



***County Waterworks District No. 8
City of Simi Valley***

Dear Prospective Vendor:

If you intend to submit a bid or proposal, please contact Mike Kang at (805) 583-6809 and provide your name, address, and telephone number.

The District will use this information to notify you of any addenda to these documents. Without this information, the District has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor's responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.



County Waterworks District No. 8
City of Simi Valley

October 23, 2019

SUBJECT: REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL SERVICES TO PERFORM SEISMIC EVALUATION OF THE WATERWORKS STORAGE TANK SYSTEM, RFP NO. PW 19-13

The Ventura County Waterworks District No. 8 invites your firm to submit a proposal for professional engineering services.

The attached Request for Proposal contains information and procedures to assist you in the preparation of the proposal.

A mandatory pre-proposal meeting will be held at 10:30 a.m. on November 14, 2019, at City Hall. Please call Michael Kang at (805) 583-6809 to RSVP.

Should you have any questions, or require additional information, please contact me at (805) 583-6809.

Sincerely,

Michael Kang
Principal Engineer

Attachments

cc: Assistant Public Works Director
Deputy Public Works Director (Waterworks Services)

REQUEST FOR PROPOSALS

The Ventura County Waterworks District No. 8 (District) is requesting proposals to provide Professional Services to Perform Seismic Evaluation of the Waterworks Storage Tank System, RFP No. PW 19-13.

Additional information may be obtained by contacting:

Ventura County Waterworks District No. 8
2929 Tapo Canyon Road
Simi Valley, CA 93063
Contact: Michael Kang (805) 583-6809
MKang@simivalley.org

A complete copy of the Request for Proposals can be viewed and downloaded at www.simivalley.org/BidsAndProposals.

A mandatory pre-proposal meeting will be held at 10:30 a.m. on November 14, 2019, at City Hall. Please call Michael Kang at (805) 583-6809 to RSVP.

Three copies of the Technical Qualification Proposal and one copy of the Cost Proposal must be submitted in separate sealed envelopes. All proposals shall be submitted at or before 3:00 p.m., December 12, 2019, to the following:

Michael Kang
Principal Engineer
Ventura County Waterworks District No. 8
2929 Tapo Canyon Road
Simi Valley, CA 93063

NOTE: Please mark the outside of the envelopes (and express shipment envelope, if applicable):

REQUEST FOR PROPOSALS
TO PROVIDE PROFESSIONAL SERVICES TO PERFORM SEISMIC
EVALUATION OF THE WATERWORKS STORAGE TANK SYSTEM,
RFP NO. PW 19-13
DECEMBER 12, 2019
3:00 p.m.

REQUEST FOR PROPOSALS - CONTINUED

No contractor or subcontractor may be listed in a proposal for a public works project submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, or unless the contractor or subcontractor qualifies for an exception from this requirement, for proposal purposes only, as set forth in Labor Code section 1771.1(a) or unless the small project exemption applies (total cost of project: \$25,000 for public works or \$15,000 for maintenance). If contractor or subcontractor believes that such an exception in 1771.1(a) applies, it must provide the applicable exception(s) in its proposal. Even those contractors or subcontractors who qualify for an exception under 1771.1(a) must be registered with DIR at the time of award, if such award is made on or after April 1, 2015.

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with DIR pursuant to Labor Code section 1725.5, unless the small project exemption applies.

This project is subject to compliance monitoring and enforcement by the DIR.

VENTURA COUNTY WATERWORKS DISTRICT NO. 8

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**REQUEST FOR PROPOSALS TO
PROVIDE PROFESSIONAL SERVICES TO PERFORM SEISMIC EVALUATION OF
THE WATERWORKS STORAGE TANK SYSTEM, RFP NO. PW 19-13**

INTRODUCTION

The Ventura County Waterworks District No. 8 (District) owns and operates water distribution, treatment, and groundwater pumping facilities that serve approximately 80,000 residents. The District receives water from three sources: imported water, local ground water, and recycled water. The ground water is supplied by two wells in the Tapo Canyon area, the imported water is delivered by the Calleguas Municipal Water District via twelve turnout connections, and the recycled water is produced and stored at the City's Water Quality Control Plant.

The water distribution system is comprised of two separate systems – one for potable water and the other for recycled water. The potable water distribution system consists of 43 water storage tanks, 22 pump stations, 2 production wells, 15 pressure reducing stations, and 5 groundwater management wells that discharge to the Arroyo Simi. The recycled water distribution system consists of a pump station that supplies water to the Simi Valley Landfill and an industrial complex on the west-end of the City.

