



Dear Prospective Vendor:

If you intend to submit a bid or proposal, please contact Grover Townsend at (805) 583-6468 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 Without this information, the City has no way of identifying who may have outdated or incomplete copies.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.

REQUEST FOR PROPOSALS

The Ventura County Waterworks District No. 8 (DISTRICT) is requesting proposals for various engineering services, including, but not limited to, consulting, design, preparing reports, investigations and recommendations, and installation services for the maintenance of the Supervisory Control and Data Acquisitions (SCADA) System.

Additional information may be obtained by contacting:

Grover Townsend, Deputy Director/Waterworks Services
City of Simi Valley
Department of Public Works
City of Simi Valley
500 W. Los Angeles Avenue
Simi Valley, CA 93065
(805) 583-6468

The Technical Qualifications and Cost Proposal must be submitted in separate envelopes. All proposals must be sealed and submitted at or before October 15, 2010 to the following:

Grover Townsend, Deputy Director/Waterworks Services
City of Simi Valley
Department of Public Works

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 envelope (and express shipment envelope, if applicable):

PROFESSIONAL SERVICES FOR MAINTENANCE
OF THE SCADA SYSTEM
OCTOBER 15, 2010
3:30 P.M.

VENTURA COUNTY WATERWORKS DISTRICT NO. 8
PROFESSIONAL SERVICES FOR MAINTENANCE
OF THE SCADA SYSTEM

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**VENTURA COUNTY WATERWORKS DISTRICT NO. 8
PROFESSIONAL SERVICES FOR MAINTENANCE
OF THE SCADA SYSTEM**

INTRODUCTION

The Ventura County Waterworks District No. 8 (DISTRICT) invites your firm to submit a proposal for various engineering and installation services for the maintenance of the Supervisory Control And Data Acquisition (SCADA) System.

SCOPE OF WORK

The selected firm shall provide various engineering services, including, but not limited to, system integration, consulting, design, preparing reports, making investigations and recommendations, providing after hour on site service and installation for the maintenance and necessary upgrades of the SCADA System. The work, in general, shall include but not be limited to the following:

- Under general supervision, perform rehabilitation, modifications, and any necessary upgrades to the District's SCADA System. The existing SCADA System consists of, Allen Bradley Compact and Control Logic PLC's equipment, Allen Bradley VFD's, and Power Monitoring equipment. The control software used by the District is the Intellution IFIX and Allen Bradley RSLogix. The communications media is via high-speed ProSoft, Strix and 450 UHF radios.
- Maintain records and prepare reports on modifications and necessary upgrades.
- Rehabilitation, modifications, panel build, material and upgrades of RTU's and PLC's. Will include replacing power supplies, radios, CPU's, I/O systems, and adding security systems and alarms.

In addition, the selected firm shall have expert knowledge and experience with programming Allen Bradley Compact and Control Logic PLC's equipment. Have expert knowledge and experience with IFIX SCADA and historical software by GE. Have experience and knowledge of 450, 2.4 and 5.2 Mhz data radio's. Provide new programming, and design for new screens after RTU's and PLC's are rehabilitated, modified, or upgraded.

PROPOSAL CONTENT

The Consultant shall prepare a detailed explanation of the work, along with a cost proposal for the work to be performed. The explanation of work shall at a minimum, explain the intended approach and show that the scope of work is understood as well as highlight the Consultant's experience with similar projects. The Consultant's proposal package shall contain the following:

A. Technical Qualification Proposal:

1. A detailed explanation of the work and intended approach that shows the scope of work is understood. A description of the firm's capabilities and experience on similar projects, specifically those utilizing software and equipment as the District uses.
2. Identification of staff's capabilities and the project manager assigned to the work; the proposed responsibilities of each person, and brief résumés that highlight special qualifications relevant to the required tasks.
3. A description of firm's key personnel's present activities and their availability to accomplish the required services.
4. Identification of any sub-consultants to be used. Information shall include the name and address of the sub-consultant, résumés of the key staff proposed for the project and the tasks to be carried out.
5. List of client references with similar systems for which services similar to the District requirements are provided. To be completed on the form provided in the Request for Proposals.

