

BELLA VISTA WATER DISTRICT

11368 E. STILLWATER WAY • REDDING, CALIFORNIA 96003-9510 TELEPHONE (530) 241-1085 • FAX (530) 241-8354



REQUEST FOR PROPOSALS

Publish Date: November 28, 2016

REQUEST FOR PROPOSAL FOR: INSPECTION SERVICES FOR APPROXIMATELY 4,600 LINEAL FEET OF 54-INCH BAR-WRAPPED, STEEL CYLINDER CONCRETE PRESSURE PIPE (AWWA C303) WATER TRANSMISSION MAIN

Proposal Due Date and Time: December 14, 2016 – 2:00 P.M. Pacific Standard Time

Notice is hereby given that sealed proposals will be received by the District at its Main Office, 11368 East Stillwater Way, Redding, CA 96003 until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud.

Please read the entire Request for Proposal (RFP) package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal.

The Bella Vista Water District (District) water service area covers approximately 53 square miles and serves more than 6,000 customers. The water system includes ten (10) pump stations conveying water to ten (10) different pressure zones with more than 220 miles of distribution piping. The District's water transmission main network consists of Bar-Wrapped, Steel-Cylinder Concrete Pressure pipe (AWWA C303 pipe), ductile iron pipe (DIP), AWWA C905 PVC pipe, and welded steel pipe. Transmission main sizes range from 14-inches in diameter to 54-inches.

This request for proposals is for the inspection of approximately 4,600 feet of 54-inch Bar-Wrapped, Steel-Cylinder Concrete Pressure pipe. For more information regarding the District's water system, please refer to our web site at: www.bvwd.org

Questions concerning this RFP should be directed to the following contacts:

Technical Questions:

Don M. Groundwater, P.E.

District Engineer

Phone: (530) 241-1085 x114

Fax: (530) 241-8354 dgroundwater@bvwd.org

General Questions:

Bud Wanbaugh

Distribution Superintendent Phone: (530) 241-1085 x119

Fax: (530) 241-8354 bwanbaugh@bvwd.org

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<u>INSTRUCTIONS</u>

- 1. **GENERAL:** Please read the entire Request for Proposal package and review all attachments before submitting a Proposal. Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Proposal Due Date and Time stated in the Request for Proposals announcement.
- 2. <u>INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSAL.</u>
 Respondents shall provide their Proposals in accordance with the following form and content requirements:
 - a. Submit one (1) signed original hardcopy of all Proposal documents along with two (2) copies.
 - b. Submit **one** (1) **CD**, **DVD or flash drive** providing all Proposal documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Proposal).
 - c. All Proposals must be signed, sealed and addressed and be identified with a shipping address, and title in the following manner:

BELLA VISTA WATER DISTRICT 11368 E. STILLWATER WAY REDDING, CALIFORNIA 96003-9510

Proposal for: Water Transmission Main Inspection Services

- d. Proposals must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the District as set forth in the Proposal.
- e. Proposals should be specific to the Request for Proposals and present details on all requested information in a concise manner.

3. **PROPOSAL FORMAT**:

The following criteria will be used for the evaluation and selection. Each proposal will be competitively evaluated for its strengths and weaknesses based upon the criteria set forth below.

Table of Contents. Identify contents by tab and page number

- **Tab 1 Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information:
 - 1. The Respondent's understanding of the work to be performed.
 - 2. A positive commitment to perform the service within the time period specified.
 - 3. The names of key persons, representatives, project managers who will be the main contacts for the District regarding this Solicitation.
- Tab 2 Qualifications and Experience. (Abilities, Experience and Expertise) The following information should be included:

Qualifications and Experience of Respondent and proposed Project Team (10 pts.)

- Description of relevant experience with projects similar in nature size and scope;
- Composition, organization, and capabilities of proposed Project Team, including an organizational chart;
- List of sub-consultants and sub-contractors. If sub-contractors are performing inspection or condition-assessment work, provide relevant project experience and references;
- Conformity to the District's terms and conditions;
- <u>Licenses</u>: Include relevant company and individual licenses and registrations applicable to the proposed work;
- <u>References</u>: Respondent's proposal shall include at least three (3) project references for similar projects of equal or greater size. Provide the following for each project:
 - o Project Name and Location;
 - Owner Name, Address, E-mail and Phone Number;
 - Contract Amount;
 - o Contract Start Date / End Date;
 - o Project Scope and Description.