A Waterworks Facilities Assessment and Cost of Service Evaluation was completed by Carollo Engineers, in April 2015. The assessment recommended a seismic evaluation for twenty-eight tanks. Repairs to the foundation or confinement rings for a few of the tanks were also recommended based on their visual inspection. In 1997, earthquake repairs were performed on five tanks: Walnut-East, Stearns-East, Stearns-West, Marr Ranch#1, and Madera 1031, which included piping modifications and repairing interior and exterior coating. In 1999, seismic upgrades and repairs were performed on thirteen tanks that were damaged during the 1994 Northridge Earthquake: Hilltop, Flanagan, Madera 1190, First Street-SE, First Street-NE, First Street-NW, First Street-SW, Wood Ranch-5MG, Wood Ranch-2MG, Wood Ranch-3MG, Bridle Path, Casual Court, and Lilac Lane, based on a study, "Evaluation of Earthquake Damage to Water Reservoirs," prepared by ASL Consulting Engineers in July 1994.

The District seeks to hire a consultant to review existing reports, studies, and related documents; perform seismic and geotechnical inspections at each tank site to document current conditions; evaluate each tank for compliance with current seismic codes or sound structural condition; and recommend improvements for each tank. The selected consultant will prepare a Seismic Evaluation Report for the District's use that will explain the analytical process and provide recommendations to improve tank reliability during an earthquake.

A mandatory pre-proposal meeting will be held at 10:30 a.m. on November 14, 2019, at City Hall. Please call Michael Kang at (805) 583-6809 to RSVP.

SCOPE OF WORK

The District is requesting proposals from consultants to conduct a comprehensive seismic and structural evaluation of the District's water storage tanks and recommend modifications, repairs, and retrofits to correct deficiencies. The study should review and analyze available drawings, previous studies and inspection reports prior to performing

site inspections. The site inspections shall be conducted by structural and geotechnical engineers and include visual inspection and videoing of the exterior and the interior (above the waterline) of the tanks.

STUDY OBJECTIVES

It is anticipated that the consultant will perform the following to complete the project with an effective work schedule:

1. Consultant shall organize and attend a kickoff meeting with the District to introduce key project team members, discuss project schedule, review scope of work, and request available data, reports, documents, and plans from the District that are relevant to the project. The Consultant shall collect and review all existing reports and record drawings that may impact the evaluation.
2. During kick-off meeting, gather information from District staff about existing structural concerns to ensure that those issues are evaluated.
3. Structural and geotechnical site inspections to include video of the interior of the tanks, to be performed by the Consultant, while the tank is in service.

The water level of the tank will be lowered to allow access to the interior of the tank by the Consultant. The Consultant shall use a raft to inspect the interior of the tanks above the water line, and the Consultant shall comply with all applicable disinfection processes and confined space entry regulations. The Consultant shall be solely responsible for any contamination (not meeting drinking water standards) of the potable water within the reservoir arising from their work, and shall be responsible for the cost incurred by the District in rectifying such contamination, including the cost of the water and disinfection of the reservoir. Samples of the water in the tank will be taken before and after Consultants entry in the tank to check for water quality. Evaluation and condition assessment of the interior of the tanks below the water line shall be based on available underwater inspection videos and Consultant's experience and expertise.

4. Prepare draft report for District review, to include the following for each reservoir:
 - a. Identification of seismic and/or structural deficiencies.
 - b. Additional concrete, steel, and geotechnical tests required.
 - c. Recommendation for modifications, retrofit, and repairs to bring tanks into compliance with current seismic codes or sound structural condition.
 - d. Estimated construction costs for the recommended repairs.
 - e. Prioritization of each reservoir based on their assessed conditions/risk level.
 - f. Recommendation for operating each tank identified with seismic/structural deficiencies in a safe manner until repairs can be made.
5. Conduct a workshop to discuss evaluation findings with District staff.

6. Prepare final report based on discussions and comments from District and provide an electronic copy of the report with tables and graphs in Word and Excel formats for future use. District will need 6 copies of the final report.

SCHEDULE

Assuming a contract start of February 3, 2020, the Proposer shall prepare a report, addressing the above listed Scope of Work Items, within 120 consecutive calendar days, by June 1, 2020.

PROPOSAL CONTENT

The Proposer shall prepare a detailed Technical Qualification Proposal, not to exceed 20 pages (not including resumes), and a Cost Proposal for the work to be performed. Three copies of the Technical Qualification Proposal and one copy of the Cost Proposal shall be submitted in separate sealed envelopes. The proposal package must contain the following:

A. Technical Qualification Proposal:

1. A detailed explanation of the proposed work and intended technical and project management approach that shows the scope of work is understood.
2. A description of the firm's capabilities and experience in providing Professional Services to Perform Seismic Evaluation of the Waterworks Storage Tank System. References from previous clients for recently completed projects of a similar nature must be included by submitting a Statement of Qualifications and References form provided in this Request for Proposals package. Provide the names of the clients, the client's contact persons and their telephone numbers, and a description of the project, key project staff members and the work performed by your firm. The District reserves the right to contact the clients listed, as well as prospective clients at any time.
3. Identification of qualifications and capabilities of staff assigned to the work.
4. An Organizational Chart showing the proposed relationships between all key personnel, and the support staff assigned to the project; the proposed responsibilities of each person on the chart, and brief resumes which highlight special qualifications relevant to the required tasks.

