



**November 1, 2024**

**REQUEST FOR PROPOSAL (RFP)  
DISTRICT LEGAL SERVICES**

**CARMEL AREA WASTEWATER DISTRICT  
3945 Rio Road  
Carmel, CA 93922**

**Proposals Due  
Thursday, December 5, 2024 @ 4:00 PM PST**

The Carmel Area Wastewater District (DISTRICT) is seeking proposals from qualified firms to provide legal representation to the District's Board of Directors and District Staff.



## 1. SCHEDULE OF ACTIVITIES:

RFP release:	11/01/2024
Written Inquiry Deadline:	11/15/2024 @ 2:00 PM
Submission Deadline:	12/05/2024 @ 4:00 PM
Tentative Interviews with Board of Directors:	12/09 - 13/2024
Tentative Board of Directors Award/Approval:	12/19/2024
Expected Contract Start Date:	01/10/2025

## 2. PRE-SUBMITTAL INQUIRIES AND POINT OF CONTACT:

- A. Pre-Submittal technical inquiries shall be directed to **Domine Barringer** at [barringer@cawd.org](mailto:barringer@cawd.org). Procedural inquiries shall be directed to **Barbara Buikema** at [buikema@cawd.org](mailto:buikema@cawd.org).
- B. Inquiries that result in an addendum to the RFP, will be emailed to each potential proposer with a link to the addendum on our website. Firms must include in their proposal, an acknowledgement of receipt of any and all addenda issued.

## 3. PROPOSAL SUBMISSION GUIDELINES:

- A. Firms must submit **one** copy of their proposal with an original signature and one copy on a USB drive. The proposal must be formatted in accordance with the instructions of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked: **“District Legal Services 2024-RFP-ADM”** and delivered to the DISTRICT, Attn: District Clerk, at 3945 Rio Road, Carmel Area Wastewater District, CA 93923.
- B. Proposals received after the date and time specified shall not be considered. Facsimile, telephone, electronic or verbal proposals will not be accepted.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer’s risk.
- D. All proposals shall be dated and signed by a representative authorized to enter into agreements for the proposing firm.
- E. All proposals shall remain in effect and legally binding for a minimum of 120 days from the opening date.
- F. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the firm. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the firm.
- G. Stated days shall be interpreted as calendar days, excluding legal holidays. Firm must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the firm’s risk. This includes, but is not limited to, all relevant laws and regulations of the State of California and the United States Government.
- H. Upon Submittal to the DISTRICT, all proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by a firm shall become the property of the DISTRICT and is subject to the Public Records Act.
  - a. Unless otherwise compelled by a court order the DISTRICT will not disclose any proposal while the DISTRICT conducts its deliberative process in accordance with the procedures identified in this RFP.

However, after the DISTRICT either awards an agreement to a successful firm, or the DISTRICT rejects all proposals, the DISTRICT shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.

- b. If a firm believes that any portion of its proposal is subject to a legal exception to public disclosure, the firm shall:
  - i. Clearly mark the relevant portions of its proposal “Confidential;” and
  - ii. Upon request from the DISTRICT, identify the legal basis for exception from disclosure under the Public Records Act; and
  - iii. Shall defend, indemnify, and hold harmless the DISTRICT regarding any claim by any third party for the public disclosure of the “Confidential” portion of the qualifications submittal.

#### **4. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:**

- A. A proposal that is in the possession of the DISTRICT shall only be altered by letter or email addressed to [barringer@cawd.org](mailto:barringer@cawd.org) bearing the signature of the firm’s authorized representative, provided it is received prior to the RFP submission deadline.
- B. A proposal that is in the possession of the DISTRICT may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

#### **5. AWARD AND AGREEMENT INFORMATION:**

- A. The DISTRICT hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The firm agrees that should it be awarded an agreement, the firm shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The DISTRICT reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the DISTRICT to do so. The DISTRICT will select the firm whose proposal is determined by the DISTRICT to be the most responsive and responsible proposal. The DISTRICT will be the sole judge in making such a determination.
- D. The successful firm will be required to enter into and sign an agreement with the DISTRICT which will be in effect for the duration of the agreement period. A sample agreement is attached to this RFP as Attachment C.
- E. The terms and conditions of this RFP as well as the firm’s proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the agreement.
- F. Prior to final selections, firms shall be required to submit any additional information that the DISTRICT deems necessary to determine the firm’s qualifications.
- G. Open Procurement
  - 1) Services that the firm intends to be offered on a unit price basis must be so identified. The DISTRICT’s objective is to clarify all purchase options.
  - 2) The DISTRICT reserves the right to negotiate changes to the original proposal(s), including changes in system cost and/or unit price.

- 3) The DISTRICT reserves the right to accept or reject any or all proposals in whole or in part.
- 4) The DISTRICT reserves the right to award an agreement to more than one firm.

