March 13, 2018

REQUEST FOR PROPOSAL (RFP)
2018-045-RFP-ENG
STORMWATER TRASH CAPTURE DESIGN (CDD001)

VALLEJO FLOOD AND WASTEWATER DISTRICT
450 RYDER STREET
VALLEJO, CA 94590

Proposals Due
April 5, 2018 at 2:00 PM
1. INTRODUCTION

Vallejo Flood & Wastewater District (Vallejo Wastewater) is seeking written proposals from Consultants to provide professional civil engineering design services for the construction of large full trash capture devices within its existing stormwater collection system. See Section 7 – Background Information for additional information.

Vallejo Wastewater intends on a quality-based selection of the most qualified consultant based on experience, reference projects, and references. Vallejo Wastewater is not requesting a scope of work or cost for services as part of this proposal. The scope of work and fee will be negotiated following consultant selection.

2. SCHEDULE OF ACTIVITIES:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP release</td>
<td>March 13, 2018</td>
</tr>
<tr>
<td>Written Inquiry Deadline</td>
<td>March 29, 2018 @ 2:00 PM</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>April 5, 2018 @ 2:00 PM</td>
</tr>
<tr>
<td>Award Design Agreement</td>
<td>May 8, 2018</td>
</tr>
<tr>
<td>Design</td>
<td>May – October 2018</td>
</tr>
<tr>
<td>Bid Period</td>
<td>November 2018</td>
</tr>
<tr>
<td>Award Construction Contract</td>
<td>December 11, 2018</td>
</tr>
<tr>
<td>Construction</td>
<td>April – June 2019</td>
</tr>
</tbody>
</table>

3. PRE-SUBMITTAL INQUIRIES AND POINT OF CONTACT:

A. Pre-Submittal technical inquiries shall be directed to Kyle Broughton at KBroughton@vallejowastewater.org. Procedural inquiries shall be directed to Mariah Wood at MWood@vallejowastewater.org.

B. Inquiries that result in an addendum to the RFP, will be emailed to each plan holder with a link to the addendum on our website. Consultants must include in their proposal, an acknowledgement of receipt of any and all addenda issued.

4. PROPOSAL SUBMISSION GUIDELINES:

A. Consultants shall submit five (5) paper copies and one (1) electronic copy (on a CD in PDF format) of their proposal. The proposal must be formatted in accordance with the instructions of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked: “Stormwater Trash Capture Design (CDD001), 2018-045-RFP-ENG” and delivered to the District, Attn: Mariah Wood, at 450 Ryder Street, Vallejo, CA 94590.

B. Proposals received after the date and time specified shall not be considered. Facsimile, telephone, electronic or verbal proposals will not be accepted.

C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer’s risk.

D. All proposals shall be dated and signed by a representative authorized to enter into agreements for the proposing Consultant.
E. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the Consultant. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the Consultant.

F. Upon Submittal to the District, all proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Consultant shall become the property of the District and is subject to the Public Records Act.
   a. Unless otherwise compelled by a court order the District will not disclose any proposal while the District conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the District either awards an agreement to a successful Consultant, or the District rejects all proposals, the District shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, et seq.), unless there is a legal exception to public disclosure.
   b. If a Consultant believes that any portion of its proposal is subject to a legal exception to public disclosure, the Consultant shall:
      i. Clearly mark the relevant portions of its proposal “Confidential'; and
      ii. Upon request from the District, identify the legal basis for exception from disclosure under the Public Records Act; and
      iii. Shall defend, indemnify, and hold harmless the District regarding any claim by any third party for the public disclosure of the “Confidential” portion of the qualifications submittal.

5. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

A. A proposal that is in the possession of the District shall only be altered by letter or email addressed to MWood@vallejowastewater.org, bearing the signature of the Consultant’s authorized representative, provided it is received prior to the RFP submission deadline.

B. A proposal that is in the possession of the District may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

6. AWARD AND AGREEMENT INFORMATION:

A. The District hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.

B. The Consultant agrees that should it be awarded an agreement, the Consultant shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.

C. The District reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the District to do so. The District will select the Consultant whose proposal is determined by the District to be the most responsive and responsible proposal. The District will be the sole judge in making such a determination.
D. The successful Consultant will be required to enter into and sign an agreement with the District which will be in effect for the duration of the agreement period. A sample agreement is attached to this RFP as Attachment C.

