



Notice Publication Date: August 14, 2026

PUBLIC NOTICE

A PUBLIC MEETING OF THE GOVERNING BOARD OF THE CALIFORNIA RESIDENTIAL MITIGATION PROGRAM

NOTICE IS HEREBY GIVEN that the Governing Board of the **California Residential Mitigation Program (CRMP)** will hold an open, teleconferenced meeting in Sacramento, California pursuant to Government Code section 11123.2. Members of the public may attend using the Microsoft Teams link, the dial-in number, or in-person at the teleconference location, each of which is provided below. A majority of the members of the board will be physically present at the teleconference location provided below in accordance with Gov. Code section 11123.2(j). The Bagley-Keene Open Meeting Act applies generally to meetings of the board, and the meeting is open to the public—public participation, comments, and questions will be welcome for each agenda item. All items are appropriate for action if the governing board wishes to take action. Agenda items may be taken out of order.

DATE: Tuesday, August 25, 2026

TIME: 1:00 p.m.

TELECONFERENCE LOCATION:

California Earthquake Authority
400 Capitol Mall
Suite 1200
Sacramento, CA 95814

TEAMS ACCESS TO MEETING: *

By Computer (Open the Microsoft Teams App, or navigate to <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>):

Enter Meeting ID: 271 951 558 595 170

Passcode: LE7KJ2Cm

Direct Link: [Join Now](#)

By Phone: +1 323-886-4439 United States, Los Angeles (Toll)

Enter Conference ID Number: 700 792 722#

*CRMP may be unable to control unforeseen technical difficulties of the platform's audio feed of this meeting; if such technical difficulties occur, CRMP will take reasonable actions to resolve the technical difficulties to avoid disruption to public participation in the future. When required, CRMP will adjourn the meeting in accordance with Gov. Code section 11123.2(o).

Public Participation: The telephone lines of members of the public who dial into the meeting to observe and comment will initially be muted to prevent background noise from disrupting the meeting. Public phone lines will be unmuted during all portions of the meeting that are appropriate for public comment, to allow members of the public to comment. Please see additional instructions below regarding Public Participation Procedures.

PUBLIC PARTICIPATION PROCEDURES: All members of the public shall have the right to observe the meeting and offer comment during this meeting as outlined below. The acting Chair of the Governing Board will indicate when a portion of the meeting is to be opened for public comment. As indicated below, please register in order to provide comment. When it is your turn to comment, unmute your line, introduce yourself and proceed with your comment. The Chair of the meeting reserves the right to limit the time for comment. Members of the public should be prepared to complete their comments within approximately three (3) minutes, but more or less time may be allotted by the Chair.

If you wish to provide a public comment, please register with Maura White via email at mwhite@calquake.com at least one hour prior to the start of the meeting to ensure your participation. Any submitted email requesting to speak during public comment should include reference in the subject line of the email referencing this meeting, and the body of the email should specify if the comment is or is not regarding a specific agenda item.

ACCESSIBILITY ACCOMMODATIONS: Pursuant to the Americans with Disabilities Act, persons who need assistance in order to participate in this meeting should, prior to the meeting, contact Maura White via email at mwhite@calquake.com. We would appreciate hearing from you at least five (5) calendar days before the meeting date to best allow us to meet your needs.

AGENDA:

1. Call to order and member roll call:

Lori Nezhura, Chair; Deputy Director, Cal OES

George Sittner, Vice Chair; Chief Insurance and Claims Officer, CEA

Eric Swanson, CRMP Board Member; Deputy Director of Finance and Administration, Cal OES

Tracy Palombo, CRMP Board Member; Reinsurance and Risk-Transfer Director, CEA

Establishment of a quorum

2. Consideration and approval of the minutes of the June 30, 2026, CRMP Governing Board meeting.
3. CRMP independent auditors, Plante Moran, PLLC, will present the Report of Audit on CRMP Annual Financial Statements (2025) and Single Audit (2025).
4. CRMP Treasurer Benjamin Kirwan will review the CRMP financial statements as of June 30, 2026.
5. CRMP Executive Director Janiele Maffei will present her executive report.
6. CRMP Managing Director Stephanie Stephens will present the CRMP Mitigation update.
7. CRMP Managing Director Stephanie Stephens will present request to approve staff's recommendation to authorize executive director Janiele Maffei to negotiate and execute the contract for the RFP-Q08-18 Inspections Services, subject to minor conforming and

clarifying changes acceptable to the Executive Director and Counsel for CRMP, for approval.

