

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of recycled water compliance consulting ("Agreement") is made and entered in this 3rd day of December, 2019 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Aegis Engineering Management ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide recycled water compliance consulting services for City (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Christopher Boatman, Municipal Utilities and Engineering Department Interim Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "PROJECT SCHEDULE," which is attached hereto and incorporated herein by reference.

- 4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by three (3) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.
- 4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of three hundred fifty six thousand two hundred two dollars (\$356,202) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of three hundred fifty six thousand two hundred two dollars (\$356,202) for the second Extended Term; and three hundred fifty six thousand two hundred two dollars (\$356,202) for the third Extended Term; and three hundred fifty six thousand two hundred two dollars (\$356,202) for the fourth Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million four hundred twenty-four thousand eight hundred eight dollars (\$1,424,808). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with Exhibit "C," titled "BIDDER'S PROPOSAL & HOURLY RATE SHEET," attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City

City Clerk
 City of Redlands
 35 Cajon Street
 P.O. Box 3005 (mailing)
 Redlands, CA 92373
 jdonaldson@cityofredlands.org
 909-798-7531

Consultant

Alex Bucher, President-Principal in Charge
 Aegis Engineering Management
 11939 Rancho Bernardo Road, Suite 100
 San Diego, CA 92128
 abucher@aegisem.com
 858-505-0075

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D" titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - D. Consultant shall secure and maintain professional liability insurance in the amount of One Million Dollars (\$1,000,000) per claim made.
 - E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement

by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

- 6.2 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained

herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.


- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

AEGIS ENGINEERING MANAGEMENT

By: 
Paul W. Foster, Mayor

By: 
Alex Bucher, President-Principal in Charge

Attest:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Task 1 – Project Management

The overall project management is to include planning, coordination, reporting and communication. This task also includes preparation of monthly progress reports, tracking of budgets and schedules against the contract, and taking any corrective measures.

- A. Initial Project (Kick-off) Meeting: Consultant shall hold a one (1) hour kick-off meeting with the City staff to discuss scope, schedule, and other project details. The kickoff meeting will discuss the approach the Consultant would employ in executing the project and for collecting other pertinent data from the City. The meeting will also ensure that City's goals and objectives of the project are clearly understood by the consultant project team.
- B. Progress Meetings: Consultant shall attend up to six (6) progress meetings at the City Office. In addition, the consultant will be available for conference calls or onsite meetings as needed to review the project progress and coordinate resolutions of issues, with the City's Project Manager. Following each meeting, the consultant shall prepare and distribute meeting minutes to document decisions and outstanding issues.
- C. Invoicing: The selected consultant shall prepare monthly invoices and schedule updates to keep the City staff up to date on project budget and schedule updates.
- D. Quality Assurance and Quality Control: The Consultant shall perform internal quality assurance reviews at key project completion milestones to assess overall project implementation. The consultant shall also perform technical reviews of work products and deliverables prior to submittal to the City.

Task 2 – Data Acquisition and Data Management

The Consultant shall obtain the necessary information on file with the City to carryout specified tasks. Consultant shall meet or speak with each customer to obtain any additional information needed. All data acquired as well as work performed by the consultant shall be updated in the appropriate database and electronic & hard copy files. Consultant shall ensure that current and future files are reviewed for accuracy and that the data format meets City standards.

Task 3 – Annual Site Inspection

The Consultant shall provide general recycled water inspection services of existing irrigation systems as part of the annual inspection and coverage testing requirements. This task shall be performed by an American Water Works Association (AWWA) certified Cross Connection Specialist with a minimum of 3 years of experience in the performance of annual recycled water site inspections.

The inspection services include:

- A. Schedule and coordinate with the site's representative, the annual inspection.
- B. Annual Inspection:
 - 1. Observe the recycled or non-potable water sites irrigation system for general compliance with City and State Water Resources Control Board (SWRCB) requirements. The inspections will include, at a minimum, a visual inspection of

- all backflow prevention assemblies, the meters, exposed piping, valves, pressure reducing valves, sprinklers, controllers, signs, labels, tags, and all points of connection. Observe the irrigation system to assess if modifications have been made (e.g. new mainline, valves, etc.);
- 2. Conduct a test to verify the proper operation of the irrigation system. The irrigation system will be activated to check for excessive overspray, ponding, runoff, broken mains and broken heads. During the annual inspection of any recycled water or non-potable use site, it is anticipated that the site's representative will run the irrigation stations for up to two minutes coverage; and
- 3. Prepare a punch list of any items to be completed by the site's representative.
- C. Schedule and coordinate with the site's representative the final walk through. Check for completion of punch list items.
- D. Submit to the City a copy of the final punch list inspection form, signed by the Consultant's AWWA certified inspector.
- E. Provide follow up Inspection: If a punch list is generated as a result of findings from the annual inspection, a follow up inspection is required to ensure all corrections are addressed. The follow up inspection should be scheduled within two weeks of the annual inspection.

