



Request for Proposals

Issued: February 28, 2019

**JEFF DAVIS WATER TREATMENT PLANT
SCADA PROJECT**

PROPOSALS DUE by 3:00 P.M. on April 9, 2019

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1.0 BASIC SCOPE AND PROJECT NEEDS

A. Introduction. Calaveras Public Utility District (CPUD) is located in San Andreas, CA approximately 60 miles Southeast of Sacramento, in Calaveras County. The Jeff Davis Water Treatment plant is a direct in-line filtration gravity system that has a capacity of 6 million gallons per day. The District currently uses an aged Eurotherm system coupled with a verbatim auto dialer to operate the system.

B. Background. CPUD is soliciting proposals for a “turn-key” design, installation and integration of a Supervisory Control and Data Acquisition (SCADA) at the Jeff Davis Water Treatment Plant (WTP). The new system will replace the existing Eurotherm Data Logger that has proved unreliable and difficult to service. The existing system has very limited remote monitoring and controlling capabilities. The WTP controls are a combination of electromechanically controlled local switches, relays, Eurotherm Data Logger, and Programmable Logic Controller (PLC) Human Machine Interface (HMI) screens.

The existing Eurotherm monitors the following components at the Water Treatment Plant:

- Clearwell level via Foxboro Chart Recorder
- Mokelumne Hill Tank Level via Foxboro Chart Recorder
- Main Control Valve via Foxboro Chart Recorder
- Chlorine Analyzer via Foxboro Chart Recorder
- Turbidity meters (8 total)

Additionally, some equipment is independent of the Eurotherm and communicates directly with the Verbatim Auto Dialer alarm in order to avoid complete reliance on the Eurotherm System. This equipment includes and would be included in the proposed SCADA system:

- Backwash System via a Koyo PLC
- Water Quality Station functions
- PSI Microchlor-Onsite Chlorine Generator (OSG) via ethernet connection
- Railroad Flat Pump Station booster pumps and tank levels
- Emergency Generator including automatic transfer switch

C. Project Requirements. While this document delineates District requirements for the proposed SCADA system, engineering design and the ultimate workability of the system is the responsibility of the selected consultant. **Proposal will NOT be accepted from firms/contractors who have not attended the mandatory Pre-bid meeting visit.** Proposals should not be submitted by firms/contractors who are not certain they can design a workable system within the requirements of this RFP.

The proposed “turn-key” SCADA system shall include but not be limited by the following:

- Replacement of the existing Eurotherm Data Logger for the proposed SCADA system using Ignition R software development (or approved equivalent). The existing logic control format shall be used for implementation of the new SCADA system.
- Upgrading of the WTP control utilizing Allen Bradley Compact Logix PLC (or approved equivalent)
- Integration of the following components into the proposed SCADA system:
 - Existing WTP function
 - Koyo PLC controlled Backwash System
 - PSI Microclor-Onsite Chlorine Generator (OSG) (plug and play ready)
 - Alarm/notification system with voice, text message and email capability
 - Historian to interphase with State Reporting and show system trends
 - Remote access to system
 - Railroad Flat Pump Station (flow, pump condition, and flow totalizer)
 - Main Control Valve (Mokelumne Hill tank level control and status)
 - Auxiliary equipment (Emergency Generator, compressors, etc.)
 - Combined filter effluent flow control valve and flow meter
 - Chemical Feed Pumps (6 total)
 - Air Compressors (2 total)
 - Air Receiver
 - Air Dryer
 - Surface Wash Pump
 - Water Quality Analyzers

Most auxiliary equipment and instrumentation will remain the same.

The consultant shall provide all necessary management, design services, software development, installation and startup integration services associated with this scope of work. The consultant shall develop detailed CAD drawings. Upon completion of the project, the consultant shall provide as-built documentation of all record plans and living operation and maintenance document. The Consultant shall also set aside adequate time to allow for proper staff training of all new systems.

Firm/consultant will provide ongoing technical support for new SCADA system to the District staff for 18 months on as needed basis starting after completion of the task. Firm/consultant shall warrantee and handle all issues including repairs and replacement of the hardware and equipment for a period of 12 months. All software and integration will be warranted for a period of 18 months after the

system has been installed tested and is functional from the date of acceptance. Warranty (call back) work will be separate from such training and support.

The selected firm will need to work closely with CPUD Staff to identify needs, current conditions, capacities, and provide a final implementation recommendation for CPUD. Please note that the verification of type, quality, and quantity of hardware components needed for this task; including the installation, integration, warranty for hardware and software, training and services after completion of the task, are the responsibility of the firm/contractor.