B. Cost Proposal:

1. Firm's Rate Schedule for the duration of the contract. Any labor cost for travel to and from District shall be included in the hourly rate. Overtime Rate listed separately.

NO allowance will be made for travel time or mileage. Billing rate is based on straight time and/or regular rates. Overtime pay must be authorized separately.
2. Listing of any other costs charged by firm in providing services.
3. Parts percent mark up

The Technical Qualification Proposal and Cost Proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the Consultant contractually, and shall contain a statement that the proposals are firm offers for a 90-day period. The 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 Consultant. An unsigned proposal, or one signed by an individual unauthorized to bind the consultant may be rejected.

PROPOSAL EVALUATION AND SELECTION:

Three copies of the technical qualifications and cost proposals must be sealed and received by the District NO LATER THAN 3:30 P.M., October 15, 2010. Late proposals will not be accepted. The Cost Proposal must be submitted separately from the Technical Qualification Proposal, in a sealed envelope.

The proposal shall be evaluated and ranked on the following criteria:

- Understanding the work scope;
- Demonstrated professional skill and credentials of the staff to be assigned;
- Related experience and references;
- Approach to performing this type of service.

The Cost Proposal will not be opened and used in the ranking process until the Technical Proposals have been ranked. The firm rated as the most qualified to provide the requested services will be invited to negotiate a final agreement. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified firm. The award of contract will be based on a combination of all of the above factors.

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 District in its sole discretion.

Communications Regarding Proposal - All timely requests 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 on the form(s) provided in the proposal package. The proposal shall be enclosed in a sealed envelope and addressed to the Deputy Director/Waterworks Services, City of Simi Valley, 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 Deputy Director/Waterworks Services 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 of verbal communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the District 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 District, the proposer fails to enter into the Contract within the specified time period, the pending award will be annulled. Any security will be forfeited in accordance with these Proposal Terms and Conditions if a bond or security is required. An award may be made to the next most qualified proposer 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 District 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.

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

Ownership of Reports and Data - The originals of all studies, reports, exhibits, documents, data and/or other work/material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the agreement to be furnished to the District, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the Property of the District.

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified proposal must be received by the time and date specified.

Property Rights - Proposals received within the prescribed deadline become the property of the District and all rights to the contents therein become those of the District.

Confidentiality - Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as noneffective and will be disregarded.

Amendments to Request for Proposal - The District reserves the right to amend the Request for Proposal by addendum prior to the final proposal submittal date.

Non-Exclusive Contract - The District reserves the right to contract with other Engineering Professional Service firms during the contract term.

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

1. General Conditions - Without limiting the Consultant's indemnification of the District, 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, and the County of Ventura, their Boards, Officers, Agents, and Employees shall be included as additional insureds in all liability insurance policies except for Workers' Compensation and Professional Errors and Omissions. The District 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 and shall not call on District's insurance for contributions.
 - c) With respect to the interests of the District, the Consultant's insurance shall not be cancelled 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 Risk Manager, 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 copy of insurance policies 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 subconsultant(s) 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, Consultant 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. 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 to change the amounts and types of insurance required hereunder by giving the Consultant ninety (90) days written notice. If such change should result in a premium increase in excess of ten (10%) percent to the Consultant, the District agrees to negotiate additional compensation proportional to the increased benefit to the District.
5. Failure to Procure or Maintain Insurance - The Consultant's failure to procure or maintain the required insurance shall constitute a material breach of contract under which the District may immediately terminate the Agreement or, at its discretion,

procure or renew such insurance to protect the District's interests and pay any and all premiums in connection therewith, and recover all monies so paid from the Consultant, or deduct all monies so paid from payment(s) due to the Consultant.