Task 4 – Cross-Connection Testing

The personnel performing this task shall be an AWWA certified Cross Connection Specialist (Specialist) with a minimum of three years' experience.

- A. Site Assessment: City staff along with the Specialist will visit the site and verify the locations of the potable and recycled water meters, backflow devices, and pressure recording points. Initial site assessment visit will be coordinated with City staff and the on-site Site Supervisor.
- B. Cross Connection Testing: Install appropriate number of appropriate pressure recording devices with a minimum of one device on each potable source and two or more devices on each recycled water source depending on risk at the site and the availability of quick couplers with the final determination at the City's discretion. The City is not responsible for any failure of a pressure recording device in the field and will not be charged for time lost. The Cross-Connection Test shall follow appropriate shutdown testing requirements with each water system being depressurized and documented for 4 hours each. Cross connection testing shall be performed on a day and time that is most appropriate for the site and shall be determined by the City.
- C. Overspray Testing (Landscape Irrigation Use Only) and Initial Inspection: The landscape irrigation system will be activated to check for excessive overspray, ponding runoff, broken mains, and broken heads. During the initial inspection (for any use), the Specialist will examine the site for proper signage, markings on all recycled water appurtenances, and adequate separation between any adjoining potable system. The Specialist will also obtain and record TDS samples of both potable and recycled water systems and will log backflow information on all potable services.
- D. Follow up Inspection: If a punch list is generated as a result of the initial inspection, a follow up inspection is required to ensure any corrections were addressed. The follow up inspection should be scheduled within two weeks of the initial inspection date. Repeat

testing due to issues or inconclusive data shall be approved by City's Project Manager prior to conductance.

- E. Final State Regional Water Quality Control Board (SRWQCB) Report: The Specialist will prepare a Cross connection report within two weeks of testing and submit to City representative for submittal to the SRWQCB and initial inspection or the follow up inspection if one is needed. The report will outline specific site information shutdown test results including copies of the digital pressure recording tables, overspray inspection results, any corrective action needed, potable backflow protection information, TDS information, site supervisor information, and any other comments needed to provide a complete report. A draft report must be submitted to the City for review.

Task 5 – Preparation of Title 22 Supplemental Report

The City has an approved Master Engineering Report for existing and future recycled water customers (either new construction or retrofit of an existing property) and any site connected to the system since the approval of the Master Plan is to be submitted to the State Water Resources Control Board Division of Drinking Water (DDW) and the California Regional Water Quality Control Board (RWQCB) for approval prior to connecting to the recycled water system. The report consists of two parts: the supplemental report and a site exhibit(s) (landscape irrigation users only). The City will provide aerial maps, customer information, estimated recycled water demands, and any existing water/irrigation drawings available to facilitate completion of Task 5 (A-C).

- A. Site Assessment: The site visit will be essential in order to acquire, at a minimum, location(s) and type(s) of existing meter(s), fire services, backflows, quick couplers, controller boxes (valves), and other information pertinent to the preparation of the site exhibit and supplemental report. Initial site assessment visit will be coordinated by City staff.
- B. Site Exhibit for Landscape Irrigation Users: Prepare a site exhibit based on the information obtained during the site assessment. This will include, but not limited to, the on-site irrigation retrofit design that will separate the irrigation system from the domestic water system, recycled water signage/notification placement, location of irrigation appurtenances, etc.
- C. Supplemental Report: Prepare a brief two-page PDF supplemental report (format to be provided) that contains site, owner, tenant, and recycled water use information.

Task 6- Plan Check Services

The Consultant will provide as needed services of a Landscape Architect or a licensed Civil Engineer with experience reviewing plans and developing process and procedures for on-site recycled water irrigation plans for the purpose of Plan Check services.

- A. Technical: Provide plan checking services. Prepare and provide project status updates including updates to scope status, schedule and cost of work performed for tracking purposes. Submit monthly invoices conforming to City requirements. Prepare and attend project coordination meetings with City staff, Developer and their Engineers, and other permitting agencies. Prepare cost estimates and project schedules. Prepare meeting

agenda and minutes. Become the prime contact source for the Developer's Engineer; responding to all plan checking related inquiries.