2.0 PROPOSAL REQUIREMENTS

- A. State Requirements.** This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990 and payment to the contractor shall be in accordance with Section 9-1.16, "Progress Payments" of the State Standard Specifications and the project specifications.

The successful bidder shall furnish a fully executed payment bond and performance bond.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Calaveras County have been determined by the Director of the California Department of Industrial Relations (DIR). The wages set forth in the General Prevailing Wage Rates for this project are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Firm/Contractor shall include DIR registration on proposal.

- B. Addenda.** The District reserves the right to issue addenda to revise this RFP, in part or in whole, including, but not limited to revisions to the selection process, schedule, RFP submittal date and RFP submittal requirements. The District also reserves the right, acting in its sole

discretion, to cancel or modify the Project or change the delivery method at any time. If the District cancels or modifies the Project or changes the delivery method, it will notify interested firms/contractors by issuing an addendum.

- C. **Questions.** All questions about the requirements, meaning or intent of the RFP must be submitted to the District in writing via email to the following:

Matt Ospital, PE
District Engineer
Email: m.ospital@wgainc.net

Replies will be issued by addenda and emailed to all firms/contractors recorded by the District as having received this RFP. Questions received less than seven calendar days prior to the RFP due date will not be answered. Only questions answered by formal written addenda will be binding. Oral or other written interpretations or clarifications will be without legal effect.

- D. **Anticipated Schedule.** As of the issuance date of this RFP, the District anticipates the following schedule for this procurement process:

| | |
|----------------------------------|---------------------------------|
| Issue RFP: | February 28, 2019 |
| Pre-Bid Conference & Site Visit: | March 14, 2019 9:30am |
| Deadline for RFP Questions: | March 29, 2019 3:30pm |
| Deadline for RFP Submission: | April 9, 2019 by 3:00 pm |
| Tentative Award: | April 16, 2019 |

This anticipated schedule is provided for convenience only and is subject to change at any time without prior notice.

The Pre-Bid Conference & Site Visit will be held on **March 14, 2019 at 9:30 a.m.** at the CPUD office located at **506 W. St. Charles, San Andreas, CA.** District personnel will be present to conduct a field review and answer bidders' questions at that time. After a brief introductory meeting and attendance sign-in, firms/ that are interested in a field review will be escorted to the project site.

PLEASE NOTIFY THE DISTRICT BY MARCH 11, 2019 4:00 PM IF YOU PLAN TO ATTEND THE PRE-BID CONFERENCE CALLING 209-754-9442 OR EMAILING info@cpud.org.

3.0 PROPOSAL SUBMISSION

A. **RFP Submittal Requirements.** Please prepare your proposal in accordance with the following requirements.

1. **Proposal:** The proposal (excluding resumes and the transmittal letter) shall not exceed a total of 20 single-sided, 8.5" x 11" pages. Resumes (maximum 2 pages each) are not counted and may be included in an appendix.
2. **Transmittal Letter:** The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 120-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with the District shall sign the cover letter. Address the cover letter as follows:

**Calaveras Public Utility District
506 W. St. Charles Street
P.O. Box 666
San Andreas, CA 95249
Phone: (209) 754-9442**

3. **Project Understanding:** This section shall clearly convey the consultant's understanding of the nature of the work, including coordination with District staff, developers and other stake holders.
4. **Approach and Management Plan:** This section shall provide firm's/team's proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among consultant staff, District and District consultant staff, developers and any other parties that may have a significant role in the delivery of this project.
5. **Qualifications and Experience:** The proposal shall provide the qualifications and experience of the consultant team that will be available for the subject Project. Please emphasize the specific qualifications and experience from projects similar to this project for the Key Team Members. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of the District. The proposal shall also discuss the responsibility of the team as it relates to implementation of the system. The consultant must have successfully completed at **least**

three (3) similar projects within the last 3 to 5 years.

6. **Staffing Plan:** The proposal shall provide a staffing plan and an estimate of the total hours (by position) required for the project. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services. Discuss the firm/team's approach for completing the required services for this project within budget.
7. **Work Plan and Schedule:** This section shall include a description of how each task of the project will be conducted, identification of deliverables for each task, and a schedule. The Work Plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. The District's goal is to have this project completed by June 15, 2019.

Discuss the firm/team's approach for completing the project on schedule.

