

**SOLANO COUNTY WATER AGENCY
REQUEST FOR PROPOSALS (RFP)
FOR
LOW WATER USE LANDSCAPE ASSISTANCE PROGRAM**

**Responses to this Request for Proposal must be received by
5:00 pm on Monday May 22, 2023**

INTRODUCTION

The Solano County Water Agency (SCWA or Agency) requires professional and technical support services to implement a Low Water Use Landscape Assistance Program for qualifying low-income seniors or residents with disabilities in Solano County. The selected entity must be qualified and have the experience to implement all aspects of the Program described. Demonstrated experience must include on-site supervision of personnel, knowledge and experience in low water use landscaping practices including but not limited to sheet mulching, drip-irrigation conversion and repairs, planting and basic low water use landscape design methods, while consistently providing the highest standard of personal customer care to the Solano County residents who participate in this Program.

The selected contractor must possess and maintain a valid State of California C 27 Landscape Contractor license or be a registered 501c (3) nonprofit organization.

The contractor must also be responsible for complying with all applicable federal, state, and local laws, rules and regulations affecting such work, specifically including, but not limited to, environmental, labor, prevailing wage laws, procurement and safety laws, and any ordinances for installing landscapes. The program will be implemented throughout SCWA's service area, which includes the following cities: Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo as well as the surrounding unincorporated areas.

The goal of the program is to provide assistance in landscape design, installation, long-term care, and education for Solano County residents who are low income seniors or residents who have a disability.

The program will offer qualifying low-income seniors or residents with disabilities a low water use landscape design, sheet mulching or removal of turf grass, installation of drip system and low water use landscaping including weed barrier, ground cover, plantings, follow up maintenance, and education for long-term care of the low water use landscape.

The intent of this Request for Proposals (RFP) is to solicit proposals to provide the services of assisting qualified Solano County residents with converting their landscape into a low water use landscape to achieve outdoor water savings at little to no cost to them. Contractors responding to this RFP are asked to submit proposals to meet the program requirements in the attached Scope of Services, using the Required Proposal Format.

WATER AGENCY BACKGROUND

SCWA is a wholesale water agency that provides untreated water to cities and agricultural districts in Solano County from the Federal Solano Project and the North Bay Aqueduct of the State Water Project. The Agency serves the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo. Additionally, it also serves the Solano Irrigation District, Maine Prairie Water District, Reclamation District 2068, California State Prison-Solano, and the University of California, Davis.

The approximate population of Solano County is 450,000 people. Solano County has a land area of 829 square miles and water area of 78 square miles. San Francisco Bay, Suisun Bay, the Carquinez Strait and the Sacramento River provide the county with natural borders to the south and west. The county also contains the Suisun Marsh, which is the largest contiguous brackish water wetland in the western United States and a protected habitat.

PROGRAM DESCRIPTION

The Agency's Landscape Assistance Program (Program) provides an opportunity for qualified Solano County Residents to have their lawn converted into a low water use, low maintenance landscape. The program includes consultation with the resident for design options, installation of new landscape with drip irrigation when applicable, and follow up maintenance visits. The program will include material and labor costs. The program is anticipated to begin July 5, 2023 and end June 30, 2024.

The Contractor will provide the Agency with an approved ground cover, plant, and irrigation materials list to be used in this Program. The Contractor must offer the participants a list of pre-approved landscape materials to choose from.

All landscape installations must meet the current Terms and Conditions of the SCWA's Water Efficient Landscape Rebate Program.

Link: <https://www.scwa2.com/water-efficiency/rebates-programs/landscape-assistance-program/>

SCOPE OF WORK

Contractor shall provide documentation for meeting the Scope of Work that demonstrates their ability to implement and administer the work in this RFP. The Agency is seeking qualified entities who can demonstrate a proven track record of successful implementation of programs similar in size and scope. Customer service and the end product is considered to be of high importance to the Agency.

The final Scope of Work will be negotiated with the selected contractor. The Scope of Work below may be changed based on input from the selected contractor.

