



CABLING, MESHED WIRELESS NETWORK, AND SECURITY CAMERAS REQUEST FOR PROPOSAL

July 2020

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SECTION 1 – BACKGROUND AND PURPOSE

Carpinteria Valley Water District (District) is requesting proposals from experienced firms to provide professional service for the IT Support and Security System Services (Project). This Request for Proposal (RFP) provides information to enable firms to submit a proposal to provide professional services for the scope of work as detailed in Appendix C.

1.1 DISTRICT OVERVIEW

Carpinteria Valley Water District is a State of California special district governed by a five-member Board of Directors elected by the constituents within the service area.

The District's primary purpose is to manage and deliver water and water-related services to customers within its service area. The District distributes a combination of State Water Project water, Lake Cachuma water, and local groundwater to approximately 4,500 residential, commercial, and agricultural accounts within the City of Carpinteria and unincorporated areas of Santa Barbara County.

1.2 PROJECT OVERVIEW

The District is requesting proposals from experienced consulting firms (Consultant) to design, procure, and install the following:

- Data cabling upgrade
- Security cameras
- Meshed wireless network

1.3 PROJECT SCHEDULE

Notice to Proceed (NTP) to the selected firm is expected 08/07/2020

END OF SECTION

SECTION 2 – GENERAL INFORMATION

This RFP information packet contains instructions governing the proposals to be submitted and the material to be included therein; a description of the project and specific services to be provided; general evaluation criteria; and other pertinent information. The submission of this proposal shall be considered evidence that the proposer has and is in acceptance with this RFP.

Any modifications or changes made in this RFP will be made in writing in the form of an addendum issued by the District. All proposers will receive written notice of any changes or modifications, which may be made by the District. Oral communications from District personnel or others concerning this RFP shall not be binding on the District and shall not in any way be considered as a commitment by the District.

2.1 PROPOSAL SUBMITTAL

Submit three hardcopies and one electronic copy of the proposal to the address listed below no later than 2:00 PM, 8/6/2020. After this date and time proposals will not be accepted and will remain unopened. Faxed proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt.

The proposed Fee Schedule is to be submitted to the same address, separately from the proposals, in a sealed envelope. Only one copy of the proposed cost is required.

Proposals are to be submitted to:

Carpinteria Valley Water District
Laurie Richards, Accountant and IT Technician
1301 Santa Ynez Ave, Carpinteria, CA 93001
laurie@cvwd.net

All materials submitted in accordance with this RFP become the property of the District and will not be returned. The material may become public record subject to the disclosure provisions of the Public Records Act (Government Code Section 6250 et seq.).

2.2 SITE VISIT

The site visit will be held on 07/28/2020 at 2:00 PM at 1301 Santa Ynez Avenue, Carpinteria, CA.

2.3 PROJECT INQUIRIES

Inquiries regarding this RFP must be requested in writing via email at laurie@cvwd.net. The deadline for inquiries is close of business 7/30/2020.

2.4 CONTRACT AND TERMS

Prior to the commencement of services, the selected Consultant awarded the contract will be required to execute a Professional Services Agreement (Sample Agreement: Appendix A) between itself and the District. The contract shall incorporate the scope of work defined herein and all RFP terms and conditions. Portions of the Consultant's proposal may be considered for inclusion into the scope of work at the District's discretion.

The selected Consultant will not be permitted to levy any service or other charges against the District, other than those listed in Appendix C Scope of Work, without being previously negotiated with the District.

2.5 SAMPLE AGREEMENT

A Sample Agreement has been attached for review in Appendix A. This agreement is representative of the agreement that will be executed upon award to the successful Proposer. The District does not make changes to agreement terms and conditions. Submission of your proposal in response to this RFP constitutes your acceptance of all Terms & Conditions set forth in this Sample Agreement.

Please indicate that the Sample Professional Services Agreement has been reviewed and will execute it with no exceptions if selected by signing and dating the Professional Services Agreement Acceptance Form (Appendix B).

2.6 USE OF SUBCONTRACTORS

The proposer may utilize subcontractors to perform all tasks listed in the Appendix C Scope of Work. The proposer must indicate which tasks are performed by the subcontractor and submit the resumes of the proposed subcontracting staff assigned to this project as described in Section III- Proposal Requirements.