The list of key personnel is to be categorized:

- Executives/Managers
- Licensed Professionals
- Engineers/Surveyors
- Other Technical/Professional/Accounting Staff
- Administrative/Support Staff

5. A Project Management Plan describing the consulting firm's approach to scheduling, time loss prevention, and resource allocation for project completion. Please provide a sample project status report and schedule outlining the anticipated submittals and review periods.
6. Identification of sub-consultants. Information shall include the name and address of the sub-consultant, resumes of the key staff proposed for the project, and the tasks to be carried out. The Consultant may enter into subcontracts with others for the performance of any portion of work when needed to provide a particular specialty or service that may be outside the core competency of the contracted firm with the approval of the District. The Consultant will require the prior approval of the District before adding a sub-consultant or the District may suggest firms or individuals that may be added as sub-consultants. The requirements of this Request for Proposal and any resultant contract shall apply to all sub-consultants in the same manner as to the Consultant.

B. Cost Proposal:

1. Maximum fee (i.e., not to exceed amount) to be charged for the proposed professional services, broken down by task. The District will fully enforce the terms and conditions of the attached contract, which shall be based on a "not to exceed amount" for each project negotiated with the selected consultant.
2. Projected man-hours by task required to complete the design and related work, along with hourly billing rates for the various levels and staff who will be assigned to the projects. Listing of any other costs charged by firm for the professional services.
3. The Proposal shall include a unit cost to video inspect each tank, in addition to a total cost to inspect all forty-three tanks. The District may decide to reduce the number of tanks to be video inspected and will use the provided unit cost and reduce the quantity as needed.

The fees are subject to negotiation.

C. Cover Letter:

The Technical Qualification Proposal and Cost Proposal shall be submitted with a cover letter that must be signed by an official authorized to bind the Proposer contractually, and shall contain a statement that the proposals are firm offers for a 90-day period. The cover letter accompanying the Technical Qualification Proposal shall also provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the Proposer. An unsigned proposal, or one signed by an individual not authorized to bind the Proposer may be rejected.

PROPOSAL EVALUATION AND SELECTION

Copies of the Technical Qualification Proposal and Cost Proposal must be submitted in separate sealed envelopes at or before 3:00 p.m. on December 12, 2019. **Late proposals will not be accepted.**

The Technical Qualification Proposal will be evaluated based on:

- Understanding of the scope of work (weighted 15%)
- Approach to completing project (weighted 35%)
- Demonstrated professional skills and staff credentials (weighted 25%)
- Related experience in the preparation of water distribution seismic evaluations (weighted 25%)

The Cost Proposal will not be used in the ranking process. The Technical Qualification Proposal and staff determination of skills based upon associated background research will determine the ranking.

The Cost Proposal will not be opened until the Technical Qualification Proposal has been ranked. The firm rated as the most qualified for the requested services will be invited to negotiate a final contract. If an arrangement is not reached, the District may terminate negotiations and commence negotiations with the next most qualified firm.

The selected firm must execute a written contract prepared by the District (sample copy attached).

The award of contract will be based on a combination of all of the evaluation factors. The District reserves the right to reject any and all proposals, and to award or not to award a contract.

VENTURA COUNTY WATERWORKS DISTRICT NO. 8**PROPOSAL TERMS AND CONDITIONS**

Requirement to Meet All Request for Proposals Provisions - Each proposer shall meet all of the work scope/specifications and Request for Proposals Terms and Conditions. By virtue of the proposal submission, the Proposer acknowledges agreement with and acceptance of all provisions of the work scope/specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is acceptable will be determined by the District in its sole discretion.

Communications Regarding Proposal - All timely requests (timely requests are those which the District, in its sole judgement, can reasonably respond to before the submittal deadline) for information submitted in writing will receive a written response from the District. Telephone communications with District staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the District.

Proposal Submission - Each proposal must be submitted as described in the Request for Proposals. Three copies of the Technical Qualifications Proposal and one copy of the Cost Proposal must be submitted in separate sealed envelopes to the Ventura County Waterworks District No. 8, 2929 Tapo Canyon Road, Simi Valley, California 93063. The proposal shall be clearly labeled with the proposal title, name of proposer, and date and time proposals are due. If proposal is delivered to the District via express delivery or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Proposal Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one proposal, except an alternative proposal when specifically requested. However, an individual who has quoted prices on materials to a firm submitting a proposal is not thereby disqualified from quoting prices to other firms submitting proposals.

Proposal Withdrawal - Proposers may withdraw their proposal without prejudice prior to the time specified as the due date by submitting a written request to the District for its withdrawal. If this occurs the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than the place stated in the Request for Proposals will be considered.

Proposal Retention and Award - The District reserves the right to retain all proposals for a period of 90 days for examination and comparison. The District also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award as the interest of the District may require based on the criteria identified in this Request for Proposals.

