

REQUEST FOR PROPOSAL

Watershed Conservation Authority (WCA) is issuing a Request for Proposal (RFP) for the Purchase and Installation of 2 Propane Generators, Purchase of 1-2 Diesel portable Gasoline Generators, and Installation of 100' of 2" piping from existing 2" water source to supply line on office building (see page X for specifics and specifications) to support the Azusa Springs Water System (see Exhibit A for description of system, Exhibit B for site plan of system) located in Azusa, CA. The objective of this solicitation is to select a firm and/or individual that is best qualified to provide the requested purchase, installation of 4 generators and additional source piping for the Azusa Springs Water System located in Azusa.

The WCA is a joint powers authority of San Gabriel and Lower Los Angeles Rivers and Mountains (RMC) and the Los Angeles County Flood Control District whose mission is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation.

KEY DATES:

- You are invited to attend the ***mandatory walk through of the system on Tuesday, February 28, 2012 at 10:00 am at the WCA office (address below).***
- You are invited to submit a proposal in accordance with this request ***not later than 3:00 pm on March 8, 2012*** to the address below. Proposals shall be marked on the outside as "Proposal for RFP Generators & Piping". Information concerning the proposals may be obtained by contacting Jane Beesley, Deputy Executive Officer, at 626-815-1019 ext.109 or at jbeesley@wca.ca.gov.

WCA OFFICE ADDRESS:

Watershed Conservation Authority
100 N. Old San Gabriel Canyon Rd.
Azusa, CA 91702

The contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the WCA (see Exhibit C for sample contract). The factors to be

SCOPE OF WORK:

The Watershed Conservation Authority (WCA) is in need of:

- A. Purchase and Installation of a Generator that utilizes LP/Propane for fuel with a transfer switch and 25 gallon propane tank that will operate the Azusa Springs Water

Treatment Plant during electrical outages and provide essential circuit coverage. There may be need for a cement pad for both the Generator and the Propane tank, and appropriate connections to the Water System Treatment Plant. The generator should be the following or equal to it specifications: provide at minimum a 10kW (equal to a Generac Model QT02224ANAX, which is a 22kW) LP/Propane fuel with a transfer switch.

- B. Purchase and Installation of a generator that utilizes LP/Propane with a transfer switch that will provide essential circuit coverage for a portion of the WCA Offices, server and phone system when there is an electrical outage. The generator should be or equal to a Generac Guardian Series 17kW. Model #005874-0. The WCA needs the capacity to provide 17kW up to 16 circuits, along with 200 amp HVAC unit. This unit will be tied into the current LP/Propane system that operates within the office building.
- C. Purchase of one portable Gasoline Generator. The installation includes a dedicated generator hook up site (cement pad along with appropriate electrical hook-ups with 1 feed and three circuits at 120 volts ((3)200 amp circuits)) adjacent to the Well House of the Water System.
- D. Purchase of one portable Gasoline Generator for use during electrical outages to operate household lights and appliances for two 1000 sq ft residential units.
- E. Installation of 100' of 2" piping from existing 2" source to supply line from the water system to the office building (south side). Including excavating line across paved asphalt with repave when complete. Underground piping to concrete protected and installed per code.

All work to be completed within the policies and permitting of the City of Azusa.

The contract will be based on fees for services proposed in bid (see Exhibit C, sample contract). Those desiring consideration should submit four (4) copies of a proposal by the time and date required (see page 1) and must include a minimum of the following information:

- 1. Description of Services (10pts.)
- 2. Qualifications: Provide contractor's license(s) numbers as well as ability to work within the City of Azusa provide list each person's experience, and tasks (20 pts.)
- 3. Firm Experience – Information regarding the experience of the firm in general contracting, generator with transfer switch installation, and plumbing for water systems. (20 pts.)
- 4. Capacity for Performance – Identify the number of crew available to be assigned to provide services. (10 pts.)
- 5. List of any sub-consultants that may be utilized (5 pts.)
- 6. Local Government Familiarity - Familiarity with the project environment, local government (specifically the City of Azusa and the Los Angeles County Department of Health Services, specifically water systems). (10 pts.)
- 7. References (5 pts.)
- 8. Bid, Fees and Budget (20 pts.)