## **6. BACKGROUND INFORMATION:**

The DISTRICT contracted with its current legal counsel in 1984. It holds regular monthly meetings the last Thursday of each month at 9:00 a.m. (In October of each year it sets the date for November and December meetings so as to avoid the holidays). It is appropriate at this time for the DISTRICT to perform due diligence in assuring that the DISTRICT's legal interests are well served by conducting a request for proposals.

## **7. MINIMUM FIRM REQUIREMENTS AND SCOPE OF WORK:**

- A. All attorneys performing legal services for the DISTRICT on behalf of the law firm must be admitted to practice law in the State of California and be members in good standing with the State Bar of California.
- B. The selected General Counsel with primary responsibility for providing legal services to the DISTRICT must have at least ten (10) years' experience providing general counsel legal services for special districts, municipalities, or other local governments in California.
- C. Demonstrated legal expertise (including advisory and litigation) regarding laws and regulations governing special districts and municipalities and governance of local government agencies including, but not limited to, the Ralph M. Brown Act, the Public Records Act, the Political Reform Act, conflicts of interest laws, public contracting, elections laws, labor and employment law, public agency and municipal law, the Government Code, environmental law, including: California Environmental Quality Act (CEQA); federal National Environmental Policy Act (NEPA); California and federal Endangered Species Acts; federal Clean Water Act and the California Porter-Cologne Water Quality Act, real estate law, easements, rights-of-way, encroachment permits, and other related agreements and negotiations, and operating procedures of special districts and municipalities.
- D. The selected General Counsel will be expected to provide the following services:
  - i. Advise the Board of Directors, District Manager, and District Staff regarding issues related to wastewater law and contracts related to operations;
  - ii. Advise the Board of Directors, District Manager, and District Staff on commencement and defense of litigation regarding all aspects of the District's operations; and litigate such matters as directed;
  - iii. Advise the Board of Directors, District Manager, and District Staff regarding the Ralph M. Brown Act, parliamentary procedures for meetings, and conflicts of interest;
  - iv. Advise the Board of Directors, District Manager, and District Staff regarding changes in federal, state, and local laws affecting the District's operations;

- v. Prepare and/or review all ordinances, resolutions, contracts, joint powers agreements, and other legal documents entered into or considered by the DISTRICT;
- vi. Research, draft, and submit legal opinions to the Board of Directors, District Manager, and District Staff regarding all aspects of the District's operations;
- vii. Confer with the District Manager and recommend for approval from time to time Special Counsel to the DISTRICT when special legal expertise is needed for a particular matter;
- viii. Enforce all ordinances and regulations of the DISTRICT through administrative, judicial, or other enforcement remedies as requested by the Board of Directors and/or the District Manager;
- ix. Attend all regular and special meetings of the Board of Directors and other meetings as needed;
- x. Promptly respond to communications from the Board of Directors, District Manager, and District Staff;
- xi. Perform other duties as assigned from time to time by the Board of Directors, District Manager, and District Staff;
- xii. Prepare timely reports to the Board on relevant legal matters that come from either the CASA attorneys group or the State Legislature.
- xiii. Complete legal review of all agenda items in conformance with the schedule prepared by the District Clerk each year.
- xiv. Confer with the District Manager and the Board of Directors yearly for the purpose of crafting a legislative platform that is used to prepare advocacy on pending legislation.
- xv. Prepare a legislative report as needed to keep the Board abreast of issues arising from legislative items.
- xvi. The District's attorney will be evaluated each year after submitting an annual report. Discussion shall include the District Manager.
- xvii. Monthly bills shall include the year-to-date charges for a given matter including agenda review, legislative activities and any special projects or processes of a recurrent nature.
- xviii. Maintain an inventory of legal opinions provided to District staff to assure consistency and eliminate redundancy.

## **8. PROPOSAL FORMAT AND CONTENT:**

In order to facilitate the evaluation of the proposals, firms shall format their proposals using the following sections. Failure to include the requested information in the requested format may result in a determination that the proposal is non-responsive. Proposals submitted in response to this RFP shall contain minimal general brochure type information and shall be a maximum of 30 two-sided pages. The Attachments contained in this RFP, table of contents, and tabs are not counted toward the page maximum. The cost proposal shall be submitted in a separate, sealed envelope as described in section 9 of this RFP.