Contract Requirement - The proposer to whom award is made shall execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by Proposer. The District's form contract is attached. The contract will be refined during final preparation of the contract documents between District and Proposer. The Scope of Work will be incorporated in the contract as Exhibit "A", the Schedule of Fees will be incorporated as Exhibit "B" and if applicable, Insurance Requirements will be incorporated as Exhibit "C". The Proposer warrants that Proposer possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, proposer shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the proposal by the District, the Proposer fails to enter into the Contract within the specified time period, the pending award will be annulled. An award may be made to the next most qualified firm who shall fulfill every term and condition of the Request for Proposals.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City of Simi Valley (City). The amount of the tax is based on gross receipts resulting from business conducted in the City and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any operation not otherwise permitted. The City will verify that the proposer has a valid City of Simi Valley Business Tax Receipt prior to the execution of the Contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

DIR Registration – In accordance with the provisions of California Labor Code Section 1771.1, as amended by SB 854, unless registered with the DIR (Department of Industrial Relations), a contractor may not propose, nor be listed as a subcontractor, for any proposal submitted for public work on or after March 1, 2015, with certain exceptions as set forth in Labor Code 1771.1(a), or unless the small project exemption applies (total cost of project: \$25,000 for public works or \$15,000 for maintenance). Without the small project exemption, a public entity cannot award a public work contract to a non-registered contractor or subcontractor, effective July 1, 2017. As such, proposers on non-exempt projects must be registered with DIR. If any contractor or subcontractor listed in a proposal is believed to be exempt from registration as set forth in Labor Code 1771.(a), the proposal must set forth the claimed exemption. Failure to provide evidence of registration or of a valid exemption at the time of proposal submittal shall render the proposal as non-responsive and shall act as a bar to award the Contract to any proposer not registered with DIR.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Bidders are hereby notified that pursuant to the provisions of the California Labor Code the California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. Such wage scale is set forth at length in a Schedule of Prevailing Rates of Wages that is on file at the California Department of Industrial Relations and is available at www.dir.ca.gov/DLSR/PWD/index.htm. The published prevailing rates that the Contractor shall pay are hereby incorporated in and made a part of these Bid Terms and Conditions.

The Contractor to whom the Contract is awarded shall assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Orders 11246 and 11375.

For Federally funded projects, the current Federal General Wage Determinations shall apply for this project as predetermined by the Secretary of Labor. If there is a difference in the Federal minimum wage rates and the California Department of Industrial Relations for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate. The wage rate for any classification not listed by the Federal Department of Labor or the California Department of Industrial Relations, but which may be required to execute the Contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies determinations

Non-Exclusive Contract - The District reserves the right to purchase the items/services listed in this Request for Proposals, as well as any supplemental items/services, from other vendors during the Contract term.

Submission of References – Each Proposer shall submit a statement of qualifications and references on the form provided in the Request for Proposals package.

Insurance - The Consultant shall meet the following provisions (Sections 1 through 7) relating to insurance coverage.

1. General Conditions - Without limiting the Consultant's indemnification of District or City, Consultant shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverage) covering its operations, subject to the following conditions:
 - a) The District, City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The District and City shall be named Loss Payee as its interest may appear in all property insurance.
 - b) Such insurance shall be primary with respect to any insurance maintained by District or City and shall not call on District's or City's insurance for contributions.

- c) With respect to the interests of the District and City, the Consultant's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the City of Simi Valley, Department of Public Works, 2929 Tapo Canyon Road, Simi Valley, California 93063, and shall contain an unequivocal clause so stating.
 - d) A District approved endorsement or certified copy of insurance policy providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.
2. Workers' Compensation - The Consultant shall procure and maintain, during the life of the Contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Consultant shall require all subconsultants to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Consultant.
- By submitting a proposal pursuant to these specifications, Proposer hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code, which require every employer to be insured against liability for Workers' Compensation.
3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Consultant outside these specifications, Consultant shall give District prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the District and City. Consultant shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.
4. Modification of Coverage - The District reserves the right at any time during the term of any contract executed with the Consultant pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change should result in a premium increase in excess of ten percent (10%) to Consultant, District agrees to negotiate additional compensation proportional to the increased benefit to the District and City.
5. Failure to Procure or Maintain Insurance – Consultant's failure to procure or maintain required insurance program shall constitute a material breach of Contract under which the District may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the District's and City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Consultant, or deduct all monies so paid from payments due Consultant.