TAB 3 – Project Understanding and Approach. Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:

Project Understanding (40 points)

- Demonstrated understanding of RFP requirements and agreement to perform the necessary services;
- Brief description of how the Respondent's experience and abilities will benefit the project.

Project Approach (30 points)

Provide the following as a minimum:

- A detailed description of proposed methods and technology to be used in nondestructive testing and investigating of Bar-Wrapped, Steel-Cylinder Concrete Pressure pipe, including:
 - o Specific methods to detect problems as listed in the Scope of Work;
 - o Accuracy, level of confidence and limits of detection;
 - o Calibration needs of equipment and system(s);
 - o Limitations of the proposed system;

- o Insertion/extraction requirements, including dimensions of openings required to accommodate equipment; and
- o Confirmation that equipment to be utilized has not previously been used in wastewater or reclaimed water systems.
- Pipeline preparation requirements (depressurized, dewatered, etc):
 - o Indicate if the pipelines to be inspection must be depressurized, dewatered, or remain in service.
 - The District may be interested in performing manned inspections for some segments and robotic inspections for other segments. If technology is available that allows inspection without dewatering the pipes, provide technical and information for both manned and unmanned (depressurized) inspections as applicable.
- Conformity to Federal, State and Local safety regulations/guidelines;
- List of proposed equipment to be utilized, including inspection apparatus, camera type and resolution, proposed lighting, and other equipment specifications as applicable;
- Proposed schedule, including Respondent's proposed start date, inspection duration and time to complete the reports;
- Inspection Rate: Indicate the number of linear feet or miles that crews can inspect per day for each of the diameters listed in the Scope of Work.

TAB 4 – Pricing and Compensation. The cost portion of the Proposal shall include the following:

Cost Proposal/Proposed Payment Schedule (20 points)

- Reasonableness of costs;
- Consultant's Rate Schedule for applicable staff and equipment
- Proposed payment structure (payment for field work, analysis and reports).
 Note that full payment will not be provided until the final report has been provided and accepted by the District.

4.	<u>PROPOSAL CHECKLIST</u> : This checklist is provided for your convenience. It is not necessary to return a copy with your Proposal. Only submit the requested forms and any other requested or descriptive literature.
	Proposal will be sent in time to be received by the District before the Proposal due
	date and time.
	Original and proper number of copies submitted
	Proposal package properly labeled
	Pricing and Compensation, math double-checked,
	Required Proposal Forms completed and included
	W-9 Request for Taxpayer Identification Number and Certification form completed
	and included (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

	Warranty	informatio	n, if app	olicable
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- 5. <u>ADDENDA:</u> Any changes to the solicitation document will be in the form of an addendum. <u>The District shall not be responsible for any oral changes to these specifications made by any employees or officer of the District; and, Contractors are cautioned not to rely on any such changes. Failure to acknowledge receipt of an addendum may result in disqualification of a Proposal.</u>
- 6. **PROPOSAL OPENING:** The District will open all Proposals properly and timely submitted, and will record the names and other information specified by law and rule. All Proposals become the property of the District and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the District website. Proposals will be available for public inspection.
- delivered on time at the place specified. All Proposals received after the Proposal Due Date and Time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the District or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Proposal must be received by the District prior to the specified date/time. All times are Redding, California local times. Respondents agree to accept the time stamp in the District's Main Office as the official time.
- 8. **RESPONSE FIRM TIME:** Proposals shall remain firm and unaltered after opening for <u>60</u> Days unless the time is extended or amended as agreed upon Respondent and the District. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) District needing additional time to review Proposals. The District may accept the Response, subject to successful contract negotiations, at any time during this period.
- 9. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the District's final approval and execution of the contract, Respondent does so at its own risk.
- 10. **FORM AND CONTENT OF PROPOSALS:** E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Proposals shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Proposals, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. The District does not encourage exceptions. The District is not required to grant exceptions and depending on the exception, the District may reject the Response as non-responsive. The District

<u>INSTRUCTIONS</u>

reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the District. The District may require that Proposals be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.

- 11. MODIFICATION/WITHDRAWAL OF RESPONSE: Written requests to modify or withdraw a Response received by the District prior to the scheduled opening time for Proposals will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response.
- 12. **RESERVATIONS:** The District reserves the right to reject any or all Proposals or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Proposals; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the District to sign should Respondent be awarded a contract; and to reject Responses that are outside the District's budgeted amount for the materials or services that are the subject of the Solicitation. The District may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the District's discretion and made to favor the District. No binding contract will exist between the Respondent and the District until the District executes a written contract or purchase order.
- 13. **COPYING OF RESPONSES:** The Respondent hereby grants the District permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The District's right to copy shall be for internal use in evaluating the Response.
- 14. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of District employees and/or any agents authorized by the District to participate in the evaluation. District staff may initiate discussions with Respondents for clarification purposes; however a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents.
- 15. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the District. The District may elect award the

<u>INSTRUCTIONS</u>

contract for this work without formal presentations or interviews.

