

**LOCAL PROJECT SPONSOR AGREEMENT**  
**between**  
**ABAG/SFEP and County of San Mateo**  
**Bay Area Proposition 84 Integrated Regional Water Management Grant**  
**- Department of Water Resources -**

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG, and County of San Mateo, a political subdivision of the State of California, hereinafter called "County," the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a Proposition 84 Integrated Regional Water Management (IRWM) Program Grant from the State of California, Department of Water Resources (DWR) to help fund twenty (20) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, on July 16, 2014 DWR and ABAG entered into Agreement No. 4600010575 (Grant Agreement) awarding to ABAG a grant for Twenty Million Dollars (\$20,000,000) in State funding (State Grant) requiring an estimated Fourteen Million Four Hundred Twenty-eight Thousand Nine Hundred Ninety-seven Dollars (\$14,428,997) in matching funds to be expended over the grant period which extends from September 30, 2008 until December 31, 2018 when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, County is a subrecipient of the State Grant and is responsible for the Pescadero Water Supply and Sustainability Project (Project) as part of the Work Plan and for matching funds in the amount of One Hundred Twenty-five Thousand Dollars (\$125,000) required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and County further agree as follows:

AGREEMENT

1.0 Applicable Documents. The following are attached:

1.1 Attachment 1 Project Description

1.2 Attachment 2 Insurance Requirements

1.3 Attachment 3 Grant Agreement including the following exhibits that were attached:

- 1.4 Exhibit A, 'Work Plan'
- 1.5 Exhibit B, 'Budget'
- 1.6 Exhibit C, 'Schedule'
- 1.7 Exhibit D, 'Standard Conditions'
- 1.8 Exhibit E, 'Authorizing Resolution'
- 1.9 Exhibit F, 'Local Project Sponsors'
- 1.10 Exhibit G, 'Report Formats and Requirements'
- 1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'
- 1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'
- 1.13 Exhibit J, 'Monitoring and Maintenance Plan Components'

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2 and 3, and is the complete and exclusive statement of understanding between ABAG and County, and supersedes any all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

- 2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of February 4, 2014 (Effective Date) and continue until December 31, 2018, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.
- 3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, County will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Seven Hundred Thousand Dollars (\$700,000) of the State Grant to County in accordance with the Grant Agreement. County will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.
- 4.0 ABAG Obligations
  - 4.1 ABAG will undertake and complete the following Local Projects, including all administrative and management responsibilities relating solely to such Local Projects, in accordance with the Grant Agreement: Project 14 - San Francisco Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk

Management and Wastewater Effluent Polishing and Project 20: Grant Administration (ABAG Projects).

- 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to County and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.
- 4.3 ABAG will promptly notify County of any notices given or actions taken by DWR if such notices or actions are likely to affect County's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding County's invoices under section 12.c.5 of the Grant Agreement or alleged default by County under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on February 4, 2014 and continuing until December 31, 2018 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects. ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates Seven Hundred Fifty Thousand Dollars (\$750,000) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Participating Agency, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 County Obligations

- 5.1 County is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. County understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by County, as obligations of County, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of this Local Project Sponsor Agreement. Further, County acknowledges and agrees to comply with any requirements directly imposed on County as a Local Project Sponsor under the Grant Agreement.
- 5.2 County agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. County is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, County may invoice ABAG for grant share reimbursement incurred after the grant award date of February 4, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by County. Match costs can include project related costs incurred after September 30, 2008. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to the County invoicing the grant for payment for that specific task. Additional cost share will be documented by County in the Final Project Report.
- 5.4 County hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 County hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of County under sections 5.3, 5.4 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 County shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 County shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change

from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.

- 5.9 County shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.
- 5.10 County will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. County acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.
- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, County will not be obligated to pay more than Two Thousand Six Hundred Twenty-five Dollars (\$2625) as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 County further acknowledges and affirms that every other Participating Agency is a third party beneficiary of this Local Project Sponsor Agreement and County is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
- 6.1 County shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from County's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
- 6.2 ABAG shall indemnify, defend, and hold harmless County and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination.
- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in

accordance with the terms and conditions for the termination of the Grant Agreement.

- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by County that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to County, (c) County's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) County shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8.0 Notices and Administrative Contacts

- 8.1 All notices or notifications under this Local Project Sponsor Agreement shall be in writing addressed to the persons set forth in this section.

- 8.2 All notices or notifications to ABAG shall be sent to:

Jennifer Krebs  
San Francisco Estuary Partnership  
1515 Clay Street, Suite 1400  
Oakland, California 94612  
Email: [jennifer.krebs@waterboards.ca.gov](mailto:jennifer.krebs@waterboards.ca.gov)

- 8.3 All notices or notifications to County shall be sent to:

Carole Foster  
Watershed Protection Services  
County of San Mateo  
Dept. of Public Works  
555 County Center, 5th Floor  
Redwood City, CA 94063-1665  
Email: [cfoster@smcgov.org](mailto:cfoster@smcgov.org)

- 9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and County, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.