6. Underlying Insurance - Consultant shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the Consultant's, the District's, and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Consultant is encouraged to seek professional advice in this regard.
7. Evidence of Coverages - Evidence of coverages (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<u>Description</u>	<u>Limits</u>
<input checked="" type="checkbox"/> Workers' Compensation	Statutory
<input type="checkbox"/> Employer's Liability	<u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation	
<input checked="" type="checkbox"/> General Liability (must be written on an Occurrence Form)	<u>\$1,000,000</u>
<input type="checkbox"/> Premises and Operations	
<input type="checkbox"/> Contractual Liability	
<input type="checkbox"/> Independent Contractors	
<input type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Broad Form Property Damage	
<input type="checkbox"/> Personal Injury	
<input type="checkbox"/> Broad Form Liability Endorsement	
<input checked="" type="checkbox"/> Automobile Liability (must be written on an Occurrence Form)	<u>\$1,000,000</u>
<input type="checkbox"/> Owned Automobiles	
<input type="checkbox"/> Nonowned/Hired Automobiles	
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	<u>\$1,000,000</u>
(to be in continuous force from date of contract award until one year after final acceptance of the project)	

Required Timeframes - The Consultant office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, so that the Consultant will be available to District staff and design professionals.

Inspections - District reserves the right to inspect the work being accomplished by the Consultant at any time.

Assignment of Consultant Personnel - The Consultant shall have District's written approval prior to making any change in a project team assigned to a project.

Protest Procedures - Any bidder, proposer, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. Bidders are to be advised that protests of the process, terms, conditions or any other aspect of the solicitation, must be made prior to the bid or proposal due date.

Bidders and proposers may not protest the contents of the specifications of the bid/RFP nor the award based on the use of the Local Vendor Preference. Protests must be in writing and transmitted by facsimile, email or by mail to the attention of the Purchasing Agent.

Protest of the recommendation for award for bids must be made immediately, and in no event later than five working days after the close of bids. In the case of an RFP, after the notice of recommendation for award. All protests must include the following information:

1. The name, address, telephone number and email address of the protestor;
2. The signature of the protestor or protestor's representative;
3. The solicitation or contract number;
4. A detailed statement of the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
5. The form of relief requested.

The Purchasing Agent or designee shall respond in writing within two (2) working days to the protestor. The decision rendered by the Purchasing Agent shall be in writing and shall be final.

SUBMIT WITH PROPOSAL

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

The Proposer is required to state the Proposer's financial ability and a general description of similar work performed.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: _____.

List and describe fully a minimum of three projects performed by your firm within the last five years, which demonstrate your ability to complete the work included within the scope of the specifications and where the Proposer has performed work to inspect a water tank coating project. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done: _____

General Liability Special Endorsement for the City of Simi Valley

1. ENDORSEMENT NO.	2. ISSUE DATE (MM/DD/YY)
--------------------	--------------------------

3. PRODUCER

TELEPHONE

4. INSURED

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER Occurrence

LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

6. Deductible Self-insured Retention (check which) of \$ _____

7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here in which case only the following specific agreements and permits with the City of Simi Valley are covered:
CITY AGREEMENTS/PERMITS

8. TYPE OF INSURANCE

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

COMPREHENSIVE FORM

10. OTHER PROVISIONS

9. COVERAGES	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> PREMISES/OPERATIONS		
<input type="checkbox"/> UNDERGROUND & COLLAPSE HAZARD		
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		
<input type="checkbox"/> CONTRACTUAL		
<input type="checkbox"/> INDEPENDENT CONTRACTORS		
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		

11. **CLAIMS: Underwriter's representative for claims**
pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 12. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 13. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 14. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

15. CITY DEPARTMENT/BUREAU

**CITY OF SIMI VALLEY
2929 TAPO CANYON RD
SIMI VALLEY, CA 93063**

16. AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required on copy)

Telephone: () _____ Date signed _____

Automobile Liability Special Endorsement for the City of Simi Valley

1. ENDORSEMENT NO.	2. ISSUE DATE (MM/DD/YY)
--------------------	--------------------------

3. PRODUCER

TELEPHONE _____

5. POLICY INFORMATION:

Carrier: _____
 Policy No.: _____
 Policy Period: _____

COVERAGE TRIGGER Occurrence
 LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

4. INSURED

6. Deductible Self-insured Retention (check which) of \$ _____
 with an Aggregate of \$ _____ applies to _____
 coverage. (which)

7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here in which case only the following specific agreements and permits with the City of Simi Valley are covered:
 CITY AGREEMENTS/PERMITS

8. COVERAGES

	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
ANY AUTO		
OWNED AUTOS		
SCHEDULED AUTOS		
HIRED AUTOS		
NON-OWNED AUTOS		

9. OTHER PROVISIONS

10. CLAIMS: Underwriter's representative for claims pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 11. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 12. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 13. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

15. CITY DEPARTMENT/BUREAU

**CITY OF SIMI VALLEY
 2929 TAPO CANYON RD
 SIMI VALLEY, CA 93063**

16. AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required on copy)

Telephone: () _____ Date signed _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

“I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

By _____

Date: _____

Title _____

By _____

Date: _____

Title _____

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
VENTURA COUNTY WATERWORKS DISTRICT NO. 8 AND
TO PERFORM SEISMIC EVALUATION OF THE
WATERWORKS STORAGE TANK SYSTEM, RFP NO. PW 19-13

THIS CONTRACT is made and entered into in the City of Simi Valley on this _____ day of _____ 2019, by and between the VENTURA COUNTY WATERWORKS DISTRICT NO. 8, a municipal corporation, hereinafter referred to as DISTRICT, and a (type of business entity), hereinafter referred to as CONSULTANT.