- 16. **SHORT-LISTING:** The District, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the District will finalize the scoring against the evaluation criteria.
- 17. **BEST AND FINAL OFFERS:** The District may request Best and Final Offers if the District deems necessary and the District will determine the scope and subject of any Best and Final request. Respondents should not expect the District will always ask for Best and Final Offers. Therefore all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.

18. CRITERIA FOR EVALUATION AND AWARD:

a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points	
Project Understanding – 10 points		
Qualifications & Experience – 40 points	100	
Project Approach – 30 points	100	
Cost Proposal – 20 points		

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the District, at the District's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation.
- c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
 - 1. **Responsiveness.** The District will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required submissions).
 - 2. **Responsibility.** The District will determine whether a Respondent is one with whom the District should do business. Factors the District may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the District; and references from any source including, but not limited to, those found outside the references listed in the Response. The District will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

- 19. <u>COST JUSTIFICATION:</u> In the event only one Response to the Solicitation is received, the District may require the Respondent submit a cost offer in sufficient detail for the District to perform a cost/price analysis to determine if the Response price is fair and reasonable.
- 20. <u>CONTRACT NEGOTIATIONS AND ACCEPTANCE</u>: Respondent must be prepared for the District to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the District may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized District official(s). No binding contract will exist between the Respondent and the District until the District executes a written contract or purchase order.
- 21. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the District improperly rejected its Response, or believes the selected Response should not receive the District contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, they may submit a written protest.

ADDRESS PROTESTS TO:

David J. Coxey General Manager Bella Vista Water District 11368 E. Stillwater Way Redding, CA 96003

This Scope of Work will be compiled into any resulting contract as Exhibit A.

1. **BACKGROUND AND GENERAL INFORMATION:**

A. About the Bella Vista Water District

The Bella Vista Water District (District) water service area covers approximately 53 square miles and serves more than 6,000 customers. The water system includes ten (10) pump stations conveying water to ten (10) different pressure zones with more than 220 miles of distribution piping.

The District's water transmission main network consists of Bar-Wrapped, Steel-Cylinder Concrete Pressure pipe (AWWA C303), ductile iron pipe (DIP), AWWA C905 PVC pipe, asbestos cement pipe, and welded steel pipe. Transmission main sizes range from 14-inches in diameter to 54-inches. For more information regarding the District's water system, please refer to our web site at: www.bvwd.org

B. Project Overview

The project consists primarily of the inspection of approximately 4,600 feet of 54-inch Bar-Wrapped, Steel-Cylinder Concrete Pressure pipe, assessing its current condition, making recommendations for repairs and rehabilitation (if required), and preparation of a report documenting the findings and recommendations.

The scope of work is further detailed in Section 3.

C. RFP Schedule and Proposal Submission

Please refer to the general RFP solicitation sections for details regarding schedule and proposal submission instructions.

2. **MINIMUM QUALIFICATIONS:**

- A. Broad experience (not less than five (5) years) with substantial evidence of technical capability and experience in the application and analysis of non-destructive testing and inspection of AWWA C303 water mains;
- B. Ability to provide all equipment, materials and labor to perform and complete the required testing and inspection of Bar-Wrapped, Steel-Cylinder Concrete Pressure pipe water mains according to the listed schedule.
- C. Ability to accurately identify pipe segments that show signs of distress;

- D. Ability to manage technical teams charged with completion of the work within the stated schedule and provide adequate qualified personnel;
- E. Upon request, the selected firm or team shall have the ability to perform a structural/risk analysis on distressed pipes, including estimated life remaining or time-based risk of failure;
- F. Experience with inspection and/or evaluation of cement-mortar lined and coated steel pipe (AWWA C300) and cement mortar lined and coated bar-wrapped steel cylinder pipe (AWWA C303) is essential for this project.

3. **SCOPE OF WORK:**

A. Services Required

Bar-Wrapped, Steel-Cylinder Concrete Pressure Pipe (AWWA C303) Inspections

Provide inspection of approximately 4,600 ft of 54 inch AWWA C303 pipe and 60 feet of 42-inch cement mortar lined and coated steel pipe.