A.	<b>STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE) – ATTACHMENT A</b> Fill out and include Attachment A found in the RFP
B.	<b>CERTIFICATE OF NON-COLLUSION – ATTACHMENT B</b> Fill out and include Attachment B found in the RFP
C.	<b>EXECUTIVE SUMMARY</b> A brief summary of the key characteristics of the proposal is required
D.	<p><b>FIRM'S BACKGROUND INFORMATION</b> Background information should describe in general the firm's history and its experience in the various types of services provided. Firm should also provide information on the financial strength of the firm, and disclose whether there have been any significant business developments within the past three years, such as mergers, restructuring, or changes in ownership. Please provide a firm resume if one is readily available.</p> <p>List contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring organization, contract number, and name and telephone number of contracting entity.</p> <p>Indicate whether the firm or individual attorneys within the firm represent any clients or interests in litigation or transactional matter adverse to the DISTRICT, and that potentially pose a professional conflict of interest in the firm's representation of, or association with, the DISTRICT. (Proposers immediately advise the DISTRICT in writing of any real or possible conflicts that arise after the submission of the proposal.)</p>
E.	<p><b>CONTRACT UNDERSTANDING</b> Provide specific and detailed information and methods on how the work will be completed to fulfill the requirements of the contract. Include a schedule and any relevant information related to this RFP that makes the firm the most qualified.</p> <p>Proposer shall provide proof of insurance and coverage amounts for all legal malpractice and professional liability policies the firm carries.</p>
F.	<b>FIRM EXPERIENCE</b> Provide specific information on the firm's experience, particularly in providing legal services to special districts or local government agencies in California; and experience handling litigation matters, including areas of expertise and significant cases.
G.	<b>CONTRACT STAFF</b> Identify the Contract Manager and specific staff with the firm who will be utilized for meeting the requirements of the scope of services. For all contract team members, describe specific services they will perform, and clearly illustrate the applicability of the individual's background, education, and experience to their assigned role. Provide a statement of whether the primary attorney and the firm have litigated or settled any past claims related to providing similar services within the past ten years, and whether they have any current claims pending against them related to providing similar services. Provide resumes for the Contract Manager and personnel.
I.	<b>QUALITY ASSURANCE/QUALITY CONTROL</b> Describe how quality assurance and quality control will be provided for the project. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If your firm has a structured Quality Assurance/Quality Control Program, describe it briefly, showing how it will be applied to the project. Provide information on your plan to manage the schedule and budget and provide updates to the DISTRICT.
J.	<b>EXCEPTIONS</b> Please include a statement regarding exceptions to the sample contract. If no exceptions are included, the DISTRICT will expect the firm will be able to sign the DISTRICT's contract and provide the required insurance and indemnification.

## 9. FORMAT OF COST PROPOSAL:

The firm must itemize all costs, including hourly rate for general counsel services, litigation services (including hourly rates for partners, associates, paralegals, etc.), and any direct costs chargeable to the DISTRICT, in a separate, sealed envelope, clearly marked “**Cost Proposal.**” Prices quoted shall be valid for at least one hundred and twenty (120) days following the proposal submission deadline and if an agreement is entered into as a result of this RFP, shall become fixed for the term of the agreement.

The DISTRICT shall be the sole arbiter in the determination of equality. The DISTRICT reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the DISTRICT.

## 10. SELECTION PROCESS, CRITERIA AND SCORING

A committee comprised of District staff and Board members will evaluate proposals based on the selection criteria described in the RFP. The committee’s top rated firms will be scheduled to interview with the Board of Directors in closed session, tentatively scheduled for December 9 - 13, 2024. The interviews may be conducted in person or via ZOOM.

Following interviews, the Board will make an award in open session. Firms should submit information sufficient for the DISTRICT to easily evaluate proposals with respect to the selection criteria. The absence of required information shall cause the proposal to be deemed non-responsive and shall be cause for rejection.

Proposals will be scored on the following selection criteria:

<b>SELECTION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Firm’s Background Information	20
Contract Understanding	15
Firm’s Experience and Staff	40
Quality Assurance/Quality Control	15
Office Location	10
Total Points Possible	100

## 11. AGREEMENT:

- A. Time is of the essence in awarding the agreement. The District reserves the right to cancel any intent to award and proceed to the next firm if the selected firm has not signed the agreement within two (2) weeks after the notification of intent to award.
- B. Execution of Contract
  - a. Upon the acceptance of a firm’s proposal, the DISTRICT will prepare and submit an agreement to the successful firm for signature. (See sample agreement Attachment C, which contains required contractual language).



In the event that the successful firm fails, neglects or refuses to execute the agreement within two (2) weeks after receiving a copy of the agreement from the DISTRICT, DISTRICT may

at its option terminate and cancel its action in awarding the agreement and the agreement shall become null and void and of no effect.

- b. Incorporated by reference into the agreement which is to be entered into by the DISTRICT and the successful firm pursuant to this proposal will be (a) all of the information presented in or with this proposal and the firm's response thereto, and (b) all written communications between the DISTRICT and the successful firm whose proposal is accepted.

## **12. REJECTION OF PROPOSALS:**

The RFP does not commit the DISTRICT to award an agreement, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The DISTRICT reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the DISTRICT to do so. The DISTRICT may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiation.

Any proposal submitted during this RFP process becomes the property of the DISTRICT. The DISTRICT will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel.

## **13. GENERAL CONDITIONS:**

While the intent of the DISTRICT is to award the agreement to the selected firm, it reserves the right to both either withdraw and/or not award an agreement at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

### Limitations

- 1) The firm should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The firm should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The DISTRICT has the authority to terminate the agreement upon written notice to the firm at any time during the period of the project if the DISTRICT finds that the firm's performance is not satisfactory.

**14. LIST OF ATTACHMENTS:**

- Attachment A - Proposal Summary and Statement of Responsibility (signature page)
- Attachment B - Certificate of Non-collusion
- Attachment C - Draft Agreement for Attorney Services
- Attachment D – Insurance Requirements



# **Attachment A**



**ATTACHMENT A  
STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)**

This Statement of Responsibility (Signature Page) shall be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

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**Firm Authorized Representative**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Representative: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

**RFP Contact Information (if different than above)**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Certifications:**

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

YES    NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 120 days after the proposal is opened?

YES    NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, which if falsified, shall entitle the DISTRICT to pursue any remedy authorized by law, and shall include the right, at the option of the DISTRICT, of declaring any agreement made as a result thereof to be void.

YES     NO

4. Do you agree to provide the DISTRICT with any other information the DISTRICT determines is necessary for accurate determination of your qualifications to provide services?

YES     NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

YES     NO

6. Do you acknowledge receipt of any and all addenda issued for this RFP?

YES     Not Applicable (No Addenda Issued)

Please list all addenda received:

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To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: \_\_\_\_\_  
(printed name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **Attachment B**





**ATTACHMENT B  
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certifications, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date





# **Attachment C**



**ATTACHMENT C  
DRAFT AGREEMENT FOR ATTORNEY SERVICES**

**GENERAL COUNSEL SERVICES AGREEMENT**

Contract No. \_\_\_\_\_

THIS AGREEMENT, is made on this \_\_\_\_<sup>th</sup> day of xx, 2024 by and between the CARMEL AREA WASTEWATER DISTRICT, hereinafter referred to as “DISTRICT” and LAW FIRM, a professional corporation, hereinafter referred to as “\_\_\_\_\_” or FIRM.

WHEREAS, DISTRICT desires to designate FIRM as General Counsel to represent and advise DISTRICT in all matters unique to the DISTRICT and otherwise relating to special districts and municipal governments in California.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES.

FIRM will discharge the duties of DISTRICT General Counsel and perform the legal services described in the Scope of Services, attached hereto as Exhibit “A” and incorporated herein by reference, as directed by the District Manager and Board of Directors of the DISTRICT.

1.1. Responsible Attorneys.

NAME OF ATTORNEY shall be designated DISTRICT “General Counsel,” shall be responsible for the performance of services hereunder, shall personally handle all matters except as expressly authorized by the District Manager, and shall supervise any services performed by other members or employees of FIRM. General Counsel will attend all regularly scheduled DISTRICT meetings of the Board of Directors and special meetings as requested by the District Manager unless excused by the Board or District Manager or absence due to illness, or annual vacation.

1.2. General Counsel’s Responsibilities.

FIRM’s performance hereunder shall be subject to the review, direction and supervision of the District Manager and the Board of Directors; FIRM shall coordinate its services hereunder with the District Manager. All services provided pursuant to this Agreement by FIRM shall be performed to the satisfaction of the District Manager and the Board of Directors.

### 1.3. Performance Review and Goal-Setting

The DISTRICT shall provide annual written performance evaluations and if there are deficiencies in the performance of General Counsel or FIRM, DISTRICT shall note and suggest improvements therein. The DISTRICT and General Counsel shall annually develop mutually agreed performance goals and criteria which the DISTRICT shall use in reviewing the performance of General Counsel and FIRM in the following year. Such performance evaluations shall be delivered to General Counsel on or about the anniversary of the Effective Date of this Agreement.

## 2. TERM OF AGREEMENT.

2.1. The services of FIRM are to commence upon the effective date of this Agreement and shall be undertaken and completed with professional skill and care.

2.2. Subject to prior termination under section 6 as hereinafter provided, the term of this Agreement shall be for a period of **2** years, commencing on \_\_\_\_\_ (the "Effective Date") and ending on \_\_\_\_\_ (the "Termination Date").

2.3. If FIRM is not in default, as defined in Section 6 hereunder, upon termination of the original term of this Agreement, either party shall have the right to negotiate an extension to the term for an additional two years. Each party shall give the other party written notice of its intention to exercise its right to such extension at least 90 days prior to the expiration of the original term of the Agreement. Upon expiration of a two year extension, either party shall have the right to negotiate one additional two-year extension. The default and notice requirements in this section apply to the original term and all extensions. Terms and conditions for any extension of this Agreement shall be subject to "good faith" negotiations by the parties hereto and shall be agreed upon before said extended terms shall commence.

## 3. COMPENSATION, REIMBURSEMENT AND METHODS OF PAYMENTS.

### 3.1. Compensation.

Fees for all legal services and reimbursements provided hereunder shall be charged in accordance with FIRM's Cost Proposal submitted to DISTRICT, dated \_\_\_\_\_ which is attached hereto as Exhibit "B" and incorporated herein by reference, but shall not in any case exceed the approved budget for legal services by FIRM. Exhibit "B" may be amended, from time to time, to alter fees and charges applicable hereto provided that said letter agreement is duly signed and approved by the District Manager.

### 3.2. Reimbursement.

The DISTRICT will reimburse FIRM for the following expenses and those provided by Exhibit "B," and for no other expenses: Printing, copying costs (for legal documents and file materials, but not library materials), postage (including express mail delivery charges), computer research support services in an amount not to exceed 15% of the total fees for all legal services (e.g., Westlaw, LEXIS or computer time or services), and reasonable travel. Any other expense must be approved by the District Manager in writing and in advance in an approved budget. No compensation shall be allowed for expenses not itemized in an approved budget, including without limitation, word processing (normal or overflow secretarial time or overtime, or computer time or service), or any other expense. No compensation shall be allowed for administrative overhead or premiums added to the direct cost of research support or other services.

### 3.3. Expense Control.

FIRM shall use all available means, consistent with sound professional practices and the exercise of reasonable judgment, to limit and minimize expenses incurred during the performance of this Agreement. Specifically, but without in any way limiting the duty set forth in this section, FIRM shall be limited to travel expenses which are the lesser of actual expenses or such expenses as would be authorized for employee travel pursuant to DISTRICT policy. FIRM shall not charge for more than one attorney at any meetings of any kind without advance approval of the District Manager.

### 3.4. Method of Billing.

FIRM shall provide monthly bills in the form specified herein. Unless otherwise agreed, the following information must be provided in monthly bills:

- 3.4.1. A detailed description of work, in time increments of 0.1 hour (one tenth of an hour) for and by each and every individual billing services. FIRM shall keep the DISTRICT advised regarding the identity and the billing rates of those people who work on the project account.
- 3.4.2. Identification of the lawyer who is in charge of the matter.
- 3.4.3. Reasonably detailed disbursement breakdowns.
- 3.4.4. Each billing item will be separately stated on a separate line identifying the attorney, the time spent and the exact nature of the service rendered.
- 3.4.5. When charges are made for meetings, the specific reason for each meeting will be stated.

- 3.4.6. When charges are made for research time, the specific issue being researched and the need for the research will be identified. The DISTRICT has retained FIRM for its expertise, and therefore expects not to be billed for introductory or background research.
- 3.4.7. The DISTRICT expects the attorney assigned to a project to handle all significant matters on the project. The District Manager must approve in advance the assignment of other attorneys to the project. The DISTRICT may request that the assigned work be instead handled by the primary attorney. Only those attorneys approved by the DISTRICT may bill on the project. The firm will include a running total for charges on each project.
- 3.4.8. No more than two support staff or paraprofessionals will bill on a particular project without the prior approval of the DISTRICT.
- 3.4.9. The District Manager reserves the right to request various levels of detail and specific reporting formats (such as columnar comparisons with established budgets).

#### 3.5. Timing of Payment.

The DISTRICT shall pay FIRM for services rendered and costs incurred hereunder, at the rates and in the amounts provided hereunder, on a monthly basis in accordance with the monthly statements, as approved by the District Manager.

#### 3.6. Budget Evaluation.

Nine months after the Effective Date of this Agreement, the Parties will reevaluate the fee structure, in light of the DISTRICT's demand for legal services, to determine if the fee structure is allowing the DISTRICT the level of service it requires within its budgetary constraints.

### 4. PROJECT PLANNING AND BUDGETING.

FIRM shall comply with project planning and budgeting procedures as may be established from time to time by the District Manager in the exercise of their sole discretion. The general framework of the legal planning and budgeting procedures is as follows:

#### 4.1. Budget.

- 4.1.1. FIRM shall provide to the District Manager an overall project approach and an estimate of costs for actions to be taken to fulfill the tasks within "Exhibit A-Scope of Services" or any special services falling outside the scope of Exhibit A. Upon request by the District Manager, FIRM shall provide an estimate of the attorneys' hours and fees and disbursements for particular tasks to be performed by FIRM.



4.1.2. FIRM shall provide an exact account of attorneys' hours and fees as they relate to the tasks under "Exhibit A-Scope of Services" or any special services falling outside the scope of Exhibit A within invoices submitted to the District Manager.

4.2. Project Plan.

4.2.1. Upon request by the District Manager, and prior to initiating any special services that are not covered by "Exhibit A-Scope of Services," FIRM will summarize the approach to an assigned task (in a form acceptable to the District Manager). The approach will serve as an initial evaluation (before substantial costs are incurred) and shall include anticipated total costs and the primary issues to be covered.

4.2.2. The District Manager shall be consulted regarding, and must approve, the identity and number of attorneys or staff assigned to particular projects, and any proposed changes.

4.2.3. FIRM shall not bill for any special services falling outside the scope of Exhibit A without first obtaining written approval from the District Manager.

5. ENGAGEMENT OF OTHER COUNSEL, SPECIALISTS OR EXPERTS.

FIRM will not engage or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with this Agreement without the prior written authorization of the District Manager.

6. TERMINATION OF AGREEMENT AND LEGAL SERVICES.

6.1. The DISTRICT shall have the right, at any time in its best judgment, with or without reason or cause, to terminate this Agreement upon written notice to FIRM, which will be effective upon the date specified in the notice, and to obtain new General Counsel, or take such other steps, as DISTRICT deems proper. In the event that this Agreement is so terminated, DISTRICT shall pay to FIRM the rates, fees and charges accrued for satisfactory work to the time of termination.

6.2. Under this Agreement, FIRM will be deemed in default if FIRM: (a) fails to perform the service(s) within the specified time period; or (b) fails to perform any of the provisions contained in this Agreement; or (c) fails to make adequate progress in any matter so as to endanger the performance of this Agreement's terms.

6.3. The DISTRICT shall be entitled to electronic and written copies of files maintained concerning this representation and to the return of all documents submitted to FIRM.

6.4. The FIRM shall have the right, at any time, with or without reason, but subject to an obligation to give notice in writing to the DISTRICT at least ninety days prior to termination, to terminate this Agreement, subject to the FIRM's ethical obligations to allow the DISTRICT sufficient notice to arrange alternative representation. FIRM agrees to cooperate fully in any such transition, including the transfer of file

7. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY.

No member of the governing body of the DISTRICT, and no other officer, employee or agent of the DISTRICT who exercises any discretion, function or responsibility in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

8. INTEREST OF COUNSEL.

FIRM agrees to secure the informed written consent of the District Manager before accepting any representation adverse to the DISTRICT (actual or apparent) during the term of this Agreement, and to forego such representation if the District Manager, in their sole discretion, objects for any reason.

9. GENERAL PROCEDURES.

Copies of major research memoranda, reports on significant developments and quarterly status reports shall be submitted to keep the District Manager advised of any actions. Copies of such materials shall also be provided in a convenient machine-readable format, which is compatible with the District Manager's word processing and computer systems, e.g., Microsoft Word.

10. CONFLICT OF INTEREST.

FIRM certifies that no member, officer or employee of FIRM is an officer or employee of the DISTRICT or its Board of Directors.

11. MAINTENANCE AND INSPECTION OF RECORDS.

11.1. Audits.

The DISTRICT and its authorized auditors or representatives shall have access to, and the right to audit and reproduce any of FIRM's records pertaining to services performed under this Agreement to the extent that DISTRICT deems necessary to ensure that DISTRICT is paying only the amounts to which FIRM is properly entitled.

11.2. Records.

FIRM shall maintain and preserve all such records for at least three (3) years after termination of the Agreement. Upon written notice by the DISTRICT, the FIRM shall promptly make all such records available to auditors or other representatives of the DISTRICT.

## 12. INDEMNIFICATION.

FIRM agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, and covenants not to sue, the DISTRICT, its Board of Directors and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of project) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of any performance by FIRM under this Agreement, or any acts, errors or omissions (including, without limitation, professional negligence) of FIRM, its employees, representatives, subcontractors, or agents in connection with the performance of this Agreement. This Agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract, tort, or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, FIRM and its employees or agents, and members of the general public.)

## 13. INSURANCE.

FIRM shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Agreement, including any extensions thereto. The policies shall state that they afford primary coverage.

Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, FIRM immediately shall notify DISTRICT and cease all performance under this Agreement until further directed by the DISTRICT.

### 13.1. General Liability.

General Liability with minimum limits of at least \$1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required.

### 13.2. Professional Liability.

Professional errors and omissions coverage in a sum of at least \$1,000,000. If a claims-made policy is obtained, a "tail" of at least three years shall be purchased if non-renewed within three (3) years of completion of performance under this Agreement. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

13.3. Workers' Compensation.

FIRM shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following ways: A) Provide copy of permissive self-insurance certificate approved by the State of California; or B) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and employer's liability insurance with a minimal limit of \$1,000,000 per accident; or C) Provide a waiver from certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Agreement.

13.4. Business Automobile Liability.

Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

13.5. Thirty Day Notice.

Each insurance policy included in this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice to DISTRICT.

13.6. Rating.

Insurance shall be placed with insurers with a Best Key Rating Guide rating of no less than A:VII which are admitted to transact insurance business in the State of California.

