

**REQUEST FOR PROPOSAL (RFP)
LOS OSOS COMMUNITY SERVICES DISTRICT'S
STATION 15 BUILDING CONDITION ASSESSMENT**

The Los Osos Community Services District (hereafter referred to as "District") seeks proposals from a California licensed Architect, Structural Engineer, Mechanical Engineer, or Electrical Engineer (hereafter referred to as "Consultants") to provide a building condition assessment report (hereafter referred to "Assessment") for the District's Fire Station 15 (Station) to determine the functional adequacy of the primary facilities in the short- and long-term future. Qualified consultants are being requested to provide a proposal addressing the scope (Attachment A) and needs of this Project described herein.

The assessment must provide a consistent and comprehensive survey of the Station that identifies the current state of the building and components, particularly with respect to safety, energy efficiency and current building codes, and provides information on the lifecycle and useful remaining life of the building, building elements and systems, identifies and prioritizes major maintenance deficiencies, and provides cost estimates to repair or replace deficiencies.

The objectives of the assessment are to:

- A. Identify any major defects or deficiencies in the Station.
- B. Provide a basis for forecasting funding requirements for capital improvement planning over the next 10 years.
- C. Provide a baseline for setting priorities for the maintenance, repair, enhancement or replacement of the Station and its component systems.

PROPOSAL REQUIREMENTS

Proposal Due Date: October 18, 2022 (3:00 PST). Any proposals received after this date/time will be returned to the proposer un-opened. It shall be the proposers' responsibility to verify and confirm receipt of the proposals by the specified due date and time.

Pre-Proposal Meeting: A non-mandatory pre-proposal meeting is scheduled for **Wednesday, September 20, 2022, at 10 am** at the Station 15 located at 2315 Bayview Heights Drive, Los Osos, California. Proposers may contact Steve Tanaka, Wallace Group, at 805-441-2293, stevent@wallacegroup.us, for additional information.

Proposal Delivery Location: Los Osos Community Services District, address, Los Osos, CA Zip. All proposals shall be in sealed envelopes, with a label containing 2122 9th Street, Suite 102, Los Osos, CA 93402. Proposal shall include Proposal Title, name of firm proposing, and proposal due date and time. **SUBMIT PROPOSED FEES IN A SEPARATE SEALED ENVELOPE WITHIN THE MAIN SEALED PROPOSAL ENVELOPE.**

Number of Copies of proposal to be Provided: 2 hard copies, one PDF (on thumb drive or CD, exclude fees from the electronic copy).

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Proposal Rejection or Withdrawal. Late proposals (submitted after the specified due date/time) shall be rejected by the District, and returned un-opened to the Proposer. The District reserves the right to accept or reject any or all proposals.

Agreement. Consultant shall review the Agreement for Services included as Attachment B, and list any exceptions desired for consideration during negotiation of services and fees for the Project. The District will consider all requests; however, reserves the right to reject any or all of Consultant's contract exceptions.

Contact: District Engineer, Steven Tanaka, Wallace Group, 805-441-2293 for details and information regarding this proposal and associated requirements.

INFORMATION AVAILABLE

Consultants are encouraged to review current limited available project-related information, posted on the District's web site, which include the 1977 building improvements plans, 1999 improvement plans, and 2005 restroom renovation plans.

INQUIRIES DURING PROPOSAL PERIOD

Consultants must direct all inquiries to the District in writing, via email, Attention: Steven Tanaka, Wallace Group, at stevent@wallacegroup.us. All inquiries will be responded to in writing, and questions and responses will be disseminated to all consultant teams for their consideration. The origination of the questions will not be disclosed. **All inquiries must be received no later than Friday, October 7, 2022 (close of business) in order to receive responses from the District.** Inquiries received after this deadline will not be considered or responded to.

ADDENDA TO RFP

Through the course of the proposal development, consultants may raise questions concerning the RFP, which may impact proposals. The District will issue addenda as necessary to further clarify the requirements and expectations of the RFP. The District reserves the right to issue addenda up to 5 business days prior to the due date of the RFP, without time extension of the RFP due date. At the time each addendum is issued, consultants shall acknowledge receipt by immediately faxing the acknowledgment form (included with the addendum) to the District.

PROPOSAL FORMAT

General. Proposals shall be prepared in accordance with the following general format specified in this section.

- **Letter of Transmittal.** Provide a brief transmittal letter (2 pages maximum) transmitting the Proposal to the District.