RECITALS

WHEREAS, on October 23, 2019, DISTRICT requested proposals to provide professional services to perform seismic evaluation of the waterworks storage tank system, RFP No. PW 19-13 and

WHEREAS, pursuant to such request, CONSULTANT submitted a proposal, which was accepted by DISTRICT for the services.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be from the date this CONTRACT is made and entered, as first written above, and shall be completed no later than 120 consecutive calendar days after the receipt of the Notice to Proceed and final acceptance of all work by DISTRICT.

3. **Description of Services.** The services to be performed by CONSULTANT are as follows:

Professional services to perform a capacity evaluation of the waterworks distribution system. CONSULTANT agrees to perform the services more specifically set forth in the "Scope of Work" attached hereto and incorporated herein as Exhibit "A". CONSULTANT will meet the DISTRICT at least monthly to discuss the anticipated tasks planned for the month and to receive direction from DISTRICT regarding same.

4. **Compensation and Payment.**

A. The total compensation payable to CONSULTANT by DISTRICT for services under this CONTRACT shall not exceed the sum of \$_____, (the "Not-To-Exceed Amount"), and shall be earned as the work progresses. Payment will be made based on the rates contained in the "Schedule of Fees" as set forth in Exhibit "B" attached hereto and incorporated herein. CONSULTANT acknowledges that CONSULTANT is not guaranteed to receive the Not-To-Exceed Amount or any particular amount of compensation or work under this CONTRACT.

B. After CONSULTANT has performed the services as specified in this CONTRACT, DISTRICT shall be obligated to pay CONSULTANT based upon the actual DISTRICT-authorized services received by DISTRICT at the rates established as a part of this CONTRACT. In no event shall the total amount paid exceed the CONTRACT Not-to-Exceed Amount unless otherwise agreed to by the parties in writing.

C. Payments to the CONSULTANT shall be made within 30 days after receipt of an original invoice from the CONSULTANT and acceptance of the services by DISTRICT.

D. CONSULTANT shall provide DISTRICT with written verification of the actual compensation earned, which written verification will be in a form satisfactory to DISTRICT. Invoices shall include the work performed including a list of hours worked by personnel.

5. **CONSULTANT's Representations and Obligations.**

A. CONSULTANT shall perform as required by this CONTRACT. CONSULTANT also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONSULTANT shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. CONSULTANT agrees to abide by CITY's Business Tax Ordinance, of which proof of payment must be obtained prior to performance of this CONTRACT.

D. CONSULTANT acknowledges DISTRICT may contract with other parties for the performance of services or supplemental services as they relate to the work during the term of this CONTRACT.

6. **Audit.**

A. At any time during normal business hours and as often as the DISTRICT may deem necessary, CONSULTANT shall make available to DISTRICT for inspection its records pertaining to this CONTRACT. CONSULTANT shall permit DISTRICT to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least (2) years after termination or final payment under this CONTRACT.

B. DISTRICT shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to DISTRICT as a condition precedent to any payment to CONSULTANT.

7. **Hold Harmless and Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), CONSULTANT shall defend, and provide legal defense with attorney(s) acceptable to DISTRICT, indemnify, and hold harmless the CITY, its agents, officials, officers, representatives, and employees, (collectively "Indemnitees") from and against all claims, lawsuits, liabilities or damages (including, without limitation, injury to or death of an employee of CONSULTANT or its sub-consultant), expense and liability of every kind, nature and description (including, without limitation incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of litigation) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, any sub-consultant, anyone directly or indirectly employed by them, or anyone that they control.

To the extent there is an obligation to indemnify under this Section of this CONTRACT, CONSULTANT shall be responsible for incidental and consequential damages resulting from CONSULTANT'S negligence, recklessness, or willful misconduct. The provisions of this Section survive completion of the services or the termination of this CONTRACT. The provisions of this Section are not limited by the provisions of this CONTRACT relating to insurance. The CONSULTANT shall thoroughly investigate any and all claims subject to the provisions of this Section, and indemnify the DISTRICT and do whatever is necessary to protect any and all Indemnitees.

8. **Amendments.** Any amendments, modifications, or variations from the provisions of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONSULTANT except that any changes to the CONTRACT amount and term of the CONTRACT shall be effective only upon mutual written approval by the Public Works Director or his designee, and CONSULTANT.

9. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONSULTANT shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

10. **Personal Services.** This Agreement is for professional engineering services, which are personal to DISTRICT. _____ is deemed to be specially experienced and is a key member of CONSULTANT'S firm, and shall be directly involved in performing, supervising, or assisting in the performance of this work. This key person shall communicate with, and periodically report to, DISTRICT on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, DISTRICT may terminate this CONTRACT.