END OF SECTION

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 GENERAL

1. All interested and qualified offerors are invited to submit a proposal for consideration. Submission of a proposal indicates that you have read and understand the entire RFP, to including all appendices, schedules, and addendums (as applicable), and that all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the capabilities to satisfy the requirements of this RFP.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become property of the District.
6. Responses are to be clear and complete. Be as specific as possible and include explanations where necessary.

3.2 PROPOSAL PRESENTATION

1. All proposals must be submitted on 8 ½" x 11" sheets of paper, neatly typed, double-sided, with standard (1 inch) margins and single-spaced with headings, sections, and sub-sections identified appropriately. Font must be at least 11 pt. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. The technical proposal must be divided into five sections with references to parts of this RFP done on a section number and sub-section basis. The sections shall be clearly identified matching the outline in Section III-C.
3. **One separate and sealed fee proposal** as outlined in Section 2.1 Proposal Submittal, and three hardcopies, and one electronic version (PDF or MS Word format on a CD, DVD, or USB Flash Drive) of the complete proposal must be received by the deadline specified in Section 2.2 - Proposal Schedule.
4. The original, all copies of the proposal, and the separate and sealed cost sheet or bid must be in a sealed envelope, container, or package stating the following on the outside:
 - a. Business/Company Name
 - b. Address
 - c. Telephone Number
 - d. Project Title
 - e. Proposal Deadline
5. Hand carried proposals may be delivered to the address documented in Section 2.1 during normal business hours, Monday through Friday, excluding holidays observed by the District. Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer envelope, container, or package used by such service.

3.3 PROPOSAL FORMAT

Offerors must provide this information in the following format:

Proposal Cover Page - The outline below is to be used as the cover page for the proposal. These items must be fully completed and signed by an authorized officer of the business entity.

- Name of Business/Company:
- Business/Company Address:
- Telephone Number(s):
- E-mail Address:
- Website Address:
- Federal Tax ID Number:
- Type of Business (Sole Proprietorship; Partnership; Corporation; or Other (Explain):
- Number of Years in Business:
- Name, title, telephone number and, if different, address of person(s) authorized to represent business entity:
- Name, title, telephone number and, if different, address of person(s) authorized to sign contracts for the business entity:

Proposal Table of Contents - All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

Section 1. Firm Qualifications and Experience - This section should establish the firm's ability to perform the required work to the expectations of the District. Narrative should include the consulting firm's background, including main business focus, length of time in business, number of employees, location that will primarily support the project. Any subcontractors utilized on this project must be identified in this section. Areas to focus on include:

- Introduction to the firm
- Strength and stability of firm
- Overview of the firm's capabilities in project scope
- Provide a description of three projects similar to this scope of work that have been completed for public agencies, water districts, federal government, non-profit organizations, or private companies. Include the name of the organization, and the address, name, email, and telephone number for the owner's point of contact. Note the relevance of each project to the objectives of this project. Brief descriptions of additional projects that demonstrate the firm's track record to perform the required services may be included in tabular format.
- Provide reasoning why the prospective firm would be the best choice for providing services as described in the RFP for the District.

Section 2. Staff Experience - This section should introduce the key staff that the firm shall commit to the project and include:

- An Organizational Chart that shows the Project Manager, Task Leaders, subconsultants, and other key team members. If the Project Manager is not an Officer of the firm, include a Project Director that is authorized to sign contracts for the firm.
- Biographical sketches of each staff member that consultant expects to lead each task, reason(s) why the staff member was selected to lead the task, and a statement that the proposed staff members are available during the proposed schedule for the task. Include resumes in an appendix, which will not be included in the page count. Include the biographical sketches and resumes of any subcontractors that have key roles on the project.
- Current work load for the proposed team members as it relates to the ability to perform this work to the planned project schedule.
- Work Breakdown Structure (WBS) with summary of hours by task and by labor class for the project team members. This should be provided in a table format. Tasks shall align with those set forth in Appendix C Scope of Work. Do not include rates or total cost in the technical proposal.

Section 3. Scope of Work Understanding and Schedule - The firm should clearly state its understanding of the project objectives, scope of work and anticipated deliverables. There are specific tasks to complete for this project with anticipated deliverables clearly outlined. The selected consultant must complete all tasks; proposals to complete only a portion of the tasks will be deemed nonresponsive and will not be evaluated. Do not simply repeat the scope of work provided in Appendix C. Instead, address the following areas in the proposal:

- Describe the key challenges associated with the project and the firm's approach to overcoming these challenges.
- Describe your firm's approach to the work and how it will benefit the District.
- Outline processes or steps that the consultant will take to ensure quality deliverables. The process shall include a monthly work status summary report where the project status and schedule adherence shall be reported and challenges identified.
- The contract for this project shall incorporate the scope of work defined in Appendix C. The firm may wish to include options and enhancements to the scope of work for the District's consideration. Portions of the firm's proposal may be considered for inclusion into the contract Scope of Work at the District's discretion. The firm shall not be permitted to levy any service or other charges against the District, other than those listed in Scope of Work, without being previously negotiated and documented with the District.

As part of the firm's demonstration of Scope Understanding, prepare a proposed Critical Path schedule for the completion of each task and subtask. The schedule shall include the following elements:

- Activities
- Milestones
- Early start and finish dates
- Late start and finish dates
- Activity duration
- Logic link relationships between tasks

The schedule may be submitted on 11x17 paper and will count as one page.

Appendix A. Resumes of Key Staff - Include resumes of key staff, including key subconsultants staff. Limit each resume to two pages. Resumes are not included in overall page count.

Appendix B. Professional Services Agreement Acceptance Form - Include the signed Professional Services Agreement form from Appendix B of this RFP. Appendix B is not included in the overall page count.

3.4 FEE PROPOSAL – SEPARATE SEALED ENVELOPE

Please Note: The Fee Proposal is to be kept separate from the technical proposal and submitted separately in a sealed envelope. The costs will be reviewed after the contents of the proposals are reviewed and rankings are determined. The fee proposal shall not be included in the electronic copy of the proposal.

Cost proposal for all items listed in this RFP shall include all labor, transportation, administrative, overhead, incidentals, etc. and all other items as listed in the scope of work. Please submit cost by task, number of hours, name and level of team member performing task and subtask, and direct costs. Show a total time and materials, not-to-exceed fee to deliver the scope of work. If your proposal includes enhancements above the scope of work, please show the cost of these enhancements below the fees.

END OF SECTION

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCESS

4.1 GENERAL

A Selection Team established by the Project Manager will review, evaluate, and score the proposals. The scoring system will be based on a scale of 1 to 10 with 10 being the most favorable score. The Evaluation Team shall evaluate the proposals based upon the following weighted criteria:

- Firm and Staff Qualifications and Experience – 30%
- Company/Staff Availability – 10%
- Understanding of Scope of Work to be Performed – 35%
- Project Schedule – 20%
- Proposal Quality – 5%

The Selection Team may select the proposal that clearly exceeds the others in all mandatory specifications of the RFP or they may select finalist proposals that meet specifications and whose score on evaluation factors is sufficiently high to merit further consideration by the Selection Team.

The Selection Team may conduct interviews with the most qualified and responsive firms. The consulting firms asked to participate in the interview process may be required to submit other information or clarification on submitted proposals.

Each firm will be expected to respond to a series of questions posed by the Selection Team during a maximum 60 minute period.

The Selection Team may ask for further clarification of the submitted cost prior to completing the selection rankings.

The District reserves the right to reject any and all proposals for any reason. The District may not proceed, for any reason, with the selection process of a proposer if the District deems it is in the best interest of the organization. The District shall not be responsible to any of the submitters for the cost to prepare their proposal in response to this RFP.

Proposals must include the entire scope of work as outlined in this RFP.

END OF SECTION

APPENDIX A: PROFESSIONAL SERVICES CONTRACT

Sample contract is attached.

END OF SECTION

APPENDIX B: PROFESSIONAL SERVICES AGREEMENT ACCEPTANCE FORM

Fill out attached form and include with your submitted proposal

Appendix B: PROFESSIONAL SERVICES AGREEMENT ACCEPTANCE FORM

Firm Name: _____

Address: _____

City _____ State _____ Zip Code _____

Telephone: _____ Fax: _____

I have reviewed the RFP and Professional Services Agreement in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

APPENDIX C: SCOPE OF WORK

Following an initial site visit: Design, procure, and install the following:

- Data Cabling Upgrade
- Security Cameras
- Meshed Wireless Network

AUXILIARY SERVICES CONTRACT

THIS CONTRACT (Contract) is entered into on May 13, 2020 by and between Carpinteria Valley Water District, hereinafter called "CVWD", and Sample Contract, hereinafter called "Contractor."

WHEREAS, CVWD desires certain services hereinafter described and Contractor is capable of providing and desires to provide such service.

NOW, THEREFORE, CVWD and Contractor, for the consideration and upon the terms and conditions hereinafter specified, agree as follows:

SECTION I

SCOPE OF SERVICES

- 1.1 The services to be performed under this Contract are as described in Appendix One hereunto attached and by this reference made a part hereof. In the event that a conflict or contradiction is discovered between the proposal language and CVWD's standard contract terms, CVWD's standard contract terms shall prevail. Such service shall be performed by individuals as employees of the Contractor, as an independent Contractor, and not by or as employees of CVWD.

SECTION II

DUTIES OF CONTRACTOR

- 2.1 **Standards.** All work performed by Contractor or under its direction shall be sufficient to meet the purposes specified therefor and shall be rendered in accordance with the accepted practices and to the standards of Contractor's profession.

All service hereunder shall be performed by employees or agents of Contractor who are experienced and skilled in their business and in accordance with the standards of work in their respective professions. Contractor's findings, recommendations and professional advice shall be based on practices and procedures customary in its profession. Contractor shall provide additional services needed to correct any deficiency in its work at no additional costs or expense to CVWD.

- 2.2 **Additional Work.** Contractor shall not undertake any work beyond the scope of this Contract unless such additional work is approved in advance and in writing by CVWD. The cost of such additional work shall be reimbursed to Contractor by CVWD on the same basis as provided in Section IV.
- 2.3 **Security and Safety.** If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the responsibility of Contractor, excluding, nevertheless, the security and safety of any facility of CVWD within the job site, but not under the control of Contractor.

- 2.4 Consultations. Contractor shall meet with CVWD personnel, or third parties as necessary, on all matters connected with carrying out of Contractor's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and CVWD approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.
- 2.5 Data. Contractor agrees that all data and information, including without limitation specifications, designs, drawings, reports, and blueprints, generated in the performance of this Contract and data and information that are specified to be delivered or which are, in fact, delivered pursuant to this Contract shall be and remain the sole property of CVWD. Contractor understands and agrees that all rights under copyright and patent laws under this Contract to drawings, records, data or other work product belong to CVWD, unless otherwise stated. Contractor hereby assigns any and all rights under copyright and patent law to CVWD and agrees to assist CVWD in perfecting the same. Contractor shall deliver all records, drawings, data, information and work product resulting from this Contract to CVWD upon CVWD's request and in any event upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery. Except as otherwise provided in this Contract, said documents shall be delivered to CVWD without additional cost to CVWD.
- 2.6 Subcontracting. Performance of this Contract may not be subcontracted in whole or in part without the prior written consent of CVWD. Any subcontractors under this Contract with an estimated cost greater than \$1,000 shall not be awarded without CVWD's prior written approval. Lists of proposed subcontracts and proposed subcontractors shall be submitted to CVWD.
- 2.7 Prevailing Wage. The Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., and Title 8 of the California Code of Regulations ("CCR"), Section 16000 et seq. (collectively, "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The Contractor must fully comply, and must ensure full compliance by all Subcontractors and other persons and entities as required, with all applicable Prevailing Wage Laws.

No contractor may bid on or be awarded a contract for a project unless the contractor is, and no subcontractor may be listed in any bid for a project unless the subcontractor is, qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), Owner in its sole discretion may cancel the Contract

and/or replace the Contractor or Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.

Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations (“DIR”) has determined the prevailing rate of wages for the locality in which the Work is to be performed and the Owner has adopted said prevailing rate of wages. A copy of these prevailing rates are available on-line at:

<http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>

Additionally, Owner will make such rates available to any interested party, including Contractor, on request. A copy of such wage rates shall be posted on the job site by the Contractor.

In accordance with Labor Code Section 1775, the Contractor and any subcontractor shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the DIR for the work or craft in which the worker is employed. The Contractor or the applicable subcontractor shall pay to each worker the difference between such stipulated prevailing wage rate and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rates.

The Contractor acknowledges that, in applicable circumstances, the DIR will provide certain services in connection with the Project, in accordance with the California Labor Code, Section 16450 *et seq.* of Title 8 of the CCR and/or other applicable law. In any event, the Contractor and all Subcontractors, at no additional cost to the District, must comply with any and all applicable labor-related requirements, regardless of how implemented, including, without limitation, requirements for payment of wages in accordance with the Prevailing Wage Laws, maintenance, inspection and submittal (electronically, as required) of payroll records, interviewing of workers, *et cetera*. The Contractor, at no additional cost to the District, must cooperate with the DIR, the District, and any District consultants in connection with labor-law compliance matters. The Contractor must post all job-site notices required by law in connection with the Work, including, without limitation, posting required by DIR regulations. The Contractor must make all Subcontractors aware of the foregoing requirements and must require that the Subcontractors comply with all labor-related requirements at no extra cost to the District. The District will coordinate and conduct any mandatory pre-construction conference, and the Contractor and each of its Subcontractors must attend such conference in order to ensure they are aware of applicable labor-law requirements.

SECTION III

DUTIES OF CVWD

- 3.1 **Provision of Information.** CVWD shall make available to Contractor all data and information in the possession of CVWD which CVWD deems necessary to the preparation of the work, and CVWD shall actively aid and assist Contractor in obtaining such information from other agencies and individuals. Except as specifically provided in the scope of services, Contractor shall be entitled to rely upon the accuracy of data and information provided by CVWD or others without independent review or evaluation.
- 3.2 **Review of Progress of Work.** CVWD Management may authorize a staff person as a representative to confer with Contractor relative to Contractor's services hereunder. The work in progress hereunder shall be reviewed from time to time by CVWD at the discretion of CVWD or upon the request of Contractor. If the work is satisfactory, it will be approved. If the work is not satisfactory, CVWD will inform Contractor of the changes or revisions necessary to secure approval.
- 3.3 **Site Access.** CVWD shall make available all site access, including keys, remote controls, and codes, necessary to complete the scope of work.

SECTION IV

FEES AND PAYMENTS

- 4.1 **Payment Schedule.** Payment for the services hereinabove described shall be made upon a schedule and within the limit or limits shown upon Appendix Two hereunto attached and made a part hereof, and such payment shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work. In the event that a conflict or contradiction is discovered between the proposal language and CVWD's standard contract terms, CVWD's standard contract terms shall prevail.
- 4.2 **Statements.** Unless otherwise specified in said Appendix Two, Contractor's fees shall be payable on monthly statements; such statements shall give a detail of time worked by each class of employee, services (or tasks) performed, and the itemized expenses incurred and accompanied by receipts for which billing is made and shall contain the following affidavit signed by a principal of the firm of Contractor:

"I hereby certify as principal of the firm of _____ that the charge of \$ _____ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Contract dated _____, 20___, and has not been previously paid."

Compensation is clearly outlined in Appendix Two. This information includes rates by individual/title grouping, the not-to-exceed amount of the Contract, whether the payments will be periodic or paid in a lump sum, and a list of expenses for which the Contractor(s) will, or will not, be reimbursed.

SECTION V

CHANGES IN WORK

- 5.1 Extra/Changed Work. CVWD may order major changes in scope or character of the work, either decreasing or increasing the amount of Contractor's services. Increased compensation for major changes shall be determined in accordance with Appendix Two hereof, or as otherwise agreed to, in writing, between the parties.
- 5.2 Change of Schedule. In the event that major changes are ordered, the schedule for completion as stated in Appendix Three hereto will be adjusted by negotiation between Contractor and CVWD.
- 5.3 Change Authorization. No representative of CVWD, other than the General Manager, is authorized to obligate CVWD to pay the cost or value of services beyond the scope thereof as herein described.

SECTION VI

TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

- 6.1 Commencement of Work. Contractor shall begin work upon receipt by it of written Notice to Proceed from CVWD Management which said notice shall not be issued until after this Contract has been approved and authorized by CVWD.
- 6.2 Completion Schedule. The schedule for completion of the work shall be as shown upon Appendix Three hereunto attached and made a part hereof. Contractor shall complete the work set forth in Appendix One in accordance with the schedule for completion shown in Appendix Three.
- 6.3 Suspension of Services. CVWD may, at any time and without cause, suspend all or a portion of the services of Contractor for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume the service on receipt from CVWD of a notice of resumption of services. Any change to the contract, price or time of completion sought by Contractor as a result of suspension hereunder, shall be processed as a change order under the provisions of Section V hereof.

