Expedited/Off-Business Hours/Weekend Services:**

If the City receives a request from applicants for expedited plan check services, Transtech staff will provide additional resources to accommodate such a request. If the City requests inspection services, Transtech staff will provide additional resources to accommodate inspection requests during off business hours and weekends.

### **Quick Turn-around and Expedited Service:**

Transtech will provide plan checks on a quick turn-around schedule. Transtech also provides expedited service when requested.

### **Training Program:**

We offer any City staff, who are involved in inspection, plan check and permit issuance, an option to participate in our training program for code updates and process, as well as ICC certification training.

### **Job Opportunity for Local Residents:**

If the City selects Transtech, we will seek applicants from local residents for employment possibilities at our firm and offer training for various administrative and technical support positions.

### **Community Benefit Enhancement:**

Supporting civic and community activities demonstrates Transtech's commitment to the progress, health, and well-being of the communities we serve. This is something that we take pride in as a company. In services and partnership with our client cities, we have a proven record of active engagement in City and Community events. This could include involvement or presence at City programs or events, supporting local businesses through the chamber, youth events, hosting workshops, sports, scholarship opportunities, community service, managing homelessness challenges, public safety, crime prevention, or any other community benefit that the City wishes us to be a part of. Our goal is not just to serve as an engineering consultant which is what we are best at, but also in being an active partner with our clients, to further enhance the City's reputation as an ideal community to live, invest, work, and play in.

## **C. Work Program**

We have crafted a detailed Scope of Work for the project based on the requirements of the RFQ and the knowledge and experience of the Team. The Scope of Work represents a systematic and comprehensive approach so the City's objectives are realized. The SOW addresses the full range of tasks and deliverables, from high level issues such as developing a working relationship with LACDPH and developing a fee schedule and budget to the nitty-gritty details of running an environmental health program such as support software, a Standard Operating Procedures Manual, check lists, and forms. While we have sequenced the individual tasks in a logical order, due to the abbreviated period of performance we will work on multiple tasks simultaneously.

The SOW recognizes the importance of a strong and sustainable revenue base to support the City's health programs and will identify a combination of fees and other available revenue streams.

The SOW also recognizes that developing a positive relationship with the regulated community, consisting of hundreds of food service facilities, is critical to both short term and long-term success of the project. Therefore, we have included an outreach component to keep the regulated community informed and to obtain their support and buy in.

Developing a full-service health department will have to be approached in a systematic stepwise progression. It is impossible for a full blown, full-service department to be created and become operational by July 1. Therefore, we will work with the appointed Health Officer and City staff to develop a logical blueprint and timeline for the implantation of additional functionality consistent with the City's priorities, funding capability, and capacity to implement.

Lastly, we do not anticipate that the initial roll out of services will be trouble free. With the best of planning and preparation there are bound to be adjustments required. Therefore, we have also included in the SOW 90-day and 180-day assessments to determine how the roll out of services is going, and what if any adjustments need to be made.

### **Outreach to the Regulated Community:**

As noted above it is essential that the regulated community be kept informed, provided with information, and provided opportunities for input. To meet this need we propose a robust outreach program to promote support and buy in from the regulated community. The outreach program will not only inform, but it will also establish the governing philosophy of the program: to provide consistent and reasonable directives and regulations; and to institute an "compliance assurance" approach as opposed to an "inspect and enforce" approach to environmental health regulation.

### **Building Intergovernmental Trust and Cooperation:**

We recognize that building a cooperative relationship with LACDPH is critical to a smooth transition. LACDPH currently administers over 40 public health programs. It is anticipated that LACDPH will continue to perform many of those functions during a transition period, and perhaps some for the foreseeable future. We will apply our past experience with LACDPH, our understanding of their concerns and our intergovernmental negotiating skills to build and maintain a cooperative working relationship key LACDPH staff through the transition period and beyond.

We also recognize that with four, and potentially more city public health agencies in Los Angeles County it may be possible to share and/or coordinate certain public health functions, such as public health lab for instance. As part of the project, we will explore potential vehicles of coordination such as MOUs, a JPA, or a Public Health District.

