



## WEST VALLEY SANITATION DISTRICT OF SANTA CLARA COUNTY, CALIFORNIA

### CONTRACTOR REGISTRATION REQUIREMENT

Per West Valley Sanitation District Ordinance Code 9.060, a contractor may not construct, alter, or repair any District owned sewer facility unless the contractor:

- Holds a proper state license to perform such work (an "A", "C-42", or a "C-34" license); and
- Is registered with the District.

#### **CONTRACTOR'S REGISTRATION INSTRUCTIONS and INFORMATION**

- Complete the **Registration Form** contained in this packet. Return the form with the requested information to WVSD, 100 East Sunnyoaks Avenue, Campbell, CA 95008 or email to [info@westvalleysan.org](mailto:info@westvalleysan.org).
- Execute an **Agreement** between West Valley Sanitation District and the CONTRACTOR. The Agreement will be sent via email to the CONTRACTOR when the Registration Form is submitted. Print two copies of the Agreement, have both signed and return them to West Valley Sanitation District via US Mail or in person at 100 East Sunnyoaks Avenue, Campbell, CA 95008. Once the District Manager has executed the original copies, a copy will be returned to you for your files.
- Submit the required **Insurance Documents** for Commercial General Liability, Automobile Liability, and Workers' Compensation described on pages 3 to 5 of this document.
- Submit a **Street Excavation Bond** in the amount of \$5,000.00 in one of three ways:
  - Cashier's Check
  - Bond from a Bonding Company – form attached (see Page 6 and 7)
  - Certificate of Deposit naming West Valley Sanitation District as the certificate holder

The Bond will not be released until one year after the last job in the jurisdiction of West Valley Sanitation District has been inspected.

The Street Excavation Bond will be accepted until after all of the insurance documents and the Agreement have been received and approved.

Email [info@westvalleysan.org](mailto:info@westvalleysan.org) or call 408-378-2407 ext 124 for further inquiry.

**CONTRACTOR'S REGISTRATION TO DO WORK IN PUBLIC STREETS AND EASEMENTS  
WITHIN WEST VALLEY SANITATION DISTRICT OF SANTA CLARA COUNTY  
100 East Sunnyoaks Avenue, Campbell, CA 95008-6608  
408-378-2407**

**REGISTRATION INFORMATION**

Name of Contractor: \_\_\_\_\_

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

Telephone Numbers: \_\_\_\_\_

Two people that may be reached for emergency work after hours:

Name: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Nos. \_\_\_\_\_

State of California: Contractors State License Board (CSLB)

License Classification \_\_\_\_\_ License Number \_\_\_\_\_

\_\_\_\_\_  
Name of Company Authorized Signer

\_\_\_\_\_  
Title of Company Authorized Signer

## **Insurance Requirements for Registered Contractor**

Registered Contractor (Contractor) 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) 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:** ISO Form Number CA 0001 covering any auto (Code 1), with limits 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 Employers' Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains broader coverage and or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and or 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 District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara.

### **OTHER INSURANCE PROVISIONS**

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

#### ***Additional Insured Status***

The District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara, 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 and automobiles owned, hires, or borrowed by or on behalf of the Contractor. 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**, **CG 11 85** or **both CG 20 10** and **CG 20 26**, **CG20 33**, or **CG20**

38; and CG 20 37 if a later edition is used).

The Contractor shall furnish one (1) copy of each of the certificates of insurance and endorsements setting for the types of coverage, including “collapse” and underground utility exposures and the limits of coverage in amounts not less than specified above.

### ***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** coverage at least as broad as ISO **CG 2 0 0 1 04 1 3** as respects the District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

Each insurance policy required by this clause shall not be canceled, except with notice to the District.

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

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

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

Contractor hereby grants to District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara, a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara, by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara, for all work performed by the Contractor, its employees, agents and subcontractors. 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 District has received a waiver of subrogation endorsement from the insurer.

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

Self-insured retentions must be declared to and approved by the District. At the option of the District, either: Contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects the District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by

either the named insured or District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara.

***Verification of Coverage***

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District 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 District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the District, City of Campbell, Town of Los Gatos, City of Monte Sereno, City of Saratoga, and County of Santa Clara, are an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as **CG 20 38 04 13**.

***Special Risks or Circumstances***

District reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

NO.

STREET EXCAVATION BOND

WEST VALLEY SANITATION DISTRICT, CITY OF CAMPBELL, TOWN OF LOS GATOS,  
CITY OF MONTE SERENO AND CITY OF SARATOGA

KNOW ALL ME BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and the \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto WEST VALLEY SANITATION DISTRICT OF SANTA CLARA COUNTY, AND THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, in the sum of FIVE THOUSAND DOLLARS (\$5,000.00), except when the Principal does excavation work in the streets of the CITY OF CAMPBELL, TOWN OF LOS GATOS, CITY OF MONTE SERENO, or CITY OF SARATOGA, STATE OF CALIFORNIA, then the Principal and Surety will be bound unto the said WEST VALLEY SANITATION DISTRICT in the sum of TWO THOUSAND FIVE HUNDRED DOLLARS ( \$2,500.00) and unto the said city in which excavation work in streets is carried on, in the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_,

WHEREAS, from time to time, Principal may apply to the County Engineer and Street Commissioner of the County of Santa Clara (through the office of the District Manager-Engineer of the West Valley Sanitation District) and to the City Engineer of the respective cities (through Superintendent of Streets) for permit to do excavation work in county streets, county highways, state highways, and city streets; and

WHEREAS, said Principal may from time to time install main and lateral sewer lines within public streets subject to the jurisdiction of the agencies above; and

WHEREAS, Section 9.060 of the Ordinance Code of West Valley Sanitation District, and ordinances of the above named county and cities, require posting of adequate bond to insure the protection of West Valley Sanitation District, the County of Santa Clara, and said cities, and to insure proper performance of said excavation and replacement;

NOW, THEREFORE, if said Principal shall make all excavation and repaving in county streets, county highways, state highways, and city streets, properly, and in accordance with the provisions of Santa Clara County Ordinances, ordinances of the above-named cities, when applicable, and all

other Standard Specifications of the county and cities relating to pavement replacement, and shall, for a period of one year from and after date of said excavation, remedy any defects in said county streets, county highways, state highways, and city streets, due to faulty, defective or ill-timed workmanship in labor and materials, or both, then the above obligations be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the surety may cancel this bond and be relieved of further liability thereunder by giving thirty (30) days' written notice to:

District Manager-Engineer, West Valley Sanitation District; Santa Clara County Engineer; and City Engineer; and City Engineer of the above-named cities.

This bond shall be in effect until canceled as above.

\_\_\_\_\_  
Name of Principal  
  
By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Surety  
  
By \_\_\_\_\_  
Signature

West Valley Sanitation District Address: 100 East Sunnyoaks Avenue, Campbell, CA 95008-6608  
Telephone: (408) 378-2407