8. **Comments** and concern of the firm/team's regarding proposed terms for an agreement by which the work shall be performed. The District's proposed Agreement is attached to this request for proposal (Exhibit A). The firm/contractor should specifically indicate in its proposal any clauses in the District's proposed Agreement which is unacceptable to the proposer. Unacceptable clauses must be submitted part of the firm/contractor's proposal and the District is assuming that the proposed AGREEMENT IS ACCEPTABLE TO THE FIRM/CONTRACTOR AND WILL NOT ACCEPT ANY CHANGES AFTER THE SUBMITTAL OF THE PROPOSAL.

The proposal must include a statement which discloses any past ongoing or potential conflicts of interest which the consultant may have as a result of performing the work for this project.

9. **References:** Provide at least three references (names and current phone numbers) from recent work (previous three years) similar to this Project. Include a brief description of each project associated with the reference, and the role of the respective team member.
10. **Submittal of Proposals:** Five (5) copies of your proposal are due to the District office no later than the time and date specified. Envelopes or packages containing the proposals should be clearly marked, "**SEALED PROPOSAL FOR "JEFF DAVIS WATER TREATMENT PLANT SCADA PROJECT" - DO NOT OPEN WITH REGULAR MAIL.**"
11. **Cost Proposal:** One copy of a cost proposal should be submitted in a

separate sealed envelope for each project and must be entitled “**SEALED PROPOSAL FOR “JEFF DAVIS WATER TREATMENT PLANT SCADA PROJECT” - DO NOT OPEN WITH REGULAR MAIL.**” and shall indicate the “Not To Exceed” costs for the project. The cost submittal should indicate the number of anticipated hours additional for each task by the Project Manager and Key Team Members. Also include an additional task for technical/field support (hourly rates) after the 1 year maintenance period.

4.0 PROPOSAL SELECTION

The overall process will be to evaluate the technical components of all the proposals completely and independently from the cost component. The proposals will be evaluated and scored on a 100-point total basis using the following criteria:

1. Clear and concise proposal showing project understanding and approach.
 - i. 35 points
2. Qualifications and experience with similar types of projects.
 - i. 20 points
3. Cost effectiveness of the new system.
 - i. 30 points
4. Warranty and post installation support, location and accessibility of firm.
 - i. 15 points

The District reserves the right to make a consultant selection without an interview process. If determined to be required, two or three of the submitting firms/teams will be invited to an interview/presentation. Only the Project Manager and Key Team Members shall attend the interview/presentation, up to a maximum of 5 persons. The evaluation / interview panel may include representatives from the District, Consultants and Other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and proposal preparation shall be borne by the consultants.

Once the top firm/team has been determined, District staff will start contract negotiations with the firm/team. If contract negotiations are not successful, the second ranked firm/team may be asked to negotiate a contract with District, etc.

EXHIBIT A –AGREEMENT

**CALAVERAS PUBLIC UTILITY DISTRICT
JEFF DAVIS WATER TREATMENT PLANT
SCADA PROJECT**

AGREEMENT

This Agreement ("Contract") is made this _____ day of _____, 2019 between _____ ("Contractor") and Calaveras Public Utility District ("Owner").

The work described in Section 1 below shall be performed in accordance with the Request for Proposal dated February 28, 2019 including any plans, specifications and other Contract documents for the project known as "**Jeff Davis Water Treatment Plant SCADA Project**".

The name and address of the construction lender (if applicable) is: N/A

SECTION 1. SCOPE The Contractor agrees to furnish all labor, materials, equipment and other facilities required to complete the following work in accordance with the: **Jeff Davis Water Treatment Plant SCADA Project**.

SECTION 2. PRICE AND PAYMENT The Owner agrees to pay the Contractor for the strict performance of the work not to exceed _____ dollars(\$_____).

SECTION 3. ENTIRE AGREEMENT This agreement represents the entire agreement between the Contractor and the Owner regarding the work described in Section 1, and supersedes any prior written or oral agreements or representations as to that work.

SECTION 4. TIME Time is of the essence of this agreement. The Contractor shall provide the Owner with a progress and completion schedule and shall conform to that schedule, including any changes to that schedule agreed to between the Owner and the Contractor or required by circumstances beyond Contractor's control. Contract to be completed no later than **JUNE 15, 2019**.

SECTION 5. SUSPENSION OF WORK If any payment is not made to Contractor as required under this Contract, Contractor may suspend work until such payment is made. Contractor may also suspend work under this Contract if a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the work. Contractor may request that the Owner provide written proof of Owner's ability to pay Contractor for the work remaining to be performed by Contractor at any time prior to or during performance of this Contract. Failure of Owner to provide such proof shall be justification for Contractor's suspension of work under this Contract. Any suspension of work under this Contract will also suspend the progress and completion dates set forth in Section 4.