Pipeline segments to be inspected/assessed:

- Segment 1 42-inch pipe portions of the steel discharge manifold and 42-inch pipe upstream of the venturi meter (approximately 60 feet in total).
- Segment 2 54-inch Main Aqueduct Bar-Wrapped, Steel-Cylinder Concrete Pressure pipe from the metering vault at the Wintu Pump Station to the Surge Tank (approximately 1,420 feet in length).
- Segment 3 54-inch Main Aqueduct Bar-Wrapped, Steel-Cylinder Concrete Pressure pipe from the Surge Tank to air relief valve at Station 23+80 of the Main Aqueduct (approximately 2,140 feet in length).
- Segment 4 54-inch Main Aqueduct Bar-Wrapped, Steel-Cylinder Concrete Pressure pipe from the air relief valve at Station 29+50 of the Main Aqueduct to the air relief valve at Station 40+10 (approximately 1,060 feet in length).

The selected firm shall be responsible for inspection of the water transmission main segments and identification of degraded pipe sections. The selected firm may also provide professional services which include, but are not limited to, specialized methods required for non-destructive evaluation of AWWA C303 pipe. It's anticipated that visual and electromagnetic inspections will be performed on the selected AWWA C303 pipe water main segments, but other methods and technologies may be considered.

Proposed methods and technologies shall be clearly indicated in Respondents' proposals. The methods provided shall be able to detect the number of broken/deteriorated bars, as well as the location and distribution of the bar breaks/deterioration or along each pipe section.

Areas of concern identified by electromagnetic or other specialized methods shall be inspected in detail using visual and sounding techniques. Areas of concern shall be docummented by photographs and analyses. Detailed photos of anomalies, debris, corrosion, obstructions, and measurements of cracks, joint separations, or any other areas of concern shall be provided. Measurements taken shall include the maximum width, length or both as required of cracks, joint separations or any other pipe anomalies.

Proposed inspection methods and technologies shall be clearly indicated in Respondents' proposals.

B. Access for Inspections

Access for inspections is typically provided by existing manways specifically designed for manned entries and insertion of inspection equipment. The District or the District's contractor will be responsible for ensuring that adequate access is maintained for inspection purposes, including removal and reinstallation of manway covers, blind flanges and other appurtenances as required.

C. Schedule

Work must be completed in conjunction with planned operational shutdowns. The current schedule (subject to change) provides for the following inspection time frames:

• February 2017:

Concrete Pressure Pipe, Bar-Wrapped, Steel-Cylinder Type (AWWA C303) Inspection, 54-inch, approximately 4,600 feet in length. The pipeline can be taken out of service once for a maximum of 10 working days for the inspection of the interior of the pipes.

D. Reporting Requirements

The selected firm shall provide the following as a minimum to the Bella Vista Water District Engineering Department:

Work Plan:

Written Work Plans shall be submitted at least fifteen (15) business days prior to pipe inspections and shall include the following as a minimum:

1. Detailed schedule covering planned mobilization and inspection activities for each day. Schedule shall include anticipated start and finish times for each segment so the District can arrange for traffic control as necessary;

- 2. List of names of field crews involved with the inspection, along with job titles or roles, phone numbers and e-mail addresses;
- 3. List of subcontractors that will be used (confined space entry support, etc.);
- 4. List of inspection methods, tools and equipment to be used;
- 5. List of expected work to be performed by the District; and
- 6. Planned access and ventilation points...

Summary Report:

A concise, written Summary Report shall be submitted within ten (10) business days of completing inspection each pipe segment. The intent of the Summary Report is to inform the District of known problem areas within the inspected pipes so repairs can be made as soon as possible. Summary Reports shall include the following as a minimum:

- 1. Brief description and location of significant inspection findings and areas of concern;
- 2. Supporting photographs; and
- 3. Recommendations for repairs or corrective actions.

Comprehensive Report:

A written comprehensive report shall be submitted within thirty (30) days of completing each pipe segment inspection. The report shall include, but is not limited to, the following:

- 1. General overall inspection results;
- 2. Inspection methods and analyses;
- 3. Log entries summarizing station locations and findings;
- 4. Pipe abnormalities (cracks, leaks, hollow areas of lining, exposed reinforcement)
- 5. Location of significant cracking, distressed areas, leaks, breaks or other areas of concern;
- 6. Field notes and sketches;
- 7. Relevant photographs;
- 8. Relative level of confidence in individual test results;
- 9. Explanation of potential causes associated with each anomaly or area of

distress, and recommended repairs or corrective action.

