



**ADDENDUM NUMBER 1: CLARIFICATIONS,  
QUESTIONS AND ANSWERS**

**FOR**

**HUMAN RESOURCE GENERALIST/BROKERAGE  
SERVICES**

**RFP Issued: May 7, 2019  
Addendum Number 1 Issued: May 16, 2019**

**Question #1:** *What is the current fee agreement for the HR Generalist services?*

**Answer #1:** The current agreement for HR Generalist services can be referenced at the end of this document.

**Question #2:** *How many hours per month (or year) are anticipated for the HR Generalist services?*

**Answer #2:** SVCE does not anticipate a set amount of hours for off-site HR Generalist services as long as the services are completed in an accurate and timely manner.

**Question #3:** *Is SVCE agreeable to issuing two separate contracts for Broker services and HR Generalist services?*

**Answer #3:** Yes.

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY  
AND  
J.D. ALLMAN, INC. DBA HR TO GO FOR  
HUMAN RESOURCES CONSULTING SERVICES**

THIS AGREEMENT, is entered into this 9th day of August, 2016 ("Effective Date"), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY, an independent joint powers authority, ("Authority"), and J.D. ALLMAN, INC. DBA HR TO GO, whose address is 1730 I Street, Ste. 240, Sacramento, CA. 95811 (hereinafter referred to as "Consultant") (collectively referred to as the "Parties").

RECITALS:

- A. Authority is an independent joint powers authority duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") with the power to conduct its business and enter into agreements.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.
- C. Authority and Consultant desire to enter into an agreement for human resources consulting services upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date set forth above, and shall automatically renew for successive one-year terms, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall perform each and every service set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

3. COMPENSATION TO CONSULTANT

Consultant shall be compensated for "Full Service Human Resource Consulting" services performed pursuant to this Agreement in a total amount not to exceed one thousand six hundred fifty dollars (\$1,650.00) per month based on the rates and terms set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference. In addition to the Full Service Human Resource Consulting services monthly fee, Consultant shall also be compensated for "Timekeeping & Payroll Processing" services performed pursuant to this Agreement based on the rates and terms set forth in Exhibit "A." The Timekeeping & Payroll Processing fees shall not exceed: a) a one-time five hundred dollar (\$500.00) set up fee; b) a one-time one hundred dollar (\$100.00) time clock activation fee; c) a fifty dollar (\$50.00) flat fee per month for web clock timekeeping and project allocation tracking; d) a ten dollar (\$10.00) fee per payroll check

processed; and e) a one dollar (\$1.00) fee per employee, per month per the Self Service Option.

In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services, hours worked, task(s) for which work was performed). Authority shall pay Consultant all properly documented and prepared invoices not subject to dispute within thirty (30) days of receipt of invoice by Authority.

#### Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority.

#### Additional Services

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority's Chief Executive Officer prior to commencement of any additional services. Consultant shall submit, at the Chief Executive Officer's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

#### 4. TIME IS OF THE ESSENCE

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

#### 5. STANDARD OF CARE

Consultant agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of similar specially trained professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel.

#### 6. INDEPENDENT PARTIES

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

#### 7. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated March 31, 2016, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Consultant shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

#### 8. NON-DISCRIMINATION

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee, or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

#### 9. HOLD HARMLESS AND INDEMNIFICATION

Consultant shall, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Authority and its members, officers, officials, agents, employees and volunteers from and against any and all liabilities, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to the negligence or willful misconduct of Consultant or Consultant's employees, officers, officials, agents or independent contractors in the performance of this Agreement, except where caused by the sole or active negligence or willful misconduct of Authority or its members, officers, officials, agents, employees and volunteers. Such costs and expenses shall include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the services or termination of this Agreement.

#### 10. INSURANCE:

A. General Requirements. On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "B," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority, Attention: Chief Executive Officer." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates.

B. Subrogation Waiver. Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance,

Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. Additional Insured. Authority, its members, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under any policy required by this Agreement if not named as such additional insured. An additional insured named hereunder shall not be held liable for any premium, deductible portion of any loss, or expense of any nature under any policy required by this Agreement or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by any policy required by this Agreement.

E. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

F. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Authority and the additional insureds.

## 11. CONFLICT OF INTEREST

Consultant warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

## 12. PROHIBITION AGAINST TRANSFERS

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, sublessee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding

capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a corporation, partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the entity.

### 13. SUBCONTRACTOR APPROVAL

Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance required by this Agreement. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the indemnity and insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

### 14. REPORTS

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to Authority the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority. Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by Authority in the execution or implementation of: (1) The original project for which Consultant was hired; (2) Completion of the original project by others; (3) Subsequent additions to the original project; and/or (4) Other Authority projects as Authority deems appropriate in its sole discretion.

C. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports shall also be provided in electronic format, both in the original file format (e.g., Microsoft Word) and in PDF format.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

**15. RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this agreement.

**16. PARTY REPRESENTATIVES**

The Chief Executive Officer shall represent the Authority in all matters pertaining to the services to be performed under this Agreement. Janelle Arsich shall represent Consultant in all matters pertaining to the services to be performed under this Agreement.

**17. CONFIDENTIAL INFORMATION**

Consultant shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority.

**18. NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

TO AUTHORITY:  
505 W. Olive Avenue  
Suite 130  
Sunnyvale CA 94086  
Attention: Chief Executive Officer

TO CONSULTANT:  
J.D. ALLMAN, Inc.  
DBA HR TO GO  
1730 I Street, Ste. 240  
Sacramento, CA. 95811



**19. TERMINATION**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, the Chief Executive Officer may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. The Chief Executive Officer shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving thirty (30) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance.

Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of reports, studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement.

**20. COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws.

**21. CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Santa Clara, State of California.

**22. ATTORNEYS' FEES**

If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and other costs incurred in any action or proceeding, in addition to any relief to which it may be entitled.

**23. ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority.

**24. WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT**

This Agreement, including all Exhibits attached hereto or incorporated herein by reference, represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

**26. AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal authority to do so on behalf of their respective party.

**27. INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

**28. CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**29. COUNTERPARTS**

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

J.D. ALLMAN, INC.  
DBA HR TO GO

By Janelle Arsich  
Title H.R. Consultant  
Date 8-20-16

SILICON VALLEY CLEAN ENERGY  
AUTHORITY  
A Joint Powers Authority

By [Signature]  
Title Chief Executive Officer  
Date 8/23/2016


RECOMMENDED FOR APPROVAL

[Signature]  
By: Melody Tovar  
Operations Manager

APPROVED AS TO FORM:

  
Counsel for Authority

ATTEST:

  
Authority Clerk



## Attached as Exhibit "A" to Agreement with Silicon Valley Clean Energy Authority

HR to Go will provide human resources consulting services to Silicon Valley Clean Energy Authority as follows:

### Full Service Human Resource Consulting

- Create a CA Compliant Employee Manual to ensure recent laws and court decisions have been incorporated, including best practices and proper language has been used.
- Provide yearly updates to your Employee Manual as needed.
- Review your existing Illness and Injury Prevention Program for your office environment (SB198, OSHA) – and update as needed.
- Implement standard OSHA workplace safety protocols according to your current Illness and Injury Prevention Plan.
- Provide recommendations on employee terminations and exits.
- Create new hire and termination packets with all required forms and brochures.
- Act as your health insurance broker during the year and at open enrollment time to assist in benefit choices and new hire paperwork completion. Shop around for benefit plans to ensure you're getting the best possible plans, coverages and rates. *(No additional charge for this broker service, but included with everything. Client is responsible for payment of medical premiums through Cal Choice)*
- Act as your workers' compensation broker and shop the market for the best possibly policy for your organization. *(No additional charge for this broker service, but included with everything. Client responsible for payment of W/C premium)*
- Assist with workers' compensation claim filing and administration.
- Furnish a Managers Survival Guide for addressing personnel issues and legal compliance including over 50 necessary forms for optimum business management. Essential forms include:
  - Job application
  - Interview checklists and tools
  - New hire checklist
  - Offer letter
  - Confidentiality agreement
  - Authorization for payroll deduction
  - Personal physician designation
  - Performance review forms
  - Pre-termination checklist (risk factors)
  - Termination checklist
- Provide consulting assistance to the management team on employee performance, discipline and other HR issues as they arise; provide coaching to managers and staff to improve performance and morale; advise on all employee separations.
- Provide performance management tools and forms.
- Provide legally required employment posters for each year.
- Review and update current job descriptions (complaint with ADA, FLSA, and OSHA regulations) for each position.
- Review exempt and non-exempt positions to ensure they are classified correctly based on state and federal regulations and provide a checklist for future determination.



