



Dear Prospective Vendor:

If you intend to submit a bid or proposal, please contact Michael Kang at (805) 583-6473 and provide your name, address, and telephone number.

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies.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.

June 23, 2011

SUBJECT: REQUEST FOR PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR ELECTRICAL MOTOR CONTROL CENTER REPLACEMENT

The City of Simi Valley (City) invites your firm to submit a proposal for professional engineering services.

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

Should you have any questions, or require additional information, please contact me at (805) 583-6473.

Sincerely,

Michael H. Kang
Principal Engineer/Sanitation

Attachments

cc: Assistant Director of Public Works
Senior Management Analyst/J. Johnson

REQUEST FOR PROPOSALS

The City of Simi Valley, Department of Public Works, Sanitation Division is requesting proposals for professional engineering services for an electrical motor control center replacement project.

A mandatory pre-proposal conference will be held at 10:00 a.m. on July 21, 2011 at the Public Services Center, 500 West Los Angeles Avenue.

Additional information may be obtained by contacting:

Michael H. Kang
Principal Engineer/Sanitation
Department of Public Works
City of Simi Valley
500 West Los Angeles Avenue
Simi Valley, CA 93065
(805) 583-6473
mkang@simivalley.org

Five copies of the Technical Qualification Proposal and one copy of the Cost Proposal in a sealed separate envelope must be submitted. All proposals must be sealed and submitted at or before 4:00 p.m., August 18, 2011 to the following:

Michael H. Kang
Principal Engineer/Sanitation
Department of Public Works
City of Simi Valley

Deliver to: 500 West Los Angeles Avenue
Simi Valley, CA 93065

Mail to: 2929 Tapo Canyon Road
Simi Valley, CA 93063

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

**PROFESSIONAL ENGINEERING SERVICES FOR ELECTRICAL
MOTOR CONTROL CENTER REPLACEMENT
4:00 p.m. on August 18, 2011**

CITY OF SIMI VALLEY
PROFESSIONAL ENGINEERING SERVICES FOR ELECTRICAL MOTOR
CONTROL CENTER REPLACEMENT

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**REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES
FOR ELECTRICAL MOTOR CONTROL CENTER REPLACEMENT**

INTRODUCTION

The City of Simi Valley (City) owns and operates wastewater collection and treatment facilities that serve over 120,000 residents. The Simi Valley Water Quality Control Plant (WQCP) is located near the western City Limit at 600 West Los Angeles Avenue. The WQCP has a design capacity of 12.5 mgd and is currently operating at 9.5 mgd.

An Arc Flash Study was completed in October 2010, revealing safety concerns with nine electrical motor control centers and two switchgears. A short circuit study further determined that the nine electrical motor control centers are underrated for the available fault current. An overload study identified that the main breakers for the two switchgears should be replaced with GE Type ECS trip units. Currently an entire bank of equipment must be shut down in order to work on one piece of equipment, an inefficient and cumbersome process. The main breakers are highly critical, as failure of one could cause extensive shutdowns, and the WQCP is a 24/7 operation. The following are descriptions of each unit to be replaced:

Equipment	Location	Date Installed
MCC A	Administration Building	1977
MCC B1	MCC Building	1977
MCC B2	MCC Building	1977
MCC C1	MCC Building	1977
MCC C2	MCC Building	1977
MCC D	MCC Building	1973
MCC E	MCC Building	1978
MCC F	MCC Building	1978
MCC G	Filter Building	1978
SWBD MA	MCC Building	1977
SWBD MB	MCC Building	1977

MCC A is a GE 7700 Line MCC that was determined to be beyond its useful life. MCC's B1, B2, C1, C2, D, E, F, and G are GE IC 7700 Line MCC's were also determined to be beyond their useful life and are under rated in regards to the available fault current. MCC's B1, B2, C1, C2, and D have bus bracing that is rated for 25kA, which is not adequate for the given fault current. MCC's E, F, and G have bus bracing that is rated for 42kA, which is adequate for the given fault current, however, have circuit breakers with lower than required interrupting ratings. SWBD's MA and MB were determined to require replacement of the GE Type ECS trip units (LI) with modern full function retrofit trip-units to eliminate the breakers overlap which is typical with molded-case and insulated-case circuit breakers.

The City plans to replace or significantly retrofit the listed electrical units over a four-year period. The Capital Improvement Plan includes a project budget of \$6,636,000. The City seeks a consultant with experience in replacing outdated electrical motor control centers to:

- Prepare a preliminary design report to replace the nine electrical motor control centers and two switchgears. The recommended project in the report will address and correct the safety concerns identified in the Arc Flash Study, provide a reliable electrical system, and facilitate ongoing, continuous WQCP operation during construction. A phased approach is envisioned, replacing the electrical equipment over a four-year period. However, more efficient or economical alternatives may be considered.
- Prepare construction drawings and specifications for each of the four project phases. These construction documents will be sufficiently detailed to enable a contractor to perform the construction work efficiently while maintaining WQCP operation. Coordination with City operations, as well as temporary bypassing or other temporary work-arounds will be developed in consultation with City staff.

SCOPE OF WORK

The City is seeking a firm to provide professional engineering services including:

1. Surveying each of the motor control center buildings as well as additional areas as may be necessary to expand the existing facilities.
2. Reviewing as-built drawings, existing equipment submittal information, the Water Quality Control Plant Electrical Distribution System Study prepared by SRP Engineering, which contains the Arc Flash Hazard Analysis.
3. Preparing a preliminary design report recommending a plan to replace or significantly retrofit the electrical system. The analysis will determine whether existing buildings are sufficient or whether expansion is recommended. The analysis will also consider how the replacement/retrofit work will be conducted to facilitate continuous WQCP operation. The report will also recommend any collateral or support facility replacements/retrofits such as wire, conduit, boxes, switches, etc. to support the motor control center and switch gear replacement/retrofit.
4. Preparing plans, specifications, opinion of probable construction costs, technical memorandums, and other design related documents for each of the four phases of the motor control center replacement project. The project plans will describe the work and associated electrical power switch over and temporary bypassing requirements.
5. Submitting a Draft Preliminary Design Report, a Final Preliminary Design Report, and 50%, 90% and 100% plans for bidding each of the four project phases and as-built drawings.
6. Performing site visits to gain knowledge and understanding of project. A mandatory walk-through meeting with City staff prior to the 50% design point of the project and the 90% submittal is required.
7. Providing an opinion of probable construction cost with the Draft and Final Preliminary Design Reports and the 50% and 90% submittals, using a 25% contingency at 50% submittal and a 10% contingency at 90% submittal.

8. Providing bid services to include the following: response to Request For Information (RFI) and Request For Clarification (RFC), preparation of addendums, as required.
9. Providing a minimum of 150 hours per project phase for construction support services; as necessary for meetings, design clarifications, inspection of installation, and review of change orders.
10. Communicating with the Project Engineer through weekly status updates, monthly meetings and detailed summary invoices.

The City does not anticipate any environmental compliance issues with the project described in this RFP.

SCHEDULE

The Proposer shall submit a schedule outlining when the preliminary design report and each phase of the construction project may be completed. Proposer should allow 2-week review time after each submittal. Sufficient detail shall be necessary for City to evaluate feasibility.

PROPOSAL CONTENT

The Proposer must prepare a Technical Qualification Proposal and a Cost Proposal for the work to be performed. Five copies of the Technical Qualification Proposal and one copy of the Cost Proposal must be submitted with the Cost Proposal in a separate sealed envelope. 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 engineering services for design, and construction of electrical equipment replacement projects. A minimum of two equivalent projects within the last five years shall be described. References from the previous clients must be included. 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 City 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. Since the staffing requirements may vary from project to project over the duration of the contract, describe the firm's approach, capability, and flexibility to adjust to varying staffing requirements as the City's needs and policies vary from one project to the next.
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. Include a percentage breakdown to explain how much of the project will be performed by each person assigned to the project.

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 how the consulting firm will implement its approach to this project. The plan should explain scheduling, time loss prevention, and resource allocation for project completion. Please provide a schedule outlining the anticipated submittals and review periods for the design of the proposed projects.
 6. Identification of subconsultants. Information shall include the name and address of the subconsultant, resumès 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 City. The Consultant will require the prior approval of the City before adding a subconsultant or the City may suggest firms or individuals that may be added as subconsultants.