E. Prior to final selections, Consultants shall be required to submit any additional information that the District deems necessary to determine the Consultant’s qualifications.

F. Vallejo Wastewater will evaluate and review the proposals, conduct interviews (if necessary) and the top-ranked consultant team will be contacted to begin negotiations. If negotiations with the top-ranked consultant are not successful, the second-ranked consultant team will be invited to enter into negotiations for the contract, and so on. The District reserves the right to award an agreement to more than one Consultant.

7. BACKGROUND INFORMATION:

Vallejo Wastewater is currently determining its approach to install trash full capture devices to achieve the trash reduction requirements included in the San Francisco Bay Regional Water Quality Control Board (RWQCB) NPDES Municipal Regional Stormwater Permit Section C.10. The requirements include an 80% reduction in trash load from its MS4 by July 1, 2019.

Vallejo Wastewater’s intent to comply with the 80% trash reduction goal is to construct 3-4 large full trash capture devices in its stormwater collection system. Vallejo Wastewater will determine its desired locations for the large trash capture devices and is seeking professional engineering services to design the engineering plans and specifications required to construct the devices. This includes recommending the most appropriate type of RWQCB approved trash capture devices for each selected site and the associated site specific designs for their construction.

8. PROPOSAL FORMAT AND CONTENT:

In order to facilitate the evaluation of the proposals, consultants shall format their proposals using the following sections. Failure to include the requested information in the requested format may result in a determination that the proposal is non-responsive. The attachments contained in this RFP, table of contents, and tabs are not included toward the page maximum.

<table>
<thead>
<tr>
<th>A. COVER LETTER – 1 page maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmittal letter for the proposal and expression of the interest in the project. The letter shall be signed by the company officer(s) empowered to bind the firm, with the title of each.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>B. STATEMENT OF RESPONSIBILITY, AND CERTIFICATE OF NON-COLLUSION</th>
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<tbody>
<tr>
<td>Fill out and include Attachments A &amp; B found in the RFP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. EXECUTIVE SUMMARY – 1 page maximum</th>
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</thead>
<tbody>
<tr>
<td>A brief summary of the key characteristics of the proposal</td>
</tr>
</tbody>
</table>
D. BACKGROUND INFORMATION – 1 page maximum
Background information should describe in general the firm’s history, and its experience in the design of large stormwater trash capture devices and/or similar projects.

Consultant should identify which of its offices will perform the work for this proposal and its location with respect to Vallejo Flood & Wastewater District’s service area.

E. FIRM EXPERIENCE – 2 pages maximum
Provide information on the consultant’s experience with respect to the design of large full trash capture devices compliant with RWQCB full trash capture requirements, with an emphasis on large devices. Include applicable past project information and references.

F. TEAM AND STAFF QUALIFICATIONS - 2 pages maximum
Identify key staff members on the project team that are being proposed. Describe individuals’ roles, specific services they will provide, and illustrate clearly the applicability of the individual’s background, education and experience to his or her assigned role. Total number of years of employment with the firm shall be included for each listed individual.

J. EXCEPTIONS – length as necessary
Please include a statement regarding exceptions to the sample contract. If no exceptions are included, the District will expect the Consultant will be able to sign the District's contract and provide the required insurance and indemnification.

9. COST PROPOSAL:

Cost proposals are not required. Cost and scope for the work will be negotiated following the quality based consultant selection.

The District shall be the sole arbiter in the determination of equality. The District reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the District.

10. SELECTION PROCESS, CRITERIA AND SCORING

The District will have a selection committee for the evaluation of proposals. The selection of a Consultant and subsequent award will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. Consultants should submit information sufficient for the District to easily evaluate proposals with respect to the selection criteria. The absence of required information shall cause the proposal to be deemed non-responsive and shall be cause for rejection.
Proposals will be scored on the following selection criteria:

<table>
<thead>
<tr>
<th>SELECTION CRITERIA</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Summary, Background Information, Firm Experience, and Team and Staff Qualifications</td>
<td>90</td>
</tr>
<tr>
<td>Office Location</td>
<td>10</td>
</tr>
<tr>
<td>Total Points Possible</td>
<td>100</td>
</tr>
</tbody>
</table>

11. AGREEMENT:

A. Time is of the essence in awarding the agreement. The District reserves the right to cancel any intent to award and proceed to the next Consultant if the selected Consultant has not signed the agreement within two (2) weeks after the notification of intent to award.