All proposals will be reviewed and evaluated by the Watershed Conservation Authority

evaluation committee on the above criteria to determine the most qualified firm. The committee will evaluate each firm in accordance with each criteria based on the content of the proposal. Negotiations shall be conducted to determine a mutually satisfactory contract with the firm receiving the highest evaluation, as selected by the committee. In addition to reaching a fair and reasonable price for the required work, the objective of negotiations will be to reach an agreement on the provisions of the proposed contract including scope and extent of work, and other essential requirements.

The Watershed Conservation Authority reserves the right to reject any and all proposals.

Publish: February 14, 2012

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this xxth day of Month 20YY,

BY AND BETWEEN

Watershed Conservation Authority (WCA), a joint powers authority between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District

AND

Company
Address 1
Address 2
City, ST Zip
Email: xxxx
Phone: (xxx) xxx-xxxx
hereinafter referred to as "Contractor,"

WCA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Contractor to provide [DESCRIPTION].

Contractor is a recognized professional with extensive experience and training in this specialized field. In rendering these services, Contractor shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Contractor's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

"WCA" means the joint power authority between the Rivers and Mountains Conservancy (RMC), and the Los Angeles County Flood Control District.

2. Contractor's Services

The scope of work shall be as outlined above and in the attached Exhibit A dated, Month date, year.

3. Consideration

In consideration of the performance by Contractor in a manner satisfactory to WCA of the services described in Article 2 above, including receipt and acceptance of such work by the Executive Officer of the Watershed Conservation Authority (hereinafter called Executive Officer) or authorized representative, WCA agrees to pay Contractor a maximum not to exceed fee of 'write out amount in words' (\$Numbers). Services will be rendered beginning Month date, year and end by Month date, year.

WCA shall compensate Contractor as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Executive Officer or authorized representative. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Executive Officer or authorized representative.
- b. Supplemental Contractor Services may be required at WCA's discretion, upon prior written authorization by Executive Officer or authorized representative, and will be based on Contractor's fee schedule on file with Executive Officer or authorized representative.
- c. If Cost of Living Adjustments (COLA) are provided in the attachment, WCA shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to WCA employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange WCA, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Contractor will not receive a COLA for the contract period which coincides with that fiscal year.
- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause WCA to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.
- e. Contractor will not be required to perform services which will exceed

the contract amount, scope of work, and contract dates without amendment to this Agreement.

- f. Contractor will not be paid for any expenditure beyond the contract amount stipulated without amendment to this Agreement.

4. Equipment and Supplies

Contractor agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services.

5. WCA's Responsibility

WCA will make available any items specified in the Request for Proposals.

6. WCA's Representative

Executive Officer, or his authorized representative, shall represent WCA in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Terms and Termination

The term of this Agreement shall commence on the date stipulated on Page 1 of this agreement, through **Month date, year** and unless otherwise modified, shall terminate on the date that the work is accepted by WCA. The Parties may cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to the other Party.

This agreement may be extended one year, contingent upon acceptable performance of services per Executive Officer or authorized representative.

Contractor shall be paid the reasonable value of services rendered. In the event of any such termination by WCA, Contractor shall provide to WCA a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by WCA.

8. Mutual Indemnification

For damages, claims, liabilities, costs, suits, or expenses arising from Contractor's lawful activities on behalf of WCA under this Agreement, WCA agrees to indemnify and hold harmless Contractor against any and all damages, claims, liabilities, costs, suits, or expenses for which WCA would be liable if Contractor were an employee, and to the

extent the negligent acts and/or omissions of WCA cause or contribute to any loss or damage giving rise to the claim, suit or cause of action.

Contractor agrees to indemnify, defend, and save harmless WCA, RMC, and the Los Angeles County Flood Control District, their Board of Supervisors, Executive Officers, agents, its elected or appointed officials, officers, agents, attorneys and employees from and against any and all claims, suits or causes of action including liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Contractor's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

9. Liability & Insurance OR Reserved [No Text]

Two alternative Indemnification and Insurance Provisions are set forth in Exhibit B of this Agreement.