8. Public comment on items that do not appear on this agenda and public requests that those matters be placed on a future agenda.
9. Adjournment.

Inquiries/General Information:

Maura White

mwhite@calquake.com

To view this notice on the CRMP website, please visit <https://www.crmf.org/about-us/public-meetings>

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Persons with disabilities may request special accommodations at this or any future CRMP Governing Board meeting or may request the accommodation necessary to receive agendas or materials prepared for its board meetings.

Please contact Maura White by email at mwhite@calquake.com. We would appreciate hearing from you at least five days before the meeting date to best allow us to meet your needs.

NOTE: You might have received this notice because your name, or that of your organization, appears on a public-notice list maintained by the California Earthquake Authority. If, in the future, you do not wish to receive public notices pertaining to the California Residential Mitigation Program, please send your request by email to info@crmp.org.

August 25, 2026

Agenda Item 2: Consideration and Approval of Board Minutes

Recommended Action: Review and Approve Board Minutes

Background:

Approval of Board minutes from June 30, 2026.

Recommendation:

Staff recommends approval of the Board teleconference minutes from June 30, 2026.



Draft Meeting Minutes
are not available.

Please see CRMP Governing
Board Meeting
Approved Minutes.

August 25, 2026

Agenda Item 3: Independent Financial Auditor, Plante Moran PLLC, Presentation of Results of 2025 Financial Audit

Recommended Action: No Action Necessary

Background:

Plante Moran, PLLC California Residential Mitigation Program's independent auditors, has performed an audit of CRMP's financial statements for the year ended December 31, 2025.

- The independent auditor conducted an audit of CRMP's financial statements with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards.

The 2025 CRMP Audit Report that contains financial statements prepared in accordance with accounting principles generally accepted in the United States of America are found in Attachment A and consist of the following:

- Independent Auditor's Report
- Management's Discussion and Analysis (MD&A)
- Audited Financial Statements and accompanying notes
- Supplementary Information

Plante Moran also performed a Single Audit of CRMP's federal awards for the year ended December 31, 2025. The Single Audit consists of the following:

- Independent Auditor's Report
- Schedule of Expenditures of Federal Awards
- Notes to Schedule of Expenditures of Federal Awards
- Schedule of Findings and Questions Costs

Analysis:

According to the Independent Auditor's Report, CRMP's 2025 audited financial statements present fairly, in all material respects, the financial position of CRMP, in conformity with accounting principles generally accepted in the United States of America.

According to the Single Audit Report, CRMP complied with compliance requirements for each major federal program, and there were no findings or questioned costs, reported in the Schedule of Findings and Questioned Costs.

Recommendation:

Information only – no action necessary.

August 25, 2026

Agenda Item 4: Treasurer's Financial Update

Recommended Action: No Action Necessary

Background:

CRMP Treasurer, Ben Kirwan, will review the CRMP financial statements as of June 30, 2026.

Recommendation:

Information only – no action necessary.

California Residential Mitigation Program
(CRMP)

FINANCIAL
REPORT

BOARD MEETING
Tuesday, August 25, 2026

California Residential Mitigation Program

Balance Sheet

As of June 30, 2026

Unaudited

Assets

Cash and cash equivalents	\$ 14,045,432
Accounts receivable	<u>5,785,532</u>
Total assets	<u><u>19,830,964</u></u>

Liabilities and Fund Balance

Liabilities:

Accounts payable and accrued expenses	<u>218,166</u>
Total liabilities	<u>218,166</u>

Fund Balance:

Unassigned	<u>19,612,798</u>
Total fund balance	<u>19,612,798</u>
Total liabilities and fund balance	<u><u>\$ 19,830,964</u></u>

California Residential Mitigation Program
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Six Months Ending June 30, 2026
Unaudited

Revenues:

Contributions from other governments	\$ 12,150,147
Investment Income	38,213
Total revenues	<u>12,188,360</u>

Expenditures:

Administration and office expenses	145
Audit fees	51,800
Board meeting expenses	603
Grants to homeowners	11,691,611
Inspection services	96,100
Insurance	42,000
Software and IT support	64,574
Legal services	101,347
Marketing services/program education	62,621
Call center	<u>3,522</u>