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- **Table of Contents.**
- **Section 1. Project Understanding and Approach.** Provide your team’s understanding and approach to the overall project. Discuss issues and concerns, and express your ideas and methodology on how best to approach and execute the project.
- **Section 2. Project Team/Qualifications.** Provide organization chart showing the proposed team, team organization/lines of communication, and team member qualifications germane to this project. Clearly state your proposed project manager and corresponding qualifications. Include all subconsultants as part of the proposed team, describe their corresponding qualifications germane to the Project, and your past working relationships with each subconsultant. Full resumes shall be placed in Appendix A.
- **Section 3. Relevant Project Experience.** Provide your team’s relevant project experience as it relates to the nature of this project, including the experience of proposed subconsultants. Include projects of similar nature, magnitude and complexity to this project. Provide the year(s) the Work was performed, and identify key team members and their roles on the project. Projects listed should be specifically relevant to key aspects of the District’s Project. Provide three references for projects/project experience described in this Section. At least one of these references must be for a project managed by the proposed Project Manager.
- **Section 4. Scope of Services/Contract Exceptions.** Provide a detailed scope of services for the project, embellishing upon the Project Scope outlined in Attachment A. Provide a subsection for any proposed exceptions to the District’s Agreement for Services included in Attachment B.
- **Section 5. Project Schedule.** Provide a detailed project schedule, in graphic format, along with written explanation of assumptions, or specific details, issues or concerns regarding the proposed schedule. Show graphically and clearly indicate all schedule components, those schedule items for District and San Luis Obispo County Fire review, and other items as deemed necessary. Include in the schedule all anticipated time allotments for agency reviews, public participation, and other schedule provisions. Clearly state all assumptions and basis for the proposed schedule.

SEALED ENVELOPE - FEES. Provide one sealed envelope containing Consultant's proposed fees, and proposed rate schedule. The project award schedule is as follows:

Item	Date
Proposal Due	10/18/22
District Review of Proposals	10/19/22 to 10/24/22
District Recommendation of Selected Firm	10/25/22
Board Meeting to Award Contract	11/03/22

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Consultant Notice of Contract Award	11/04/22
Contract Negotiation/Notice to Proceed	11/15/22

PROPOSAL RANKING CRITERIA AND AWARD

Proposals will be ranked by the District based on established ranking criteria. The value of each criterion is stated immediately following each criterion. Criteria and relative “point” values are as follows:

- Project Understanding and Approach, 30 points
- Team qualifications, 25 points
- Project Schedule, 20 points
- Responsiveness to RFQ, 20 points
- Local Presence, 5 points

All proposals will be ranked on these criteria, and the most qualified firm will be chosen. The District may choose to conduct interviews for this process, and will notify consultants to schedule such interviews should they be conducted. Upon selection of recommended Consultant, the District will open sealed envelopes with fees and begin the negotiation process with selected Consultant. Upon successful negotiation of fees with Staff, the Agreement and fees will require Board approval prior to issuance of notice of contract award. Should the District and Consultant not successfully negotiate contract fees, the District reserves the right to continue negotiations with the next most qualified consultant team.

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Attachment A

Project Description and Scope of Services

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This Attachment A includes project description/statement of work, outline scope of services. Selected Consultant team must have demonstrated experience with structural, mechanical, plumbing and electrical evaluation of buildings of the comparable size, construction type and function. Provide evidence of experience with the following:

Key Factors in Building Assessment/Evaluation:

- Building physical/structural evaluation, compliance with current building code(s), need for repairs, retrofit to maintain building in safe condition for occupancy and meeting current building/seismic code.
- Mechanical/HVAC systems evaluation, physical condition, energy efficiency of equipment and building insulation/materials, and need for replacement, update, repairs.
- Electrical system assessment/evaluation, compliance with current electrical code(s), energy efficiency, need for repairs, backup generation capabilities, retrofit and modernization to maintain building safe for occupancy.
- Plumbing system assessment/evaluation, compliance with current plumbing code(s).

Project Background

The District has been contracting with CAL FIRE/San Luis Obispo County Fire Department for emergency services since October 2004, and owns the building that CAL FIRE/San Luis Obispo County occupies. The Station 15-South Bay building is located at 2315 Bayview Heights Drive in Los Osos. The building was originally constructed in the 1960's and was added onto in the 1970's. There have been some remodel and maintenance work performed on the building over the years but an assessment as described in this RFP has never been performed. The District plans on including the assessment in an Emergency Services Strategic Plan which will help identify future capital projects and associated costs.

SCOPE OF SERVICES

The Consultant will complete field data collection and condition assessment of all major building systems, including HVAC, roofing, electrical, plumbing, building envelope and structural systems.

Specifically, the assessment will focus on the following components:

- 1) **Heating and Ventilation Systems**; identify the heating and ventilation systems and assess overall condition.
- 2) **Roofing System**; identify the material roof systems, including roof type, reported age, slope, drainage, or any unusual roofing conditions. Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks.

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- 3) **Electrical System;** identify the electrical service provided, the distribution system at the subject property, internal condition of the electrical system and emergency backup generation capability.
- 4) **Plumbing;** identify the material plumbing systems at the subject property, including domestic water supply, domestic hot water production, sanitary sewer, primary backflow preventer or any special or unusual plumbing systems (such as fuel systems, gas systems). Provide current condition assessment and future life cycle estimation using equipment such as optical internal pipe assessment technology or other means.
- 5) **Building Envelope;** identify the material elements of the building exterior, to include walls, doors, windows, and fire exits. This will also include the façade, curtain-wall systems, glazing and exterior sealant.
- 6) **Structural Components;** evaluate the footings, foundations, slabs, columns, floor framing system, and roof framing system as part of the structural inspection for soundness. Observations will be subject to grade and visibility of components. Assess for resiliency to maintain operation during extreme events (250 year maximum) and ability to maintain immediate availability during and after such event. This is to be a visual inspection only and no structural testing of components or materials will be undertaken.

