

Paradise Irrigation District

RFP for

EQ TANK PROJECT MANAGEMENT SERVICES

March 26, 2024

Note: Responses to this RFP are due
by **3:00 PM, Wednesday, May 1, 2024**

PARADISE IRRIGATION DISTRICT REQUEST FOR PROPOSALS EQ TANK PROJECT MANAGEMENT SERVICES

INTRODUCTION

Paradise Irrigation District (PID or District) seeks the services of a qualified Project Manager with expertise and experience in all phases of design and construction for California public agencies. PID has a water treatment plant located in Magalia, California. At this plant there is a Wash Water Equalization Tank (EQ Tank) that needs replacement. WaterWorks Engineers has designed the replacement tank, including all Plans, Specifications, and Bid Documents. These documents are available at <https://paradiseirrigationdistrict.sharefile.com/d-s71a3a0a9b1c74de1b067c3106ea1b81c> a share file link, sent in your email.

The construction project is estimated to require 150 working days. This Project has not yet been awarded to a contractor.

All parties interested in proposing, please notify Paradise Irrigation District of your interest by emailing Bill Taylor at btaylor@paradiseirrigation.com as soon as possible. A list of interested parties will be made and circulated along with the answers to questions on April 24, 2024.

PID invites you to submit a proposal for Project Management Services for the construction of this Project. PID reserves the right to accept or reject any or all proposals received as a result of this request.

SCOPE OF WORK

The Consultant shall be responsible for the following scope of work:

Project Management Services to include all necessary services from the issuance of the RFP for construction through the completion of the Project. This is a public works project as defined in the California Labor Code and must comply with all necessary requirements.

Including:

- Review and issue RFP put together by District.
- Conduct pre-bid meetings with potential bidders.
- Review pre-bid questions, and issue necessary clarification and interpretation of the contract documents in consultation with WaterWorks Engineering.
- Issue any necessary addendum to the bid package.
- Collect bids.
- Evaluate bids along with District staff.

- Present bids to District Board of Directors.
- Prepare and issue Notice of Award of Contract.
- Prepare and issue Notice to Proceed.
- Collect and approve all submittals, RFIs, RFCs, etc., in consultation with WaterWorks Engineering.
- Review contractor's progress payment requests and provide recommendations regarding payment in accordance with the work completed and the contract documents.
- If a change order request is presented by the contractor, review the request, communicate with PID, and provide a recommendation to the District staff.
- Maintain current records and documentation for all change orders, along with changes in contract days and contract dollar amounts.
- Establish and hold regular weekly progress and coordination meetings with PID and the contractor at the site during active on-site construction phase. Monitor contractor's compliance with submitted schedule. Summarize Project progress and include the status of change order, contract days remaining, work completed, adherence to schedule, and work in progress. Construction/Project management onsite during construction.
- Visit the site during the active on-site construction phase as necessary to observe the work and document compliance with plans and specifications. Confirm that materials and installation methods used are specified in approved submittals or the contract documents. Conduct all necessary inspections.
- Obtain record drawings from the associated design professionals based on as-build drawings and site observation logs for District records.
- Review construction for adherence with the Project plans and specifications.
- Verify that all requirements of the contract are complete for final payment of retention funds to the contractor.
- Oversee startup and completion/sign over of the Project to the District.

PROPOSAL CONTENTS

1. General Requirements

The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the Project for the District in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposals requirements.

The Proposal should address all the points outlined in the Request for Proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposals. While additional data may be presented, the following subjects, items Nos. 2 through 5, must be included. They represent the criteria against which the proposal will be evaluated.

To assist with proposal preparation the following material is attached: Sample Consultant Agreement and Insurance Requirements for Professional Services Between the Consultant and the District.

2. Consultant Qualifications and Experience

The proposer should state the size of the firm, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

3. Qualifications and Experience of Individuals to be Assigned

Identify the staff, including managers, other supervisors, and specialists who would be assigned to the Project and must identify the licensed engineer who will be assigned to the project. Responding party must have access to a structural engineer. Provide information on the applicable experience in projects similar to the proposed project.