B. Execution of Contract
   a. Upon the acceptance of a Consultant’s proposal, the District will prepare and submit an agreement to the successful Consultant for signature. (See sample agreement, as Attachment C, which contains required contractual language.) In the event that the successful Consultant fails, neglects or refuses to execute the agreement within two (2) weeks after receiving a copy of the agreement from the District, District may at its option terminate and cancel its action in awarding the agreement and the agreement shall become null and void and of no effect.
   b. Incorporated by reference into the agreement which is to be entered into by the District and the successful Consultant pursuant to this proposal will be (a) all of the information presented in or with this proposal and the Consultant’s response thereto, and (b) all written communications between the District and the successful Consultant whose proposal is accepted.

12. REJECTION OF PROPOSALS:

The RFP does not commit the District to award an agreement, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the District to do so. The District may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiation.

Any proposal submitted during this RFP process becomes the property of the District. The District will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel.
13. GENERAL CONDITIONS:

While the intent of the District is to award the agreement to the selected Consultant, it reserves the right to both either withdraw and/or not award an agreement at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

Limitations

1) The Consultant should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Consultant should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.

2) The District has the authority to terminate the agreement upon written notice to the Consultant at any time during the period of the project if the District finds that the Consultant’s performance is not satisfactory.

14. LIST OF ATTACHMENTS:

Attachment A - Proposal Summary and Statement of Responsibility (signature page)
Attachment B - Certificate of Non-collusion
Attachment C - Sample Agreement for Professional Services
ATTACHMENT A
STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

This Statement of Responsibility (Signature Page) shall be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Consultant Authorized Representative

Company Name: ________________________________________ Date: ____________
Representative: __________________________________________________________
Title: __________________________________________________________
Phone: __________________________________________________________
Address: __________________________________________________________
Federal Tax ID: __________________________________________________________
Email Address: __________________________________________________________

RFP Contact Information (if different than above)

Contact Person: __________________________________________________________
Title: __________________________________________________________
Phone: __________________________________________________________
Email Address: __________________________________________________________

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?
   
   □ YES    □ NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 120 days after the proposal is opened?
   
   □ YES    □ NO
3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, which if falsified, shall entitle the District to pursue any remedy authorized by law, and shall include the right, at the option of the District, of declaring any agreement made as a result thereof to be void.

☐ YES  ☐ NO

4. Do you agree to provide the District with any other information the District determines is necessary for accurate determination of your qualifications to provide services?

☐ YES  ☐ NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

☐ YES  ☐ NO

6. Do you acknowledge receipt of any and all addenda issued for this RFP?

☐ YES  ☐ Not Applicable (No Addenda Issued)

Please list all addenda received:

________________________________________
________________________________________
________________________________________
________________________________________
________________________________________

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: __________________________________________ (printed name)

Signature: _______________________________________________________

Date: ___________________________________________________________
ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certifications, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

___________________________________
Name of Proposer

___________________________________
Signature of Authorized Representative

___________________________________
Date
This Agreement for Professional Services ("Agreement") is entered into this XXth day of XX, 20XX, by and between Vallejo Flood and Wastewater District, 450 Ryder Street, Vallejo, CA, hereinafter called "District," and XXXXX, a California [corporation] [general partnership] [limited partnership] [limited liability company] [sole proprietorship], hereinafter called "Provider." This Agreement is entered into and is to be performed in Solano County, California.

District has undertaken the XXXX project and has selected Provider to provide professional services in connection with said project.

IT IS AGREED AS FOLLOWS:

ARTICLE 1. – EMPLOYMENT

District does hereby retain Provider as an independent contractor for professional services, upon the terms and conditions set forth in this Agreement. Provider shall perform its services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in Providers’ field of expertise in California. Without limiting the foregoing, Provider shall be responsible for the compliance of Provider’s work product with all applicable building codes and other applicable state, federal and local statues, ordinances and regulations.

ARTICLE 2. - SCOPE OF WORK AND CHANGES
Provider will perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference, subject to the satisfaction of the District Manager. Provider agrees to provide all labor, materials, tools, equipment, transportation, services and other items necessary to complete the work. District, without invalidating this Agreement, may order changes in the work within the general scope of this Agreement consisting of additions, deletions and other revisions, and the Provider’s compensation and the contract time shall be adjusted accordingly. All such changes shall be authorized in writing by District, and shall be undertaken by Provider only upon direction in writing from District and after such changes and the charges or credits therefor, or the method of calculating such charges or credits, have been approved by the District and a memorandum thereof signed by District and Provider. The cost or credit to District resulting from changes in the work shall be determined in accordance with the bid(s), firm price quotation(s) amounts, fees and/or rates set forth in Exhibit “B.” If none of the methods set forth in Exhibit “B” are applicable to the changes, the cost or credit to District shall be determined by mutual agreement in writing.

ARTICLE 3. – REVIEW AND INVESTIGATION BY PROVIDER

Provider has reviewed the work to be provided and has made its own investigation of the work and the physical characteristics of the work site. Provider has determined that it has sufficient information to enter into this Agreement and to perform the work. Provider agrees and acknowledges that District has made no representations or warranties concerning the work to be provided and that Provider has relied solely upon its own review and investigation in entering into this Agreement.

ARTICLE 4. – SCHEDULE

Provider will at all times diligently prosecute the work on all tasks of this Agreement. Provider shall not commence performance of services hereunder until receipt of written notice to proceed. Any actions taken before such written notice are at Provider’s sole risk. [Add completion date, milestone dates, penalties for late performance, etc., if applicable.]
ARTICLE 5. - COMPENSATION

Compensation for work hereunder shall be based on [the hourly rates of Provider's personnel and equipment assigned to the project and the actual hours required, plus actual and necessary expenses] [or other method such as fixed price]. Billing rates and conditions shall be as set forth in Exhibit “B.” Provider shall not be paid more than the total sum of $XXXXX for work under this Agreement without the prior written authorization of District.

ARTICLE 6. – COMPLIANCE WITH LAWS

Provider shall have full and exclusive responsibility for compliance with all federal, state and local requirements pertinent to its employees, methods and procedures in connection with the work under this Agreement. Provider shall submit to District a completed Internal Revenue Service, Department of the Treasury form W-9 (Request for Taxpayer Identification Number and Certification) before commencing work under this Agreement.

ARTICLE 7. – ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned by either party, nor may Provider subcontract any portion of the work hereunder, without first obtaining the written consent of the other party.

ARTICLE 8. – TERMINATION AND COMPENSATION UPON TERMINATION

Unless earlier terminated as provided below, this Agreement shall terminate upon completion and acceptance by District of all professional services required by the Scope of Work, Article 2 hereof. Acceptance of Provider’s work by District shall not operate as a waiver or release as to any matters that are within Provider’s duties and obligations under this Agreement. Upon termination of this Agreement, whether by way of District’s acceptance of Provider’s services, for the convenience of District, or because of default, the insurance and indemnity obligations of Provider as described in Articles 13 (Indemnity) and 14 (Insurance) hereof, as well as the terms of any warranties given by Provider, and the provisions of Articles 9 (Claims) and 10 (Legal Fees)
hereof, shall continue in full force and effect. Upon termination, Provider shall, without delay, deliver to District all documents and materials prepared or obtained in the performance of this Agreement.

If District decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, District may terminate this Agreement upon written notice to Provider. In such case Provider shall be paid for services satisfactorily rendered prior to the termination, and the reasonable cost of assembling the required materials and documents for delivery to District.

Either party may terminate this Agreement in the event of a substantial failure by the other party to fulfill its obligations hereunder; provided, however, that the party alleged to be in default shall be given an opportunity to cure the default as provided below. Notice of intent to terminate shall be in writing and shall be given as provided in Article 17. The notice shall describe the reasons for the intended termination. This Agreement shall not be terminated if the party alleged to be in default gives written notice of its intent to cure the default within five (5) days after service of the notice of intended termination, and, in addition, fully cures the default within fifteen (15) days after service of the notice of intended termination.

