

# Request for Proposals for Environmental Cleanup of the Roseburg Commerce Park – Box Factory Site

City of Mt. Shasta  
(530) 926-7517 – [jlucchesi@mtshastaca.gov](mailto:jlucchesi@mtshastaca.gov)

Issued: December 21, 2020  
Statement of Interest Due: January 15, 2021  
Proposals Due: February 5, 2021, 5:00 P.M.

## **Introduction and Background**

The City of Mount Shasta (City) is requesting proposals from a Qualified Environmental Professional (QEP) to implement environmental cleanup under a U.S. Environmental Protection Agency (EPA) Brownfield Cleanup Cooperative Grant, agreement BF 99Y45801 (hereinafter referred to as "grant"). The City authored the grant proposal and was awarded the grant in September of 2016. The contract will be with the City.

The brownfield sites are located in the old Roseburg Mill Site in south Mt. Shasta. The Roseburg Mill was dismantled in 1985 and is 127 acres in size. Site topography is relatively flat with dirt access roads.

The site is separated into several areas. The focus of this cleanup grant is the box factory area which is approximately 1,362 square feet of Polychlorinated biphenyls (PCB) contaminated soil will be excavated to a depth of 1 ft bgs at the transformer site and approximately 3,880 square feet of dioxin and furan contaminated soil will be excavated to 3 ft bgs at the burner site.. Additional work may include the transportation of (non-RCRA California hazardous waste) contaminated soil stockpiled on the adjacent New Mill site.

Contaminated soil within the former footprints of the Box Factory transformer and burner will be excavated and disposed of at an appropriate facility. To achieve a condition of No Significant Risk, use restrictions/institutional control for containment will be developed facilitating development of the larger 44-acre parcel. The remediation proposed in this cleanup application is consistent with the Analysis of Brownfields Cleanup Alternatives (ABCA; attached), State Required Removal Action Workplan (RAW), and California Environmental Quality Act (CEQA) process vetted by the community (throughout the life of the project) EPA, and the California Department of Toxic Substance Control (DTSC). The remediation techniques selected will protect human health and the environment while catalyzing redevelopment of the entire Landing.

## **Scope of Work**

The following scope of work addresses the services needed for a successful project, the City also encourages consultants to provide additional or innovative approaches to the work to be accomplished. Each submittal will be evaluated for completeness, experience with similar work, references, and familiarity with federal grant procedures. The scope of services includes, but is not limited to:

- Initial Coordination Meetings with DTSC, EPA, and the City
- Sampling and Analysis Plans (SAP) using the EPA format
- Quality Assurance/Quality Control (QA/QC) Plan

- Transportation Plan (TSP for adjacent parcel available)
- City of Mount Shasta Grading Permit
- Streambed Alteration Agreement with California Department of Fish and Wildlife (CDFW)
- Soil quality records for backfill material
- Implementation of the Removal Action Workplan
  - Excavation of approximately 1,000 cubic yards and removal to a permitted facility
  - Soil remediation may include the removal of a few trees and backfilling the excavation with of clean soil and grading
- Transportation of contaminated soil stockpiled on the adjacent New Mill Site
- Closure Report

All activities conducted with grant funds must comply with the EPA's Workplan and Cooperative Agreement Terms and Conditions, which is included in this RFP as Attachment 1.

### **Supplemental Documents**

Due to file size constraints, the RAW, California Environmental Quality Act (CEQA) Mitigated Negative Declaration, and additional information can be found by accessing the State Envirostor Database for The Landing-Old Mill Site Section (ID #60002107) at:

[https://www.envirostor.dtsc.ca.gov/public/profile\\_report?global\\_id=60002107](https://www.envirostor.dtsc.ca.gov/public/profile_report?global_id=60002107)

### **Project Budget**

Per the approved EPA Grant document, the estimated cost to implement the project is \$429,200.00.

### **Term**

The term for the agreement shall be from contract executed by Contractor until October 30, 2023 or later if the grant is extended.

### **Submission Guidelines and Requirements**

Proposals are expected to consider all anticipated project components, however the precise scope of services and schedule of work in any contract will be dependent on the consultant selected, funding approvals, and needs of the project. The City may issue separate notices to proceed for various phases of the professional services work and may desire to contract with more than

one firm or individual.

The following submission guidelines and requirements apply to this Request for Proposal:

1. Qualified individuals or firms with prior experience in EPA rural Brownfield Projects should submit proposals in response to the Request for Proposal.
2. Bidders intent on submitting a proposal should so notify the contact listed below no later than January 15, 2021.
3. Bidders must list at least 2 projects that are substantially similar to this project as part of their response, including references for each. Examples of work should be provided as well.
4. A technical proposal must be provided and must provide resumes of all key personnel performing the work. In addition, the technical proposal should provide a proposed schedule that will meet the grant requirements regarding milestones, as applicable.
5. Proposals will be limited to 15 pages. Resumes will not be counted within the 15-page limit. Cover, cover letter, and tabs will be counted.
6. A list of sub-consultants, if any, to be used to perform the work.
7. A price proposal must provide and should indicate the overall fixed price for the project as well as hourly rates and an estimated total number of hours.
8. Proposals must be signed by a representative that is authorized to commit bidder's company, firm or organization.
9. If you have a standard set of terms and conditions, please submit them with your proposal.
  - a. Proposals must be received by February 5, 2021, 5:00 P.M.
  - b. Proposals must remain valid for a period of 90 days.

