



**SERVICE AGREEMENT**

*For Orders under \$5,000; see attached Terms and Conditions, which shall apply to this Agreement.*

APPROVED AS TO FORM  
PER SBMC, SECTION 4.600.050  
GREGORY G. DIAZ, CITY ATTORNEY

DATE \_\_\_\_\_ PROJECT/WORK ORDER NUMBER(S) \_\_\_\_\_

NAME OF INDIVIDUAL /COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ TAX ID \_\_\_\_\_

CITY OF VENTURA BUSINESS LICENSE NO. \_\_\_\_\_

This is an agreement for services hereinafter described and subject to the following terms and conditions.

**DESCRIPTIONS OF SERVICES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LOCATION(S):** \_\_\_\_\_

**PERIOD OF PERFORMANCE:** \_\_\_\_\_

**COMPENSATION (NTE \$4,999 including shipping cost and sales tax):** \_\_\_\_\_

**CHECK MADE PAYABLE TO:** \_\_\_\_\_

**SPECIAL CONDITIONS:** \_\_\_\_\_  
\_\_\_\_\_

Any questions concerning this agreement may be referred to the Department liaison,

*Seller acknowledges that it has reviewed the City's terms and conditions and insurance requirements, attached hereto, and agrees to full compliance.*

**REVIEWED AND AGREED TO BY:**

\_\_\_\_\_  
Seller/Service Provider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature - City of Ventura

\_\_\_\_\_  
Date

Return to Authorized City Signatory or mail to his/her  
Attention in care of:  
City of Ventura, Purchasing/Contracts Division, Room 102  
P.O. Box 99, Ventura, CA 93002-0099

Submit Invoices for Payment to:  
City of Ventura, Attn: Accounts Payable  
P.O. Box 99  
Ventura, CA 93002-0099



**Terms and Conditions**  
*(Supplies and Non-Professional Services)*

All materials, supplies, or services, required for performance of this Agreement, shall be furnished subject to the following terms and conditions:

1. **DEFINITIONS:**

"Assistant Finance Director" means the City's Assistant Finance Director or designee.

"City" means "City of San Buenaventura.

"Seller," "Contractor," or "Vendor" means the party with whom City is contracting.

"Purchase Order," "Agreement," "Service Order," or "Order" means the name or title of the instrument of contracting, including all documents, exhibits and attachments referenced therein.

2. **ACCEPTANCE OF ORDER:** This Order is the City's offer to Seller. Seller's acceptance shall be strictly limited to the terms of this Order and the City hereby rejects any additional or different terms in Seller's acceptance; therefore, by executing and returning to the City the Acceptance or Acknowledgment copy of this Order, or by beginning performance, Seller accepts this order as written.

3. **CONFLICT OF INTEREST:** Seller warrants to the best of its knowledge that the submission of any offer related to this order does not constitute a conflict of interest in terms of negotiating for or having an arrangement with any City employee or elected or appointed member of City government, including any member of the employee's immediate family who may have participated directly or indirectly with the Assistant Finance Director. For intentional breach or violation of this warranty, the City shall have the right, at its discretion, to annul this agreement without liability, and Seller may be subject to damages and/or debarment or suspension.

4. **PRICE WARRANTY:** Seller warrants that the price of the ordered products or services does not exceed the price charged by Seller to any other customer purchasing the same products or services in like or smaller quantities, and under similar conditions of purchase.

5. **ASSIGNMENT:** This Order is not assignable by Seller in whole or in part, without the prior written approval of the Assistant Finance Director.

6. **TROPICAL HARDWOODS:** Seller shall not provide any tropical hardwood item to the City.

7. **AMENDMENTS AND MODIFICATIONS:** The Assistant Finance Director may at any time, by written CHANGE TO THE PURCHASE order, and without notice to the sureties, make a modification to this Agreement. Any claim by the Seller for adjustment under this clause must be asserted within 30 calendar days from the notification date.