- 10.0 Assignment and Delegation. County shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.
- 11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. County further agrees and consents that the venue of any action brought between County and ABAG shall be exclusively in the County of Alameda.
- 12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- 13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.
- 14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

END OF BASE DOCUMENT  
SIGNATURE PAGE TO FOLLOW

**Bay Area Proposition 84 Integrated Regional Water Management Grant  
- Department of Water Resources -  
Local Project Sponsor Agreement**

\* \* \* \* \*

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, County of San Mateo and ABAG have duly executed this Agreement, or caused it to be duly executed on its behalf.

ATTEST:

COUNTY OF SAN MATEO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
President, Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

Association of Bay Area Governments

\_\_\_\_\_  
Ezra Rapport, Executive Director

Approved as to Form:

\_\_\_\_\_  
Kenneth K. Moy, Legal Counsel, ABAG



## **ATTACHMENT 1: PROJECT DESCRIPTION**

### **WORK PLAN**

#### **Project 8: Pescadero Water Supply and Sustainability Project**

This project constructs a new municipal groundwater well and approximately 140,000 gallon storage tank to provide adequate water supply, emergency response, water reliability, and groundwater improvement for the County Service Area 11 (CSA 11) Water System, which serves approximately 100 households within the Community of Pescadero. The new well and tank would be installed in close proximity to an existing water storage tank on a parcel currently owned by the County. The project provides a reliable water supply to the community without increasing the amount of extracted groundwater. The project also includes installation of a new alarm system, which will ensure that the operators are notified in the event of an emergency, pump shutdown, or low tank level. The project also includes implementing a water conservation program for the CSA 11 community by providing residents with low- or no-cost water-saving devices, such as high efficiency toilets/urinals and washers.

#### **Task 1: Direct Project Administration – Budget Category (a)**

##### Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

##### Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit G of the Grant Agreement (Attachment 3) and submitting to the Grantee for its submittal to DWR review.

Deliverables:

- Quarterly Project Progress Report

##### Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

Deliverables:

- Quarterly Invoices and associated backup documentation

#### Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G of the Grant Agreement (Attachment 3).

Deliverables:

- Draft and Final Project Completion Report

#### Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

#### **Task 2: Land Purchase/Easement – Budget Category (b)**

Not applicable. Land purchases and easements have already been completed.

#### **Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

##### Task 3 a) Assessment and Evaluation

This task consists of completing a groundwater study for the project site, completing a disadvantaged community study, and completing 75% design plans and specifications.

Deliverables:

- A copy of the groundwater study
- A copy of the disadvantaged community study
- A copy of the 75% design plans and specifications

##### Task 3 b) Planning/Design/Engineering

This task consists of finalizing project designs (100%) with complete plans and specification for the well drilling, wells, and tanks designs. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

#### Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

#### Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

### **Task 4: Construction/Implementation – Budget Category (d)**

#### Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

#### Task 4 b) Mobilization, Site Preparation, and Demobilization

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control. This task also includes the removal of all mobilization efforts.

Deliverables:

- Pre-construction photographs and post-construction photographs

#### Task 4 c) Project Construction

This task includes the construction of a new municipal groundwater well and approximately 140,000 gallon storage tank. This task consists of project construction activities, including construction of a new groundwater well, construction of a storage tank, installation of a new alarm system and implementation of a water conservation program for the Pescadero community, which will consist of the distribution of water conservation educational materials and installation of water-saving devices, including

high-efficiency toilets, urinals, and washers. This task also includes performance testing of the pump equipment, tank, alarm system and automatic shutoff.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings
- List of completed device (toilet, urinal, and washer) installations

#### Task 4 d) Environmental Compliance/Mitigation/Enhancement

This task consists of complying with general construction standards, performing biological resources protection surveys and monitoring during construction, BMP implementation and monitoring, and post construction monitoring reports to permitting agencies where required.

Deliverables:

- A copy of biological resource surveys, as required
- A copy of the stormwater pollution prevention plan, as required
- A copy of post construction monitoring reports, as necessary

#### Task 4 e) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**BUDGET**

Project 8: Pescadero Water Supply and Sustainability Project					
Category		(a)	(b)	(c )	(d)
		Grant Amount	Cost Share: Required Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 55,269.00	\$ -	\$ -	\$ 55,269.00
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	\$ -
(c)	Planning/Design/ Engineering/ Environmental Documentation	\$ 37,827.00	\$ 112,130.00	\$ -	\$ 149,957.00
(d)	Construction/ Implementation	\$ 606,904.00	\$ 12,870.00	\$ -	\$ 619,774.00
Grand Total		\$ 700,000.00	\$ 125,000.00	\$ -	\$ 825,000.00