City of Mt. Shasta reserves the right to reject any and all proposals, waive any irregularity in the proposals and/or to conduct negotiations with any firms. This request for proposals does not obligate the City to enter into a professional services agreement, nor does it commit the City to pay any costs associated with the preparation and submittal of a proposal.

### **Evaluation Criteria**

The City of Mt. Shasta will rate proposals based on the following factors:

1. Responsiveness to the requirements set forth in the RFP.
2. Relevant past performance/experience in rural Brownfield projects.

### 3. Samples of work.

City of Mt. Shasta staff will review the proposals to determine those candidates considered to be best qualified and contact references. At the option of the City, interviews may be used as part of the selection process. The City will enter negotiations with the firm selected. If such negotiations are not successful, negotiations will then be entered with the next most qualified firm.

### **Insurance**

The form of contract includes standard form insurance requirements and standard form insurance certificates, which are utilized by the Small Cities Organized Risk Effort (SCORE), a self-insurance joint powers agency, of which the City of Mt. Shasta is a member. A copy of SCORE's "Insurance requirements for Professional Services" is attached as an exhibit.

### **Contract Provisions**

All consultants will be required to maintain site-specific expense records and allocate invoiced costs to appropriate funding categories. The successful consultants, and any subconsultants, will be required to comply with a variety of federal contracting and grant requirements including restrictions on lobbying activities, excluded parties, records retention and availability for audit, affirmative and drug-free employment practices, conflicts of interest, and reporting on compliance efforts.

### **Contact Person**

Juliana Lucchesi  
305 N Mt. Shasta Blvd.  
Mt. Shasta, CA 96067  
[jlucchesi@mtshastaca.gov](mailto:jlucchesi@mtshastaca.gov)

### **Statement of Interest/Questions**

All firms interested in preparing a proposal must submit a statement of interest to [jlucchesi@mtshastaca.gov](mailto:jlucchesi@mtshastaca.gov) by January 15, 2021. The Statement of interest must include the firm/entity name, contact person(s), and email or return address. Firms on this list will receive questions submitted, respective answers, and if applicable, additional project information.

Questions will only be answered via email addressed to the contact listed above. No questions will be answered verbally at the City. Initial questions must include a statement of interest consisting of the firm name, contact person(s),

and email. The last day to submit inquiries is January 22, 2021.

**Submittal Time and Place**

Proposals will be accepted by the City of Mt. Shasta until 5:00 p.m. on February 5, 2021. One (1) hard copy plus one (1) electronic copy (in PDF format) of the entire proposal are required.

Hard copy proposals shall be submitted to:  
City of Mt. Shasta  
RE: Mt. Shasta Brownfield Cleanup  
ATTN: Juliana Lucchesi  
305 N Mt. Shasta Blvd.  
Mt. Shasta, CA 96067

Electronic copy shall be submitted to: [jlucchesi@mtshastaca.gov](mailto:jlucchesi@mtshastaca.gov)

**Summary of Schedule**

The project timeline below is subject to change.

Issue Date	December 21, 2020
Statement of Interest	January 15, 2021
Last Day for Submitting Inquiries	January 22, 2021
Proposal Submission Deadline	February 5, 2021
Consultant interviews (if needed)	February 18 <sup>th</sup> – 22 <sup>nd</sup> , 2021
Award Contracts	March 8, 2021
Project Implementation	March/April 2021
Final Reporting and Project Close Out	October 2023

**List of Consultants**

In no particular order, consultants listed below have either responded to, shown interest in, or participated in brownfields work in Siskiyou County to the knowledge of current staff at the City.

<b>Consultant Firm</b>	<b>Completed Siskiyou Brownfields Work with the City</b>
Ecology and Environmental	
Ninyo & Moore	
SHN Consulting	
Jacobson James & Associates	
Stantec	
TRC Solutions, Inc.	X
GeoCon	X
Lawrence & Associates	X
EKI Environment & Water, Inc.	
EFI Global, Inc.	
VESTRA	
Apex	
SW Maintenance Corporation	
Stericycle	
TestAmerica	
Provost & Pritchard	

## Exhibit A – EPA Grant Workplan, Terms, and Conditions

### **Administrative Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at <http://w\www.epa.gov/grants/grant-terms-and-conditions>.

#### **A. Annual Federal Financial Report (FFR) - SF 425**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to September 30 of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov) no later than December 30 of the same calendar year. The form with instructions can be found on LVFC's website at <http://www2.epa.gov/financial/forms>.

#### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

#### **C. Six Good Faith Efforts 40 CFR Part 33, Subpart C**

Pursuant to 40 CFR Section 33.301 , the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive



process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### D. Utilization of Disadvantaged Business Enterprises

##### General Compliance, 40 CFR Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33.

##### Fair Share Objectives, 40 CFR Part 33, Subpart D, Section 33.402

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR Part 33, Subpart D,

The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

The recipient has either negotiated the following goals with EPA or accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the California State Water Resources Control Board as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market.