8. **DISPUTES:** Except as otherwise provided in these terms and conditions, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Assistant Finance Director, who shall reduce this decision to writing and mail a copy to the Seller. The decision of the Assistant Finance Director shall be final and conclusive, unless Seller requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Seller shall proceed diligently with the performance of the Agreement and in accordance with the decision of the Assistant Finance Director.

9. **MEDIATION:** Should an unresolved dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process.

The cost of mediation shall be borne equally by both parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than sixty (60) days, unless the maximum time is extended by both parties.

10. **NON-DISCRIMINATION AND WORKPLACE POLICIES:** Seller, when providing a service, program, or activity to the public on behalf of the City, shall not discriminate in the employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight, or height of such person. Any seller who is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provision of federal law or executive order in the performance of any contract with the City, thereby shall be found in material breach of such contract and thereupon the City shall have the power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$25.00 for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

In addition, if Contractor will be providing a service, program, or activity to the public on behalf of the City, Contractor shall comply with the Americans with Disabilities Act and City's policies pursuant thereto, and shall be required to certify that they are in compliance with Sections 8350 – 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act.

11. **LIVING WAGE REQUIREMENTS:**

Bidder understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), Bidder will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services required pursuant to the solicitation.

Moreover, Bidder will require any of its successors, assigns, and subcontractors who receive any compensation or other emoluments arising out of the performance of the services required to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing such services.

12. PREVAILING WAGE REQUIREMENTS:

Effective January 1, 2015, the payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to projects for alteration, demolition, repair, or maintenance work over \$15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

For information, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

Use of Prevailing Wages vs. Living Wages: In the event that there is a difference between the amount of wages to be paid under the City's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to the contract. **PLEASE NOTE, with respect to Federal contracts, other requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.**

**It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.**

13. LAWS AND COMPLIANCE: Vendor shall abide by all Federal, State, and Local Laws, Ordinances, Regulations, and Statutes, including Occupational Safety and Health Administration standards, as may be related to the performance of duties under this agreement. In addition, the Seller, at Seller's sole expense, shall obtain all applicable permits and licenses that are required for performance hereunder. This Order shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

14. INSURANCE: Prior to commencing the services required by this Agreement, and at all other times this Agreement remains in effect, the VENDOR shall procure and maintain in full force and effect all of the insurance required by Attachment "A," attached hereto and incorporated herein by this reference.

15. INDEMNIFICATION AND HOLD HARMLESS: As a separate and independent covenant from VENDOR's obligations under Section 14 hereof, VENDOR shall indemnify, protect, defend with counsel acceptable to the CITY, and hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to VENDOR's performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, or wrongful conduct, VENDOR shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

VENDOR also understands and agrees that it is being employed to perform the services provided for by this Agreement because of VENDOR's professed expertise and experience in performing such services. In addition, VENDOR understands and agrees that while CITY or CITY's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by VENDOR pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, VENDOR waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by VENDOR pursuant to this Agreement.

The VENDOR's obligations under this Section of the Agreement shall survive the termination of the Agreement.

16. DELIVERY: Time is of the essence in the performance of this Agreement. Deliveries (as specified on the Order) shall be strictly in accordance with the quantities and schedule specified on the Order. If at any time it appears Seller may not meet such schedule, Seller shall immediately by verbal means (to be confirmed in writing) notify City of the reasons for, and estimated duration of, the delay, and if requested by City, make every effort to avoid or minimize the delay to the maximum extent possible, including the expenditure of premium time and shipping via air or other means of fast transportation. Any additional costs caused by these requirements shall be borne by the Seller, unless delay in delivery arises out of causes beyond the control and without the fault or negligence of Seller or its subcontractors. The foregoing requirements are in addition to all of the City's other rights and remedies, as may be provided by law.

17. INSPECTION: The materials, supplies, or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship, and materials, and except as otherwise provided in this Agreement, shall be subject to inspection and test by the City at all times and places. If any materials, supplies, or services are found to be defective or not as specified, the City may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduced price, which is equitable under the circumstances. Seller shall bear all risks as to rejected materials, supplies, and services and, in addition to any costs for which Seller may become liable to the City under other provisions of this Order, shall reimburse the City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this agreement for unaccepted materials, supplies, and services. Neither final acceptance nor payment shall relieve Seller of responsibility for faulty materials, supplies, or services.