## SCHEDULE

Project 8: Pescadero Water Supply and Sustainability Project			
Category		Start Date	End Date
<b>Task 1</b>	<b>(a) Direct Project Administration</b>	<b>October-13</b>	<b>December-15</b>
Task 1 a	Project Administration	October-13	December-15
Task 1 b	Quarterly Progress Report	August-14	December-15
Task 1 c	Invoices	August-14	December-15
Task 1 d	Draft and Final Project Completion Report	May-15	January-16
Task 1 e	Labor Compliance Plan	January-15	December-15
<b>Task 2</b>	<b>(b) Land Purchase/ Easement</b>	<b>N/A</b>	<b>N/A</b>
<b>Task 3</b>	<b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b>	<b>November-12</b>	<b>January-15</b>
Task 3 a	Assessment and Evaluation	November-12	September-13
Task 3 b	Planning/ Design/ Engineering	February-14	August-14
Task 3 c	Environmental Documentation	August-12	January-15
Task 3 d	Permitting	August-12	January-15
<b>Task 4</b>	<b>(d) Construction/ Implementation</b>	<b>January-15</b>	<b>October-15</b>
Task 4 a	Construction Contracting	January-15	April-15
Task 4 b	Mobilization and Site Preparation	May-15	June-15
Task 4 c	Project Construction	July-15	October-15
Task 4 d	Environmental Compliance/ Mitigation/ Enhancement	May-15	October-15
Task 4 e	Construction Administration	May-15	October-15

### DELIVERABLES TABLE

This deliverables table lists all deliverables due to ABAG for this project. It will be included in the progress report template. Any missing due dates should be filled in and included in the first progress report.

Note that before you can invoice for any task, you must have satisfied the match requirement for that task.

Type	Task # (from DWR- ABAG agreement)	Description	Estimated Due Date	Submitted Date
<b>ABAG requirements</b>		Proof of Insurance Coverage	Upon return of signed agreement	
<b>IRWMP eligibility requirements and basic conditions</b>		CWC Section 10920 (CASGEM) compliance	Before first invoice	
	Task 1a	Environmental Information Form (EIF)	3/14/14	2/24/14
		Financial Statements	3/14/14	2/24/14
<b>Project deliverables due before invoicing for construction</b>		NEPA documents, if applicable		
	Task 1e	Proof of Labor Compliance Plans for each project component	December 2015	
	Task 3a	A copy of the groundwater study	September 2013	
		A copy of the disadvantaged community study		
		A copy of the 75% design plans and specifications		
	Task 3b	A copy of the 100% complete design plans and specifications	August 2014	
	Task 3c	Copy of environmental documents as required by CEQA	January 2015	
		Copy of State review and concurrence with CEQA documents		
	Task 3d	Copy of all required permits	January 2015	
		Copy of State notice of verification of environmental permit submittal		
<b>Other project deliverables</b>	Task 4a	Copy of bid package	April 2015	
	Task 4b	Pre-construction photographs and post- construction photographs	June 2015	
	Task 4c	Construction photographs	October 2015	

Type	Task # (from DWR- ABAG agreement)	Description	Estimated Due Date	Submitted Date
		Certified engineer inspection completion report with final as-built drawings		
		List of completed device (toilet, urinal, and washer) installations		
	Task 4d	A copy of biological resource surveys, as required	October 2015	
		A copy of the stormwater pollution prevention plan, as required		
		A copy of post construction monitoring reports, as necessary		
	Task 4e	A copy of the inspection reports	October 2015	
		A copy of meeting minutes from construction management reports		
<b>Reports</b>	Task 1b	Quarterly project progress report	45 days after calendar quarter ends	
	Task 1c	Quarterly invoices and associated backup documentation	45 days after calendar quarter ends	
	Task 1d	Draft Project Completion Report	30 calendar days after project completion	
		Final Project Completion Report	60 calendar days after project completion	
		Post-Performance Reports	60 calendar days after 1 <sup>st</sup> operational year, for 10 years post-completion	



## ATTACHMENT 2: INSURANCE REQUIREMENTS

Insurance Requirements. Local Project Sponsor shall procure and maintain for the duration of this agreement 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 Local Project Sponsor, its agents, representatives, or employees.

- a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - i) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
  - ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
  - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
  - iv) Errors and Omissions Liability insurance appropriate to the Local Project Sponsor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
- b) Minimum Limits of Insurance. Local Project Sponsor shall maintain limits no less than:
  - i) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - iii) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
  - iv) Errors and Omissions Liability: \$1,000,000 per occurrence.
- c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Local Project Sponsor shall pay said deductible or self-insured retention. (Including operations, products and completed operations, as applicable.).
- d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - i) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations

- performed by or on behalf of the Local Project Sponsor; or automobiles owned, leased, hired or borrowed by the Local Project Sponsor.
- ii) For any claims related to this project, the Local Project Sponsor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials, employees or volunteers shall be excess of the Local Project Sponsor's insurance and shall not contribute with it.
  - iii) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Local Project Sponsor shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or the Local Project Sponsor.
  - iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.
- f) Verification of Coverage. Local Project Sponsor shall furnish the ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Self Insurance Option. If a Local Project Sponsor is a public entity self-insures for bodily injury, personal injury and property damage liability, the Local Project Sponsor shall submit written evidence of such self-insurance for approval by ABAG in lieu of complying with Insurance Requirements above. Such written evidence may, but is not required to, consist of a letter authorized by its chief administrative/executive officer, chief financial officer, risk manager or equivalent, stating that the Local Project Sponsor is self insured and that the Local Project Sponsor, has or will have, sufficient resources to effect the coverage required by the Insurance Requirements.