Contractor has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

This Agreement shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by Contractor above. Such provision is hereby incorporated into this Article by reference.

10. Anti-Discrimination

The Contractor shall abide by the following provisions found in Section 4.32.010 et seq. of the Los Angeles County Code:

Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Contractor without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and federal anti-discrimination laws. Contractor further certifies and agrees that it will deal with its subcontractors, bidders, and vendors without regard to or because of race, religion, ancestry, national, origin, or sex. Contractor agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by WCA.

Contractor specifically recognizes and agrees that if WCA finds that any of the foregoing

provisions have been violated, the same shall constitute a material breach of contract upon which WCA may determine to cancel, terminate, or suspend the contract. While WCA reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state or federal anti-discrimination laws shall constitute a finding by WCA that Contractor has violated the anti-discrimination provisions of the contract.

At its option, and in lieu of canceling, terminating, or suspending the contract, WCA may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. WCA and Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Contractor Status

This Agreement is by and between WCA and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between WCA and Contractor.

Contractor understands and agrees that all persons furnishing services to WCA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of WCA.

Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Contractor pursuant to this Agreement.

12. WCA's Quality Assurance Plan

WCA, or its agent, will evaluate Contractor's performance under this Agreement on not less than a semi-annual basis. Such evaluation will include assessing Contractors' compliance with all contract terms and performance standards. Contractor deficiencies which WCA determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the WCA Board. The report will include improvement/corrective action measures taken by WCA and Contractor. If improvement does not occur consistent with the corrective action measures, WCA may terminate this Agreement or impose other penalties as specified in this Agreement.

13. Assignment

This Agreement shall not be assigned without the prior written consent of WCA. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Contractor, on Contractor's behalf or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles, California.

15. Conflict of Interest

No WCA employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

16. Prohibition from Involvement in Bidding Process

Contractor understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Contractor's services rendered pursuant to this Agreement, either as a prime Contractor or subcontractor, or as a Contractor to any other prime Contractor or subcontractor. Any such involvement by Contractor shall result in the rejection by the WCA of the bid by the prime Contractor in question.

17. Gratuities

It is improper for any WCA Executive Officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration may secure more favorable treatment for Contractor in the award of the contract or that Contractors' failure to provide such consideration may negatively affect WCA's consideration of Contractor's submittal. Contractor shall not offer or give, either directly or through an intermediary, consideration, in any form, to a WCA Executive Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

Contractor shall immediately report any attempt by a WCA Executive Officer, employee,

or agent to solicit such improper consideration. The report shall be made to The Executive Officer or authorized representative.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

18. Termination for Improper Consideration

WCA may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any WCA Executive Officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Contractors' performance pursuant to the Agreement. In the event of such termination, WCA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a WCA Executive Officer or employee to solicit such improper consideration. The report shall be made either to WCA manager charged with the supervision of the employee or to WCA Executive Officer or authorized representative.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

19. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

20. Reduction of Solid Waste

Consistent with the WCA's policy to reduce the amount of solid waste deposited in landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

21. WCA Rights

The WCA may employ, either during or after performance of this contract, any right of

recovery the WCA may have against the Contractor by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the WCA under this contract are in addition to any right or remedy provided by California law.

22. Fair Labor Standards Act

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless WCA, its agents, Executive Officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which WCA may be found jointly or solely liable.

23. Prevailing Wage Requirements

Contractor shall comply with all applicable prevailing wage requirements.

24. Employment Eligibility Verification

Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless WCA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Contractor or WCA in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

25. Contractor Responsibility and Debarment

- a. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the WCA's policy to conduct business only with responsible contractors.
- b. The Contractor is hereby notified that if the WCA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the

WCA may, in addition to other remedies provided in the contract, debar the Contractor from bidding on WCA contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the WCA.

- c. The WCA may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated any term of a contract with the WCA; 2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the WCA or any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the WCA or any other public entity.
- d. These terms shall also apply to subcontractors of the WCA Contractor.

