



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1153 MEADOW CREEK LAGOON REED MANAGEMENT

November 17, 2011

The San Luis Obispo County Flood Control and Water Conservation District (District) is currently soliciting proposals for professional services for Meadow Creek Lagoon Reed Management.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The District reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the District, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the District. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The District is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit five (5) hard copies and one (1) electronic copy (on CD) of your proposal on December 1, 2011 by 3:00 p.m. to:

County of San Luis Obispo
Debbie Belt, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. Submit all technical questions, information requests, comments and suggestions in writing, via email, to the project manager, Tom Trott (ttrott@co.slo.ca.us). All questions will receive a response within 2 business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The District reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

DEBBIE BELT
Buyer – GSA - Purchasing
<mailto:dbelt@co.slo.ca.us>

**San Luis Obispo County Flood Control and Water Conservation District
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MEADOW CREEK LAGOON REED MANAGEMENT**

LOCAL VENDOR PREFERENCE

The District has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of five (5) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on December 1, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Debbie Belt
Telephone: (805) 781-5903

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved District procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the District reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The District reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the District may appear.
8. All documents submitted to the District in response to this Request for Proposal will become the exclusive property of the District and may be returned to the proposer or kept by the District, in the District's sole discretion.
9. All proposals shall remain firm for ninety (90) days following closing date for receipt of proposals.
10. The District reserves the right to award the contract to the firm who presents 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.
11. Termination of Contract:

WITH CAUSE: The District may immediately cancel this contract for cause. Due cause for termination shall include, but not be limited to failure to deliver according to schedule, failure to respond to technical questions in a satisfactory manner, and/or other reasons of unsatisfactory service.

WITHOUT CAUSE: Both the District and the contractor may, upon giving thirty (30) days written notice, terminate this contract with or without cause.

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12. Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that it will comply with the "Contractor's Agreements" provisions of Presidential Executive Order No. 11246.
13. The Contractor agrees to comply with all applicable provisions of Federal, State, and/or Local laws governing the duties and obligation of businesses and employers. *Including Prevailing Wage Rates as applicable.*
14. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the District during subsequent negotiations.
15. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the District, must be available for inspection and copying upon the request of any person. Under the Act, the District may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the District considers proper under the law. If an agreement is entered into with the proposer, the District shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The District will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the District arising out of such dispute, lawsuit, claim or demand.

16. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase "**Proprietary Information Included**". This can be hand written or printed on the CD label.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type and size of organization.
 - b. Outline of recent projects completed that are directly related to this project.
 - c. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Approach to the Project
 - a. Brief description of proposed plan to perform all work included herein. At a minimum, description shall identify and/or describe number of workers, types of equipment/tools to be used, site access, method of cutting, method of debris removal and location of debris disposal and anticipated schedule.
 - b. Anticipated project schedule from Notice to Proceed to completion of work.
 - c. Indication of information and participation the proposer will require from District staff.
5. Proposed Project Cost
 - a. Proposed fee breakdown to complete project as described under Project Scope and Conditions of Work.
 - b. Project cost shall be broken down into basic items of work as deemed necessary and appropriate by the proposer. Breakdown shall include a total project cost
5. Insurance and Indemnification
 - a. Confirmation that the Contractor will provide indemnification and a certificate of liability insurance coverage in accordance to the requirements of Exhibit E within five (5) days after the Notice of Award is issued. Certificate of liability insurance shall name the San Luis Obispo County Flood Control and Water Conservation District and the County of San Luis Obispo and their respective employees and officers as additionally named insureds and shall be maintained in full force and effect for the duration of the contract.
 - b. Cost to provide insurance coverage shall be reflected in the project cost.

PROJECT SCOPE AND CONDITIONS OF WORK

Project Description

The District is seeking bids for the partial removal of reeds, bulrushes, cattails and other vegetation in the Meadow Creek Lagoon to provide for enhanced water flow through certain vegetated areas. Meadow Creek Lagoon is located in Oceano near Pismo State Beach. Over time, a portion of the Lagoon has become overgrown with reeds and other vegetation, restricting the flow of water from Meadow Creek to Arroyo Grande Creek, which outlets into the ocean. This restriction of flow increases the risk of flooding to nearby residential neighborhoods during storm events.

