

TO: TOWN COUNCIL
FROM: TOWN MANAGER 
RE: CONSENT ITEM
PLACER SUSTAIN AGREEMENT FOR ENERGY PROJECT

ISSUE

Factors appear to be coming together to do a model energy project and Placer Sustain is prepared to assist the Town in coordinating the various aspects to get the project done.

RECOMMENDATION

Approve entering into agreement with Placer Sustain to do an energy project in the Loomis downtown at a cost not to exceed \$5,000.00 and authorize Mayor to sign an agreement satisfactory to the Town Attorney.

CEQA

There are possible CEQA issues depending on what it is finally proposed as a project however it is believed that an exemption or negative declaration would be appropriate for an energy project.

MONEY

Costs of infrastructure that the Town may have to pay for, if any, are unknown at present. There will be a cost of up to \$5,000.00 for Placer Sustain to do the coordination needed, prepare documents, submit for grants and file reports. That money would be paid from personnel savings in the Planning Department due to a vacant position that is expected to stay vacant through the end of the year which is also the end of the agreement with Placer Sustain for this energy project.

DISCUSSION

Placer Sustain and Town staff defined an energy project that could be accomplished using the various services (PGE, Sierra Business Council, etc) and programs provided by those entities, as well as grant and loan programs that may be available at the Federal, State and County levels. A project idea was developed (see below) that could provide energy savings to businesses from Taylors Hamburger to WW Moulding.

Placer Sustain is ready to help move the project along by doing the work noted in the attached draft agreement for services. They would coordinate with energy providers and other agencies, contact business and property owners, assist in the identification and scheduling of work to be done (such as installing solar, building weatherization, etc), fill out and file paperwork and solicit funds to pay back the Town funds being advanced to them to carry out this project. In addition they may obtain other money for time Placer Sustain may spend in excess of that which would be paid by the Town. The agreement caps the Town payment at 70 hours of time spent by Placer Sustain.

The timing is very good but quite short to get a project done because there is a Federal tax credit program that is due to end this year, December 31, 2011. It is not expected that the program will be continued. So time is of the essence. The sense is that there are enough of the pieces of the puzzle in place to move this project along. Placer Sustain is ready and able to help. Town staff is too stretched at present to do more than assist here and there on the matters that require Town actions. It is envisioned that the Town will need to approve a property lease agreement for use of Town property and make an environmental determination. Those issues will need to be discussed with the Town Attorney.

Assuming this project gets done, the Town will receive a parking lot shade structure in the Blue Anchor Park parking lot and possibly other locations. The Blue Anchor Park shade structures could hold the solar panels needed to supply power to the businesses along that parking lot. Additionally, the Town may get solar panels on the park shade structure which power can be used for the Depot, parking lot lighting and other electrical needs of the Town in that area. There may even be sufficient power to offset some electrical use at Town Hall and the Corp Yard under a new program that PGE has for power use offsets. There are many details to work out and Placer Sustain will coordinate that effort.

ENERGY PROJECT IDEA: Increase the energy efficiency of buildings and install solar electricity that will provide private businesses, a private non-profit, and a municipal government entity sufficient energy to pay for all or most of their respective electrical needs in a cost effective manner.

BUILDINGS: 12 buildings housing 20 different types of businesses

*Blue Goose Shed	3550 Taylor Rd	Randy Elder	916-652-8555
Blue Goose Produce	3550 Taylor Rd	Mark Foley	916-652-8341
The Loomis News	3550 Taylor Rd	Joyia Emert	916-652-7939
Golden Eagle Automotive	3590 Taylor Rd	Mohammad Koya	916-652-1100
Taylor's Restaurant	3636 Taylor Rd	Suzanne Carlon	916-652-8255
Building Owner	3640 Taylor Rd	Eric Peterson	
Simply Portraits	Suite B	Tim Raibley	916-652-2286
Subway Sandwiches	Suite A	Mohammad Sharif	916-652-7056
Wild Chicken	Suite C & D	Charlotte Reynolds	916-652-3332
Nelthorpe & Son	3650 Taylor Rd	Peggy Sparks	916-652-7902
Wells Fargo Bank	3680 Taylor Rd	A. Krowkowski	612-667-7728
Christensen's	3690 Taylor Rd	Barbara Potison	916-652-4592
U. S. Bank	3700 Taylor Rd	_____	916-652-5868
Loomis Star Liquor	3710 Taylor Rd	Rawail Singh Guotra	916-652-2160
Vintage Charm	3722 Taylor Rd	Ann black-Fleming	916-612-7724
Earth Central	3726 Taylor Rd	Deborah Roberts	916-652-8768
*High Hand Nursery	3750 Taylor Rd	Scott Paris	916-660-0017
The Tin Thimble	3750 Taylor Rd	Sharon Mansfield	916-652-2134
High Hand Café	3790 Taylor Rd	Scott Paris	916-652-2065
High Hand Gallery	3790 Taylor Rd	Patricia Sokloloski	916-259-4298
*W & W Moulding	3800 Taylor Rd	Victor Williams	916-652-5723

NOTE: * indicates facilities partially or fully sitting on Town owned land.

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20___, by and between the TOWN OF LOOMIS ("Town"), and PLACER SUSTAIN ("Consultant").