1.0 Administrative Services

- 1.1** Contractor will be responsible for fielding customer inquiries into the program and for providing thorough knowledge of all terms and conditions. This will include maintaining an active phone, website, or post box dedicated to the program. This may also include the creation and active monitoring of a waitlist.
- 1.2** Contractor will be responsible for processing applications, approval notices, as well as notices of declination. This may also include letters of disqualification due to lack of response from individuals. Such letters should be approved by SCWA or SCWA will provide templates for Letter of Approval, Declination, or Disqualification.
- 1.3** Contractor will verify customer eligibility for Program participation and will pre-inspect all sites to ensure all participants meet program eligibility requirements, including:
- The customer must agree to and sign the Program agreement developed by SCWA.
 - The customer must meet eligibility requirements of the Program by providing supportive documentation of identifying as having a pursuant disability or being a senior citizen (62+ years of age) currently on the PG&E CARE billing program for low income residents.
 - All Applicants must be the primary resident and home owner of the property listed in the application.
 - “Disabled Persons” eligible for this program are those who have a disability as defined under California Vehicle Code Section 295.5. Applicants must provide a copy of official California DMV Identification card for a permanent Disabled Person placard or plate or a physician’s note signed and stating that applicant is suffering from a disability pursuant to CVC 295.5.
 - “Senior” is defined as any persons 62 years or older. Applicant must provide current issued California Identification Card or Driver’s License.
 - “Low-income” is defined as any person participating in the PG&E CARE program. Applicants must provide a recent copy of PG&E Care Bill under given name (must match California ID or driver's license).
 - Installation sites will be limited to single-family residences.
 - Existing landscape to be replaced must be lawn or sod of very dry to green condition. Irrigation must be in moderate to good working order upon initial inspection.
 - Program participants must be in the SCWA service area.
 - Applicants/ Landscapes that do not meet these requirements will be addressed on a case-by-case basis.

2.0 Customer Service

- 2.1** Contractor may receive applications for participation and SCWA staff may send approved applications to the contractor to begin services. After initial approval of a participant, the Contractor will be the primary contact for participants in the Program and must be available by phone and email to answer questions or concerns the participant may have. Contractor representative(s) shall provide customers with the program eligibility

requirements, landscape selection choices, and bilingual communication in Spanish, as necessary.

- 2.1 Contractor is required to meet with Program participant in person to present landscape design ideas and provide one on one customer service. Contractor is required to schedule the following with each participant:
- 30 – 60-minute initial site visit, discuss program, landscape/ installation expectations and outcome
 - Site installation
 - 1-week follow up appointment
 - 5-week follow up appointment
 - 3-month follow up appointment

3.0 Landscape Requirements for Converted Area

3.1 **Landscape Preparation:** Existing lawn or sod may be removed by hand or with a sod cutter. All removed sod must be disposed of properly. Existing lawn or sod may also be covered with a sheet mulching method. Significant grading or contouring of landscape is not permitted for this Program.

3.2. **Plants:** Must be drought tolerant, non-invasive, and or native. Plants classified as high (H) or those listed as needing "Regular Water" or "Ample Water" are not permitted. The converted area must include at minimum one tree and a sufficient number of plants to ensure at least 50% of the square footage is covered with vegetation at maturity. All plants listed in the design of each installation will be approved by SCWA before proceeding.

3.2 **Ground Cover:** All planting areas must have a minimum of three (3) inches of mulch or another permeable organic material (i.e. bark, wood chips, rock, peat gravel, decomposed granite etc.).

3.3 **Landscape Materials:** Must be permeable. Concrete, plastic sheeting or other impermeable surfaces are **not** allowed in the rebated area. Weed barrier must be biodegradable (not plastic). All materials intended for use in the installation will be approved by SCWA before proceeding.

3.31 Contractor to install landscape with all necessary components, including weed barrier (when applicable), compost, mulch or other organic ground cover, drip system, plantings including minimum of one tree, fertilizer, irrigation timer.

3.32 Contractor to purchase and provide sufficient inventories of all associated materials for all landscape installations, including pre-approved weed barrier, mulch or other organic materials, drip irrigation components and necessary tools for installation, plants, irrigation timers, as well as provide any necessary warehousing, staffing, and recycling or disposal services for approximately 15 installations per year.