Total expenditures	<u>12,114,323</u>
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Net change in fund balance	74,037
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Fund balance, beginning of year	<u>19,538,761</u>
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Fund balance, end of period	<u><u>\$ 19,612,798</u></u>
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California Residential Mitigation Program
Budgeted Expenditures and Actual Expenditures
2026 Budget Year
as of June 30, 2026

	2026 Actual Revenues and Expenditures	Approved 2026 Budget	Variance \$	%
Revenue				
FEMA ¹	\$ 12,150,147	\$ 22,175,000	\$ (10,024,853)	-45.21%
Investment Income	38,213	-	38,213	N/A
Total Revenue	\$ 12,188,360	\$ 22,175,000	\$ (9,986,640)	-45.04%
 CRMP Administration Expenses				
Administration & Office	\$ 145	\$ 4,250	\$ 4,105	96.59%
Board Services	603	2,000	1,397	69.85%
Call Center	3,522	7,000	3,478	49.69%
EBB Marketing/Program Education	62,621	404,000	341,379	84.50%
Financial Audit	51,800	62,500	10,700	17.12%
Home Inspection Services	96,100	254,040	157,940	62.17%
Insurance	42,000	84,000	42,000	50.00%
Legal Services	101,347	175,000	73,653	42.09%
Software/IT Support	64,574	114,700	50,126	43.70%
Travel	-	1,500	1,500	100.00%
Total Administration Expenses	422,712	1,108,990	686,278	61.88%
 Grants to Homeowners				
Grants to Homeowners - EBB	17,800	100,000	82,200	82.20%
Grants to Homeowners - FEMA 4308	11,630,811	20,000,000	8,369,189	41.85%
Grants to Homeowners - FEMA 4407 ESS	43,000	1,560,000	1,517,000	97.24%
Total Grants to Homeowners	11,691,611	21,660,000	9,968,389	46.02%
 Total Administrative and Grants to Homeowners	\$ 12,114,323	\$ 22,768,990	\$ 10,654,667	46.79%

¹ FEMA revenue is received on a reimbursement basis. The revenue represents the consumer incentives completed for the FEMA programs along with a portion of reimbursable administrative expenses for the FEMA programs. The FEMA revenue will be adjusted monthly to reflect the reimbursement.

August 25, 2026

Agenda Item 5: Executive Report by Executive Director Janiele Maffei

Recommended Action: No Action Necessary

Background:

Executive Director Janiele Maffei will provide an update on the CRMP and CEA mitigation interests and projects.

Recommendation:

Information only – no action necessary.

August 25, 2026

Agenda Item 6: California Residential Mitigation Program Incentive Programs

Recommended Action: No Action Necessary

CRMP Retrofit Programs Overview:

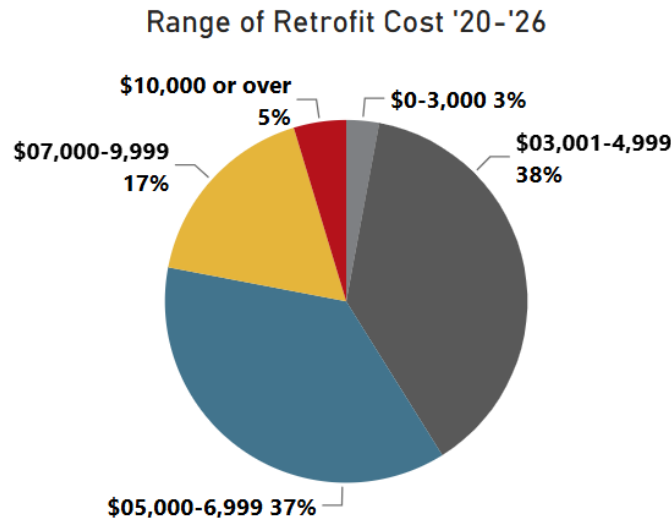
As of August 17th, more than 40,051 residential seismic retrofits have been completed. This is an increase of 1,014 retrofits from the previous Governing Board meeting (June 30, 2026).

