REQUEST FOR PROPOSALS

CERTIFICATION EXAM DEVELOPMENT SERVICES

Advanced Water Treatment (AWT) Operators Grades 3, 4 and 5 Exams

PROJECT DESCRIPTION

The California-Nevada Section of the American Water Works Association (CA-NV AWWA) and the California Water Environment Association (CWEA) are requesting proposals from qualified providers to provide exam development services. The provider will develop assessments for the certification of Advanced Water Treatment Operators Grades 3, 4 and 5 using materials and resources provided by CA-NV AWWA and CWEA, including, but not limited to the following: Job Task Analysis; a list of published reference materials; and a list of available subject matter experts. The provider will recommend their preferred process and approach for using such materials to develop certification exams. Each exam will contain a minimum of 100 questions. All exams will be stored digitally and delivered to candidates through computer-based testing (CBT) options.

The provider may propose individually or as part of a joint proposal with other firms. The selection process will consider the merits of the proposed approach, the qualifications of the organization (and the assigned resources), the proposed timeline and the life cycle costs. CA-NV AWWA and CWEA reserve the right to select more than one provider, if that appears to be our best total solution.

Timeline:

Questions must be received before April 11th, 2018 at 5pm Pacific Time Answers to all questions submitted available on April 16th, 2018 at Noon Pacific Time Final proposals must be received April 20th, 2018 at 5pm Pacific Time

BACKGROUND INFORMATION

The job task analysis work was completed through workshops held in 2016-2017 to identify the critical job tasks and knowledge required to perform the duties of an Advanced Water Treatment Operator. The content validation strategy used by the psychometrician who performed the analyses established the link between the tasks performed by AWT Operators and the recommended assessment content for AWT Operator certification. Task Statements were rated by frequency, average number of applications and risk.

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The information from the analyses is the starting point for the development of assessments for the certification of AWT Operators at Grades 3, 4 and 5¹. The following sections describe the details of the proposed development project.

The audience for the AWT Operator Certification assessments at Grades 3, 4 and 5 are individuals with years of experience in the field. They serve in highly technical positions with responsibilities increasing at each level. Knowledge of operation issues are augmented by the need to understand the rules and regulations with which plants must comply.

SCOPE OF WORK

- a. Required duties to be performed by provider:
 - Develop an AWT Operator Grade 3, AWT Operator Grade 4, and AWT Operator Grade 5 exam that:
 - 1. Reflect the content domain weightings included in the Job Task Analysis
 - 2. Include a cut-score derived from an industry-regarded method, including, but not limited to: the Angoff Method, the Nedelsky Method, the Ebel Method, the Borderline Group Method, etc.
 - 3. Has 100 questions each (or more depending on recommendation of the provider), plus additional "back up items" as recommended by provider.
 - ii. Utilize provided source materials to develop valid and reliable test items that measure each content domain described in the Job Task Analysis.
 - iii. Collaborate with, coordinate, and document working sessions and interviews with provided SMEs to develop valid and reliable test items that measure each content domain described in the Job Task Analysis, including outreach and scheduling processes.
 - iv. Use provider's preferred, recommended, or proprietary digital item bank to author test items.
 - v. Identify final test items, citations to any reference document(s) and/or sourced SMEs name(s), item notes, etc. in provider's preferred, recommended, or proprietary digital item bank.
 - vi. Provide a final version of the test that can be exported from provider's preferred, recommended, or proprietary digital item bank in CSV or comparable format.
- b. Methods for item development:
 - i. Option One (preferred)
 - 1. Primary drafting of test items would preferably be the responsibility of the provider.
 - 2. Writing, revision, editing, and approval of test items would preferably be the responsibility of the provider.
 - 3. Provider to record collaboration, interviews, and sessions with SMEs on a platform such as GoToWebinar, Zoom, audio file, or similar. Provider to use collaboration, interviews, and sessions with SMEs to produce a "SME Extraction Document" that

¹ There is no Grade 1 or 2 AWT Operator certification. The numbers were chosen to correspond with the Grades for drinking water operators and wastewater operators in California & Nevada who are eligible to hold AWT Operator certifications.

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summarizes in writing all subject matter expertise collected by provider during sessions with SMEs.