B. Onsite Irrigation for Recycled Water User Sites:

1. Review pipeline size requirements and limits per City Recycled Water Guidelines and Specifications;
2. Review landscape demands for availability and candidacy purposes;
3. Review and research all property ownership information including public right-of-way (ROW), utility easements, private property limits, temporary construction easements, etc. as they relate to the proposed on-site facilities. Research all proposed ROW improvements and future ROW limits, if any;
4. Review and research all existing utility information, including franchise utilities, along the proposed alignment for conflicts;
5. Conduct site and field investigations to verify locations of existing and proposed facilities, if necessary;
6. Enforce environmental and other regulatory permitting requirements;
7. Review conditions of approval from various agencies as submitted;
8. Conduct meetings with City staff, including Operations & Maintenance (O&M), Engineering and Environmental & Regulatory Compliance (ERC) Department;
9. Review typical cross-sections detailing horizontal and vertical locations of the proposed pipeline alignment; include limits of ROW (existing and future), and other separation requirements, pavement limits, surface improvements, mow curbs, existing and other proposed utilities, existing and proposed easements, etc.;
10. Develop plan check cost estimates for billing purposes;
11. Review pipe material, class or thickness, linings and coatings, joint design, thrust restraint, bedding and compaction requirements, etc., per City Guidelines and Specifications;
12. Review location, type and sizing of water meters, master control valves, isolations valves, water services, rain sensors, moisture sensors, quick couplers, backflow preventers, and other appurtenances to ensure it meets City's and State requirements for recycled water use;
13. Review project specific details and specifications for all points of connection including dimensional, material, transition, phasing and/or shutdown requirements;
14. Review details regarding limits pipe sleeves, limits of abandonment and removal of existing pipeline and other facilities to ensure it meets City's and State requirements for recycled water use;
15. Attend pre-construction meetings;
16. Coordinate approval with the City and SRWQCB and developers as required; and
17. Meet with the City and the SRWQCB as needed to review any modifications needed for the recycled water plan.

Task 8 – As Needed Services

Assist the City with additional recycled water related services and consulting for a 10% contingency over total cost for as needed services based on the hourly rates listed in Exhibit C "BIDDER'S PROPOSAL & RATE SHEET".

EXHIBIT "B"

PROJECT SCHEDULE

The following tasks shall be completed based on the time line. Project start date shall commence as of the Effective Date of this Agreement and the completion date is six months to the day of the project start date.

Activity	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Data Acquisition and Data Management						
Kick-of meeting	Within first week					
Gather Site Data						
Contact and Coordinate Users						
Data Management/Update						
Cross-Connection Test 71 Sites						
Site Inspections (14 per month target)						
Shut Down Test (14 per month target)						
Final Punch List						
Final Site Report						
Supplemental Engineering Report (exhibit only for sites without plans)						
Site Assessment						
Site Exhibit (one page exhibit)						

Ongoing As Needed Activities:

- Plan check services
- Data Acquisition and Data Management
- Annual Inspections
- Cross-Connection Testing
- Preparation of Title 22 Supplemental Engineering Reports
- Additional as needed services not listed above: Regulatory compliance related program review and recommendation

EXHIBIT "C"

BIDDER'S PROPOSAL & HOURLY RATE SHEET

Bidder Proposal

Item No.	Quantity	Task Description	Cost per Unit	Extended Cost
1	1	Task 1: Project Management		\$ 8,000
2	71	Task 2: Data Acquisition and Data Management-cost per site, and total for all	\$ 300	\$ 21,300
3	71	Task 3: Annual Inspections- cost per site, and total for all	\$ 720	\$ 51,120
4	71	Task 4: Cross Connection Testing- cost per site, and total for all	\$ 1,600	\$ 113,600
5	71	Task 5: Preparation of Title 22 Supplemental Engineering Reports- cost per site, and total for all	\$ 1,300	\$ 92,300
6	15	Task 6: Plan Check Services-Cost per site and total cost for all	\$ 2,500	\$ 37,500
SUBTOTAL SUM OF BID:				\$323,820
Item No.	Quantity	Task Description	Cost per Unit	Extended Cost
7	10% contingency over total cost	Task 8: As Needed Services- per RFP Section G (2) page 9. Refer to Exhibit "B" BIDDERS HOURLY RATE SHEET EXAMPLE FOR AS NEEDED SERVICES		\$ 32,382
TOTAL SUM OF BID				\$ 356,202

Hourly Rate Sheet

Related Task No.	Task Description	
1	Project Management	\$150/hr
2	Data Acquisition and Data Management	\$130/hr
3	Annual Inspections	\$120/hr
4	Cross Connection Testing	\$120/hr
5	Preparation of Title 22 Supplemental Engineering Reports	\$130/hr
6	Plan Check Services	\$130/hr
8	Additional as needed services not listed above: Regulatory compliance related program review and recommendation	\$130/hr

The above-referenced hours for the identified tasks are estimates only. Consultant will conduct the above scope on an hourly time and materials basis, and will be compensated up to the not to exceed amount of three hundred fifty six thousand two hundred two dollars (\$356,202).

EXHIBIT "D"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

☒ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861). *

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Aegis Engineering Management

Date: 11/22/2019

By: Alex Bucher

Alex Bucher, President-Principal in Charge