Earthquake Retrofit Programs 8/17/2026 CRMP and CEA by Program Cycle			
Program	Completed	In Progress	Status
2014-2018 EBB	7,596	N/A	Closed
FEMA Napa EBB	110	N/A	Closed
CEA BB	1,340	N/A	Closed
CRMP 2019 EBB	642	3	Open
FEMA EBB – HMGP DR 4308, 4344, & 4407	30,300	475	Open
FEMA ESS – HMGP DR 4407	63	101	Open
Total	40,051	579	

Earthquake Brace + Bolt (EBB) Program:

CRMP has through February 2027 to expend the remaining funds from the \$86 million DR-4308 EBB grant. In an effort to expend the remaining available funds prior to the period of performance expiration of this grant, CRMP launched a second (“EBB 2.0”) 2025 campaign and registration, from August 20th through October 1st. This registration period saw over 17,800 registrants for the EBB program, including over 1,900 non-owner occupied. Homeowners with active grants from this registration cycle have been notified that they must complete their retrofits by October 13, 2026, to be eligible for reimbursement.

The cost of EBB retrofits within specific ranges remained stable during this reporting period. For all retrofits completed, 78% cost \$6,999 or less, with the average continuing to remain consistent at approximately \$6,156 statewide.



Earthquake Soft-Story (ESS) Program:

As of August 13th, a total of 63 retrofits have been completed and reimbursed under the HMGP DR-4407 Earthquake Soft-Story (ESS) Pilot Program. An additional 101 retrofits are currently in process.

There are currently 100 properties that have been submitted to FEMA for Environmental and Historic Preservation (EHP) review that are still pending. Since January 2025, only 15 properties have been approved by FEMA EHP. CRMP is actively collaborating with Cal OES and FEMA to explore strategies for expediting the FEMA award process going forward.

The Period of Performance (POP) for this grant expires on January 3, 2027. Due to federal funding restrictions, FEMA has not awarded the ESS properties pending their review in a reasonable timeframe, and has stated that there will be no additional time extensions for this round of funding. We are actively conducting outreach to our legislative representatives in districts where ESS is currently operating to advocate for the release of these funds.

Future Funding Opportunities:

- **HMGP DR4683:** Notified by Cal OES on January 15, 2025, that this application was approved. Phase 1 program development was completed in early 2026. Phase 2 is expected to begin as early as next quarter, pending Cal OES and FEMA approval. The request was initiated in late 2025, with a formal request documented as of January 9, 2026.

- **HMGP DR4769:** Notified by Cal OES on May 19, 2025, that an EBB application was submitted to FEMA for funding for \$1.7M.
 - Per Cal OES request, revised request for \$2.3M total submitted on May 21, 2026.
- **HMGP DR4856:** CEA submitted three subapplications to Cal OES on September 15, 2025. All three have been forwarded to FEMA for review and award:
 - \$5M for Earthquake Soft-Story (ESS) program - under Cal OES review
 - \$32M for Earthquake Multi-Unit Retrofit (EMR) program. This request would replace the lost Phase 2 funding from the termination of the FEMA BRIC program – under Cal OES review
 - \$30M for Earthquake Brace + Bolt (EBB) program – under Cal OES review

Other Items of Interest:

- **EHP Process Agreement:** FEMA and Cal OES are in the process of updating the existing Process Agreement made between FEMA EHP, the SHPO, Cal OES and CRMP which allows CRMP to approve EBB retrofits funded through FEMA grants without requiring EHP review and approval. If all parties agree, this update will expand the current process in place for the DR-4308 EBB grant to all open and existing FEMA EBB grants.
- **Status of BRIC:** On April 4, 2025, FEMA terminated the BRIC program, resulting in the loss of ~\$33M in Phase 2 funds for both EMR grants. California joined 19 other states in filing a lawsuit against the current administration in response to the termination of BRIC funding.
 - On December 11, 2025, a judge ruled in favor of the states requiring FEMA to restore BRIC funding.
 - CRMP will open the first EMR registration period August 19 – September 30, to 14 eligible cities across California; six cities in Northern California and eight cities in Southern California.
 - CRMP will submit Phase 1 deliverables to Cal OES after close of first registration period on September 30, 2026.

Recommendation:

Information only – no action necessary.

August 25, 2026

Agenda Item 7: Inspection Services Contract with Twining, Inc.

Recommended Action: Approval to authorize executive director Janiele Maffei to negotiate and execute an Inspection Services contract with Twining, Inc.

Background:

California Residential Mitigation Program (CRMP) issued a Request for Proposals and Qualifications (RFP-Q) on June 1, 2026, for Inspection Services. The submission deadline was July 13, 2026, and yielded one response. The Request for Qualifications and Proposals (RFP-Q) was advertised, proposals received and scored, interviews conducted, and determination made.