Deliverables:

- 1. Summary Report in PDF format for District use.
- 2. Draft Comprehensive Report (in MS Word) for District review and comment.
- 3. Final Comprehensive Report 10 printed and bound copies and one electronic (PDF) copy. The selected firm shall submit a draft comprehensive report to the District for review. Following a review period, the District will provide comments (if any) to the Respondent to be addressed in the final report submittal. The final comprehensive report submittal shall include a PDF of the entire report plus the report files in native format (MS Word, Excel, digital photos, etc.).

E. Safety

The selected firm shall provide its working personnel with all safety equipment required by law or regulations or as appropriate, which shall include but not be limited to: confined-space entry provisions (tripod, winch, etc.), ventilation, hard-hats, safety shoes, safety glasses, and safety vests to be used when conducting inspection services. The selected firm shall provide specialized safety equipment at no additional cost to the District for use during the project.

The selected firm shall assume responsibility for compliance with all laws and regulations regarding safety. Respondent shall perform all work in accordance with the State of California and Federal safety rules and regulations.

F. Traffic Control

The District will provide the necessary traffic control and related permits for pipe inspections for a maximum of five (5) days per pipe segment. If the selected firm's inspection requires traffic control for more than five (5) days, the selected firm shall reimburse the District at a rate of \$650/day for each access manway location involved.

The five (5) day limit is exclusive for pipe inspections only. Traffic control used by the District for non-inspection activities (pipeline dewatering, filling and/or flushing, etc.) does not count against the five (5) day limit.

G. Work to be Performed by the District

The Bella Vista Water District is responsible for performing the following work as it relates to pipe inspections:

- Traffic Control (up to five (5) days for pipe inspection activities);
- Dewatering of pipelines;
- Removal and replacement of access manway covers, blind flanges, etc. once proper traffic control is in place;
- Providing record drawings, pipe lay drawings and other related documentation as required by the Respondent providing the inspection;
- Pipeline filling and disinfection.

H. Clean Water Certification of Equipment

Prior to commencing work related to inspections, the selected firm shall provide a written letter certifying that cameras and other equipment to be used in the inspection have not previously been used in sewers, storm drains, reclaimed water systems, or other environments that may result in a potential hazard to a potable water system.

4. **PRICING:**

All pricing shall be firm and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The District shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the District of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the District's Purchasing Division.

- 5. <u>TYPES AND AMOUNTS OF INSURANCE</u>. Insurance requirements are detailed in the Agreement document. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
 - a. Worker's compensation insurance in accordance with the provisions of California law. If Contractor operates with no employees, Contractor must provide the District with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with California law.

- b. The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the District, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- c. Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
- d. Professional Liability (Errors and Omissions Liability), the Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Professional Liability insurance.

Prior to the execution of the Contract, the Contractor shall provide the District with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the District reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the District requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the District is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the District.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against District, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the District.

EXHIBIT 1 DRAFT CONTRACT

EXHIBIT A STANDARD TERMS AND CONDITIONS

- 1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Bella Vista Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Bella Vista Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Bella Vista Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Bella Vista Water District, its directors, officers, employees, or authorized volunteers.
- 3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California 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 that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- 4. Consultant will file with Bella Vista Water District, before beginning professional services, a certificate of insurance satisfactory to Bella Vista Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Bella Vista Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Bella Vista Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- 5. Consultant will file with Bella Vista Water District, before beginning professional services, certificates of insurance satisfactory to Bella Vista Water District evidencing general liability insurance coverage shall be at least as broad as the following:
 - a. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

EXHIBIT 1 DRAFT CONTRACT

b. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

General Liability Limits of not less than \$1,000,000 per occurrence, or the full per occurrence limit of the policies, whichever is greater (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability limit of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring that coverage shall not be cancelled except with notice of cancellation to Bella Vista Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Bella Vista Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- 6. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Bella Vista Water District at least ten (10) days prior to the expiration date.
- 7. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- 8. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Bella Vista Water District.
- 9. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state and federal regulations and statutes including Cal/OSHA requirements.
- 10. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Bella Vista Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

EXHIBIT 1 DRAFT CONTRACT

EXHIBIT B SCOPE OF WORK

The Scope of Work will be added here when Agreement is finalized.



EXHIBIT C PRICING

Pricing will be added here when Agreement is finalized.