The Consultant team shall be led by a Project Manager that is a California licensed Architect, Structural Engineer, Mechanical Engineer, or Electrical Engineer. The entire team shall have same licensed individuals to address each discipline area described.

The scope shall also include, but not be limited to, identifying all required permits and approvals from governing agencies. Perform the necessary assessments/evaluations, prepare a technical report for review and approval by the District and Cal-Fire, and prepare budgetary estimates of hard and soft costs for the recommended improvements contained in the technical report.

Consultant shall budget for one in-person kickoff meeting with District/San Luis Obispo County Fire, field review of the building, two follow up virtual or in-person meetings with District/San Luis Obispo County fire, presentation of the results to the District Board.

Deliverables:

PDF copies of emails, correspondence and meeting minutes/agendas, correspondence with utility agencies

PDF draft and final technical report, including cost estimates requested.

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ATTACHMENT B

LOS OSOS CSD STANDARD AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made and effective as of _____, 2022 (the "Effective Date"), between _____ ("Consultant"), and the **LOS OSOS COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California ("District"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain in effect from through _____ ("Term").

2. SERVICES

Consultant shall perform the tasks described in Consultant's proposal for _____ (the "Proposal") attached hereto as Exhibit A and incorporated herein by this reference. To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

District's General Manager shall represent District in all matters pertaining to the administration of this Agreement. _____, will represent Consultant in all matters pertaining to the administration of this Agreement.

5. PAYMENT

The District agrees to pay Consultant in accordance with the Proposal set forth in Exhibit A. Consultant agrees that in no event will the total amount of money paid to Consultant for services contemplated by this Agreement exceed the sum of _____ Dollars (\$_____.00), unless otherwise first approved in writing by the District. Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District General Manager or its delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, the District General Manager shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement if agreed upon in the Project Scope of Services. If the scope of services includes Consultant's assistance in applying for governmental or regulatory permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

(f) The Consultant, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of The District to comply with this Section.

9. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, electronic files designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant.

10. **INDEMNIFICATION**

(a) Consultant shall hold harmless and indemnify, including the cost to defend (with legal counsel acceptable to the District), the District, and its respective principals,

directors, officers, agents, and employees from and against all claims, loss, liability, suits and damages, including attorney's fees, that arise out of, pertain to, or relate to Consultant's negligence, recklessness or willful misconduct in connection with the performance of Consultant's obligations under this Agreement, or that of Consultant's sub-consultants, agents or employees (or any entity or individual for which Consultant bears legal liability).

(b) Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. District's failure to monitor compliance with this requirement imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) Without affecting any of the rights of District under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of District.

11. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and incorporated herein as though set forth in full.

12. **WORKERS' COMPENSATION AND OTHER EMPLOYEE BENEFITS**

District and Consultant intend and agree that Consultant is an independent contractor of District and agree that Consultant and Consultant's employees and agents have no right to Workers' Compensation and other District -sponsored employee benefits. Consultant agrees to provide Workers' Compensation and other employee benefits, where required by law, for Consultant's employees and agents. Consultant agrees to hold harmless and indemnify District for any and all claims arising out of any claim for injury, disability, or death of Consultant and any of Consultant's employees or agents.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District General Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at

depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District and District shall notify Consultant either parties officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. District and Consultant retain the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Ron Munds, General Manager
Los Osos Community Services District
2122 9th St
Los Osos, CA 93402

With a copy to: Jeffrey A. Minnery, District Counsel
Adamski Moroski Madden Cumberland & Green, LLP
P.O. Box 3835
San Luis Obispo, CA 93403

To Consultant:

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Proper venue for any litigation concerning this Agreement shall be in the County of San Luis Obispo.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

23. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

25. **LITIGATION**

In the event District desires Consultant to prepare for or appear in litigation on behalf of District, and Consultant agrees to perform said services, other than herein specified, District shall pay Consultant the usual and customary fees charged by Consultant for such services, and Consultant agrees to perform said services.

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

**LOS OSOS
COMMUNITY SERVICES DISTRICT**

By: _____

By: _____

Attest:

Its: _____

Approved As To Form:

Jeffrey A. Minnery, District Counsel

Attachments:
Exhibit A- Consultant's Proposal
Exhibit B- Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject

to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1 Million per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make

any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors who are brought onto or involved in the project by Consultant will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will review and terminate any subcontract consultant has with a subconsultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage for the duration of the project.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any party directly under contract with the Consultant and involved in the portion of the project under control of the Consultant reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall

be no recourse against District for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.