Procurement Process:

On June 1, 2026, CRMP issued an RFP-Q for inspection services (CRMP RFP-Q #08-18) with a final proposal submission date of June 1, 2026.

Advertisements for RFP-Q were as follows:

- Posted on the California Residential Mitigation (“CRMP”) website.
- Posted to CRMP Social media-LinkedIn.
- Sent email advertisement of the posting to approximately twenty-seven (27) recipients identified as industry leaders or previously interested inspection service providers.

Two questions were asked by potential proposers and answered by staff. One proposal was received by the final proposal submission date, by Twining, Inc.

Evaluation Process:

Proposals were reviewed for compliance with the requirements of the RFP-Q for format, required submission components, and minimum qualifications. The one proposal received was determined to have met all required criteria. The interview was conducted on August 5, 2026.

After the interview, review of proposer scores and final discussion between the panel members, CRMP staff determined it is in the best interest of CRMP to proceed with awarding of the inspection services

contract in the approximate amounts listed below, to be awarded to Twining, Inc., based on CRMP's completed review of proposer scores and discussion between panel members.

Contract payments will be made under CRMP-issued work orders and will be paid at the rate(s) specified in the RFP-Q.

Fee Schedule:

- Initial Inspection \$1,220.00/home/visit
- Completed Retrofit Inspection \$1,220.00/home/visit
- Inaccessible Crawl Space Inspection \$1,220.00/home/visit
- Attempted Inspection \$610.00/home/visit
- A Home Visit Premium will apply if only one home can be inspected in a given day due to CRMP requirements or due to the geographic location of the home, with prior written approval by CRMP.
 - \$275.00 / Premium Per House Rate

Recommendation:

Approve staff's recommendation to authorize executive director Janiele Maffei to negotiate and execute the contract with Twining, Inc. as the proposal in the best interest of the CRMP, utilizing the terms and conditions specified in the RFP-Q subject to minor confirming and clarifying changes acceptable to the Executive Director and Counsel for CRMP.

EXHIBIT "A"

CALIFORNIA RESIDENTIAL MITIGATION PROGRAM PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____ by and between the California Residential Mitigation Program, a public agency organized and operating under the laws of the State of California ("CRMP"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). CRMP and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. CRMP is a public agency of the State of California and is in need of professional services for the following project:

Inspection services for statewide incentive program

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for CRMP to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the CRMP with the services described in the Scope of Services attached hereto as Attachment "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the CRMP shall pay for such services in accordance with the Schedule of Charges set forth in Attachment "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____. This amount is to cover all inspections and

related costs, as outlined in Attachment A. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the CRMP, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the CRMP by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the CRMP and executed by both Parties before performance of such services, or the CRMP will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by CRMP.

5. Time of Performance

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the CRMP to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work. The term of this Agreement shall commence upon its full execution and shall continue for three (3) years and at CRMP's option for not to exceed two (2) additional one-year periods, provided that this Agreement may be terminated prior to the conclusion of such times pursuant to section 18, infra. In no event shall the term of this Agreement exceed five (5) years.

6. Delays in Performance.

a. Neither CRMP nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist the CRMP, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care: Performance of Employees

- a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
- b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a CRMP Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the CRMP, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the CRMP to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the CRMP, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the CRMP, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of CRMP. No employee or agent of Consultant shall become an employee of CRMP. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from CRMP as herein provided.

11. Insurance. Consultant shall not commence work for the CRMP until it has provided evidence satisfactory to the CRMP it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the CRMP.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give CRMP, its officials, officers, employees, agents and CRMP designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the CRMP, and provided that such deductibles shall not apply to the CRMP as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the CRMP.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give CRMP, its officials, officers, employees, agents and CRMP designated volunteers additional insured status.

(iv) Subject to written approval by the CRMP, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the CRMP as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the CRMP and in an amount indicated herein.

This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the CRMP evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the CRMP at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the

Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the CRMP at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the CRMP or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the CRMP, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against CRMP, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the CRMP and shall not preclude the CRMP from taking such other actions available to the CRMP under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the CRMP, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the CRMP, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CRMP has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CRMP will be promptly reimbursed by Consultant or CRMP will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CRMP may cancel this Agreement.