6. Underlying Insurance - The Consultant shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, agents, and subconsultant(s), if any, to protect the Consultant's and the District's interests, and for ensuring that such persons comply with any applicable insurance statutes. The 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 () Waiver of Subrogation	Statutory <u>\$250,000</u>
<u>X</u> General Liability (must be written on an Occurrence form) (X) Premises and Operations (X) Contractual Liability (X) Independent Consultants (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 award until one year after final acceptance of the project)	<u>\$500,000</u>

Public Domain - All products used or developed in the execution of any contract resulting from this Request for Proposal will remain in the public domain at the completion of the contract.

Processing Requirements - All reports will be submitted directly to and picked up from the District, at the Public Services Center, 500 West Los Angeles Avenue. All reports will be transmitted directly between the Consultant and the District. The Consultant is required to develop and furnish legible written reports. If the Consultant fails to submit the required reports as set forth in this section, the District shall have the right to withhold payment, and/or terminate the agreement. Once the reports have been completed and/or reviewed, the consultant will be required to return them to the District for further processing.

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.

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 approval prior to making any change(s) in a project team assigned to a project.

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. Specifically Allen Bradley PLC's, Allen Bradley VFD's, and Power Monitoring equipment. Intellution IFIX SCADA and Historian software. The communications media is via high-speed ProSoft, Strix and 450 UHF radios.

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: _____

CONTRACT BETWEEN THE VENTURA COUNTY
WATERWORKS DISTRICT NO. 8 AND _____ FOR
PROFESSIONAL SERVICES FOR MAINTENANCE OF THE
SCADA SYSTEM

THIS CONTRACT is made and entered into in the City of Simi Valley on this
day of _____, 2010, 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.

R E C I T A L S :

WHEREAS, on _____, 2010, DISTRICT requested proposals for
Professional Services for maintenance of the SCADA system; and

WHEREAS, pursuant to said request, CONSULTANT submitted a proposal,
which was accepted by DISTRICT for said services required for maintenance of the SCADA
system.

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 the date this
CONTRACT is made and entered as first written above, through June 30, 2012. This
CONTRACT may be extended by the DISTRICT MANAGER for two additional two-year
terms upon mutual written consent of the DISTRICT MANAGER and CONSULTANT.

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 six 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 DISTRICT.**

A. 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 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 DISTRICT.

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.** 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.

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 DISTRICT, indemnify, and hold harmless the DISTRICT, 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.

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. **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 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 DISTRICT may terminate this CONTRACT immediately by written notice to CONSULTANT to said effect. 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 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 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.

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 DISTRICT by any of the other party(ies) with whom the DISTRICT 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.

19. **Conflict of Interest.** Neither CONTRACTOR 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.

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 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.

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 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 cost 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:

DISTRICT

Ronald K. Fuchiwaki, Director
Department of Public Works
2929 Tapo Canyon Road
Simi Valley, CA 93063
Staff Contact: Grover Townsend
Deputy Director/Waterworks Services
805-583-6468

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**

Wendy K. Green
Assistant City Clerk/District Secretary

By: _____
Paul Miller, Chair of the Ventura
County Waterworks District No. 8

Approved as to Form:

(Name of Consulting Firm)

Tracy M. Noonan, District Counsel

By: _____

Approved as to Content:

Title: _____

Mike Sedell, District Manager

By: _____

Connie Henes-Baird
Deputy Director/Support Services

Title: _____

Ronald K. Fuchiwaki, Director
Department of Public Works

General Liability Special Endorsement for The City of Simi Valley

1. ENDORSEMENT NO.

2. ISSUE DATE
(MM/DD/YY)

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 \$ _____

4. INSURED

8. TYPE OF INSURANCE

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

COMPREHENSIVE FORM

10. OTHER PROVISIONS

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

PREMISES/OPERATIONS

UNDERGROUND AND COLLAPSE HAZARD

PRODUCTS/COMPLETED OPERATIONS

CONTRACTURAL

INDEPENDENT CONTRACTORS

11. CLAIMS: Underwriter's representative for claims
pursuant to this insurance.

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, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits 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)

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 \$ _____

with an Aggregate of \$ _____ applies to _____
coverage. (which)

4. INSURED

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

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

9. OTHER PROVISIONS

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, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits 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 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

14. CITY DEPARTMENT/BUREAU

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

15. 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 _____