Key staff assigned to this Project may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, in either case, the District retains the right to approve or reject replacements.

4. Similar Projects Completed for Other Agencies

For the Consultant's staff that will be assigned responsibility for the project, list the most significant projects (maximum of five) performed in the last five years that are similar to the Project described in this Request for Proposal. Indicate the scope of work, date completed, key staff, total cost, and the name and telephone number of the principal client contact.

5. Specific Project Approach

The proposal should set forth a work plan, including an explanation of the approach the consultant will take to perform the services required in the Scope of Work section of this request for proposal.

Proposers will be required to provide the following information on their approach:

1. Detailed work plan to be completed by the consultant to obtain the results requested by the District.
2. Any additional tasks or work recommended by the Consultant to enhance the Project results.

3. Level of staff and number of hours to be assigned to each proposed task of the Project.
4. Any additional information or assistance that will be required from the District.
5. Proposed “not to exceed” cost of the services broken down by task and including the work hours for each task and an hourly rate for individuals assigned to the Project. Also included shall be the Consultant’s proposed expenses including any applicable travel, meals, lodging, reproduction, and other costs. These “out of pocket” expenses shall be included in the “not to exceed” cost.
6. A statement from the Consultant that they can provide the specific insurance coverages outlined in the Sample Agreement. If the Consultant takes exception to any of these provisions, these exceptions shall be stated in the proposal.

PROPOSAL SUBMITTAL

1. Submission of Proposals

The following material must be received by **Wednesday, May 1, 2024 @ 3:00pm** for a proposing consultant to be considered:

- a. One original paper copy and one electronic version of the Proposal to include the following:
 - i. Title Page: A title page showing the request for proposals subject; the Consultant’s name; the name, address, and telephone number of the contact person; and the date of the proposal.
 - ii. Letter of Transmittal: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 30 days.
 - iii. Detailed Proposal: A detailed proposal should follow the order set forth in this Request for Proposals.

To be considered, the Proposal must be received at the District office no later than **3:00 PM, Wednesday, May 1, 2024**. Proposals submitted electronically will not be considered. Late proposals will not be considered. Submit proposals to:

Paradise Irrigation District
Attn: Bill Taylor, Assistant District Engineer
6332 Clark Road
Paradise, CA 95969-4146

Any questions regarding the Project or submittal are to be addressed in writing to Bill Taylor by email at btaylor@paradiseirrigation.com by the end of day on **Wednesday, April 17, 2024**.

All questions will be answered by the end of day on **Wednesday April 24, 2024**. All questions and any responses from PID shall be posted on the District's website (www.pidwater.com), CIPList and also emailed out to all interested parties who contacted the District.

EVALUATION PROCEDURES

A. Review of Proposals

The District staff and District Manager will review the proposals and may invite one or more of the Consultants to an interview before making a recommendation to the Board of Directors. The recommended Consultant will be selected based on their experience, qualifications, and experience of personnel to be assigned to the Project, the Consultant's approach to the Project, recommendations from other clients, and the reasonableness of the cost of the proposed work.

COST WILL NOT BE THE SOLE FACTOR IN THE SELECTION OF A CONSULTANT

B. Selection Schedule

The District's Board of Directors will select a Consultant based upon the recommendation of the General Manager and selection committee.

It is anticipated that a Consultant will be selected by **Wednesday, May 15, 2024**. Following notification of the Consultant selected, it is expected a contract (see enclosed Sample Agreement) will be executed between both parties by **Monday, June 3, 2024**.

C. Right to Reject Proposals

The District reserves the right to reject any or all proposals.

ADDITIONAL INFORMATION

1. Costs of preparation of proposal will be borne by the submitting party.
2. This request does not constitute an offer of employment or a contract for services.
3. All proposals submitted shall become District property.
4. All proposals shall remain firm for sixty (60) days following the closing date for receipt of proposals.
5. The District reserves the right to award the contract to the firm who represents the proposal which in the judgment of the District best accomplishes the desired results and shall include but not be limited to a consideration of the professional service fee.

FURTHER INFORMATION

For further information contact Bill Taylor, Assistant District Engineer, at (530) 876-2069, between 7 AM and 3 PM, Monday through Thursday.

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ___ 2023, by and between Paradise Irrigation District, an irrigation district formed and existing under Division 11 of the California Water Code (“District”), and _____(Consultant). District and Consultant are collectively referred to as “parties” or either individually as “party.”

WITNESSETH:

A. District desires to retain the Consultant to provide professional engineering services to conduct:

Project Management Services for the construction of the PID EQ Tank project. Services to include all necessary services from the issuance of the RFP, collecting bids, evaluating bids, notice of award of contract, notice to proceed, collection of and approval of all submittals, RFIs, etc., reviewing and managing pay requests, construction/project management onsite during construction, any necessary inspections, startup and completion/sign over of the project to the owner.

B. The aforementioned work to be performed by Consultant is further described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference and is collectively referred to as the “Project”.

C. Consultant desires to undertake the Project on behalf of District pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

I. SCOPE OF WORK

The Consultant shall be responsible for timely and satisfactory completion of the work on the Project in accordance with the terms of this Agreement and Exhibit “A.”

II. SCHEDULE

The Project will be completed upon a mutually agreed schedule after execution of this Agreement and Consultant’s receipt of written Notice to Proceed on the Project from the District. The parties agree to establish this schedule within fifteen days of receipt of written notice to proceed. Failure to do so may result in termination of the Agreement without cost to the District.

III. RESPONSIBILITIES

A. District. The District's duties and rights in connection with this Project are as follows:

- 1) The District shall make staff available to the Consultant for purposes of conference discussion, reviewing submissions from the Consultant, providing background or other available factual information and/or suggestions relating to the work in a manner such that the Consultant may meet the Project completion schedule.
- 2) The District shall provide access to all District facilities upon request by the Consultant at a time and in the manner mutually agreed upon as required to accommodate the work of Consultant.
- 3) The District shall tender payment in accordance with the provisions of Article VI(B).

B. Consultant. Consultant's duties and rights in connection with this Project are as follows:

- 1) Consultant shall be solely responsible for satisfactorily completing the Project, including those tasks described in Exhibit "A." Consultant shall supervise and direct the work and give all attention for such proper supervision and direction.
- 2) If Consultant furnishes labor or materials, or if Consultant incurs any expense on behalf of District, Consultant shall provide and pay for all labor, materials, equipment (including tools, construction equipment and machinery), utilities, transportation, and all other facilities and services necessary for the completion of the work on the Project.
- 3) If this Agreement or any of the Exhibits hereto are ambiguous or at variance with each other, Consultant shall notify District promptly upon discovery of any such ambiguity or variance. The District may reply in writing resolving the ambiguity or variance and Consultant agrees to comply with the District's written interpretation. No claims or demands of Consultant for extra compensation as a result of changes in the work shall be authorized unless done in conformance with section IX, below.
- 4) Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

- 5) All work performed by Consultant for District pursuant to this Agreement shall be performed by qualified persons and shall be performed in accordance with standards of performance generally applicable to qualified and licensed professionals in the field for which Consultants services are retained. The standard of care and performance shall be equal to or greater than the standard of care and performance of other consultants engaging in the same or similar work.
- 6) Consultant shall be entitled to rely upon the accuracy of data and information provided by the authorized staff of the District in writing, provided such reliance is consistent with the professional standard of care.
- 7) Consultant agrees that it will conduct its work on the Project and perform its services in compliance with all applicable Federal, State, and local laws, regulations, and ordinances.

IV. WORK PRODUCT

The District, or its designee, shall at all times have access to the work product of the Consultant while the Project is under preparation or in progress. Upon completion or termination of the Project, all drawings, documents, files, and notes both in written and electronic format shall become property of the District, including without limitation all renderings, slides, sketches, plans, specifications, drafts, records, documents, and other correspondence generated for or relied upon in connection with the Project. Any reuse of Consultant prepared documents, except for the specific purpose intended hereunder, will be at District's sole risk and without liability or legal exposure to Consultant or its subcontractors.