(iii) The CRMP may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the CRMP nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the CRMP that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the CRMP as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, CRMP may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of CRMP's choosing), indemnify and hold the CRMP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the CRMP, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the CRMP, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered

Consultant caused delay and shall not be compensable by the CRMP. Consultant shall defend, indemnify and hold the CRMP, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court of California for the County of Sacramento.

18. Termination or Abandonment

a. CRMP has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, CRMP shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. CRMP shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by CRMP and Consultant of the portion of such task completed but not paid prior to said termination. CRMP shall not be liable

for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to CRMP only in the event of substantial failure by CRMP to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of CRMP.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the CRMP.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from CRMP, its representatives or agents, not in the public domain. Such information may include CRMP's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to CRMP. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of CRMP. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify CRMP of such fact to allow CRMP to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the CRMP.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CRMP:

California Residential Mitigation Program
400 Capitol Mall, Suite 1200
Sacramento, CA 95814

Attn: Chief Mitigation Officer Attn: Managing
Director

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT
PERSON***]

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CRMP and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of CRMP and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of CRMP. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. CRMP's Right to Employ Other Consultants

CRMP reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant warrants and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CRMP shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of CRMP, during the term of his or her service with CRMP, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32. Additional documents The additional documents set forth in Exhibit "D" shall be executed by Consultant concurrently with this Agreement and shall be deemed incorporated herein by reference as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CALIFORNIA RESIDENTIAL MITIGATION PROGRAM
AND ____**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

California Residential Mitigation Program

[**CONSULTANT'S NAME**]

By: _____
Janiele Maffei
Chief Mitigation Officer

By: _____
Its: _____

Printed Name:_____

ATTEST:

By: _____
[INSERT TITLE]

Attachment A:
Scope of Services

VI. Services to Be Provided

The CRMP Management Team seeks an individual or firm to provide inspection(s) of the retrofit work completed for CRMP's seismic retrofit incentive program. The incentive program has been developed to provide financial incentives to California homeowners who complete seismic retrofitting projects. The program will only fund dwelling retrofit projects completed under permit and in accordance with the codes and guidelines listed below. The seismic retrofit covered under the CRMP program includes the following:

1. Bolt sill plates to the foundation, enabling the dwelling to remain in place, rather than sliding off the foundation during an earthquake;
2. Strengthen cripple walls to enable them to function as shear members, significantly protecting the dwelling from collapsing; and
3. Brace water heaters to prevent their tipping and/or sliding resulting in gas or water line leaks or damage to electrical wiring.

The bolting and cripple wall bracing shall be in accordance with Chapter A3 of the International Existing Building Code ("IEBC"), the new residential seismic retrofit code adopted by the California Existing Building Code in 2010. The local building department can approve a Type 1 Qualifying House retrofit to be performed using a standard plan set for Chapter A3 retrofits, such as the Los Angeles Standard Plan Number One or the ABAG (Association of Bay Area Governments) Plan Set A.

The water heater bracing shall be in accordance with the California Department of General Services, Division of the State Architect ("DSA"), *Guidelines for Earthquake Bracing of Residential Water Heaters*.

The Proposer will conduct two types of inspections in this program, with most, if not all, being completed retrofit inspections.

Initial Inspection:

The first inspection will be a cursory site inspection to verify that residences of homeowners wishing to participate meet building specifications as detailed in Chapter A3 of the IEBC.

Completed Retrofit Inspection:

In order to evaluate the success of the CRMP incentive program, an inspection of the completed retrofit projects is required on the homes selected to participate. This completed retrofit inspection will evaluate whether the work has been completed in general conformance with the construction documents approved during the permit process. These

documents may be standard plan sets or plans and details created by the building owner, contractor, or design professional to meet the requirements of the California Building Code. The inspection of the retrofit work may require two site visits if the sill plate anchoring was accomplished by the installation of anchor bolts. Inspection of the anchor bolts may be required prior to installation of the plywood cripple wall sheathing. If foundation plate anchors are used the inspection can be accomplished during the same visit as the sheathing inspection. The inspection process is in *addition* to the regular inspection conducted by the Department of Building Inspection building inspectors.

Completed retrofit inspection includes:

- monitoring of the materials and workmanship that are critical to the integrity of the building structure and to its expected earthquake performance
- review of the work of contractors and their employees to assure that the approved plans and specifications are being followed and that relevant codes and ordinances are being observed
- Use of CRMP's crawlbot for a minimum of one inspection in Northern California and one inspection in Southern California each month.