11. **Termination.** If, during the term of this CONTRACT, DISTRICT determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, DISTRICT may notify CONSULTANT in writing of such defect or failure to perform. The notice must give to the CONSULTANT a ten (10) day period of time thereafter in which to perform the work or cure the deficiency. If CONSULTANT has not performed the

work or cured the deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and DISTRICT may terminate this CONTRACT immediately by written notice to CONSULTANT. In addition, DISTRICT, if it terminates this CONTRACT for cause, may withhold as an offset from payments due CONSULTANT damages occasioned by such breach, including liquidated damages, if so provided herein. The DISTRICT shall be liable to the CONSULTANT only for those fees accrued by the CONSULTANT to the date CONSULTANT receives the notice of termination. In such event, CONSULTANT shall be entitled to the reasonable value of its services. In no event, however, shall CONSULTANT be entitled to receive in excess of the Contract amount.

12. **Delivery of Reports in Cases of Termination.** If this CONTRACT is terminated pursuant to any of the provisions contained hereinabove, and if requested to do so in writing by the DISTRICT, the CONSULTANT shall, within fourteen (14) calendar days after receipt of such written request, deliver and turn over to the DISTRICT all of its preparation and work on the project which were done to the date of the receipt of the notice of termination. The terms "preparation" and "work" as used in this paragraph, shall refer to and include all data and materials of whatever type, that have been gathered by the CONSULTANT, and contemplated to be used or actually used, in the provision of the services as specified in this CONTRACT.

13. **Complete CONTRACT.** This CONTRACT and its accompanying exhibits shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended. CONSULTANT is not an agent or employee of the DISTRICT and it is not entitled to participate in any pension plan, insurance or other benefits DISTRICT provides for its employees. CONSULTANT is an independent contractor in performing the Services required under this CONTRACT and will have control of all work and the manner in which it is performed. Any provision of this CONTRACT that may appear to give DISTRICT the right to direct CONSULTANT as to the details of doing the work required herein, or to exercise a measure of control over the work means that the CONSULTANT will follow the direction of the DISTRICT as to the results of the work only.

15. **Time of Performance.** Time is of the essence in this CONTRACT.

16. **Insurance.** CONSULTANT shall, at CONSULTANT'S sole cost and expense, provide insurance as contained in Exhibit "C", incorporated herein. CONSULTANT shall not commence work on the Services to be performed, until it submits proof of all insurance coverage as required.

17. **Ownership of Reports and Data.** The originals of all studies, reports, exhibits, documents, data and other work or materials prepared for, or used to comply with any term of this CONTRACT, plus any copies of same required by this CONTRACT to be furnished to the DISTRICT by any of the other party(ies) with whom the CONSULTANT may have contract(s) pertaining to this project, shall be deemed to be public records open to inspection by the public and, as such, to be and remain the property of the DISTRICT.

18. **Conflict of Interest.** Neither CONSULTANT nor any employees, agents, or subcontractors of CONSULTANT who will be assigned to this project, to the best of CONSULTANT'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, DISTRICT may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

In accordance with California Government Code Section 87306, CONSULTANT shall provide, if requested by DISTRICT, a Conflict of Interest Statement, Form 700 no later than 30 days after execution of this CONTRACT, and annually thereafter prior to April 1st of each year for the duration of the CONTRACT. Failure to file any of the required statements will result in withholding payment for services rendered.

19. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

20. **Authority to Execute CONTRACT.** Both DISTRICT and CONSULTANT do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

21. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

22. **Non-Appropriation of Funds.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of DISTRICT. In the event DISTRICT has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. **Taxpayer Identification Number.** CONSULTANT shall provide DISTRICT with a complete Request for Taxpayer Identification Number and Certification, form W-9 (latest revision), as issued by the Internal Revenue Service.

24. **Permits and Licenses.** CONSULTANT, at its sole cost and expense, shall obtain and maintain during the term of this CONTRACT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of this CONTRACT.

25. **Waivers.** The waiver by one party of any term or condition of this CONTRACT, or any breach thereof, shall not be construed to be a general waiver by the party or as a waiver of any other term or breach.

26. **Statement of Experience.** CONSULTANT warrants that it will perform its Services with at least the due care, diligence and expertise generally accepted in its industry. CONSULTANT also understands and agrees that it is being employed to perform the Services provided for by this CONTRACT because of CONSULTANT'S professed expertise and experience in performing such Services. In addition, CONSULTANT understands and agrees that while DISTRICT or DISTRICT'S officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by CONSULTANT pursuant to this CONTRACT. As a consequence, CONSULTANT waives any right of contribution against DISTRICT or any of DISTRICT'S officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this CONTRACT.

27. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

DISTRICT	Ron Fuchiwaki, Director Department of Public Works 2929 Tapo Canyon Road Simi Valley, CA 93063 Staff Contact: Michael Kang Principal Engineer (805) 583-6809
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CONSULTANT _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Attest: **Ventura County Waterworks District No. 8,
A Municipal Corporation**

Lucy Blanco, District Secretary

By: _____
Keith L. Mashburn, Chair of the Ventura
County Waterworks District No. 8

Approved as to Form: **INSERT NAME OF COMPANY HERE**

Lonnie J. Eldridge, District Counsel

By: _____
Title: _____

Approved as to Content: Print Name: _____

Brian Paul Gabler, Interim District Manager

By: _____
Title: _____

Daniel L. Willhite
Deputy Administrative Services Director
(Support Services)

Print Name: _____

Ronald K. Fuchiwaki
Public Works Director

EXHIBIT "A"

SCOPE OF WORK

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
VENTURA COUNTY WATERWORKS DISTRICT NO. 8 AND
TO PERFORM SEISMIC EVALUATION OF THE
WATERWORKS STORAGE TANK SYSTEM, RFP NO. PW 19-13

The District is requesting proposals from consultants to conduct a comprehensive seismic and structural evaluation of the District's water storage tanks and recommend modifications, repairs, and retrofits to correct deficiencies. The study should review and analyze available drawings, previous studies and inspection reports prior to performing site inspections. The site inspections shall be conducted by structural and geotechnical engineers and include visual inspection and videoing of the exterior and the interior (above the waterline) of the tanks.

EXHIBIT "B"

SCHEDULE OF FEES

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
VENTURA COUNTY WATERWORKS DISTRICT NO. 8 AND
TO PERFORM SEISMIC EVALUATION OF THE
WATERWORKS STORAGE TANK SYSTEM, RFP NO. PW 19-13

EXHIBIT "C"

INSURANCE REQUIREMENTS

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
 VENTURA COUNTY WATERWORKS DISTRICT NO. 8 AND
 TO PERFORM SEISMIC EVALUATION OF THE
 WATERWORKS STORAGE TANK SYSTEM, RFP NO. PW 19-13

Insurance - The Consultant shall meet the following provisions (Sections 1 through 7) relating to insurance coverage.

1. General Conditions - Without limiting the Consultant's indemnification of District or City, Consultant shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverage) covering its operations, subject to the following conditions:
 - a) The District, City, its Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for Workers' Compensation and Professional Errors and Omissions. The District and City shall be named Loss Payee as its interest may appear in all property insurance.
 - b) Such insurance shall be primary with respect to any insurance maintained by District or City and shall not call on District's or City's insurance for contributions.
 - c) With respect to the interests of the District and City, the Consultant's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail (return receipt requested) to the City of Simi Valley, Department of Public Works, 2929 Tapo Canyon Road, Simi Valley, California 93063, and shall contain an unequivocal clause so stating.
 - d) A District approved endorsement or certified copy of insurance policy providing coverage shall be submitted to and approved by the City's Risk Manager prior to commencement of any work or tenancy.

2. Workers' Compensation - The Consultant shall procure and maintain, during the life of the Contract, workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Consultant shall require all subconsultants to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Consultant.

By submitting a proposal pursuant to these specifications, Proposer hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code, which require every employer to be insured against liability for Workers' Compensation.

3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancy of the Consultant outside these specifications, Consultant shall give District prompt, written notice of any incident, occurrence, claim, settlement, or judgment against that insurance which may diminish the protection that such insurance affords the District and City. Consultant shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.
4. Modification of Coverage - The District reserves the right at any time during the term of any contract executed with the Consultant pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change should result in a premium increase in excess of ten percent (10%) to Consultant, District agrees to negotiate additional compensation proportional to the increased benefit to the District and City.
5. Failure to Procure or Maintain Insurance – Consultant's failure to procure or maintain required insurance program shall constitute a material breach of Contract under which the District may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the District's and City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Consultant, or deduct all monies so paid from payments due Consultant.
6. Underlying Insurance - Consultant shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the Consultant's, the District's, and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes. Consultant is encouraged to seek professional advice in this regard.
7. Evidence of Coverages - Evidence of coverages (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

<u>Description</u>	<u>Limits</u>
<input checked="" type="checkbox"/> Workers' Compensation <input type="checkbox"/> (X) Employer's Liability <input type="checkbox"/> (X) Waiver of Subrogation	Statutory <u>\$1,000,000</u>
<input checked="" type="checkbox"/> General Liability (must be written on an Occurrence Form) <input type="checkbox"/> (X) Premises and Operations <input type="checkbox"/> (X) Contractual Liability <input type="checkbox"/> (X) Independent Contractors <input type="checkbox"/> (X) Products/Completed Operations <input type="checkbox"/> (X) Broad Form Property Damage <input type="checkbox"/> (X) Personal Injury <input type="checkbox"/> (X) Broad Form Liability Endorsement	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Automobile Liability (must be written on an Occurrence Form) <input type="checkbox"/> (X) Owned Automobiles <input type="checkbox"/> (X) Nonowned/Hired Automobiles	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions) (to be in continuous force from date of contract award until one year after final acceptance of the project)	<u>\$1,000,000</u>