V. DESIGNATED REPRESENTATIVES

The Project shall be under direct control of [insert name], to whom all questions may be directed. The District's representative will be its District Manager or his designee who will facilitate communication between the District's staff and Consultant.

VI. COMPENSATION

- A. Payment: The compensation for services provided by Consultant shall not exceed the total for the tasks described in Exhibit "A." No work in addition to the work described in this Agreement, including Exhibits, shall be performed by Consultant without prior written authorization by District as provided for in section IX, below.

- B. Time of Payment: Consultant's fees shall be payable on receipt of itemized progress payment invoices, as set forth in Exhibit B, Schedule of Payments. District shall pay Consultant within 30 working days following receipt and approval of invoice from Consultant for services provided. Claims for payment of disputed amounts shall be handled in accordance with section XIX, below.

Acceptance of the Project, or some portion thereof, or payment to Consultant by District does not in any manner relieve Consultant of its obligations under this Agreement.

VII. TERM AND TIME FOR COMPLETION

This Agreement shall become effective on the date first written above and shall remain in effect for a period of time until the project is completed and accepted by the District, unless sooner terminated in accordance with Article XII - Termination. The Consultant will begin work upon receipt of written Notice to Proceed and will work diligently and continuously until completed in accordance with the terms of this Agreement.

VIII. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement.

IX. EXTRA WORK

- A. Although work on the Project is intended and expected to adhere to the scope of work, the District reserves the right at any time during the term of this Agreement to order Consultant to perform extra work or to make changes altering, adding, or deducting from the Project. Changes shall not be binding upon either District or Consultant unless made in compliance with this section.
- B. Changes may originate from the District or the Consultant. The District will transmit a written request for a proposal covering the requested change, setting forth the work in detail. Upon receipt of such request, Consultant shall promptly submit in writing to District a proposal offering to perform such change, a request for any required extension of time caused by such change, and an itemized statement of the cost or credit for the proposed change. Failure of Consultant to include a request for an extension of time in the proposal shall constitute conclusive evidence that such extra work or revisions will entail no delay and that no extension will be required.
- C. If the Consultant's proposal is accepted and authorized by District, a written Change Order will be issued by District stating the extra work or change authorized and granting any required adjustments in contract price and time for completion.

- D. If an agreement is not reached, District may order the Consultant, by written change order, to perform such extra work or to make changes on a time and materials basis. Such change order shall specify the estimated amount of payment to be made and the time extension allowed for such work or changes. The Consultant shall perform such work and shall furnish the District with itemized bills only for the actual time spent and materials utilized.
- E. The performance of extra work or changes pursuant to any Change Order shall be in accordance with this Agreement. No extra work shall be performed, and no change shall be made unless pursuant to such written Change Order and no claim for addition to the contract price shall be valid unless so ordered.

X. INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless the District, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein) (collectively "Claims") to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, excepting such injury or harm caused by District's sole or active negligence or willful misconduct, to the extent caused thereby. Consultant's indemnity obligation shall extend to Claims occurring after completion of the Project, as well as during the Project's progress.

Consultant specifically agrees that this indemnification agreement provides indemnity to District for any claims, damages or liability for injuries (including death) incurred or sustained by Consultant's own employees and those of Consultant's subcontractors, except to the extent such claims, damages, or liability for injuries (including death) was caused by the District's sole or active negligence or willful misconduct.

Neither the termination of this Agreement nor the completion or end of the Project shall release the Consultant from its obligations to indemnify as set forth above. Consultant's obligation to indemnify and its obligation to maintain liability and other insurance are separate and distinct. Consultant's obligation to indemnify is not restricted to insurance proceeds, if any, received by District or its directors, officers, employees, or authorized representatives.

XI. INSURANCE

Consultant agrees to provide insurance coverage as set forth in Exhibit "C." If any of the required insurance expires during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the District at least ten (10) days prior to the expiration date.

XII. TERMINATION

The District may terminate this Agreement with Consultant at any time without cause. The District shall so notify Consultant in writing. Upon written notification, this Agreement shall be terminated, and the Consultant shall immediately stop the Consultant's work on the Project, follow all District instructions, and mitigate all costs and damages. Provided Consultant is not in breach, District shall be responsible for all costs incurred by Consultant up to the date of termination without cause.