The completed retrofit inspection scope of work includes, but is not limited to, the review of the general conformance of the work completed with Chapter A3 of the International Existing Building Code ("IEBC") and with the *DSA Guidelines for the Bracing of Residential Water Heaters* ("DSA Guidelines").

The completed retrofit inspection will include, but is not limited to, the following:

1. A visual review of the condition of the existing concrete or masonry foundation for conformance with the requirements of Chapter A3 of the IEBC and the DSA Guidelines
2. Review of sill bolting by tightening a minimum of 2 bolts per perimeter bearing wall line.
3. Review of plywood sheathing installation including a nailing inspection. (Overdriven nails or nails at a spacing exceeding that required will be rejected)
4. Review of installation of blocking, if required, and framing clips from the top of the cripple wall to the underside of the first floor
5. Review of the workspace to ensure that the site was returned to its condition prior to the start of the project (no ducts, cables, wires, permanently removed or moved).
6. A complete report including photos and a detailed description of any issues found not to be in conformance.

As the program grows, additional types of inspections may be required including retrofit inspections for single-family, soft-story vulnerability and multi-family residences (5-10 units). The completed retrofit inspection will include, but is not limited to, the following:

1. Conformance with FEMA P-1100, CEBC Chapter A4, P—807 and/or engineering plans.

2. Review of the workspace to ensure that the site was returned to its condition prior to the start of the project (no ducts, cables, wires, permanently removed or moved).

Attachment B:

Schedule of Charges/Payments/Fees and Expense Structure

Consultant will invoice CRMP on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform CRMP regarding any out-of-scope work being performed by Consultant.

Compensation to Consultant will consist of flat fees for each dwelling inspected. The number of dwellings inspected and the type of inspection will be determined by CRMP. These fees include any expenses incurred in conducting the inspection, including travel expenses and other related business expenses.

Flat fees are as follows:

1. Initial Inspection - ____/home/visit
2. A. Completed Retrofit Inspection - ____/home/visit*; or
B. Inaccessible Crawl Space Inspection - ____/home/visit*;
3. Attempted Inspection - ____/home/visit

*____/home/visit premium will apply if only one home can be inspected in a given day due to CRMP requirements or due geographic location of home, with prior written approval of CRMP.

Attachment C:
Activity Schedule

Attachment D:

Additional Documents

[the following submitted with Consultant's Proposal shall be inserted herein, subject to agreed modifications: a thorough description of the proposer's business continuity plan (or a separate attachment of the proposer's written business continuity plan), describing the proposer's plan for protecting CRMP and project-related data and maintaining a continuity of business operations and services following natural or human-caused emergencies or disasters; and a thorough description of the proposer's business continuity plan (or a separate attachment of the proposer's written business continuity plan), describing the proposer's plan for protecting California Earthquake Authority and California Governor's Office of Emergency Services, and project-related data and maintaining a continuity of business operations and services following natural or human-caused emergencies or disasters.]

Key Personnel

Consultant has represented to the CRMP that certain key personnel and consultants will perform the Services under this Agreement. Should one or more of such personnel and consultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the CRMP. In the event that the Parties cannot agree as to the substitution of key personnel and consultants, CRMP shall be entitled to terminate this Agreement for cause. As discussed below, any personnel or consultant who fail or refuse to perform the Services in a manner acceptable to the CRMP, or who are determined by the CRMP to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Services at the request of the CRMP. The key additional personnel and consultants for performance of this Agreement are as follows:

Approved Subcontractor(s)

EXHIBIT "B"

Drug-Free Workplace Certification

The Contractor hereby certifies its compliance with California Government Code Section 8355 to provide a drug-free workplace, and that the Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, by Government Code Section 8355, subdivision (a)
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355, subdivision (b).
 - 1) The dangers of drug abuse in the workplace;
 - 2) The organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) The Penalties that can be imposed on employees for drug abuse violations.
3. Provide as required by Government Code Section 8355, subdivision (c), that every employee who has duties or responsibilities relating to this Agreement:
 - 1) Will receive a copy of the company's drug-free statement, and
 - 2) Will agree to abide by the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor's Authorized Signature

Title:

Date Executed:

In the County of:

Federal Identification Number: