

## REQUEST FOR QUALIFICATIONS

# SB-1383 COMPOST CONSULTING SERVICES

*Sponsored by the*  
**SAN MATEO RESOURCE CONSERVATION DISTRICT**

May 24, 2021

**Request for Qualifications**  
Compost Consulting Services

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**Published by the authority of:**  
San Mateo RCD Board of Directors  
80 Stone Pine Road, Suite 100  
Half Moon Bay, CA 94019  
(650) 712-7765

## REQUEST FOR QUALIFICATIONS Compost Consulting Services

### **Introduction**

The mission of the RCD in San Mateo County is to help people protect, conserve, and restore natural resources through information, education, and technical assistance programs. The San Mateo Resource Conservation District (RCD), in partnership with the San Mateo County Office of Sustainability (OOS), seeks a consultant to support compost projects and SB-1383 compliance for San Mateo County.

The RCD seeks qualified consultants to support various activities related to compost including:

- SB-1383 Compliance, specifically compliance with SB 1383's recovered organic waste product procurement requirements through the procurement of compost, which may include assessing compost quality, compost procurement options, and options for suburban and agricultural compost use.
- Cost assessments for various composting programs and systems
- Assessing and interpreting waste generation data
- Conceptual designs for a small-scale compost facility, including capacity, infrastructure requirements, permitting, and cost estimates

Contracting Entity: The RCD is the contracting entity and project manager on behalf of the San Mateo County Office of Sustainability (OOS). The RCD is a non-regulatory public benefit district to help people protect, conserve, and restore natural resources through information, education, and technical assistance programs. The RCD is a division of state government under Division 9 of the Public Resources Code.

Notice of Grant Funding: Applicants are notified that projects are funded by through a funding agreement from the County to the RCD. The RCD will not be required to pay the contractor until funds are received from the funding agency, which is normally between 30 and 90 days from the approved pay request depending on when invoices are received. The RCD invoices funders on a quarterly basis.

### **Location**

Project sites may be located on private or public property throughout San Mateo County. Our current focus is on the unincorporated areas of Pescadero, La Honda, San Gregorio, and Loma Mar to the south, and El Granada and Montara to the north.

### **RFQ Submittals:**

1. Qualification statement based on one or more services requested in the RFQ and Exhibit A
2. Exhibit B and cost rates, which shall include rates for all labor, equipment, and materials necessary to perform all work as described in the RFQ and Exhibit A. Labor costs shall be based on current prevailing wage rates where applicable (see section entitled "Wages" below).

### **Project Cost and Funding**

Funding for the project is through the San Mateo County Office of Sustainability (OOS). The RCD may wish to utilize the contractor for other funds secured for this or other RCD programs.

The estimated current available funding for consulting services through December, 2022 is \$32,000. There is a possibility for additional funding and extended timeline.

**Documentation**

Attached to this RFQ are copies of project and contract documents, including the following:

- Exhibit A: Project Scope
- Exhibit B: Cost Proposal Form
- Exhibit C: Sample Contract Template
- Exhibit D: Insurance Requirements

7. Proposal and Work Schedule

Date of announcement	5/20/2021
Questions/Inquiries Accepted	5/20/2021-6/20/2021
Deadline for qualifications submittal	Qualifications will be accepted on a rolling basis until June 20, 2021 at 5pm. Send submittals to <a href="mailto:bryanna@sanmateoRCD.org">bryanna@sanmateoRCD.org</a> . Late proposal submissions will not be considered.
Notification of selection	07/01/2021
Contract Date	TBD
Work Commence Date	TBD
Work Completion Date	TBD

**Evaluation of Qualifications**

The RCD will select consultants which are of the greatest advantage to the project and the RCD. The RCD has the right to reject any and all consultants and add alternates. The RCD also has the right to select multiple consultants. The RCD is not required to accept the consultants with the lowest rates.

**Contract and Payment**

Consultants selected from this RFQ may be invited to submit cost for unique task orders to be prepared by the RCD, potentially with support from consultants. Invoices shall be submitted to the RCD for work completed not less than quarterly, and no more than monthly.

All work will be initiated by the RCD under an as-needed agreement via telephone conversation, email, or in person. Specific details of each work assignment, or Task Order, would be determined during each project initiation, including the specific project scope of work, schedule for completion of the specific project, cost estimate, and payment provisions. Task Orders will be amended to this original Scope of Services.

**Prevailing Wage**

The RCD is a public entity, and consultants who have been awarded contracts may be subject to prevailing wage requirements dependent on the type of work being completed. The consultant is responsible for obtaining and complying with all applicable general prevailing wage requirements. See Exhibit E for more information.

# **EXHIBIT A**

## Project Scope

### Compost Consulting Services

The following describes specific areas of expertise which a successful candidate will be expected to draw upon as part of an agreement with the RCD. Consultants' qualification statements should speak to one or more of the areas in which they have expertise and could provide support to the RCD.

#### **1a. SB-1383 Compliance and Planning**

Consultant should have a thorough understanding of SB-1383 and its implications regarding the diversion of organic waste from landfills and jurisdiction's recovered organic waste product procurement requirements. Consultant will provide services and recommendations to the RCD and OOS regarding strategies and compliance with SB-1383.

#### **1b. Compost Quality for Various Uses**

Consultant should have a technical expertise of compost production, qualities, contamination, and uses. An understanding of the following aspects of compost production and usage are required:

- Compost quality standards for various suburban and agricultural compost uses
- Compost contamination and remediation
- Carbon farming and sequestration
- Effective small-scale rural community composting systems

#### **And/Or**

#### **2. Conceptual Designs for Compost Facility**

The RCD seeks qualified consultants to develop conceptual designs for a small-scale compost facility, which may include:

- Analysis of local waste data for potential feedstock source
- Technical surveys (if required)
- Designs
- Permitting (e.g. California Environmental Quality Act, Coastal Development Permits, avoidance and minimization measures, biological assessments, etc.) Public or Private permitting costs
- Cost estimation (based on dynamic factors such as a public vs. private facility)

#### **Compensation**

- a. Consultants selected from this RFQ may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants.
- b. The initial anticipated not-to-exceed amount for this contract (assuming consultant intends to provide services from above 1a., 1b., and 2.) is \$32,000.
- c. In the event the funding on which the above described contract services relies is materially reduced or made unavailable, despite the party's understandings and expectations that no such disruptions will occur, any Agreement would terminate immediately upon notice of such funding disruption by RCD to consultant.

**Reporting**

- Contractor will provide summary of activities to the RCD quarterly, when work has been performed.
- Contractor will provide invoice by the 5<sup>th</sup> of the month following the end of the quarter.

**TERM OF AGREEMENT.** See sample contract attached.

**1. Qualifications**

The below qualifications apply to the various tasks and activities listed above. Only qualifications relating to the task(s) included in qualification response are required to be met.

- Technical expertise in composting, compost quality, and compost usage
- Familiarity with SB 1383 regulation requirements
- Familiarity with carbon farming and carbon sequestration techniques.
- Experience designing community scale compost systems, and experience with planning, permitting, and environmental regulations and documentation which may be required for conceptual designs of composting facility.
- Participate in multi-stakeholder collaboration with the RCD and partner organizations, including in-person meetings or conference calls.
- Communicate with Project Manager via phone and email. Be flexible with stakeholder requests.

**EXHIBIT B**  
 Cost Proposal Form  
 Compost Consulting Services

To: Board of Directors, San Mateo Resource Conservation District

We, the undersigned, having familiarized ourselves with this RFQ packet, and hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete the project as specified and described in Exhibit A. We, the undersigned, agree to perform all the above work to its completion and to the satisfaction of the RCD for the rates for said work as indicated below.

We, the undersigned, understand that consultants who are selected from this RFQ, may be invited to submit cost proposals based on unique scopes of work to be prepared by the RCD, potentially with support from consultants.

1. Cost Proposal **(EXAMPLE FORM. Consultants may use alternative cost proposal formats)**

Item #	Description	Hourly Rate
1		
2		
3		
4		
5		
6		
7	Other costs (if any)	

I hereby certify that:

- A. All of the statements herein made by me are made on behalf of [company name]\_\_\_\_\_
- B. I have thoroughly examined the RFQ, appendices, contract documents and all other items bound herein;
- C. I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;
- D. I have full authority to make such statements and to submit this cost proposal form on the Company's behalf; and
- E. The statements herein are true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Certifications and licenses:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. REFERENCES

List projects and contact information for use as reference or attach reference documentation.

PROJECT NAME \_\_\_\_\_

Brief description of project:

Date(s) of contract:

Reference (name & phone)

PROJECT NAME \_\_\_\_\_

Brief description of project:

Date(s) of contract:

Reference (name & phone)

PROJECT NAME \_\_\_\_\_

Brief description of project

Date(s) of contract::

Reference (name & phone)

PROJECT NAME \_\_\_\_\_

Brief description of project



## EXHIBIT C

### SAMPLE CONTRACT

#### SAN MATEO RESOURCE CONSERVATION DISTRICT PROFESSIONAL SERVICES AGREEMENT WITH CONTRACTOR

THIS AGREEMENT (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 is by and between the **SAN MATEO RESOURCE CONSERVATION DISTRICT**, a political subdivision of the State of California, hereinafter referred to as “**RCD**,” and **CONTRACTOR**, hereinafter referred to as “**CONTRACTOR**.”

#### WITNESSETH:

**WHEREAS**, XXXX; and

**WHEREAS**, RCD desires to use the professional services of **CONTRACTOR**; and

**WHEREAS**, **CONTRACTOR** has the professional and administrative ability to implement such services; and

**WHEREAS**, RCD and **CONTRACTOR** desire to set forth in writing the obligations and responsibilities of each party relating to the services;

**NOW, THEREFORE**, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

#### **1. Scope of Services**

- a. **CONTRACTOR** will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit A, Project Name- Contractor Name- *Scope of Services*, hereinafter referred to as “**PROJECT**”, which is attached hereto and incorporated herein by reference.
- b. This Agreement is limited both in scope and duration, as herein specified.

**2. Term of Agreement.** Subject to compliance with all applicable terms and conditions, the term of this Agreement shall commence on (Date) and terminate on (Date).

**3. Performance Responsibilities.** Contractor shall complete the herein described services by no later than (Date) unless a later date is agreed upon by the parties in writing. Time is and shall be of the essence in the performance of the specified services by **CONTRACTOR**.

#### **4. Compensation.**

- a. In consideration of the services provided by **CONTRACTOR** in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay **CONTRACTOR** an amount not to exceed **AMOUNT AS TEXT**, (\$xx.xx) for the successful

and timely completion of the specified services. In no event shall RCD's total fiscal obligation under this Agreement exceed (AMOUNT AS TEXT (\$xx.xx)). In the event that RCD makes any advance payments, CONTRACTOR agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.

b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to CONTRACTOR as soon as is reasonably possible after RCD learns of said unavailability of outside funding.

**5. Billing and Payment Procedure.** CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 30 days of payment to the RCD by the project funder.

**6. Cooperation.** RCD and CONTRACTOR agree to cooperate to the greatest extent possible to complete the PROJECT. CONTRACTOR will notify RCD in writing of any new developments, information, issues or concerns that are reasonably expected to negatively impact the PROJECT and/or its completion as soon as practicable.

**7. Assignment.** This Agreement is not assignable by CONTRACTOR in whole or in part without the authorized written consent of RCD,

**8. Conflict of Interest.** The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.

**9. Applicable Laws.** All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state, local and federal laws, regulations, policies, procedures, and standards, and any failure to do so shall constitute a material breach of the Agreement by CONTRACTOR, which may be waived by RCD at its sole discretion subject to cure or mitigation of the violation.

**10. Wages.** All work implemented by the RCD, a public agency, is considered a public work or public improvement project. As public projects, they are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. CONTRACTOR, and any subcontractor working under CONTRACTOR, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.

**11. No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

**12. Independent Contractor Status.** The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, and neither CONTRACTOR nor its employees acquire any of the rights, privileges, powers or advantages of RCD employees.

**13. Standard of Professionalism.** CONTRACTOR shall conduct all work under this Agreement consistent with professional standards for the industry and type of work being performed hereunder.

**14. Ownership of Materials.** Except as otherwise expressly stated in Exhibit A, all materials and work products, including data collected for the Work produced as a result of this Agreement are the property of the RCD. Any final products distributed or produced will acknowledge the CONTRACTOR, RCD, and other Funding Agencies as reasonably requested by the RCD. The RCD shall be entitled to use and publish the work product and deliverables under this Agreement.

**15. Indemnification.** To the fullest extent permitted by applicable law, CONTRACTOR agrees to defend, at CONTRACTOR's expense and with counsel acceptable to RCD, indemnify, and save and hold harmless RCD, Funding Agencies, and all of their officers, directors, employees and agents, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever arising out of the performance or nonperformance of the CONTRACTOR's work, including without limitation, all expenses of litigation and/or arbitration, court costs, and attorneys' fees, arising on account of or in connection with injuries to or the death of any person whomsoever, or any and all damages to property, regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the work performed by or for the CONTRACTOR under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the CONTRACTOR or any of its employees, agents, representatives and or suppliers.

**16. Insurance.** CONTRACTOR shall obtain and maintain for the duration of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, and shall provide RCD with evidence thereof prior to commencement of any work under this Agreement. CONTRACTOR shall have RCD named as an additional insured on its insurance policy, which shall have minimum coverage limits as specified on Exhibit B hereto, incorporated herein by reference. CONTRACTOR's above described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.

## **17. Nondiscrimination and Other Requirements**

**a. General Nondiscrimination:** CONTRACTOR will not discriminate in employment practices or in the delivery of services on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity:** CONTRACTOR shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement.

**c. Discrimination Against Individuals with Disabilities:** The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and CONTRACTOR and any subcontractor(s) shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**d. History of Discrimination:** CONTRACTOR certifies that no finding of discrimination has been issued in the past 365 days against CONTRACTOR by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against CONTRACTOR within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other governmental investigative entity, CONTRACTOR shall provide the RCD with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the RCD.

**18. Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

**To RCD:** Kellyx Nelson, Executive Director  
San Mateo Resource Conservation District  
80 Stone Pine Road, Suite 100  
Half Moon Bay, CA 94019

**To CONTRACTOR:** Name, Title  
Contractor  
Address

**19. Amendments and Integration.** This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

**20. Counterparts. Electronic or Digital Signature Transmitted By Electronic Mail or Facsimile.** This Agreement may be executed in counterparts and a digital and/or electronic signature provided by either party shall be deemed the equivalent of an original signature and may be transmitted by one party to the other via electronic mail or facsimile, which taken together shall constitute one in the same agreement, each bearing original signatures, and shall be effective as of the date of the last signature appearing thereon. by any electronic, digital, or facsimile signatures.

**21. Termination.** This Agreement may be terminated for any of the following reasons:  
**a.** If CONTRACTOR fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to fulfill its obligations under this Agreement, immediately upon written notice from RCD; and

- b. RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to Contractor as soon as is reasonably possible after RCD learns of said unavailability of funding.

**IN WITNESS WHEREFORE**, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
**Name, Title**  
**Address**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
**Kellyx Nelson, Executive Director**  
**San Mateo Resource Conservation District**

**EXHIBIT A (Sample Contract)**  
**Scope of Services**

## **EXHIBIT B (Sample Contract)**

### **INSURANCE**

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

1. Minimum Scope of Coverage and Limits of Insurance:
  - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - b. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
- c. Worker's Compensation: Limits as set forth in the Labor Code of the State of California.
  
2. Contractors Liability Insurance Policy shall contain the following clauses:
  - a. RCD is added as an additional insured as respects operation of the named insured formed under contract with RCD.
  - b. It is agreed that any insurance maintained by RCD shall apply in excess of, and not contribute with, insurance provided by this policy.
  - c. The insurer agrees to waive all rights of subrogation against RCD, its officers and employees for losses arising from work performed by CONTRACTOR for RCD.
  
3. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

## EXHIBIT D (SAMPLE CONTRACT)

### Insurance Requirements

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

1. Minimum Scope of Coverage and Limits of Insurance:
  - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - b. Business Automobile Liability Insurance-with coverage evidencing "any auto" and with limits of at least \$1,000,000 per occurrence.
  - c. Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage: \$1,000,000
2. Contractors Liability Insurance Policy shall contain the following clauses:
  - a. RCD and MROSD is added as an additional insured as respects operation of the named insured formed under contract with RCD.
  - b. It is agreed that any insurance maintained by RCD shall apply in excess of, and not contribute with, insurance provided by this policy.
  - c. The insurer agrees to waive all rights of subrogation against RCD and MROSD, its officers and employees for losses arising from work performed by CONTRACTOR for RCD.
3. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

**Workers' Compensation.** Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided if required under the California Labor Code.

**Commercial General and Automobile Liability.** Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- a. A policy endorsement must be delivered to District demonstrating that District, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to



District, its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
- e. Insurance is to be placed with California-admitted insurers.

**Deductibles and Self-Insured Retentions.** Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Any self-insured retention or deductible is subject to approval of District. During the period covered by this Agreement, upon express written authorization of District Legal Counsel, Consultant may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The District Legal Counsel may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**Notice of Reduction in Coverage.** In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

**Remedies.** In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies District may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsement.