13.7. Certificates.

Prior to commencement of performance, FIRM shall furnish DISTRICT with a certificate of insurance for each General Liability policy concerning FIRM's performance under subsection 13.1 of this Agreement. Each certificate is to be signed by a person authorized by insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by DISTRICT. DISTRICT may require complete, certified copies of any or all policies at any time.

14. NONDISCRIMINATION.

- 14.1. As set forth by law, no discrimination will be made in the employment of any person under this Agreement because of the age, race, color, national origin, ancestry, religion, disability, sexual orientation or gender of that person. If the value of this Agreement is, or may be, Five Thousand Dollars (\$5,000) or more, FIRM agrees to meet all requirements pertaining to nondiscrimination in employment, including completing the requisite form furnished by the DISTRICT and set forth in Exhibit "C".
- 14.2. FIRM agrees that each contract for services with an independent provider will contain a provision substantially as follows:
- “[Name of Provider] will provide FIRM with a certificate stating that [Name of Provider] is currently in compliance with all Federal and State of California laws covering nondiscrimination in employment; and that [Name of Provider] will not discriminate in the employment of any person under this contract because of the age, race, color, national origin, ancestry, religion, disability, sexual orientation or gender of such person.”
- 14.3. If FIRM is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of Federal law or executive order in the performance of this Agreement, it will be in default of this Agreement. Thereupon, DISTRICT will have the power to cancel or suspend this Agreement, in whole or in part. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or office will constitute evidence of a breach of this Agreement.

15. INDEPENDENT CONTRACTOR

FIRM and any agent or employee of FIRM shall act in an independent capacity and not as officers or employees of the DISTRICT. The DISTRICT assumes no liability for FIRM's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for FIRM. FIRM shall not have authority to act as an agent on behalf of the DISTRICT beyond that created by the attorney-client relationship. FIRM acknowledges that it is aware that because it is an independent contractor and the DISTRICT is making no deductions from its fee and is not contributing to any fund on its behalf. FIRM disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

16. ARBITRATION OF FEE DISPUTE.

If a dispute arises between FIRM and DISTRICT regarding attorney's fees under this Agreement and FIRM filed suit in any other court other than small claims court, DISTRICT will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event FIRM must submit the matter to such arbitration

17. NOTICES.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

If to DISTRICT:

Barbara Buikema, District Manager  
Carmel Area Wastewater District  
3945 Rio Road  
P.O. Box 221428  
Carmel, CA 93923

If to FIRM:

NAME OF ATTORNEY  
NAME OF FIRM  
ADDRESS

18. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

19. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

20. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT.

The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

IN WITNESS WHEREOF, DISTRICT and FIRM have executed this Agreement 1 day and year first above written.

Approved:

DISTRICT

FIRM

Carmel Area Wastewater District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: \_\_\_\_\_

Domine Barringer, Clerk of the Board

## EXHIBIT A – SCOPE OF SERVICES

FIRM shall provide the following general legal services to the DISTRICT:

1. Advise the Board of Directors, District Manager, and District Staff regarding issues related to wastewater law, recycled water, contracts related to operations, and labor and employment law;
2. Advise the Board of Directors, District Manager, and District Staff on commencement and defense of litigation regarding all aspects of the District's operations; and litigate such matters as directed and agreed upon pursuant to Section 4.2 of the Agreement;
3. Advise the Board of Directors, District Manager, and District Staff regarding the Ralph M. Brown Act, parliamentary procedures for meetings, and conflicts of interest;
4. Advise the Board of Directors, District Manager, and District Staff regarding changes in federal, state, and local laws affecting the District's operations;
5. Prepare and/or review all ordinances, resolutions, routine contracts, joint powers agreements, and other routine legal documents entered into or considered by the DISTRICT;
6. Research, draft, and submit legal opinions to the Board of Directors, District Manager, and District Staff regarding all aspects of the District's operations, as requested by the District Manager and/or the Board of Directors;
7. Confer with the District Manager and recommend for approval from time to time Special Counsel to the DISTRICT when special legal expertise is needed for a particular matter; provided, however, that FIRM may not engage outside counsel without written approval from the District Manager;
8. Administer contracts the DISTRICT has with outside Special Counsel, as directed by the DISTRICT (except where precluded from doing so by virtue of a conflict of interest, or where otherwise agreed to by the parties) including supervision of Special Counsel, control of hours and billings by outside Special Counsel, and ensuring regular reports to the DISTRICT regarding the progress on outside Special Counsel's work.
9. Attend all regular and special meetings of the Board of Directors, including closed session meetings as authorized by the Ralph M. Brown Act, and other meetings as needed (e.g. Pension meetings); after obtaining District Manager's approval, General Counsel may attend all such meetings in telephonically or via video call;
10. Promptly respond to communications from the Board of Directors, District Manager, and District Staff;
11. Perform other duties as assigned from time to time by the Board of Directors, District Manager, and District Staff;
12. Prepare timely reports to the Board on relevant legal matters that come from either the CASA attorneys group or the State Legislature.
13. Complete legal review of all agenda items in conformance with the schedule



prepared by the Clerk of the board each year.