Upon termination of this Agreement for default by either party, the parties will attempt to negotiate an equitable adjustment in the price provided for in this Agreement. In the case of default by Provider, Provider shall only be allowed, or, if the dispute goes to arbitration, awarded, payment for services satisfactorily rendered prior to the termination, and Provider shall be charged the difference between District’s costs to correct and complete the work described in Exhibit “A” and the amount that District would have paid to Provider if Provider had completed the work. District may recover such costs of correcting and completing the work whether or not, at the time of the arbitration, the work has actually been corrected and/or completed. In the case of default by District, Provider shall only be allowed, or, if the dispute goes to arbitration, awarded, payment for services satisfactorily rendered prior to the termination, costs reasonably and necessarily incurred by Provider arising out of obligations and commitments undertaken by Provider as a result of
entering into this Agreement, and the reasonable cost of assembling the required materials and
documents for delivery to District. In no case, regardless of fault, shall Provider be allowed or
awarded amounts for anticipated profit, unperformed services, or indirect costs such as overhead.

Nothing in the immediately preceding paragraph shall limit the parties’ rights and remedies
with regard to claims (1) for damages for death or bodily injury to persons, injury to property, or
other loss, arising out of negligence or professional liability, or (2) under the Workers’
Compensation laws, or (3) for breach of warranty, and nothing in this Agreement shall waive or
abrogate the provisions of the California Government Code regarding claims against public
entities.

ARTICLE 9. – CLAIMS

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof,
shall be decided by arbitration administered by the American Arbitration Association under its
Commercial or Construction Industry Arbitration Rules (as applicable), and judgment on the award
rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration
shall be held in Solano County, California, unless the parties mutually agree in writing to a different
location. The case shall be heard and decided by a single arbitrator, who shall render a reasoned
award setting forth the legal, contractual and technical bases thereof.

ARTICLE 10. - LEGAL FEES

In any arbitration or legal proceedings in connection with this Agreement (including a
petition to cause judgment to be entered upon an arbitration award) brought by either party against
the other to enforce any of the obligations hereunder or arising out of any dispute concerning the
terms and conditions of this Agreement, the losing party shall pay the prevailing party such
reasonable amounts for attorneys' fees, costs of litigation and other reasonable and necessary
expenses incurred by the prevailing party in preparing and presenting its case, as may be set by
the arbitrator or by the court.

ARTICLE 11. – INTEGRATION
This Agreement and the attachments hereto represent the entire understanding between District and Provider as to those matters contained herein. No prior or contemporaneous oral or written statement or understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in a writing signed by both District and Provider. In case of inconsistency between this Agreement and the attachments hereto, the terms of this Agreement shall govern. Without limiting the generality of the foregoing, no limitation of liability provision contained in the attachments or exhibits hereto shall be valid or binding, unless it is separately signed or initialed by both District and Provider.

ARTICLE 12. - PROJECT MANAGER

Provider designates XXXXX who shall be responsible for the performance of the work and for all matters relating to this Agreement.

Provider shall not replace the aforesaid individual without the consent of and prior written approval of District, provided that such approval shall not be unreasonably withheld and provided the person originally designated by Provider remain in the active employ of Provider.

ARTICLE 13. – INDEMNITY

Provider agrees to indemnify, including the cost to defend, District and its officers, agents and employees, from and against any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Provider and its agents and subcontractors in the performance of services under this contract; however, this indemnity does not apply to liability 1) for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence or willful misconduct of District, or District’s agents or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons, or 2) to the extent caused by the active negligence of District.

ARTICLE 14. - INSURANCE REQUIREMENTS FOR PROVIDER
Provider shall procure and maintain for the duration of the contract insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, or employees. Provider shall include all approved subcontractors as insureds under its policies or shall furnish separate evidence of coverage and endorsements for each approved subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. With respect to General Liability and Errors and Omissions, coverage shall be maintained for a period of ten (10) years after contract completion.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions Liability insurance appropriate to the Provider’s profession.

5. Builder’s Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

**Minimum Limits of Insurance**

Provider shall maintain limits no less than:

**General Liability** (including operations, products and completed operations, as applicable):

$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
Automobile Liability:
$2,000,000 per accident for bodily injury and property damage.

Excess or Umbrella Liability Coverage:
$3,000,000, which shall be excess over both the Commercial General Liability and the Auto policies.

Worker’s Compensation:
As required by the State of California

Employer’s Liability:
$1,000,000 per accident for bodily injury or disease.

Errors and Omissions Liability:
$2,000,000 per occurrence.

If Provider maintains higher limits than the minimums shown above, District shall be entitled to coverage for the higher limits maintained by Provider.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, trustees, officials, employees and volunteers; or Provider shall provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions
A. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

1. The District, its officers, trustees, officials, employees and volunteers shall be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of Provider; and automobiles owned, leased, hired or borrowed by Provider.