### **Project Management:**

Successful completion of the project in the allotted time frame will require proactive management to ensure that the multiple tasks are coordinated, kept on track, and on budget. To accomplish this we will apply our time-tested project management approach to assure timely completion of tasks, achievement of all project goals, and client satisfaction.

**Transtech's "Customer Care" and "Methodology" Approach in delivering the services**

**in an efficient, effective, and timely manner:**

- Our services are founded on the principals of **Total Quality Management for Total Customer Care**.
- We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with a quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines promote a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements.
- We start by **working with the applicant early on** and during plan review to help him or her prepare a set of plans which have all the required information clearly and logically presented.
- Additionally, we never hesitate to make suggestions which help **eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field**. Experience has taught us well that inspection time and applicant frustration can both be substantially reduced, while increasing overall compliance, by producing a better set of plans during plan review process.
- Transtech provides all plan check **comments on electronic files**. All plan check comments are provided on scanned pdf format electronically, **as well as hard copies**. Plan review corrections are written clearly and are **fully detailed to explain the Code deficiency** (including all applicable code sections).
- To help the applicant better understand the problem, Transtech provides as much information during plan review as possible. We believe that if the applicant has a **clear understanding of the problem**, he or she can take the necessary steps to correct the condition. This policy reduces the number of plan review rechecks required, allows the applicant to **obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan. Unclear and/or cryptic corrections are never written, and all correction lists, except those written over-the-counter, are typed and printed on a laser printer.
- Our plan checkers **confer early on and respond to questions** from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks where the plan corrections.
- Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps **eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field**.
- Transtech performs necessary liaisons with City, and the permit applicant or applicant's designee either by telephone, mail, or meeting at our plan check office, or at City office, and perform necessary rechecks to **achieve compliance with applicable building laws**,

ordinances, and regulations.

- All telephone calls or e-mails received are returned within same working day, or the following day. We take pride in our “**Same Day Response**” motto.
- **Responsiveness is an integral part** of Transtech’s “customer friendly” service approach.
- Our Contract Principal will **meet with the Client’s Project Manager regularly to monitor the service quality** and address any areas for improvements.
- We will strive to **enhance the City’s image by public trust** to be the most a desirable community to live, invest and conduct business.
- Customer Care means highest quality customer service. Transtech is committed to providing “**Customer Care**” to the City, City’s patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services.

## **D. Time Line to accomplish City’s Objectives**

### **Phase 1: Form Department (by July 1)**

- 1.a. Assist in formal establishment of the health department, including negotiations with LACDPH.
- 1.b. Work with City to determine initial (1<sup>st</sup> year) inspection/permitting functions. May or may not include CUPA.
- 1.c. Obtain state and/or LACDPH certifications.
- 1.d. Develop staffing plan (how many, what skills & certifications).
- 1.e. Initiate staff recruitment.
- 1.f. Outreach to regulated community to inform. Include survey to get regulated community input.

### **Phase 2: Implementation (by July 1)**

- 2.a. Organize staff (could include temporary staff, and/or LACDPH loaned staff).
- 2.b. Purchase equipment (laptops, inspection devices, etc.).

- 2.c. Purchase/license software, install, test, and train staff.
- 2.d. Develop (or purchase) operations manual, forms, checklists, SOPs, inspection scoring systems, etc.
- 2.e. Work with City Attorney to agree on enforcement procedures & protocols.
- 2.f. Develop inspection schedule.
- 2.g. Develop and adopt fee structure.
- 2.h. Notify regulated community of new procedures.
- 2.i. Commence operations.

### **Phase 3: Sustained operations (post July 1)**

- 3.a. Amend contract for operations.
- 3.b. Work with Health Officer to develop mid-term and long-term framework for expansion of Health Department to assume additional functions. Take to City Council for approval.
- 3.c. 90-day 180-day operational assessment to evaluate first 6 months operations and implement any needed changes. Includes internal assessment and survey of regulated community to get input.
- 3.c. On-board permanent staff as required.
- 3.d. Assist City to develop permanent fee schedule.