14. Confer with the District Manager and the Board of Directors yearly for the purpose of crafting a legislative platform that is used to prepare advocacy on pending legislation.
15. Prepare a legislative report as needed to keep the Board abreast of issues arising from significant legislative items, court decisions, and agency actions.
16. Maintain an inventory of legal opinions provided to District staff to assure consistency and eliminate redundancy.
17. Appear at and participate in the annual goal setting sessions of the DISTRICT.
18. Counsel shall annually provide as an attorney-client privileged document to the District Manager and the Board of Directors, an analysis of compliance by the DISTRICT with applicable federal, state, local and agency requirements. This will be accomplished through an annual meeting with the management staff where each department head will present the regulations their portion of the DISTRICTS' operation is subject to, and the documentation to verify compliance. This will include but not be limited to NPDES Permits for both wastewater and stormwater, air quality standards, hazardous materials disposal, SDS documentation, Fish and Wildlife permits, Public Records Act compliance, personnel regulations, insurance and risk reduction, and CEQA documentation for projects and/or programs. To the extent possible, FIRM and the District Manager shall thereafter present to the Board of Directors a report on compliance and the District Manager will prepare an estimate of costs necessary to obtain compliance should that become necessary.
19. Perform such other or additional general legal services as may be requested by the DISTRICT, acting by and through the Board of Directors or the District Manager.

## EXHIBIT B — FEES

1. Except as provided herein, fees for all legal services and reimbursements provided in this Agreement shall be charged in accordance with FIRM's Cost Proposal submitted to DISTRICT, dated December 19, 2024 attached hereto and incorporated herein by reference. Exhibit "B" may be amended, from time to time, to alter fees and charges applicable hereto provided that said letter agreement is duly signed and approved by the District Manager.
2. As provided in the Cost Proposal, FIRM will provide DISTRICT all general services identified in Exhibit "A" for a fixed monthly fee. Matters not included within the scope of general services, as described in Exhibit "A," will be classified as special services and will be billed at an hourly rate. Prior to commencing any special services, FIRM will provide the District Manager with a description of the services and a proposed budget in accordance with section 4 of the Agreement, and will not commence with those services without first obtaining approval from the District Manager.
  - 2.1. General Services will be provided at a fixed monthly rate of \$ \_\_\_\_\_.
  - 2.2. Special services will be billed at FIRM's standard rates capped at \$ \_\_\_\_\_ per hour.
3. The hourly rates for representation of the DISTRICT in administrative proceedings before a regulatory agency or in court proceedings shall be determined by the Board of Directors for each such matter.
4. DISTRICT will reimburse FIRM \$0.50 per page for color copies and \$0.20 per page for facsimile transmissions.
5. In the event of a conflict between the FIRM's Cost Proposal and the Agreement, the terms of the Agreement shall prevail.

[Attach Cost Proposal]

**EXHIBIT C**

**CERTIFICATION OF NONDISCRIMINATION**

SECTION 410

**Certification of Nondiscrimination:** As suppliers of goods or services to the DISTRICT to, the firm and individuals listed below certify that they do not discriminate in employment with regards to age, race, color, religion, sex, national origin, ancestry, disability or sexual orientation; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Title of Officer Signing: \_\_\_\_\_

Signature: \_\_\_\_\_



# **Attachment D**



## ATTACHMENT D

### Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### 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, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), 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.  
*(Not required if consultant provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the 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.

#### Other Insurance Provisions

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

##### *Additional Insured Status*

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

##### *Primary Coverage*

For any claims related to this contract, the **Contractor’s insurance coverage shall be and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the E

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. This requirement shall also apply to any Excess or Umbrella liability policies.

### ***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

*NOTE to Agencies: Please see the section on The Myth of "Following Form" Excess Limits Insurance Policies in chapter 2 for additional explanatory information on this very common Excess policy problem that needs to be verified and corrected.*

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

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

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. 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.

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

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Contractor and job – it could be much higher, or in the case of a very small Contractor, you might want it lower] unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.



*NOTE to Agencies: If the SIR is not paid, there is NO COVERAGE for the Insured or you as the Additional Insured or Indemnified Party. Since there is usually a requirement in the SIR provisions on the Contractor's policy that the Named Insured Contractor (not the Agency as an Additional Insured) is the only party allowed to make the payment of the SIR in order to trigger coverage, it is necessary to include the Contract provision requirement above*

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

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

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

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

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

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.

### ***Subcontractors***

Consultant 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.

### ***Duration of Coverage***

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

### ***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.