WITNESSETH:

WHEREAS, the Town desires to have assistance with processing an energy saving project for certain downtown Loomis business; and

WHEREAS, the Consultant, a 501 (c) (3) private non-profit entity (ID# 31675), has offered to do the processing needed and is duly licensed, qualified and experienced to perform the services to implement an energy saving project;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the Town. The Consultant shall have no power or authority by this Contract to bind the Town in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Town. The Town shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the Town, and conclude at the close of business December 30, 2011, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit "A."

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The Town Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses and for all time and materials required and expended, but in no event shall total compensation exceed Five Thousand Dollars and no cents (\$5,000.00), without Town's prior written approval.

B. Said amount shall be paid upon submittal of a monthly billing detailing expenses incurred the previous month. Consultant shall furnish Town with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Overhead and expense in the amount of \$450.00 shall be included in the first billing statement. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Town's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the Town, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than seven [7] calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon any such termination, Consultant shall be entitled to compensation for all authorized work performed up to the effective date of termination.

B. The Town may temporarily suspend this Contract, at no additional cost to Town, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Town gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by Consultant, and the Town may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Town from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the Town shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the Town in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF TOWN:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the Town, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the Town shall be entitled to, and the Consultant shall deliver to the Town, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Town which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Town.

8. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be Town's responsibility to

obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist Town in providing the same.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the Town on all matters relating to this Contract. The project manager shall continue in such capacity with the Town unless and until he or she is removed at the request of the Town, is no longer employed by Consultant, or is replaced with the written approval of the Town, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the Town for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Town may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town, which will not be unreasonably withheld. Consultant shall be as fully responsible to the Town for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the Town which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the Town under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Town.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the

subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the Town's conflict of interest code in accordance with the category designated by the Town, unless the Town Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the Town code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the Town conflict of interest code if, at any time after the execution of this Contract, Town determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the Town.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Town, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the Town as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or, in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the Town with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms approved by the Town. As an alternative, Consultant may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. The Consultant agrees to furnish one copy of each required policy to the Town, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant.

C. Professional liability insurance shall not be required. Consultant shall only be required to provide Officers and Directors liability insurance in reasonable and mutually acceptable coverage amounts.

D. In addition to any other remedy the Town may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Town may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Town may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

F. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the Town.

G. Aggregate Limits/Impairment

If any of the above-required insurance coverages contain annual aggregate limits, you must give the Town notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. The Town has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect Town's protection, are allowed without Town's prior written consent.

H. The requirement as to types, limits, and the Town's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

I. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following

coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the Town. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of this Contract.

J. Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

2. The insurer shall agree to waive all rights of subrogation against the Town for losses arising from work performed by the Consultant.

K. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence.

The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

1. Provision or endorsement naming the Town and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

2. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers to the extent the Town is an additional insured. Any insurance or self insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

3. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the Town, its officers, officials, employees, or volunteers.

4. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section 15, Indemnity and Litigation Costs.

L. Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than [\$1,000,000] per claim.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the Town and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Town: Town of Loomis
Attn: Town Manager
P. O. Box 1330
Loomis, CA 95650

Consultant: Placer Sustain
6316 Wells Ave
Loomis, CA 95650

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. The Town shall provide meeting space at no charge at Town facilities as needed to accomplish the Project, subject to the Town's scheduling requirements and availability. This does not provide Town office space or use of Town office supplies or equipment.

TOWN OF LOOMIS

By: _____
Title:

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

CONSULTANT

By: _____
Title:

EXHIBITS

EXHIBIT "A" _**LOOMIS ENERGY PROJECT**

Consultant shall perform the following work to facilitate an energy conservation and solar energy project located in downtown Loomis between Taylor Road and Union Pacific railroad right-of-way, from Webb St to and including the WW Moulding shed.

1. Coordinate with PGE, Sierra Business Council and others to identify and apply available energy programs. (estimate 10 Hours)
2. Contact business and property owners to explain programs and solicit participation. (estimate 10 Hours)
3. Provide continuing assistance and coordination as needed between business and property owners, and energy assistance providers to secure the implementation of energy projects, including (estimate 25 Hours):
 - A. Schedule energy audits at interested businesses and report on results.
 - B. Make a recommendation based on energy audits, business energy needs and business willingness to participate in a energy program whether there is sufficient interest and financing to proceed with a project.
 - C. Facilitate securing grants and loans that may cover all or a portion of the costs.
 - D. Meet with Business and Property Owners to assist in securing contracts with energy program providers and contractors.
4. Conduct liaison between the Town of Loomis and Business/Property Owners to the extent Town of Loomis Assistance is required to implement the energy projects, e.g. ground leases for solar shade structures on Town property (estimate 10 Hours)
5. Solicit businesses in the program and other individuals and entities, such as but not limited to PGE, for money to pay back the costs that are incurred by the Town in this contract to the greatest extent possible and to pay Placer Sustain costs that may exceed this contract. In any case money obtained by Placer Sustain shall first be paid to the Town up to the amount the Town may expend.

6. Assist the Town in identifying a governmental energy project for Town facilities, if feasible, including coordination with energy provider technical assistance, funding, and/or financing. (estimate 15 Hours)

Total estimated hours: 70 Hours

Total estimated cost: \$4,550.00 plus \$450.00 for overhead and administration

Work hours for particular tasks can be reallocated, as needed, however the Town shall only pay for 70 hours total at the rate of \$65.00 per hour.

EXHIBIT "B"**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this contract.

CONSULTANTS

By:

[Title]