18. TITLE: Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Seller to the City shall pass to the City upon the City's inspection and acceptance of such items at City's buildings.

19. PRODUCT LIABILITY: Seller warrants that it now has, or shall continue to maintain during the term of this order, insurance covering product liability should malfunction occur causing injury. Seller also warrants the reliability, suitability and completeness of the product, and guarantees that product shall be free from any destructive or malicious content, which would have an adverse effect on the City.

20. WARRANTIES: The City rejects any disclaimer by Seller of any warranty, standard, implied or express, unless specifically agreed to on the face of this Agreement.

21. GRATUITIES: The City may rescind the right of the Seller to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City, with the intent of influencing the award of this agreement or securing favorable treatment with respect to performance of this agreement.
22. CONFIDENTIALITY: Any reports, information, data, statistics, forms, procedures, systems, studies, and any other communication or form of knowledge given to or prepared or assembled by Seller under this Agreement, which City requests be kept confidential, will not be made available to any individual or organization by Seller without the prior written approval of the City.
23. NON-APPROPRIATION OF FUNDS: Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONTRACTOR's services beyond the current fiscal year, and if no funds are legally available from other sources to lawfully make the payments, this Agreement may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the current original or renewal term. The CITY will provide notice of its inability to continue the Agreement at such time as the CITY's Designated Representative is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the contract.
24. DEFAULT BY SELLER: The City reserves the right to cancel this order if goods or services are not delivered as directed within the time specified. In case of default by Seller, the City may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Seller, the difference between the price named in the Order and actual cost thereof to the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Assistant Finance Director.
25. TERMINATION: At any time, with or without cause, the City shall have the right, in its sole discretion, to terminate this Order by giving written notice to Seller. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice by personal delivery or mail. The City shall pay Seller as full compensation for performance up to the date of such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by the City, with respect to the undelivered or unaccepted portion of this Order; provided compensation hereunder shall in no event exceed the total order price.
26. INVOICE AND PAYMENT: Unless otherwise specified, a separate invoice shall be issued in duplicate for each shipment of product or service provided. Invoices shall contain the following information:
  - **Purchase Order or Contract/Agreement number**
  - **Description of items or services**
  - **Quantity or level of effort performed by unit of measure, unit price, and extended totals.**

**No invoice shall be issued prior to shipment of products or delivery of services. No payments shall be made until receipt of a correct invoice, and the City reserves the right to delay payment until the products or services have been accepted. Payment due dates, including discount periods, will be computed for the date of receipt of products and correct invoice (whichever is later). Payment shall not constitute acceptance of any product(s) or service(s). For the purpose of earning the discount, payment is to be made on the date of mailing of the City warrant or check.**
27. TAXES: The City is subject to California State sales and use tax. If you are licensed to collect this tax, include it on your invoice. The City is exempt from Federal Excise Tax (exemption certificates will be furnished by the Purchasing and Contracts Division upon request).
28. ENTIRE AGREEMENT: This Order constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings related thereto.
29. ACKNOWLEDGEMENT: Seller acknowledges that it has reviewed the City's terms and conditions and insurance requirements and that Seller hereby agrees to full compliance. The below signature will acknowledge receipt and acceptance of this agreement as written. NOTE that in accordance with Article 2, if Seller begins performance without written acknowledgement of this order, Seller accepts this order as written.

Please sign and return this acknowledgement by fax, e-mail, or return mail.