3.4 **Existing Project Area:** All lawn or sod within one contiguous area must be converted, no patches may be left unconverted as turf or may be converted to unqualified materials

as mentioned above. Only one landscape site per household is eligible for this Program's assistance (front yard, side yard, and back yards are all considered separate landscape sites)

3.5 Irrigation system: Must be low-volume drip, micro spray, bubbler, or hand watering. Overhead spray is not allowed. The system must be in good working order, free of leaks and malfunctions. All irrigation systems will have an irrigation timer installed when applicable. The irrigation timer will be programmed for the resident upon completion according to their customized watering schedule. The irrigation system must not create run-off, overspray, or misting.

4.0 Installation Services

4.1 Professional Conduct: All landscape installations shall be performed by qualified staff of the contractor, and shall meet all applicable codes and regulations.

4.2 Installation Scheduling: Contractor shall accommodate customer's preference and needs in regards to scheduling and conducting installation work, including pre-installation site visits Monday – Friday, between 8:00 a.m. and 5:00 p.m. Initial site visits are to be scheduled within thirty (30) days and installation services are to be within forty-five (45) days from the customer's application approval for program participation, assuming no extenuating circumstances by the customer. Contractor is to work with the property owner to work in a safe, courteous, and professional manner; and to clean up, removing all debris and materials from each site at the end of the work day.

4.3 Normal Site Conditions: Prior to performing any work, Contractor shall pre-inspect each site to ensure Normal Site Installation Conditions exist at the site including:

- Residential home within Solano County service area.
- Measured total square footage of project area is between three hundred (300) and fifteen hundred (1500) square feet.
- Outdoor irrigation is in moderate to good working order and can be converted to drip irrigation or hand watering without major repair to main line or new installation of outdoor irrigation system.
- Existing landscape to be replaced is identifiable as being lawn or sod within the past five (5) years.

4.4 Abnormal Site Conditions: Sites not meeting the "Normal Site Conditions" are not eligible for the program. Contractor shall inform the customer in writing of the condition(s) that make the site ineligible. Any repairs necessary to make the site meet the Normal Site Condition criteria are NOT part of this project scope of work and are, therefore, NOT reimbursable by SCWA. A copy of all Contractor correspondence to customers pertaining to Abnormal Site Conditions shall be submitted to SCWA on a monthly basis.

4.5 Warranty: Contractor to warranty all labor and plants used in the landscape installation, and guarantee the life of all planting installations for one month, and all drip system

installations are leak free and functioning correctly for a one-year period from the installation date.

4.6 Professional Attire: Contractor staff will display identification badges at all times while working on SCWA approved projects. Identification badges must be worn on the outermost garment and be prominently displayed. In addition to identification badges, Contractor staff may also wear shirts with Contractor logo.

4.7 Safety: Contractor staff to wear CAL/OSHA compliant safety clothing and necessary personal protective equipment while providing all installation services.

5.0 Recycling/ Disposal

5.1 Contractor shall provide recycling/disposal services for all removed material and accessories including: collection, dismantling, hauling, and recycling or disposal.

5.2 Contractor shall provide documentation (e.g. recycling or disposal receipts) which verifies the fixtures were recycled or disposed of. All recycling/disposal work shall be managed and conducted in a safe manner, observing all necessary employee safety measures.

6.0 Installation inspections

6.1 SCWA may conduct its own inspections at a random number of sites. Any irregularities noticed in the course of the installation review, or inaccurate or partially completed information on the application or report, will result in the processing of Contractor's invoices to be held in abeyance until the irregularity is remedied by Contractor to SCWA's satisfaction.

7.0 Program Reporting and Billing

7.1 Reporting: Contractor to reconcile monthly reports of all planning and installation activity and invoices to SCWA on a monthly basis. The monthly report is to be sent to SCWA's Project Manager within twenty (20) working days of the close of each month for the duration of the Agreement. Reports will include:

- Site Identification by address, and square footage of where reported activity occurred.
- Identify issues or concerns affecting schedule or project completion.
- Activities anticipated for the next month.