XIII. ENTIRE AGREEMENT

This writing, including Exhibits "A," "B" and "C" constitutes the entire Agreement between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

XIV. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the work shall be Consultant's employees or agents. District shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. Consultant shall be solely liable to such employees and agents for losses, costs, damage, or injuries by said employees or agents during the course of the work.

XV. SUCCESSORS AND ASSIGNMENT

This Agreement shall be binding on the heirs, successors, executors, administrator and assigns of the parties; and each party agrees that it will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of the other party, which shall not be unreasonable, delayed or conditioned.

XVI. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of any other remedy provided by law.

XVII. NOTICES

All notices, statements, reports, approvals or requests, or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally, or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

Paradise Irrigation District	Consultant
Attention: Tom Lando	Name
6332 Clark Road	Address
Paradise, CA 95969	City, State Zip

XVIII. SUBCONSULTANTS

No subcontract shall be awarded, or another outside consultant engaged by Consultant unless prior written approval is obtained from District, which may be withheld for any reason, in District's sole discretion. Payment to Consultant as provided in Exhibit B includes full payment for services to sub-consultants.

XIX. INTERPRETATION

Unless the context otherwise clearly requires, the terms in the body of this Agreement shall prevail over any inconsistent terms that may be found in the Exhibits hereto. The parties have had a full and fair opportunity to negotiate and review the terms of this agreement with their respective legal counsel and, as a result, the normal rule of interpreting ambiguities against the drafting party shall not apply.

XX. DISPUTE RESOLUTION; JURISDICTION AND VENUE

In the event of a dispute regarding interpretation or implementation of this Agreement, including without limitation disputes concerning payment, a District representative and Consultant representative shall endeavor to resolve the dispute by meeting in person within 30 days after the request of either party. If the dispute remains unresolved and

unless the parties otherwise agree, the dispute may be resolved by litigation and any party may at its option pursue any available legal remedy. This Agreement shall be governed by and construed under the laws of the State of California. Jurisdiction and venue for any action brought to enforce or interpret the terms of this Agreement shall be in the Superior Court of the State of California in and for the County of Butte.

IN WITNESS WHEREOF the parties execute this Agreement on the day and year first herein above written.

CONSULTANT

Principal-In-Charge

ATTEST:

Printed Name and Title

TAXPAYER ID _____

Business Type:

Corporation Yes No

Other _____

(Complete W-9 enclosed)

PARADISE IRRIGATION DISTRICT

ATTEST:

District Secretary

District Manager

Scope of Work - Exhibit A

Project Management Services for the construction of the PID EQ Tank project.

Services to include all necessary services from the issuance of the RFP to the completion of the project.

Including:

- Reviewing RFP put together by District
- Issuing RFP
- Conducting pre-bid meeting
- Collecting questions pre-bid
- Issuing answers to questions pre-bid
- Issuing any necessary addendum to the bid package
- Collection of bids
- Evaluating bids
- Presentation of Bids to District
- Notice of award of contract
- Notice to proceed
- Collection of and approval of all submittals, RFIs, etc.
- Conducting periodic (weekly) meetings with District and Contractor to go over progress/issues with project
- Work with WaterWorks Engineering on any necessary RFIs or RFCs.
- Reviewing and managing pay requests
- Construction/project management onsite during construction
- All necessary inspections
- Submit complete set of As-built drawings at the completion of the project.
- Startup and completion/sign over of the project to the owner.
- Verifying all requirements of the Contract are complete for final payment of Retention funds to the Contractor.

Schedule of Payments - Exhibit B

Consultant to insert payment schedule here

Insurance Requirements – Exhibit C

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries 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 Consultant, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at

least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-assurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant'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 District.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or 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 District.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Claims Made Policies (note - should be applicable only to professional liability, see below)

If the Professional Liability (Errors and Omissions) policy provides claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of 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, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Paradise Irrigation District at least ten (10) days prior to the expiration date.

Signature of Consultant's Authorized Official:

Name and Title of Consultant's Authorized Official:

Date: _____