26. No Payment for Services Provided Following Expiration and/or Termination of Agreement

Contractor shall have no claim against WCA for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify WCA and shall immediately repay all such funds to WCA. Payment by WCA for services rendered after expiration/termination of this Agreement shall not constitute a waiver of WCAs' right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

27. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

WCA

Watershed Conservation Authority
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
Attention: Mark Stanley

Contractor

Company
Address 1
City, ST Zip

The address for notice may be changed by giving notice pursuant to this paragraph.

28. Entire Agreement

This contract constitutes the entire Agreement between WCA and Contractor and may be modified only by further written Agreement between the parties hereto.

WCA

Company

By _____
Mark Stanley
Executive Officer

By _____
Company Contact
Contact Title

Exhibit A

Company

Scope of Work

Month date, year

(1 page)

Exhibit B

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, and save harmless Watershed Conservation Authority (WCA), Rivers and Mountains Conservancy (RMC), and Los Angeles County Flood Control District (District), its agents, appointed and elected officers, and employees from and against any and all liability, expense (including defense costs and legal fees), or claims for damages of any nature whatsoever, including without limitation, bodily injury, death, personal injury, or property damage (including property of CONTRACTOR), arising from, or connected with, any alleged willful or negligent act, error, or omission of CONTRACTOR, its agents, or subcontractors of any tier.

The foregoing paragraph notwithstanding, CONTRACTOR further agrees to indemnify, defend, and save harmless WCA, RMC, the District and their respective agents, appointed and elected officers, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this agreement on behalf of CONTRACTOR by any person.

Neither the CONTRACTOR, nor its agents and subcontractors of any tier, shall be obligated to indemnify the WCA and its related persons and entities for liabilities caused by the active negligence of the WCA and its related persons and entities. However, this provision does not limit any obligation to defend or indemnify the WCA and its related persons and entities arising under the policies of insurance maintained by the CONTRACTOR under this provision.

II. INSURANCE

Without limiting CONTRACTOR indemnification of WCA and during the term of this Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the WCA and primary to and not contributing with, any other insurance maintained by the WCA. Certificate(s) or other evidence of coverage shall be delivered to the Watershed Conservation Authority, 100 N. Old San Gabriel Canyon Road, Azusa, CA 91702 prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that WCA is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which WCA may immediately terminate or suspend this Agreement.

A. Liability:

Such insurance shall be endorsed naming the Watershed Conservation Authority as an additional insured and shall include:

- 1. 1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 2. 2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims form, the CONTRACTOR shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the CONTRACTOR is legally required to cover.

CONTRACTOR agrees to the above Indemnification and Insurance Provisions.

_____ Initials

Exhibit B

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INSURANCE

CONTRACTOR agrees at its own expense to maintain with insurance companies policies for general liability, professional liability, comprehensive automobile liability, and worker's compensation insurance as set forth below:

A. General Liability Insurance:

The CONTRACTOR shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

B. Comprehensive Automobile Insurance:

The CONTRACTOR shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars (\$1,000,000) per occurrence or accident.

C. Worker's Compensation Insurance:

The CONTRACTOR shall maintain worker's compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars (\$1,000,000) per occurrence.

D. General Conditions Relating to Insurance:

1. Additional Insureds: The WCA, RMC, and DISTRICT, its agents, appointed and elected officers, and employees shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the CONTRACTOR is required to provide under this Agreement. Such insurance shall be primary to and not contributing with, any other insurance maintained by or for the WCA and its related persons and entities.