B. Cost Proposal:

1. Maximum fee (i.e., not to exceed amount) to be charged for the proposed professional services, broken down by the task. The City will fully enforce the terms and conditions of the attached contract, which shall be based on a “not to exceed amount” 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.

The Technical Qualification Proposal and Cost Proposal must be transmitted 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 letter accompanying the Technical Qualification Proposal must 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 will not be accepted.

PROPOSAL EVALUATION AND SELECTION

Five copies of the Technical Qualification Proposal and the Cost Proposal must be submitted at or before 4:00 p.m., on Thursday, August 18, 2011. Late Proposals will not be accepted.

City's staff will evaluate the Technical Qualification Proposals based on the following criteria:

- Understanding of Request for Proposals (weighted 10%).
- Management Plan (weighted 15%).
- Related experience on Sanitation Capital Improvement projects and public works projects (weighted 40%).
- Approach to performing this type of service (weighted 35%).

The City will not open the Cost Proposal until the Technical Qualification Proposals have been ranked. City staff will evaluate the proposals to select one consulting firm to design the above-described Sanitation Capital Improvement Projects. The City may also decide to interview the top three rated firms to determine the best qualified. The firm rated as most qualified for the requested services will be invited to negotiate a final contract. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm.

The award of the contract will be based on a combination of all of the above factors. The City reserves the right to reject any and all proposals.

CITY OF SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS

PROPOSAL TERMS AND CONDITIONS

Requirement to Meet All Request for Proposals Provisions - Each proposer shall meet all of the workscope/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 workscope/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 City of Simi Valley in its sole discretion.

Communications Regarding Proposal - All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City.

Proposal Submission - Each proposal must be submitted as described in the Request for Proposals. Five copies of the Technical Qualifications and one sealed envelope containing a copy of the Cost Proposal shall be submitted. The proposal package shall be enclosed in a sealed envelope/box and addressed to Michael Kang, Principal Engineer/Sanitation, 2929 Tapo Canyon Road, Simi Valley, California 93063 (mailing address) or 500 West Los Angeles Avenue, Simi Valley, CA 93065 (delivery address). 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 City 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 Principal Engineer 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 City reserves the right to retain all proposals for a period of 90 days for examination and comparison. The City 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 City 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 City 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 of verbal communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. 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 City, 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. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley 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.

Non-Exclusive Contract - The City 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.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Proposers 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 Proposal Terms and Conditions.

The Consultant 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.

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

1. General Conditions - Without limiting the Consultants indemnification of City, Consultant shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverages) covering its operations, subject to the following conditions:

- a) The 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 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 City and shall not call on City's insurance for contributions.
 - c) With respect to the interests of the 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 City 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 City prompt, written notice of any incident, occurrence, claim, settlement, or judgement against that insurance which may diminish the protection that such insurance affords the 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 City 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, City agrees to negotiate additional compensation proportional to the increased benefit to the 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 City may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Consultant 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 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>
<u>X</u> Workers' Compensation (X) Employer's Liability (X) Waiver of Subrogation	Statutory <u>\$500,000</u>
<u>X</u> General Liability (must be written on an Occurrence Form) (X) Premises and Operations (X) Contractual Liability (X) Independent Contractors (X) Products/Completed Operations (X) Broad Form Property Damage (X) Personal Injury (X) Broad Form Liability Endorsement (X) Explosion Hazard (X) Collapse/Underground Hazard	<u>\$2,000,000</u>
<u>X</u> Automobile Liability (must be written on an Occurrence Form) (X) Owned Automobiles (X) Nonowned/Hired Automobiles () Garagekeeper's Legal Liability	<u>\$2,000,000</u>
<u>X</u> 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>\$2,000,000</u>

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 City staff and design professionals.

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

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

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND
_____ FOR PROFESSIONAL ENGINEERING
SERVICES FOR ELECTRICAL MOTOR CONTROL CENTER
REPLACEMENT

THIS CONTRACT is made and entered into in the City of Simi Valley on this
_____ day of _____ 2011, by and between the CITY OF SIMI VALLEY, a
municipal corporation, hereinafter referred to as CITY, and _____, a (type of
business entity), hereinafter referred to as CONSULTANT.