SECTION VII

DELAYS AND EXTENSIONS

- 7.1 Delays. In the event Contractor is delayed in performance of its services by circumstances beyond its control, it will be granted a reasonable adjustment in the Schedule for Completion as described in Appendix Three. All claims for adjustments in the Schedule for Completion must be submitted to CVWD by Contractor within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION VIII

TERMINATION

- 8.1 Termination by Owner. CVWD may terminate this Contract at any time by giving Contractor written notice thereof. Upon termination, Contractor will be paid for that portion of the work completed prior to termination.
- 8.2 Termination by Contractor. Contractor may terminate this Contract upon written notice to CVWD should CVWD fail to fulfill duties as set forth in Section III.
- 8.3 Effect Upon Records. Upon termination, Contractor shall turn over to CVWD all of the documents, records, papers and other work product related to this Contract, which shall, at the option of CVWD, become CVWD property. CVWD shall not be liable for any costs other than as specified in this Contract.
- 8.4 Examination of Records. CVWD shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Contract.
- 8.5 Change in Contractor's Status. The financial capability and status of Contractor were substantial inducements for CVWD to enter into this Contract. Therefore, Contractor shall, and hereby specifically acknowledges its duty to do so, notify CVWD of any significant financial change, or significant change in status of Contractor within seven (7) days of significant financial change or significant change in status. "Significant financial change" or "significant change in status" shall mean the following:
- Any action(s) by which Contractor shall consolidate with, merge, or convert the Contractor into another (partnership or corporation),
 - Any filing of bankruptcy by the Contractor (or any of its partners),
 - Loss of Contractor's professional qualifications, and
 - The fact that Contractor is no longer in compliance with federal or state equal opportunity laws.

SECTION IX

ATTORNEYS' FEES

- 9.1 If either party brings an action or proceeding against the other party by reason of default of any term or condition of this Contract, or otherwise arising out of this Contract, the prevailing party in such action or proceeding shall be entitled to recover, as an element of its cost of suit, and not as damages, reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. The "prevailing party" as the term is used herein, shall be the party who is entitled to recover costs of suit, whether or not such suit proceeds to final judgment, and shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the

sums allegedly due, performance of covenants allegedly breached, or considerations substantially equal to the relief sought in such action.

SECTION X

INDEMNIFICATION/HOLD HARMLESS

- 10.1 Contractor shall be solely responsible for any injury or damage to any person or property howsoever occasioned by or arising out of Contractor's willful misconduct or negligent performance of the work hereunder. Contractor shall assume the defense and indemnify and hold harmless CVWD, its officers, directors, agents and employees, from every claim, expense, liability, or payment for any such injury or damage.

SECTION XI

INSURANCE

- 11.1 Insurance requirements shall be as set forth in Appendix Four hereto attached.

SECTION XII

MISCELLANEOUS PROVISIONS

- 12.1 Gratuities. Contractor warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to CVWD's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.
- 12.2 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Contract.
- 12.3 Project Manager. CVWD Management reserves the right to approve the project manager assigned by Contractor to said work.
- 12.4 Limitation on Assignment. This Contract shall not be assigned without first obtaining the express written consent of CVWD.
- 12.5 Status of Contractor. Contractor is employed to render a professional service only and any payments made to Contractor are compensation solely for such services as Contractor may render. Contractor shall at all times retain the status of an independent Contractor with CVWD. Nothing within this Contract shall be construed so as to make Contractor, or any of its agents or employees, the employee(s), partner(s), or joint venturer(s) of or with CVWD.