7.2 Invoice Billing: Invoice charges shall be on a monthly basis for work directly related to landscape installations of SCWA approved sites. All charges will be in accordance with the contracted rates. Invoices will include at a minimum:

- Name, position, billing rate, and hours worked of each personnel.
- Summary of materials used directly related to the project activity as described. Materials include but are not limited to: Weed barrier, compost, ground cover, plants, irrigation timer, drip irrigation components, tree stakes, and any associated delivery fees.
- Charges directly associated with activities described and accompanying receipts.

- Charges include but are not limited to: Equipment rental, disposal fees, and travel.
- 7.3 Retention:** SCWA reserves the right to withhold ten percent (10%) in retentions of each total monthly invoice until the end of the 12-month warranty period for each landscape installation.
- 7.4 Right to Withhold Payment:** SCWA reserves the right to withhold payment if Contractor fails to meet any of the reporting, invoicing, or installation requirements in this agreement. Payment will be withheld until deficiencies are corrected to Agency's satisfaction.
- 7.5 Ownership of Records:** All data, documents, discussions, or other information developed or received by Contractor in performance of this agreement are the property of SCWA, and not to be disclosed to any person except as authorized by Agency, or as required by law. All reports, documents, or other materials developed or discovered, or any other person engaged directly or indirectly by Contractor to perform services, shall be and remain the property of Agency without restriction or limitation upon their use.

RECORD STORAGE

During the term of this Agreement, Contractor will store all records pertaining to Contractor administration of the Program for SCWA. No obligation or liability of any type is assumed by Contractor with regard to the storage of the aforesaid records.

At the completion of the contract, all records held by Contractor pertaining to customer participation in the Program will be returned to SCWA. The Agency agrees to store all such records at its own expense.

REQUIRED RESPONSES

There is no page limit for the proposal, however, it should be focused and concise, without extraneous material. SCWA shall not be liable for any pre-contractual expenses incurred by the Respondent in the preparation of its Proposal. Costs for developing a response to the RFP, interviews, and contract negotiations are entirely obligations of the proposer and shall not be charged in any manner to the Agency.

The following information is required to be submitted by responders to this Request for Proposal:

A. DESCRIPTION OF SIMILAR PROJECTS SUCCESSFULLY COMPLETED (1 page maximum)

Proposals shall include descriptions of similar projects successfully completed and/or experiences and/or qualifications related to this project. Proposals shall also include the legal name of the entity, nonprofit status verification (if applicable), location and phone number of main offices, date contractor was established, current size of contractor, number

of employees to be involved in the project. Contractors must list any recent bankruptcies or restructuring within the last three (3) years.

B. SUBCONTRACTOR IDENTIFICATION

Identification of any subcontractors and the estimated percentage of labor to be sourced out to the subcontractor.

C. STAFF AND KEY PERSONNEL

For each key personnel, please provide: Name, position, summary of pertinent experience, role in this proposal, current billing rate.

D. LABOR ESTIMATE

Provide an example of estimated hours of each personnel identified to work on this project for a basic, flat, manicured sod of 1000 square residential landscape and irrigation conversion project start to finish.

E. TOOL/ EQUIPMENT RATE

Provide list of various tool/equipment that may be used and the charge rate for each unit either per hour or per day.

SUBMITTAL

Responses to this Request for Proposal must be **received by 5:00 pm PDT on Monday, May 22, 2023**. Proposals submitted after 5:00 pm will not be accepted. One executed original, clearly marked "original" on the cover plus three (3) copies of the proposal will be required. Also include an electronic copy of the proposal, saved as a PDF, onto a removable storage device such as a thumb drive or CD.

Responses are to be sent to:

Andrew Florendo, Water Conservation Coordinator
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

SELECTION PROCESS

A Contractor Selection Panel (Panel) will be established for this project and will include representatives from the Agency and representatives of the Participating Agencies.

Based on the proposals submitted, the Agency's Panel will select a short list of qualified contractors for this project. The Panel may interview the short-listed contractors. Based on the Proposal and interview, the Panel will rank the finalists as to qualifications.

No supplemental information may be submitted after the conclusion of the interview. Any item(s) submitted after the interview will not be considered.

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The Panel will recommend the selected contractor to the General Manager; and will request authority to enter into negotiations with the selected contractor. The General Manager has final authority for selection.