R E C I T A L S :

WHEREAS, on _____, 2011, CITY requested proposals for Professional
Engineering Services for Electrical Motor Control Center Replacement; and

WHEREAS, pursuant to said request, CONSULTANT submitted a proposal,
which was accepted by CITY for said services.

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

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 _____ through
September 2016.

3. **Incorporation By Reference.** The Request for Proposals and the
CONSULTANT'S Proposal are hereby incorporated in and made a part of this CONTRACT.

4. **Precedence of CONTRACT Documents.** If there is a conflict between
CONTRACT documents, the document highest in precedence shall control. The precedence shall
be:

First: This Document consisting of 6 pages excluding paragraph 3

Second: The Request for Proposals

Third: The CONSULTANT'S Proposal

Change orders, supplemental agreements, and approved revisions to the Scope of Work become a
part of item First.

5. **Obligations of the CITY.**

A. After CONSULTANT has performed the services as specified in this CONTRACT, CITY shall be obligated to pay CONSULTANT based upon the actual CITY-authorized services received by CITY at the rates established as a part of this CONTRACT. In no event shall the total amount paid exceed the CONTRACT proposal price of \$_____ unless otherwise agreed to by the parties in writing.

B. 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 CITY.

6. **Obligations of the CONSULTANT.**

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.

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

8. **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 CITY, 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 CITY and do whatever is necessary to protect any and all Indemnitees.

9. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONSULTANT.

10. **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.

11. **Personal Services.** This Agreement is for professional services, which are personal to CITY. 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, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this CONTRACT.

12. **Termination.** If, during the term of this CONTRACT, CITY determines that CONSULTANT is not faithfully abiding by any term or condition contained herein, CITY 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 said work or cure the deficiency. If CONSULTANT has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CITY may terminate this CONTRACT immediately by written notice to CONSULTANT to said effect. In addition, CITY, 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 CITY shall be liable to the CONSULTANT only for those fees accrued by the CONSULTANT to the date CONSULTANT receives said notice of termination. In said 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 compensation quoted in its Proposal.

13. **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 CITY, the CONSULTANT shall, within fourteen (14) calendar days after receipt of such written request, deliver and turn over to the CITY 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.

14. **Complete CONTRACT.** This CONTRACT 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.

15. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended; CONSULTANT is an independent contractor.

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

17. **Insurance.** CONSULTANT shall, prior to commencing performance hereunder, submit proof of all insurance coverage as required by the Request For Proposal or other document incorporated in and made a part of this CONTRACT.

18. **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 CITY 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 CITY.

19. **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, CITY 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 CITY, 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.

20. **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.

21. **Authority to Execute CONTRACT.** Both CITY 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.

22. **Jurisdiction and Venue.** Jurisdiction is in the State of California and venue lies in Ventura County.

23. **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 CITY. In the event CITY 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.

24. **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:

CITY	Department of Public Works City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063 Attn: Director of Public Works
------	---

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

Attest:

City of Simi Valley, A Municipal Corporation

Wendy K. Green
Assistant City Clerk

By: _____
Robert O. Huber, Mayor of the City of
Simi Valley, California

Approved as to Form:

(Name of Consulting Firm)

Tracy M. Noonan, City Attorney

By: _____

Approved as to Content:

Title: _____

Mike Sedell, City Manager

By: _____

Connie Henes-Baird
Deputy Director/Support Services

Title: _____

Ronald K. Fuchiwaki, Director
Department of Public Works

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 the last three contracts performed by your firm, which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City 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

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER Occurrence

LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

TELEPHONE

4. INSURED

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

PREMISES/OPERATIONS

UNDERGROUND & COLLAPSE HAZARD

PRODUCTS/COMPLETED OPERATIONS

CONTRACTUAL

INDEPENDENT CONTRACTORS

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

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER Occurrence

LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

TELEPHONE

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

AGGREGAT
E

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 _____

APPENDIX A

Project Location Maps