**EXHIBIT B**  
**CONSULTANT'S HOURLY RATE SCHEDULE**

### Hourly Rates

<b>CONSTANT Associates</b>			
STAFF MEMBERS	HRS	AVERAGE BILLING RATE	TOTAL
JIM SIMS, Subject Matter Expert and Deputy Project Manager	65	\$287	\$18,655
MEL KNIGHT, Interim Environmental Health Director	50	\$225	\$11,250
SLOAN GRISSOM, Consultant	85	\$123	\$10,455
RYAN DUFOUR, Analyst	85	\$85	\$7,225
Fee		6.00%	\$2,855
<b>TOTAL - CONSTANT Associates</b>			<b>\$50,440</b>
<b>TRANSTECH Engineers, Inc.</b>			
STAFF MEMBERS	HRS	AVERAGE BILLING RATE	TOTAL
AHMAD ANSARI, PE, Project Manager	130	\$175	\$22,750
AYLA JEFFERSON, CBO, CSP, Principal, Building & Safety Services. ICC Certified Building Official, Plans Examiner, Inspector	120	\$140	\$16,800
DENNIS TARANGO, CBO, CSP, Principal, Building & Safety Services. ICC Certified Building Official, Plans Examiner, Inspector			
BILL DORMAN, CBO, CSP, ICC Certified Building Official, Plans Examiner, Inspector			
GREGORY AHERN, ICC Certified Residential Building, Plumbing and Mechanical Inspector, ICC Fire Inspector	40	\$110	\$4,400
JONATHAN TARANGO, ICC Certified Building Inspector			
Or Other Inspectors / Equivalent Support Staff			
AMY CHAN, ICC Certified Permit Technician, CalGreen Plans Examiner, CalGreen Inspector	40	\$95	\$3,800
JULIE ROBBINS, ICC Certified Permit Technician, CalGreen Plans Examiner, CalGreen Inspector			
Or Other Permit Technicians / Equivalent Support Staff			
<b>TOTAL - TRANSTECH Engineers, Inc.</b>			<b>\$47,750</b>
<b>TOTAL (CONSTANT Associates + TRANSTECH Engineers, Inc.)</b>			<b>\$98,190</b>
<b>Plus direct reimbursables and Fees paid to 3rd Parties</b>			



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2021

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

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

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 TRANENG-09	<b>CONTACT NAME:</b> Marle Swaney <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL:</b> DesignProCerts@AssuredPartners.com <b>ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty and Surety Co of America	31194	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : The Travelers Indemnity Company of Connecticut	25682	INSURER D : Twin City Fire Insurance Company	29459	INSURER E :		INSURER F :
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<b>INSURED</b> Transtech Engineers, Inc. 909-595-8599 13367 Benson Ave Chino CA 91710-3009														

**COVERAGES**

CERTIFICATE NUMBER: 1598675991

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6805H737478	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NoOwnedAutos <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BA3R067451	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP4F17434A	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	72WEGAA508A	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			107328311	12/31/2020	12/31/2021	Per Claim 2,000,000 Aggregate Limit 2,000,000

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


Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Umbrella policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability. Professional Liability is E&O Liability.

RE: RFQ#71-017, Health Department Services

City of West Covina, its officers, officials, employees, and volunteers are named as additional insured as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). Professional Liability policy is the only policy that has a deductible which is: \$50,000 per claim.

**CERTIFICATE HOLDER**

CANCELLATION 30 Day Notice will be sent to holder

City of West Covina Attn: Health Department Services 1444 W. Garvey Ave, S. #317 West Covina CA 91790	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 72WEGAA508A

**Endorsement Number:**

**Effective Date:** 09/01/2020

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Transtech Engineers, Inc.  
13367 Benson Ave  
Chino, CA 91710-3009

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

A large, stylized handwritten signature in black ink, appearing to read "M. W. St." followed by a long horizontal stroke.

Countersigned by \_\_\_\_\_

Authorized Representative

COMMERCIAL GENERAL LIABILITY

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

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

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".



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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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