The Agency anticipates that the process for nominating and selecting a contractor, and awarding the contract, will be according to the following tentative schedule:

Advertise and issue RFP:	May 1, 2023
Proposal due date:	5:00 PM May 22, 2023
Oral interviews:	June – July 2023
Selection and notification:	July 2023
Approval of Contract:	July - September 2023
Notice to Proceed:	After Contract Procurement

Work must be completed by June 30, 2024. The project has been budgeted for \$400,000 for FY 2023-2024.

RIGHTS RESERVED TO SCWA

SCWA reserves the right to revise the RFP before the date proposals are due. Revisions to the RFP shall be distributed to all potential Respondent(s) and posted on-line. Respondent shall confirm in its Proposal the receipt of all addenda issued to this RFP. Respondent is not required to include copies of the actual addenda in its Proposal.

The Agency reserves the right to request additional information and/or clarifications from any or all proposers to this RFP. The Water Agency can withdraw this solicitation at any time without prior notice.

The Agency reserves the right to cancel, for any reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the Agency cancels or revises the RFP, all proposers will be notified in writing by the Agency.

This RFP does not commit the Agency to award a contract, to defray any costs incurred in the preparation of a Proposal in response to this RFP, or to procure or contract for work. The Agency reserves the right to award this contract to the contractor(s) determined to offer the quality, standards, and prices most advantageous to the Water Agency.

The Agency may decide not to award any contract to any Respondent to this RFP;

The Agency may award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the Water Agency may deem to be in its best interests.

The selected contractor will be required to sign a Professional Services Agreement, a sample of which is attached, and to provide the Insurance Certificates and all other required documentation within 15 calendar days of notification of award. Please state in your Proposal's Executive Summary your willingness to accept the agreement terms and conditions. If you require any

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changes, please include them in your Proposal, along with any proposed modifications to the standard terms and conditions. The Agency will consider your proposed modifications during the selection process and retain the right to reject any portion of your proposed modifications.

After approval of the Contract Agreement by the SCWA Board of Directors, the Agency will send a written Notice to Proceed with the implementation of the Landscape Assistance Program.

If you have any questions, please contact Andrew Florendo at 707-724-0460 or e-mail at aflorendo@scwa2.com.

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Name of Project: _____

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective** _____, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and _____, hereinafter referred to as "Contractor."

The Agency requires services for _____; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. **SCOPE OF SERVICES**

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for _____, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. **COMPENSATION**

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed \$ _____** for all work contemplated by this Agreement.

3. **METHOD OF PAYMENT**

Payment for services will be approved by the Agency's representative only if all contract requirements have been met.

Invoices must be submitted monthly, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month. *Invoices that are over 6 months old will not be approved or paid by the Agency.* **In no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement.**

Every invoice shall specify hours worked for each task identified in Exhibit A undertaken. To be approved by payment, any allowed reimbursable expenses will need supporting written documentation such as receipts and mileage logs.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. **TIME OF PERFORMANCE**

This Agreement shall become effective as of the date it is executed and said services will take place between this date and _____ as directed by the Agency.

5. **MODIFICATION AND TERMINATION**

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. **PERMITS** (*Note: include only if permits are required*)

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. **INDEMNIFY AND HOLD HARMLESS**

To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.

8. **INSURANCE**

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Solano County Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Solano County Water Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Solano County Water Agency has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Solano County Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Solano County Water Agency.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Solano County Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Solano County Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Solano County Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Solano County Water Agency.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Solano County Water Agency. The Solano County Water Agency require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Solano County Water Agency.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Solano County Water Agency.

Verification of Coverage – Contractor shall furnish the Solano County Water Agency with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Solano County

Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Solano County Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Contractor shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Solano County Water Agency its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

9. **COMPLIANCE WITH LAW**

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment.

10. **RECORD RETENTION**

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. **OWNERSHIP OF DOCUMENTS**

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations, and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. **SUBCONTRACT AND ASSIGNMENT**

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. *(Note: list any subcontractors here)*

13. **NONRENEWAL**

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this Agreement and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the Contractor.

14. **NOTICE**

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

CONTRACTOR

Chris Lee, Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency
a Public Agency

By: _____
Chris Lee
Interim General Manager

By: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
RATE OF COMPENSATION