## **EXHIBIT E**

### **Prevailing Wage Requirements**

#### Payment of Prevailing Wage Rates

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. This includes a total package including fringe benefits and training contributions which are paid to the employee or for the benefit of the employee to a bona fide ERISA approved or otherwise unconditionally paid for the benefit of the employee Trust Fund. Note that the owner/operator is considered a “worker” on a public works project, and must submit certified payroll with hours that worked and be paid the hourly wage.

The contractor is responsible for obtaining and complying with all applicable general prevailing wage rates for trades workers and any rate changes, which may occur during the term of the contract. Prevailing wage rates and rate changes are to be posted at the job site for workers to view. Or the contractor may post a notice stating where the prevailing wage determinations are available on the jobsite and the contractor shall provide access to such information upon reasonable notice. Prevailing wage determinations for this project can be obtained at: [www.dir.ca.gov](http://www.dir.ca.gov).

#### DIR Registration

All contractors and subcontractors listed on the bid form, bidding and/or performing prevailing wage work on this project must be registered as a public works contractor and pay the annual fee to the Department of Industrial Relations (DIR). This includes all work covered by prevailing wage such as trucking, surveying, building inspection and so on. Refer to <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html> for questions pertaining to the annual fee and registration for contractors.

#### Apprentices

All public works contracts valued at \$30,000 or more carry an obligation to hire apprentices, unless the craft or trade does not require the use of apprentices, as indicated in the corresponding prevailing wage determination. This duty applies to all contractors and subcontractors on a project, even if their part of the project is less than \$30,000.

Contractors and subcontractors must submit proof of Public Works Contract Award Information (DAS140) or other documentation for Division of Apprenticeship Standards approved apprenticeship programs. Apprentices are to be employed in all crafts and in all trades with approved training programs. Contractors are to employ apprentices on a ratio of 1 apprentice hour for every 5 journeymen hours or as otherwise approved by the DAS approved Apprenticeship Training Committee. Contractors and subcontractors who do not meet this ratio must submit documentation that apprentices were requested and were not provided and/or not available in sufficient number to meet this ratio. The submission of an accurate DAS142(s) meets this requirement. Additional documentation may be required to verify the apprenticeship status of employees. Refer to <https://www.dir.ca.gov/Public-Works/Apprentices.html> for additional information about contractors’ responsibilities for meeting apprenticeship requirements.

#### Violations

If violations occur, for example, misclassification of work, not meeting the prevailing wage, not requesting the dispatch of apprentices, not making the proper training fund contributions, not paying the correct fringe benefits, or not paying overtime etc. this can result in the withholding of payment until restitution or corrections are made. Also if a violation is found, the DIR can impose penalties and not allow a contractor to bid on public works for up to 3 years.

#### Certified Payroll Records

Per Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records which reflect the name, address, social security number, and work classification of each employee; the straight time and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee hired in connection with a public works project. A listing of all current prevailing wage determinations can be obtained from the Agency's main office or by accessing the Department of Industrial Relations' website at: [www.dir.ca.gov](http://www.dir.ca.gov).

Employee payroll records shall be certified (signed under penalty of perjury by someone in authority at the company) and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request. Disclosure of certified payroll information to anyone other than the Awarding Body, its agent, or the Department of Industrial Relations requires that personal information about the employees (name, address and social security number) listed on the forms be redacted (omitted) to protect employee privacy.

Contractors and subcontractors shall maintain their certified payrolls on a weekly basis and shall submit said payrolls on a monthly basis in conjunction with contractor's requests for progress or final payment. In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated "No Work" for that week. The Agency or its authorized representative is also authorized to request and review all related payroll records such as time cards, cancelled checks, etc. For all projects awarded after April 1, 2015, certified payrolls must also be submitted to the DIR electronically through their eCPR system: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.

While the DIR accepts electronic versions of your certified payroll, the DIR and this agency may also request copies of the original certified payroll and supporting documentation at any time.

Nondiscrimination in Employment

Prohibitions against employment discrimination are contained in Labor Code Sections 1735 and 1777.6; the Government Code; the Public Contracts Code; and Title VII of the Civil Rights Act of 1964, as amended. All contractors and subcontractors are required to implement equal employment opportunities as delineated below:

Equal Employment Poster

The equal employment poster shall be posted at the job site in a conspicuous place visible to employees and employment applicants for the duration of the project. All other labor and employment related posters are also to be properly displayed on the jobsite.

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am

authorized to make this certification on behalf of \_\_\_\_\_.

(Name of Contractor)

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**Signature**

**Name**

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**Title of Contractor Authorized Representative**