- ii. Option Two (acceptable)
 - 1. Conduct item writing workshop with SMEs
 - 2. Coordinate SMEs to write items
 - 3. Review, revise, and accept SME-sourced items
- c. To be provided by CA-NV AWWA and CWEA:
 - i. 2016-2017 AWT Operator certification Job Analysis Final Technical Report (report provided separately)
 - ii. Source List and copies of source materials (list of materials provided separately)
 - iii. Access to list of contact information for pre-selected, approved, & committed SMEs (to be provided upon contract execution)
 - iv. Access to and use of video conferencing software (to be provided upon contract execution)

PROPOSAL CONTENTS & SELECTION CRITERIA

The following information is to be submitted as part of the proposal:

- 1. **Schedule/Timeline** Provide estimated hours per task, work phases/sequencing, and ability to meet or exceed December 1st, 2018 deadline.
- Method/Approach/Process Describe your approach to this project, the scope of work you
 will perform, and any special ideas, techniques or suggestions that you think might make the
 project proceed smoothly. This should demonstrate provider's understanding of exam
 development, setting cut scores, assembling exam forms, general psychometrics, item
 development, validation, and reliability.
- 3. **Statement of Qualifications** Describe your firm's and specific individuals' qualifications and training for this type of work. Cite any specific certifications or accreditations. Include a description of key personnel who will be assigned to this project, including their resume/CV.
- 4. **Budget/Cost** Provide estimated hours per task and hourly rates for staff working on those tasks, any reimbursed expenses, and the total estimated project cost.

Selection Criteria will be evaluated and weighted as follows in accordance with the best professional judgment of the Selection Committee:

Selection Criteria	Percentage
Schedule/Timeline	10%
Method/Approach/Process	30%
Statement of Qualifications	30%
Budget/Cost	30%

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PROPOSAL QUESTIONS

Any questions regarding this Request for Proposals may be addressed to Steven Garner (<u>SGarner@canv-awwa.org</u>) and Amanda Opperman (<u>AOpperman@cwea.org</u>). All questions must be submitted by **April 11th, 2018 at 5pm Pacific Time.** Substantive answers to any questions will be provided in email to all companies or individuals known to have received this Request for Proposals.

PROPOSAL SUBMITTAL

One electronic version of the proposal is to be provided by email **April 20th**, **2018 at 5pm Pacific Time**. Subject line should read: "AWT Operator Certification Exam Development RFP Response." Email should be addressed to Steven Garner (<u>SGarner@ca-nv-awwa.org</u>) and Amanda Opperman (<u>AOpperman@cwea.org</u>).

SELECTION OF PROVIDER

Proposals will be evaluated by a Selection Committee of staff and volunteers. The committee will evaluate on the basis of schedule/timeline, method/approach/process, statement of qualifications, and budget/cost, and will be weighted based on the percentages stated above in this RFP.

At the discretion of the Selection Committee, the firms that score highest on the criteria may be invited to give a one-hour webinar-style presentation to the Committee. Firms requested to give a presentation will be notified by Monday, April 30th, 2018. **Presentations have been tentatively scheduled for either 1pm – 3pm Thursday, May 3rd or 1pm – 3pm Friday, May 4th.**

Final selection will be based on the evaluation of proposals and presentations. The provider determined best qualified to perform this project, based on the judgment of Selection Committee, will be selected for contract award.

The Selection Committee retains the right to reject any or all proposals and to solicit new proposals if deemed to be in the best interest of the project.

PROFESSIONAL SERVICES AGREEMENT – EXCEPTIONS

The provider selected for contract award will enter into the attached Professional Services Agreement with the CA-NV AWWA. Any exceptions to this Agreement must be noted in the provider proposal. The Selection Committee will not entertain contract modifications that are not identified in the proposal.