SECTION 6. INSPECTION OF THE WORK The Contractor shall make the work accessible at all reasonable times for inspection by the Owner. The Contractor shall inspect all materials and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

SECTION 7. SITE ACCESS AND RIGHT OF WAY The owner shall provide, no later than the date when needed by the Contractor, all necessary access to the lands upon which the work is to be performed, including convenient access to the lands and any other lands designated in the Contract Documents for use by the Contractor.

SECTION 8. REPORTS AND SURVEYS Owner shall furnish upon request and prior to the start of work all maps, surveys and reports describing the physical characteristics, soil, geology and subsurface conditions, legal limitations, utility locations and legal description that might assist the Contractor in property evaluating the extent and character of the work required. The Owner shall provide all land surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

SECTION 9. TERMINATION The Owner reserves the right to terminate the work for its convenience upon notice in writing to the Contractor. In such event, the Contractor shall be paid the actual costs for the portion of the work performed to the date of termination, and for all of Contractor's incurred costs of termination.

SECTION 10. INDEMNIFICATION To the extent permitted by law, Contractor shall defend, indemnify and hold harmless Calaveras Public Utility District, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Calaveras Public Utility District, its directors, officers, employees, and authorized volunteers.

SECTION 11. INSURANCE Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, 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 by the Contractor, his agents, representatives, employees, or subcontractors.

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

1. **General Liability - 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 five million dollars (\$5,000,000) 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 Calaveras Public Utility District or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - The Contractor shall provide workers' compensation coverage 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** (also known as Transfer of Rights of Recovery Against

Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Calaveras Public Utility District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Calaveras Public Utility District; this provision applies regardless of whether or not the Calaveras Public Utility District has received a waiver of subrogation from the insurer.

4. **Builder's Risk** – (Course of Construction) if necessary- insurance utilizing an “All Risk” (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work**
5. **Contractor's Pollution Liability** – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the Calaveras Public Utility District 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 of insurance and coverage shall be available to the Calaveras Public Utility District.

Other Required Provisions – The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Calaveras Public Utility District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
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 Calaveras Public Utility District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Calaveras Public Utility District, 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 Calaveras Public Utility District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by Calaveras Public Utility District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to Calaveras Public Utility District. The Calaveras Public Utility District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by Calaveras Public Utility District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain **builder's risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Calaveras Public Utility District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with Calaveras Public Utility District, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Calaveras Public Utility District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Calaveras Public Utility District.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the Calaveras Public Utility District. At the election of Calaveras Public Utility District, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the Calaveras Public Utility District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the Calaveras Public Utility District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Calaveras Public Utility District.

Verification of Coverage - Evidences of Insurance Contractor shall furnish the Calaveras Public Utility District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Calaveras Public Utility District 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 Calaveras Public Utility District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of Calaveras Public Utility District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against Calaveras Public Utility District (if builder's risk insurance is applicable) to Calaveras Public Utility District at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as

broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of Calaveras Public Utility District, deliver to Calaveras Public Utility District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

Other Considerations/Exceptions:

If scope includes Design/Build exposures include:

Professional Liability - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Professional Liability maybe Claims Made Policies – include the following provisions.

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 contract work.

SECTION 12. ARBITRATION Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be settled by arbitration in accordance with Construction Industry Rules of the American Arbitration Association in effect on the date of the Contract, and judgment upon the award rendered by arbitrator(s) may be entered in any court having jurisdiction. Owner and Contractor agree that, should Contractor be potentially or actually a party to a lawsuit or arbitration arising out of or connected to this Contract, Owner shall appear in, and be bound by the decision in, that lawsuit or arbitration. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorneys’ fees and costs (including expert witnesses) in that action or proceeding.

SECTION 13. WARRANTY The Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new unless otherwise specified and that all work under this agreement will be performed in a good and workmanlike manner, shall be of good quality free from fault and defects and in conformance with Contract documents.

SECTION 14. SPECIAL PROVISIONS (including unit pricing, if applicable): All work to be performed in accordance with the Request for Proposal dated February 28, 2019.

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

Dated: _____

Dated: _____

Owner:
Calaveras Public Utility District

Contractor:

(Owner Signature)

(Name)

(Title)

(Address)

(Address)

(Contractor Signature)

(Name)

(Title)

(Address)

(Address)

(Contractor's License No.)