The project generally consists of cutting a minimum 10-foot wide pathway through the reeds and vegetation in the Lagoon in locations that have been identified as the deepest part of the Lagoon and the most likely to pass water. Creation of these paths will allow flow to better pass through the vegetation and flow into Arroyo Grande Creek. Exhibit A illustrates the areas where pathways need to be created. Exhibits B and C provide photos and videos of the current conditions of the areas needing to be cut. Exhibit D provides existing topographic information for the bottom of the Lagoon.

Environmental Permits

The District is in the process of obtaining environmental permits for this work. All environmental permits shall be obtained prior to commencement of work. If the conditions of the environmental permits differ materially from the scope and conditions of work provided herein, payment for such work shall be negotiated at the time permits are obtained and said work is identified.

Means and Methods

At this time, it is anticipated that environmental permits will require that work performed within the Lagoon be done by hand with non-mechanical, non-gasoline powered hand tools. However, there is a possibility that environmental permits may allow use of mechanical, gasoline-powered tools and machinery within the Lagoon. Proposers are welcome to provide proposals for performing the work described herein with mechanical machinery and methods. If such proposals are submitted, the District highly recommends that the proposal also include a separate method and cost for performing the work by hand.

Proposals that propose both the work by hand method and the mechanical means method shall provide a separate work description, schedule and cost breakdown for each individual method. See the Proposal Format section herein for details.

Scope and Conditions of Work

All work shall be completed per the following scope and conditions of work and attached Exhibit A, "Reed Management Plan." Contractor shall complete the following work and adhere to the following conditions:

1. Contractor shall cut a minimum 10-foot wide path through reeds, bulrushes, cattails and other vegetation in the locations shown in Exhibit A (Reed Management Plan). Pathway shall be completely clear to be deemed complete.

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MEADOW CREEK LAGOON REED MANAGEMENT

2. All reeds, bulrushes, cattails and other vegetation cut within the minimum 10-foot paths shall be cut to an elevation that is the equal to or just below the Lagoon water level.
3. All vegetation cutting shall be by hand with hand tools. No mechanical or gasoline powered equipment shall be used unless approved by the District prior to bidding. See "Means and Methods" paragraph above regarding proposals to use mechanical equipment.
4. All cut reeds, vegetation and other materials or objects that become loose and detached as a result of the Contractor's work shall be completely removed from the Lagoon and disposed of off site by the Contractor. Contractor shall also remove and dispose of any other loose floating vegetation located within cleared pathways.
5. Access to reeds shall be by non-motorized boat or other floating device that allows for a work platform. Contractor shall note that some areas in the Lagoon may be too shallow for boat access. In such cases, alternate access methods may be acceptable if approved in advance by the District.
6. Tractors, excavators, backhoes, loaders and other gasoline powered mechanical equipment shall not be used within the Lagoon unless approved by the District prior to bidding. See "Means and Methods" paragraph above regarding proposals to use mechanical equipment. .
7. All equipment, structures and facilities within the vicinity of the project site shall be protected at all times from the Contractor's operations. Any damage to private or public property caused by the Contractor's operations shall be repaired by the Contractor at the Contractor's expense.
8. Contractor's activities shall not pollute the Lagoon in any way. The Contractor shall control material pollution and manage waste by implementing effective handling, storage, use, and disposal practices.
9. Contractor shall adhere to all provisions of the environmental permits (to be determined prior to performance of work).
10. Biological monitoring and environmental training will be provided by the District. The monitor will be responsible for interpreting the environmental permit requirements in the field. All crews will follow instructions and protocols given by the monitor in order to remain in compliance with permit requirements. Contractor shall plan to have all workers attend an onsite one hour pre-construction/environmental training meeting prior to start of any work.
11. Contractor shall allow for inspections by the District when work is 50% complete and 95% complete. Contractor shall also allow time to address any punch list items identified by the District during these inspections.
12. Contractor shall be responsible to satisfy himself of the existing conditions of the Lagoon prior to submitting bids. Contractor may rely on the photos and videos provided in Exhibits B and C to determine the existing conditions of areas of work that are not accessible during pre-bid investigations.

Project Schedule

This work shall be diligently prosecuted to completion before the expiration of 15 WORKING DAYS from the date of receipt of the "Notice to Proceed." The Contractor shall not begin work in advance of receiving a written "Notice to Proceed."