- 12.6 Licensing. Contractor warrants that they have complied, and shall comply, with any and all applicable state licensing requirements.
- 12.7 Entire Contract. This Contract supersedes any and all other Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement, or promise related to the subject matter of this Contract which is not contained in this Contract shall be valid or binding.
- 12.8 Ownership of Work. All work performed pursuant hereto shall, upon completion, become the property of CVWD. In the event the work is not completed, the completed portions thereof shall become the property of CVWD.
- 12.9 Waiver. Either party to this Contract may specifically and expressly waive, in writing, compliance by the other party hereto with any term, condition or requirements set forth in this Contract. Either party to this Contract may specifically and expressly waive, in writing, any breach of any term, condition, or requirement of this Contract by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained within such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Contract that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to an act, except as otherwise specified in this Contract.
- 12.10 Job Costing. Any opinion of the Construction Cost prepared by Contractor represents its judgment as a design professional and is supplied for the general guidance of CVWD. Since Contractor has no control over the cost of labor and material, or over competitive bidding or market conditions, Contractor does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to CVWD.
- 12.11 Notices. Any notice, request, demand, consent or approval, or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an officer or duly authorized representative of the party, or deposited in the United States mail, first class postage prepaid, and addressed to the party for whom intended as follows:

To CVWD: Carpinteria Valley Water District
 Attention: General Manager
 1301 Santa Ynez Ave
 Carpinteria, CA 93013

To Contractor:
 Attention: [Click here to enter name.](#)
 [Click here to enter address.](#)
 [Click here to enter City/State/Zip.](#)

12.12 Jurisdiction. The parties hereby understand and agree that this Contract, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California. The parties hereto do expressly agree that in the event of a dispute concerning the terms hereof, venue for any legal action shall be with the appropriate court of the County of Santa Barbara, State of California.

12.13 Amendments. No addition to, or modification of, any provision contained in this Contract shall be effective unless fully set forth in writing signed by the authorized representative of both of the parties hereto.

12.14 Signatories. The signatories hereto do warrant that they are appropriately authorized to execute this Contract on behalf of the party for which they signed.

IN WITNESS WHEREOF, the parties have executed this Contract the day first hereinabove written.

CONTRACTOR

CARPINTERIA VALLEY WATER DISTRICT

By: _____
Principal

By: _____
Robert McDonald, P.E., General
Manager

Print
Name: _____

Board Approved: [Click here to enter the Board Approved date.](#)

APPENDIX ONE

SCOPE OF SERVICES

Design, procure, and install the following:

- Data Cabling Upgrade
- Security Infrastructure
 - Cameras
- Meshed Wireless Network

APPENDIX TWO

FEE SCHEDULE

In the event that a conflict or contradiction is discovered between the proposal language and CVWD's standard contract terms, CVWD's standard contract terms shall prevail. CVWD's payment terms are Net 30.

Payments shall be periodic and reflective of deliverables at the receipt of an invoice. Rates by individual/title grouping shall apply for the life of the project. The following is a summary of the fees to be paid on a time and materials basis for the not-to-exceed amount of \$XX,XXX.

Security Cameras	\$XX,XXX
Meshed Wireless Network	\$XX,XXX
Data Cabling Upgrade	\$XX,XXX
Total:	\$XX,XXX

APPENDIX THREE

SCHEDULE FOR COMPLETION

The Contract term shall not exceed 365 days from Notice to Proceed. Tasks and milestones shall be completed and delivered in accordance with the Scope of Work detailed in Appendix One.

APPENDIX FOUR

INSURANCE REQUIREMENTS

To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Carpinteria Valley Water District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Carpinteria Valley Water District's sole negligence or willful acts.

Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Carpinteria Valley Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Carpinteria Valley Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Carpinteria Valley Water District has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (Also known as Errors & Omission – *Technology Exposure – see pg. 3 Other Considerations) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Carpinteria Valley Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Carpinteria Valley Water District.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Carpinteria Valley Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Carpinteria Valley Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Carpinteria Valley Water District its directors, officers, employees and authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Carpinteria Valley Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Carpinteria Valley Water District. The Carpinteria Valley Water District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Carpinteria Valley Water District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Carpinteria Valley Water District.

Verification of Coverage – Consultant shall furnish the Carpinteria Valley Water District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be

received and approved by the Carpinteria Valley Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Carpinteria Valley Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Carpinteria Valley Water District its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

Other Contractual considerations:

Professional Services – Professional Liability coverage is normally required if the Consultant is providing a professional service regulated by the state (Examples of service providers regulated by the state are insurance agents, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or JPIA Member Services.

If Technology Vendor Provider - include:

Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.