#### Contract Administration Provisions, 40 CFR Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. Bidders List, 40 CFR Section 33.501 (b) and (c) Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

#### E. MBE/WBE Reporting

General Compliance, 40 CFR Part 33, Subpart E Reporting Condition MBE/WBE reporting is required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the Other category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) a justification and budget detail within 21 days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization under Federal Grants, Cooperative agreements report (EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled annual: in section 1B of the form. For the final report, recipients must check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take

place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) . The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at <http://www.epa.gov/osbp/dbereporting.htm> .

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

#### F. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

### **Programmatic Conditions**

Cleanup Terms and Conditions and Davis Bacon are attached in the award document.

#### Quality Assurance (QA) Requirements

- a. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.
- b. In addition, the recipient must comply with the following QA requirements:
  - i. This grant includes the performance of environmental measurements, therefore, a QA Plan, a Sampling and Analysis Plan, or other comparable document covering QA activities, must be prepared before any sampling or cleanup activities at the site may begin. An example of a comparable document is a Sampling Plan approved by the state oversight authority. If the document submitted does not meet EPA's basic information requirements, an addendum or supplemental Sampling and Analysis Plan may be required before sampling work may begin. The recipient should consult with the Region 9 Quality Assurance Office at 415-972-3411 to determine if a QA document is required. The Quality Assurance Manager will determine what type of QA documentation would be most appropriate and what QA guidance should be followed if a document is required. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Typically, measurement activities must be described by the type of media (soil, water,

air), by the phase of the project (i.e.: sampling backfill material, air monitoring during removal work, confirmation sampling), and by location.

- ii. Emergency measurements may be taken without a QA Plan being prepared if the Region 9 Quality Assurance Manager agrees that the nature of the data collection activity required due to the emergency warrants an exemption and the recipient contacts the Quality Assurance Manager to obtain approval prior to beginning the sampling work. Contact the QA Office at 415-972-3411. In the event an unforeseen site condition arises during the cleanup work, changes or deviations to the type of contaminant sampled, methodology, or sample spacing, the recipient must contact the Quality Assurance Manager to determine if the Sampling and Analysis Plan must be amended before new work is initiated. If the change is such that a site hazard is created by a delay in the work} the recipient shall contact the Quality Assurance Manager to obtain approval prior to formally revising the document. Minor field deviations (i.e: slight location changes) should be noted in the final cleanup report, but do not require EPA approval.
- iii. In general, a QAPP or Sampling and Analysis Plan will require approximately two to four weeks for the EPA Quality Assurance Manager to review and return comments. Documents generally require one revision and re-submittal. The re-submittal review time is typically two weeks.

c. Cybersecurity:

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement} it will protect the data by following all State or Tribal law cybersecurity requirements as applicable.

(b)(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(b)(2) The recipient agrees that any subawards it makes under this agreement will

require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331 (d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

###END OF DOCUMENT###

## Exhibit B: Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for x years thereafter, 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 by the Contractor, 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 (ISO) 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 \$5,000,000 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: Insurance Services Office Form CA 0001 covering Code I (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$ I per accident for bodily injury or disease.
4. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds as described below.
6. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the 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 Entity.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity 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 Entity.

### **Other Insurance Provisions**

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

1. **The Entity, 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 Contractor including materials, parts, or equipment furnished in connection

with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

#### ***Builder's Risk (Course of Construction) Insurance***

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment, The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

#### ***Claims Made Policies — (If at all possible, avoid and require occurrence type CGL policies)***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### ***Acceptability of Insurers***

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

### ***Waiver of Subrogation***

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

### ***Verification of Coverage***

Contractor shall furnish the Entity 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 Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### ***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warrant period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### ***Special Risks or Circumstances***

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



## Insurance Requirements for Environmental Contractors and/or Consultants

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage 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 subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

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: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
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.
4. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the 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 Entity.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Entity 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 Entity.

### ***Other Insurance Provisions***

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
  1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds 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 (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
- 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 Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
  4. A copy of the claims reporting requirements must be submitted to the Entity for review.
  5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII if admitted in the State of California.

***Verification of Coverage***

Contractor shall furnish the Entity 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 Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor 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 Entity has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

***Special Risks or Circumstances***

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

Exhibit C

Sample Forms: Surety Bonds  
Performance Bond

BOND NO. \_\_\_\_\_  
PREMIUM: \_\_\_\_\_

WHEREAS, The \_\_\_\_\_, (hereinafter designated as "Obligee") and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as project \_\_\_\_\_ is hereby referred to a made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we, the principal and \_\_\_\_\_ surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States for the payment of which sum well and tally to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by theses presents.

The condition of this obligation is such that if the above bound principal, his or its heirs, executors, administrators, successors or a shall things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided on his or their part, to be kept and perform and at the time and in the manner therein specified, and in all respects according to their hue intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then is shall become null and void; otherwise it shall be and remain in full and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and include in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By \_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
ATTORNEY-IN-FACT