2. For any claims related to Provider’s work under this Agreement, Provider’s
insurance coverage shall be primary insurance as respects the District, its officers, trustees, officials, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, trustees, officials, employees or volunteers shall be excess of Provider’s insurance and shall not contribute with it.

3. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded by the policy shall apply as though separate policies had been issued to each insured.

4. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by the insurer or Provider, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to District and subsequent coverage reviewed and accepted by the District is provided by Provider.

5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

6. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.

B. If General Liability, Contractor’s Pollution Liability, Asbestos Pollution Liability and/or Errors and Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of this Agreement the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least ten (10) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Provider must purchase extended period coverage for a minimum of ten (10) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the District for review.

**Acceptability of Insurers**

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**Verification of Coverage**

Provider shall furnish District with original certificates and endorsements effecting coverage required by this Article. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Provider's insurance policy, or as a separate owner's policy. All certificates and endorsements shall be received and approved by District before work commences; failure to do so, however, shall not operate as a waiver of these insurance requirements. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**Waiver of Subrogation**

Provider hereby agrees to waive subrogation which any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Provider, its employees, agents and subcontractors.

**Subcontractors**

Provider shall require and verify that all approved subcontractors maintain insurance meeting all the requirements stated herein.

**Event of Claim**

Provider shall pay any deductible amount in the event there is a claim for which the insurer is responsible. Provider’s indemnification obligation shall apply regardless of whether Provider pays or the Provider’s insurance carrier pays the deductible amount.

**ARTICLE 15. - OWNERSHIP OF WORK PRODUCT**

All work product prepared by Provider pursuant to this Agreement shall become the property of District. The work under this Agreement is work made for hire. Such work product is not intended or represented to be suitable for reuse by District or others on extensions of the services provided for the intended project or for any other project. Any reuse without written permission, or without specific certification or adaptation by Provider for a specific purpose, will be at District’s sole risk and without liability to Provider. Any such certification or adaptation will entitle Provider to further compensation at rates to be agreed upon by District and Provider.

**ARTICLE 16. – PREVAILING WAGES**

This Article applies only if District and Provider have separately initialed it in the space provided at the end of this Article 16.

In no case shall Provider pay its workers less than the general prevailing rate of per-diem wages for work of a similar character in the locality in which the work is performed. Copies of the prevailing rates of per-diem wages for each craft, classification, or type of worker needed to execute this Agreement are on file in the District’s office. Provider shall keep certified payroll records meeting all the requirements of California Labor Code section 1776, and shall maintain and make the certified payroll records available for inspection as provided in section 1776.
ARTICLE 17. – NOTICES

Any notices required by this Agreement or arising hereunder shall be in writing and shall be personally served on an officer or managing employee of the other party, or sent by certified mail, return receipt requested, to the following addresses, or such other addresses as the respective parties may hereafter designate in writing:

To the District:     To the Provider:

Melissa Morton    XXX
District Manager
Vallejo Flood and
Wastewater District
450 Ryder Street
Vallejo, CA 94590

Notices sent by certified mail shall be considered served three days after they are postmarked.

ARTICLE 18. – BINDING ON SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE 19. – WARRANTY OF AUTHORITY

Each person signing this agreement on behalf of a party to this Agreement warrants that he or she has full authority to execute this Agreement on behalf of such party and to bind the party to all the terms contained herein, and agrees that he or she shall defend, indemnify and hold all others parties to this Agreement harmless from any liability, costs and expenses incurred if this warranty is not true or if he or she does not have the authority.
ARTICLE 20. – CONFIDENTIAL INFORMATION

Provider acknowledges that information transmitted by the District, constitutes confidential information. Provider agrees to receive and maintain the confidential information in confidence. Provider will not use the confidential information for its own benefit or disclose it or otherwise make it available to third parties. Provider will take reasonable steps to ensure that its subcontractors, employees, representatives and agents comply with this provision.

VALLEJO FLOOD AND WASTEWATER DISTRICT

BY: _____________________________                  BY: _____________________________
    Melissa Morton, District Manager                  Name, Title

Date: ___________________________                  Date: ___________________________

ATTEST: ___________________________________
    Holly M. Charléty, Clerk of the Board

This agreement was only altered for scope and provider________