- Manage all employee's leaves of absences, including sending out required letters and tracking time off.
- Provide a personnel file contents checklist to ensure everything required is contained in the personnel files.
  - Organize and assemble personnel files to ensure items are filed correctly. Supplies charged separately.
  - Furnish a model personnel file as a reference for filing of future employment paperwork and documentation.
  - Create a legally compliant recordkeeping system for the following items:
    - I-9 documentation
    - Emergency contacts
- Oversee all harassment claims and investigations.
- Review wage, benefit or employee surveys as necessary.
- Provide one year **unlimited** Human Resources advisory services via phone, email or fax on an as needed basis available Monday through Friday, 9-5.
- Responding to government complaints from DFEH, DOL, OSHA, depositions and hearings, etc., will be billed at an extra hourly rate, if they exceed more than 4 hours of work in any one month.
- Provide on-site visits, as needed to handle onsite issues, employee relations, etc. billed at \$200 per hour.

**TOTAL COST:** \$1,650.00\* per month for a minimum of twelve months. Payment via credit card or ACH required. *5% Discount available for annual balances paid in full upon contract signing.*

*\* Pricing reflects a non-profit discount.*

#### **Timekeeping & Payroll Processing**

- Prepare and distribute payroll checks, on a bi-weekly basis.
- Process direct deposit of wages to bank accounts.
- Paystubs are available on line to support paperless operation, or they can be overnight mailed to location of choice.
- Provide customized web based human resource software solution to eliminate duplication of tasks, streamline the process and support a paperless operation.
  - Track employee sick & vacation accruals
  - Allows user to access over 100 reports which can be organized for your specific needs
- Process year end W2s.
- Conduct payroll data maintenance.
- Provide blank checks to enable processing of onsite, manual checks as needed.
- Process federal, state and local withholding and tax deposits.
- Administer payroll related record keeping, audits, inquiries and verifications.
- Payroll software management and accounting (GL) entries – Payroll compatible with most software.
- Manage tax changes.
- Process stop payments or voided checks at \$25.00 per check.



**TOTAL PAYROLL COST:** \$500.00 one time set up fee  
 \$10.00 per check processed  
 \$1.00 per employee, per month for Self Service Option  
 \$50.00 flat fee per month for web clock timekeeping & project allocation tracking (onetime \$100.00 time clock activation).

**CLIENT: Silicon Valley Clean Energy Authority**

By: Tom Tabak  
 (Client Rep Signature)  
Chief Executive Officer  
 (Title)  
8/9/2016  
 (Date)

(Print Name), individually and as Guarantor of Client Company

**J.D. ALLMAN, INC.  
DBA HR TO GO**

By: Janelle Arsich  
 Name: Janelle Arsich  
 Title: H.R. Consultant  
 Date: 8/20/16

**Resource Commitments**

HR to Go will provide Janelle Arsich as project leader. She will be continually involved in all aspects of the project and serve as primary interface with designated Silicon Valley Clean Energy Authority staff. We will at various times use other HR to Go consultants and support staff as necessary to successfully complete the objectives of this project. Silicon Valley Clean Energy Authority will provide HR to Go with reasonable access to key management, staff, related documentation, and organization information as appropriate to successfully complete this project.

**Exhibit B**  
**Insurance Requirements and Proof of Insurance**

Proof of insurance coverage described below is attached to this Exhibit, with Authority named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**  
Statutory coverage as required by the State of California.
- (2) **Liability:**  
Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required.
- (3) **Automotive:**  
Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
- (4) **Professional Liability**  
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.