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CA-NV AWWA

PROFESSIONAL SERVICES AGREEMENT (AGREEMENT)

THIS AGREEMENT is entered into on this	day of	, 20	by and
between PROVIDER hereinafter referred	to as "PROVIDER," and the Californi	a-Nevada	Section of
the American Water Works Association, I	hereinafter referred to as "CA-NV AN	NWA," as	follows:

1. **Notification Information:**

CA-NV AWWA

- Tim Worley
- 10435 Ashford St, 2nd flr
- Rancho Cucamonga, CA
- (909) 291-2102
- TWorley@ca-nv-awwa.org

PROVIDER NAME

ATTN:

- Address
- Address
- T:
- Type of Services Provided:
- 2. <u>Authorizations for Professional Services:</u> Authorization for any and all services under this Agreement shall be solely by written Task Order, executed by Tim Worley, Executive Director, CA-NV AWWA.
- 3. **Project:** The project name, number, and location will be defined by future Task Orders.
- 4. Scope of Services: Miscellaneous professional services as described in Task Orders to be issued by Tim Worley, Executive Director, CA-NV AWWA, and if accepted, performed by the PROVIDER. The Task Order Form, attached hereto as Exhibit "A", shall be utilized by PROVIDER and when completed, shall include Task Order number (issued by CA-NV AWWA), scope of services, time for completion, list of submittals with milestone dates, and a Total Not-to-Exceed Fee amount. The PROVIDER shall prepare as part of each Task Order a detailed task-cost spreadsheet detailing the major and secondary tasks to be accomplished along with the associated labor classification hours, fees, and other direct costs.

For each Task Order, PROVIDER shall list the Project Manager, sub-providers to be utilized, and any other pertinent information. PROVIDER shall attend Board meetings on an asneeded basis, as directed by CA-NV AWWA.

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- 5. <u>Independent Contractor:</u> The PROVIDER is an independent Contractor, and shall not be considered an employee of CA-NV AWWA. Notwithstanding any other CA-NV AWWA, state, or federal policy, rule, regulation, law, or ordinance to the contrary, PROVIDER and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CA-NV AWWA.
- 6. <u>Insurance:</u> PROVIDER shall, at no cost to CA-NV AWWA, obtain and maintain insurance during the term of this Agreement. PROVIDER shall furnish evidence of such coverage, naming CA-NV AWWA, its Directors, officers, agents, employees and designated volunteers as additional insured, as stated in Exhibit "C."

7. Indemnification:

- a. Non-Design Professional Indemnity Requirement. To the extent any of the services provided under this Agreement do not constitute "design professional" services and are therefore not subject to Section 2782.8 of the California Civil Code, PROVIDER shall indemnify, defend with counsel selected by the CA-NV AWWA, and hold harmless the CA-NV AWWA and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of, in whole or in part, the acts or omissions of PROVIDER or its employees, subcontractors, or agents, whether such acts or omissions are active or passive in nature. The foregoing obligation of PROVIDER shall not apply when the injury, loss of life, damage to property, or violation of law arises wholly from the sole negligence or willful misconduct of the CA-NV AWWA.
- b. General Indemnity Requirements. Regardless of what type of indemnity obligation is found to apply, with respect to third party claims against the PROVIDER, the PROVIDER waives any and all rights of any type of express or implied indemnity against the Indemnitees.
 - However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the CA-NV AWWA from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of PROVIDER to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.
- 8. **Compensation:** CA-NV AWWA agrees to pay PROVIDER by lump sum payment basis, as agreed upon. Total compensation paid shall not exceed the not-to-exceed value authorized without the written approval of Tim Worley, Executive Director, CA-NV AWWA.

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PROVIDER'S statement of charges shall be submitted at the completion of milestones. Payment will be made within thirty (30) days after receipt and approval of such statement.