2. Waiver of Subrogation: Each policy obtained by the CONTRACTOR to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the WCA and its related persons and entities for any liability covered by the policy.
3. Claims Made Policies: If any of the policies obtained by the CONTRACTOR to fulfill its obligations under this provision are written on a claims-made basis, the policy shall be endorsed to provide an extended reporting period of not less than two years following the termination of this Agreement or the CONTRACTOR'S work on the project referred to in this Agreement, whichever is later.
4. Occurrence Policies: If any of the policies obtained by the CONTRACTOR to fulfill its obligations under this provision are written on an occurrence basis, the policies and any endorsements required by this provision (including, but not limited to, the additional insured endorsements) shall be maintained in full force and effect for a period of not less than two years following the termination of this Agreement or the CONTRACTORS' work on the project referred to in this Agreement, whichever is later.
5. Certificate of Insurance: Prior to commencing work on the project referred to in this Agreement, the CONTRACTOR shall provide to the RMC certificate(s) of insurance identifying the insurers, policies, coverage, and limits of liability for the insurance the CONTRACTOR is required to provide under this provision. Accompanying the certificate(s) shall be a copy of the required additional insured endorsement(s) to the policies obtained by the CONTRACTOR as set forth above.
6. Notice of Cancellation or Non-renewal: Each policy shall require the insurer to give the WCA at least 30 days notice of termination of the policy by cancellation, rescission, non-renewal, or otherwise. Notice shall also be given to WCA of any material change in the terms of the coverage required to be maintained by the CONTRACTOR under this provision.
7. Delivery of Notices: All certificates and notices required by this provision shall be in writing and shall be delivered to the Contract Administrator. The notices and certificates shall refer to this contract.
8. Maintenance of Insurance: The CONTRACTOR shall promptly pay the premiums on all insurance policies required under this provision. The CONTRACTOR further agrees that the policies shall remain in full force and effect as required by this Agreement. CONTRACTOR agrees to immediately obtain replacement coverage for any policy which is

terminated, canceled, non-renewed, or which has paid policy limits or upon the insolvency of the insurer issuing the policy.

9. Breach: Failure on the part of CONTRACTOR to procure or maintain insurance as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the WCA may, among other things, terminate this Agreement, suspend work being performed on the project by or on behalf of the CONTRACTOR, or at its sole discretion, the WCA may obtain replacement coverage. In the event that replacement coverage is obtained, the CONTRACTOR shall, upon demand, repay the WCA for the full amount of premiums paid by the WCA for the replacement coverage. In its sole discretion, the WCA may offset the cost of premiums against any monies due to the CONTRACTOR from the WCA.

II. INDEMNIFICATION:

CONTRACTOR agrees to indemnify and save harmless the WCA, RMC, DISTRICT, its agents, appointed and elected officers and employees ("WCA and its related persons and entities") from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising from, or connected with, any act or omission of the CONTRACTOR, its agents, or subcontractors of any tier. The obligation to indemnify the WCA is in addition to the obligation to procure insurance as set forth in this provision.

WCA agrees that prior to demanding a defense from the CONTRACTOR that it or CONTRACTOR shall tender such claim to the insurers issuing the policies of insurance referred to in this provision. If the claims are not covered by any policy referred to in this provision, or the insurers refuse to defend the WCA or any of its related persons and entities, then the CONTRACTOR shall be obligated to defend the WCA from any claim, suit, or proceeding in which it has been claimed or alleged that the acts or omissions of the CONTRACTOR, its agents, or subcontractors of any tier were a cause of the damages claimed against the WCA and its related persons and entities in that suit, action, or proceeding.

Neither the CONTRACTOR, nor its agents and subcontractors of any tier, shall be obligated to indemnify the WCA and its related persons and entities for liabilities caused by the active negligence of the WCA and its related persons and entities. However, this provision does not limit any obligation to defend or indemnify the WCA and its related persons and entities arising under the policies of insurance maintained by the CONTRACTOR under this provision.

III. SUBCONTRACTOR'S INSURANCE AND INDEMNIFICATION:

CONTRACTOR agrees to require that its subcontractors, subconsultants, and independent contractors maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the WCA and its related persons and entities as additional insureds under each such policy.

CONTRACTOR further agrees to require its subcontractors, subconsultants, and independent contractors to indemnify and defend the WCA and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising from, or connected with, any act or omission of each such subcontractor, subconsultant, or independent contractor, its agents, or subcontractors of any tier.

Failure on the part of CONTRACTOR to require its subcontractors, subconsultants, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. In the event of such breach, the WCA may, among other things, terminate this Agreement, suspend work being performed on the project by or on behalf of the CONTRACTOR, or in its sole discretion, the WCA may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the CONTRACTOR shall, upon demand, repay the WCA for the full amount of premiums paid by the WCA for the replacement coverage. In its sole discretion, the WCA may offset the cost of premiums against any monies due to the CONTRACTOR from the WCA.

CONTRACTOR agrees to the above Indemnification and Insurance Provisions.

_____ Initials