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Attachments

- Exhibit A: Meadow Creek Lagoon – Reed Management Plan
- Exhibit B: Meadow Creek Lagoon – Photos of Existing Lagoon Conditions
- Exhibit C: Meadow Creek Lagoon – Videos of Existing Lagoon Conditions
- Exhibit D: Meadow Creek Lagoon – Bathymetric Survey
- Exhibit E: Indemnification and Insurance Requirements

**MEADOW CREEK LAGOON
REED MANAGEMENT PLAN
OCEANO, CA**



LEGEND

- Cut minimum 10' clear path through reeds, cat tails, bulrushes and other vegetation
- A** Cut clear path from Sand Canyon Flap Gates to Aloha Place Roadside Ditch
- B** Cut clear path from Sand Canyon Flap Gates to intersection of path C & D
- C** Cut clear path from intersection of path B, C & D to Lakeside Ave
- D** Cut clear path from intersection of path B, C & D to open Meadow Creek Lagoon water

NOTES

1. Some portions of the paths shown hereon are already at least 10' wide and do not need to be cleared.
2. Aerial photo is not current. See attached Existing Lagoon exhibit for photos of actual conditions.
3. Refer to the attached specifications for a detailed description of work.
4. This exhibit is not to scale.

Image © 2011 DigitalGlobe
© 2011 Google



November 2011

EXHIBIT B

MEADOW CREEK LAGOON – REED MANAGEMENT

Photos of Existing Lagoon Conditions



Photo 1 – Meadow Creek Lagoon (looking southeast)



Photo 2 – Meadow Creek Lagoon Reed Management Area (looking southeast)



Photo 3 – Meadow Creek Lagoon Reed Management Area (looking north)



Photo 4 – Meadow Creek Lagoon Reed Management Path A (looking west)



Photo 5 – Meadow Creek Lagoon Reed Management Paths A & B (looking north)



Photo 6 – Meadow Creek Lagoon Reed Management Paths A & B (looking southwest)



Photo 7 – Meadow Creek Lagoon Reed Management Paths A, B & C (looking east)



Photo 8 – Meadow Creek Lagoon Reed Management Paths B, C & D (looking north)



Photo 9 – Meadow Creek Lagoon Reed Management Paths B, C & D (looking northwest)



Photo 10 – Meadow Creek Lagoon Reed Management Paths C & D (looking northeast)