- 9. Additional Services: In no event shall PROVIDER be entitled to compensation for additional services associated with a Task Order unless a written authorization or change order describing the work and payment terms has been executed by Tim Worley, Executive Director, CA-NV AWWA prior to the commencement of the work. In the event that no rate or charge is listed for a particular type of extra work, PROVIDER shall be paid for the extra work at the rate to be mutually agreed on prior to commencement of the extra work.
- 10. <u>Time for Completion:</u> Unless the time is extended in writing by Tim Worley, Executive Director, CA-NV AWWA, PROVIDER shall complete all services covered by this Agreement no later than the Completion Date specified in Exhibit A, but in no case, later than the termination date specified, unless an extension to this agreement is executed by Tim Worley, Executive Director, CA-NV AWWA.
- 11. **<u>Documentation</u>**: PROVIDER shall furnish to CA-NV AWWA project status reports, task specific deliverables and other information as specified in the Task Order and associated change orders.
- 12. <u>Ownership of Documents:</u> All work products of a finished nature, such as final items, forms, and exams prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of CA-NV AWWA. All materials of a preliminary nature prepared or obtained in the performance of this Agreement, shall be made available, upon request, to CA-NV AWWA at no additional charge and without restriction or limitation on their use. However, reuse of such materials by CA-NV AWWA on any other project shall be at sole risk of CA-NV AWWA and without liability of PROVIDER.
- 13. Record Retention: Except for materials and records delivered to CA-NV AWWA, PROVIDER shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after PROVIDER'S receipt of the final payment under this Agreement. Upon request by CA-NV AWWA, PROVIDER shall make such materials and records available to CA-NV AWWA at no additional charge and without restriction or limitation on their use. PROVIDER shall also make such materials and records available to authorized representatives of the state and federal governments at no additional charge.
- 14. <u>Termination by CA-NV AWWA:</u> At its option, CA-NV AWWA shall have the right to terminate this Agreement at any time upon 30 days written notice to PROVIDER, whether or not PROVIDER is then in default. Upon such termination, PROVIDER shall, without delay, deliver to CA-NV AWWA all materials and records prepared or obtained in the performance of this Agreement, and shall be paid, without duplication, all amounts due for the materials, equipment, and services rendered up to the date of termination.

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- 15. Abandonment by Provider: In the event that PROVIDER ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, PROVIDER shall, without delay, deliver to CA-NV AWWA all materials and records prepared and obtained in the performance of this Agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which CA-NV AWWA incurs as a result of such cessation or abandonment.
- 16. <u>Dispute Resolution:</u> The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal non-binding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system. The prevailing party in any litigation shall be entitled to recovery of its attorney's fees and costs.
- 17. <u>Duties of PROVIDER</u>: PROVIDER and any of its sub-providers and subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to any copyright, patent or trademark law. PROVIDER and any of its sub-providers and subcontractors shall perform all services under this Agreement in such a manner as to fully comply with all applicable professional standards of care, including but not limited to professional quality, technical accuracy, and timely completion. PROVIDER's failure to comply with this provision shall constitute a breach of contract.
- 18. Patents and Copyrights: The issuance of a patent or copyright to PROVIDER or any other person shall not affect CA-NV AWWA'S rights to the materials and records prepared or obtained in the performance of this Agreement. CA-NV AWWA reserves a license to use such materials and records without restriction or limitation, and CA-NV AWWA shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by CA-NV AWWA shall continue for a period of fifty years from the date of execution of this Agreement, unless extended by operation of law or otherwise.
- 19. Assignment and Subcontracts: This Agreement shall not be assignable or transferable in whole or in part by PROVIDER, whether voluntarily, by operation of law or otherwise; provided, however, that PROVIDER shall have the right to subcontract that portion of the services for which PROVIDER does not have the facilities to perform so long as PROVIDER notifies CA-NV AWWA of such subcontracting prior to execution of this Agreement and obtains prior written consent from CA-NV AWWA. Any other purported assignment, transfer, or subcontracting shall be void.

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- 20. <u>Integration and Amendment:</u> This Agreement contains the entire understanding between the CA-NV AWWA and PROVIDER as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the parties hereto. Each party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing signed by all parties hereto.
- 21. **Governing Law:** This Agreement shall be construed as if it was jointly prepared by both parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the party drafting same. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with in rem jurisdiction over the Project.
- 22. <u>Heirs, Successors and Assigns:</u> Except as provided otherwise in Section 18 above, that this Agreement shall inure to the benefit of and bind the heirs, successors, executors, personal representatives, and assigns of the parties.
- 23. <u>Provider Entitled to Rely:</u> PROVIDER shall be entitled to rely upon the accuracy of data and information provided by CA-NV AWWA or others known by CA-NV AWWA without independent review or evaluation.

24. Term of Agreement: through June 30, 2019.	The term of this Agreement is from	20
APPROVED:		
CA-NV AWWA TIM WORLEY	"PROVIDER" PROVIDER NAME	
By: Title: Ti	Sign By: Do Not	Sign

Exhibit "A"

CA-NV AWWA
PROVIDER NAME:

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Project Name: AWT Operator Certification Exam Development Project

Date:				
Issued under Professional Services Agreement dated	date			
To: Company Name				
Project Description:				
Exam Development Services				
Description of Scope of Services to be performed by Provi	ider under this Task Order:			
See Attachment 'A' – Scope of Services				
(Attachment 'A' will be developed based upon proposal submitted by Provider)				
Description of Services to be provided by CA-NV AWWA:	See Attachment 'A' – Scope of Services and the RFP page 3, item c.			
Deliverables:	See Attachment 'A' – Scope of Services			
Provider Project Manager:	Name			
Provider Quality Control Manager:	Name			
Schedule to Perform Services:	See Attachment 'B' – Project Schedule			
	(Attachment 'B' will be developed based upon proposal submitted by Provider)			
Time & Materials Not-to-Exceed Cost Limit:	\$xxxx			
	See Attachment 'C' – Budget Summary			
	(Attachment 'C' will be developed based upon proposal submitted by Provider)			
APPROVALS:				
AFFROVALS.				
COMPANY NAME				
By:				
Authorized Representative	Date			
CΔ-NV ΔWWΔ				

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Ву:	-	
Tim Worley, Executive Director, CA-NV AWWA	Date	

EXHIBIT "B"

Provider's Fee Schedule based upon Completion of Milestones

Milestone 1) Delivery of AWT Operator Certification Grade 3, 4, and 5 final drafts

Milestone 2) Delivery of cut-score recommendation and rationale

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Milestone 3) Delivery of "SEM Extraction Document"

Exhibit "C"

6.3 INSURANCE: PROVIDER shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by CA-NV AWWA, such insurance as will protect it and the CA-NV AWWA in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the PROVIDER. The failure to comply with

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these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the CA-NV AWWA.

- (a) <u>Certificates of Insurance</u>: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, PROVIDER shall furnish CA-NV AWWA with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The CA-NV AWWA reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) <u>Required Provisions</u>: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (1) <u>Primary Coverage</u>: The insurance policies provided by PROVIDER shall be primary insurance and any self-insured retention and/or insurance carried by or available to the CA-NV AWWA or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the CA-NV AWWA shall not contribute to any loss or expense under PROVIDER's insurance.
 - (2) Additional Insured: The policies of insurance provided by PROVIDER, except Workers' Compensation and Professional Liability, shall include as additional insureds: the CA-NV AWWA, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
 - (3) <u>Cancellation</u>: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the CA-NV AWWA, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
 - (4) <u>Waiver of Subrogation</u>: The insurance policies provided by PROVIDER shall contain a waiver of subrogation against CA-NV AWWA, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by PROVIDER.

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- (5) <u>Claim Reporting:</u> PROVIDER shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the CA-NV AWWA.
- (6) Deductible/Retention: If the insurance policies provided by PROVIDER contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to CA-NV AWWA under such policies. PROVIDER shall be solely responsible for any such deductible or self-insured retention and the CA-NV AWWA, in its sole discretion, may require PROVIDER to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
- (7) PROVIDER's Subcontractors: PROVIDER shall include all subcontractors as additional insureds under the insurance policies required by this Agreement to the same extent as the CA-NV AWWA or shall furnish separate certificates of insurance and policy endorsements for each subcontractor verifying that the insurance for each subcontractor complies with the same insurance requirements applicable to PROVIDER under this Agreement.
- (c) <u>Insurance Company Requirements</u>: PROVIDER shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in <u>Best's Key Rating Guide</u> or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) <u>Policy Requirements</u>: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
 - (1) <u>Workers' Compensation</u>: PROVIDER shall maintain Workers' Compensation insurance as required by law in the State of California to cover PROVIDER's obligations as imposed by federal and state law having jurisdiction over PROVIDER's employees and Employers' Liability

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insurance, including disease coverage, of not less than \$1,000,000.

- (2) <u>General Liability</u>: PROVIDER shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by CA-NV AWWA.
- (3) <u>Automobile Liability</u>: PROVIDER shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
- (4) <u>Professional Liability</u>: PROVIDER shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the PROVIDER or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by CA-NV AWWA.
- (5) <u>Property Coverage Valuable Papers</u>: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by PROVIDER under this Agreement.