\_\_\_\_\_  
**OFFICIAL SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**COMPANY NAME**

APPROVED AS TO FORM  
 PER SBMC, SECTION 4.600.050  
 Gregory G. Diaz, City Attorney

**Attachment "A"**  
**INSURANCE REQUIREMENTS**

Prior to contract approval, **CONSULTANT/CONTRACTOR/SELLER/BIDDER** (hereafter referred to as "Contractor") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

**1. Coverage Types and Limits**

<p>a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products &amp; completed operations, and personal injury arising from the contractor's activities. Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit (CSL)</p>	<p style="text-align: center;">\$1 million \$2 million</p>
<p>b) Auto Liability for owned, hired, and non-owned vehicles per Occurrence (or non-owned &amp; hired if contractor has no autos). Auto Liability Aggregate or Combined Single Limit</p>	<p style="text-align: center;">\$1 million \$2 million</p>
<p>c) Worker's Compensation <i>with a Waiver of Subrogation in favor of the City</i> Employer's Liability</p>	<p style="text-align: center;">Statutory Limits \$500,000</p>
<p>d) Crime/Employee Dishonesty Policy <i>The Crime policy shall name The City of San Buenaventura as Loss Payee. Pertains to IT and Financial contracts. Contact Risk Manager for specific requirements.</i></p>	<p style="text-align: center;">\$0-1 million</p>
<p>e) Professional Liability Policy <i>See item (v) below for examples of Contractors that may need to supply evidence of this coverage.</i></p>	<p style="text-align: center;">\$0-1 million</p>
<p>f) Cyber Liability Policy with Network Security/Data Privacy Coverage <i>Pertains to contracts with IT component. Contact Risk Manager for specific requirements.</i></p>	<p style="text-align: center;">\$0-1 million</p>
<p>g) Technology E&amp;O/Technology Professional Liability <i>Contact Risk Manager for specific requirements.</i></p>	<p style="text-align: center;">\$0-1 million</p>

**2. Insurance Policy Provisions, Endorsements, and other Requirements**

**Contractor agrees to comply with the following additional requirements with respect to the insurance:**

- a) Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. As such, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies.
- b) Contractor waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Contractor's Worker's Compensation policy.
- c) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and

completed operations is required. If a "Blanket" endorsement is not available, Contractor may submit a combination of the following endorsements:

An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND an Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.

- d) Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.
- e) Each insurance policy required above shall provide that coverage shall not be canceled except with 30 days' notice to the City.
- f) The Description section of the Certificate must include the following language:  
*The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as an additional insured under the General Liability and Auto Liability policies. All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30 day notice of cancellation will be provided to the Certificate Holder.*
- g) A Certificate of Insurance must include the following language in the Certificate Holder section:  
*City of San Buenaventura, its officers, officials, agents, employees and volunteers  
P O Box 99  
Ventura, CA 93002*
- h) Contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.
- i) Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.
- j) Contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for any legal action between Contractor and City, between Contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, officials, employees, agents, or volunteers.
- k) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no Contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.
- l) Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury, and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverage.

- m) Coverage shall be written on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made” basis, Contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Contractor for all claims made by City arising out of any errors or omissions of Contractor, or the officers, employees or agents of Contractor during the time this Agreement was in effect.
- n) Contractor shall require all sub-contractors or other parties hired by Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and submit evidence of all such insurance. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.
- o) No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.
- p) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.
- q) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.
- r) Contractor shall provide immediate notice to City of any claim against Contractor or any loss involving Contractor that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.
- s) In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

**Please note:**

- t) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the Agreement (e.g. telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy.
- u) Workers Compensation insurance is not required if the Contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Contractor is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.

v) Professional Liability may be required for the following types of contractors. These are only examples and not an all-inclusive list. Contact Risk Manager for clarification and requirements.

Examples:

*Appraisers, notaries, imaging of records, EOC plan, Fair Housing assessments, trainers*

*Chemists, auditors, insurance agents and brokers, lawyers, laboratories, surveyors, building inspectors, traffic engineering services.*

*Ambulance services, actuaries, counselors, medical providers. Also includes engineers, architects, construction managers, hazardous materials evaluators, environmental impact evaluators. All IT related projects, contractors and consultants.*

w) Cyber Liability and Network Security/Data Privacy Coverage and Technology E&O/Technology Professional Liability coverage may be required in agreements that have an IT or data component. Contact Risk Manager for clarification and requirements.