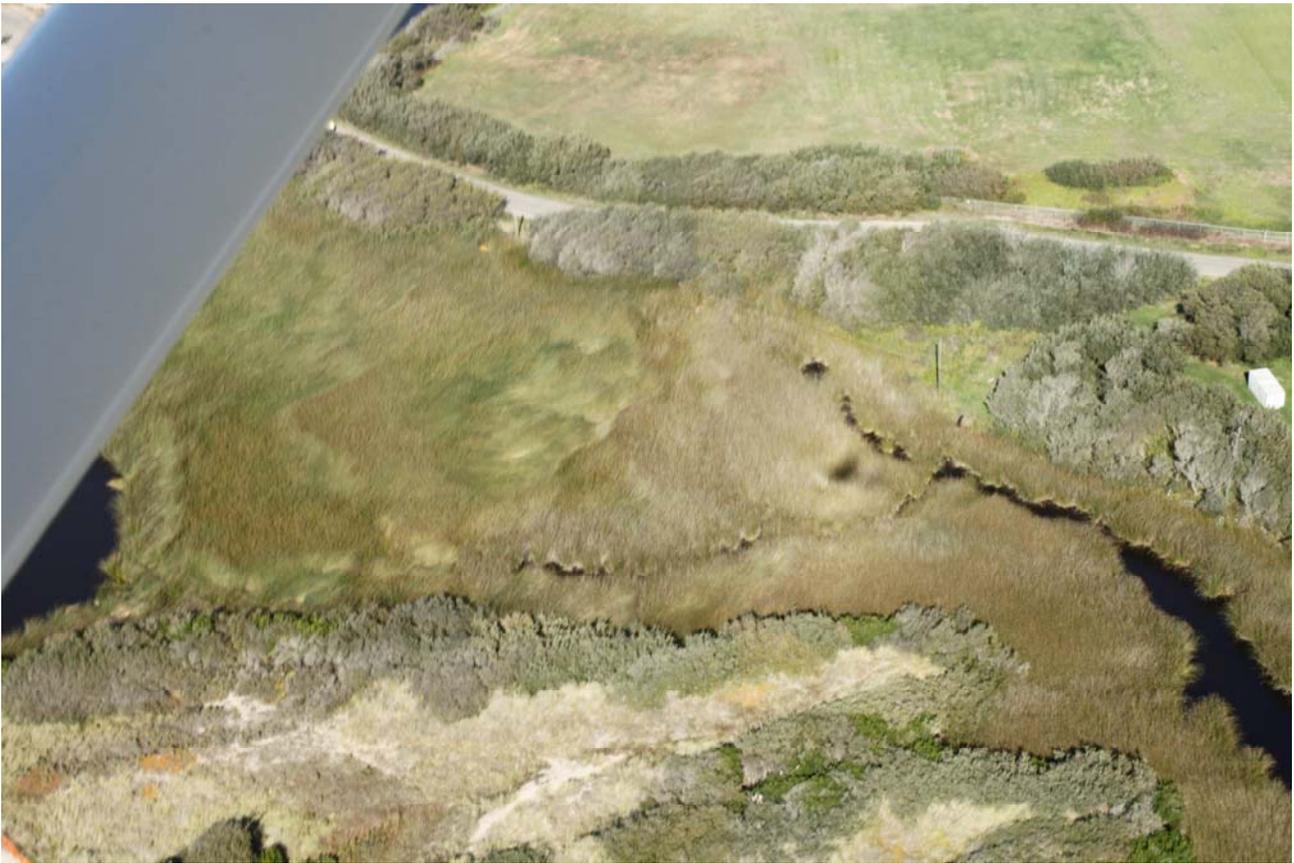


Photo 11 – Meadow Creek Lagoon Reed Management Paths C & D (looking northeast)

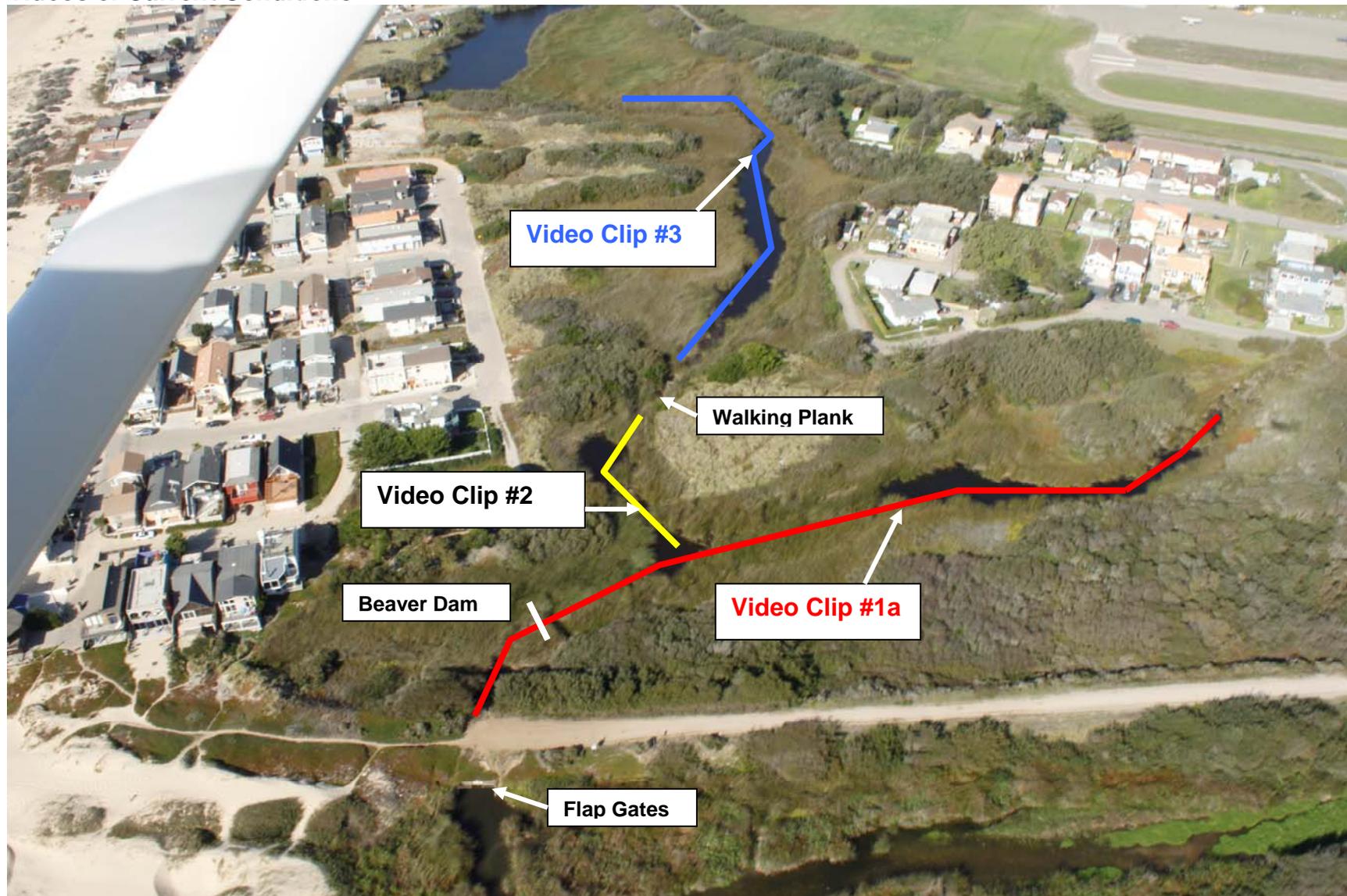


Photo 11 – Meadow Creek Lagoon Reed Management Paths C & D (looking southeast)

EXHIBIT C

MEADOW CREEK LAGOON – REED MANAGEMENT

Videos of Current Conditions



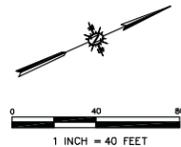
Video Clip #1a – <http://www.youtube.com/watch?v=MJEM6H9FRWA&feature=youtu.be>

Video Clip #2 – <http://www.youtube.com/watch?v=WITqQjfiN8>

Video Clip #3 – <http://www.youtube.com/watch?v=QjvhfXj8heo&feature=youtu.be>



F:\proj\2010\100405\3 Project Design\Civil - ELEC\Construction Drawings\Exhibits\Bathymetric Survey Exhibit Map\CE100405EX0002.dwg 11-14-11 02:42:59 PM CharlieG



GENERAL NOTES

① ON THE DATE THIS SURVEY WAS PERFORMED, THE WATER SURFACE ELEVATION WAS SURVEYED TO BE 8.7-FT.

REV. NO	DATE	REVISED	DESTROY ALL PRINTS BEARING EARLIER DATE	REV. BY	CKD. BY	APRD BY



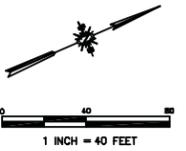
1050 Southwood Drive
San Luis Obispo, CA 93401
P 805.544.7407 F 805.544.3863

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF CANNON. ALL DESIGNS AND INFORMATION ON THESE DRAWINGS ARE FOR USE OF THE SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE OR REPRODUCED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF CANNON.

MEADOW CK LAGOON & LOWER ARROYO GRANDE CK FLOOD EMERGENCY PREPAREDNESS PROJECT BATHYMETRIC SURVEY EXHIBIT MAP COUNTY OF SAN LUIS OBISPO		
DRAWN BY CAG	DATE 11/9/11	CA JOB NO. 100405
CHECKED BY	SCALE 1" = 40'	SHEET 1 OF 2



C:\Users\Charlie\AppData\Local\Temp\AcPublish_2684\CE100405\0003.dwg 11-14-11 02:35:04 PM CharlieG



GENERAL NOTES

① ON THE DATE THIS SURVEY WAS PERFORMED, THE WATER SURFACE ELEVATION WAS SURVEYED TO BE 8.7'-FT.

REV. NO	DATE	REVISED	DESTROY ALL PRINTS BEARING EARLIER DATE	REV. BY	CKD. BY	APRD BY

1050 Southwood Drive
San Luis Obispo, CA 93401
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MEADOW CK LAGOON & LOWER ARROYO GRANDE CK FLOOD EMERGENCY PREPAREDNESS PROJECT		
BATHYMETRIC SURVEY EXHIBIT MAP		
COUNTY OF SAN LUIS OBISPO		
DRAWN BY CAG	DATE 11/9/11	CA JOB NO. 100405
CHECKED BY	SCALE 1" = 40'	SHEET 2 OF 2

EXHIBIT E

INDEMNIFICATION AND INSURANCE REQUIREMENTS

SAN LUIS OBISPO COUNTY

CONTRACTOR - NON CONSTRUCTION

Indemnification:

Contractor shall defend, indemnify and hold harmless the District and the County and their respective officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the District and County and their officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the District and County and their officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the District and County the fullest indemnification, defense, and “hold harmless” rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

SAN LUIS OBISPO COUNTY INSURANCE REQUIREMENTS

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: DEBBIE BELT, GSA PURCHASING, 1087 SANTA ROSA STREET, SAN LUIS OBISPO, CA 93408.