



City of Imperial  
Public Services Department

# Reservoir Inspection Services

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Request for Proposal  
P08-2020

*Project Funded by: City Funds*

Point of Contact:  
Public Services Department  
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## **ATTACHMENT A**

### **CITY OF IMPERIAL REQUEST FOR PROPOSALS FOR RESERVIOR INSPECTION SERVICES**

NOTICE IS HEREBY GIVEN that the City of Imperial, acting by and through its CITY COUNCIL, hereinafter referred to as the “CITY”, will receive up to, but no later 1:00 p.m. on Thursday, August 20, 2020, PROPOSALS for negotiation and award of a contract concerning Reservoir Inspection Services.

To be considered, one original and three copies of PROPOSALS must be received in the office of the CITY CLERK, 420 South Imperial, CA, California, 92251, Attention: Debra Jackson, City Clerk, by the time specified above.

It is the CITY’s intention to select the Contractor whose proposal is deemed to be most advantageous to the CITY in accordance with the evaluation criteria set forth in this Request for Proposals. The Public Services Department will review and score the proposals and recommend the most responsive and responsible services to receive the contract award. City staff recommendation will be forwarded to the IMPERIAL CITY COUNCIL for final determination.

Each proposal must conform and be responsive to the City of Imperial’s Governing Agreement, a copy of which is attached as Attachment D. This Governing Agreement may also be obtained at City Of Imperial City Hall located at 420 South Imperial Avenue, Imperial CA 92251.

The CITY reserves the right to reject any or all PROPOSALS, or to waive any irregularities or informalities in any qualifications or in the selection process. Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Owned Businesses (VOB) are encouraged to participate.

Questions concerning the proposal should be directed to Debra Jackson, City Clerk, with the City of Imperial at (760) 355-3334 or via email: [cityclerk@cityofimperial.org](mailto:cityclerk@cityofimperial.org).

**ATTACHMENT B**  
**INFORMATION FOR PROPOSERS**

**1.0 PURPOSE**

The CITY, through the Public Services Department, is soliciting competitive proposals from qualified experienced individuals or contractor to provide Reservoir Inspection Services funded by City funds. Final selection of individual or contractor will be contingent upon approval from the Imperial City Council. All communications relating to this RFP must be directed to the contact person named above and only through email or written correspondence. Any other forms of communications between a respondent and CITY's staff concerning this RFP are prohibited. In no instance is a respondent to discuss cost information, quality of responses, names of additional respondents, or any other information requested by or contained in a proposal with the point of contact or any other staff prior to proposal evaluation. Failure to comply with this section may result in CITY's disqualification of the proposal. The respondent is responsible for ensuring the response is received before the deadline. The CITY will accept proposals via personal delivery and United States Postal Service or other delivery services such as FedEx or United Parcel Service. CITY assumes no responsibility for lost or misrouted mail. The term of the Agreement for services will be for the duration of the Reservoir Inspection Services.

Quotation must be made on the attached Quotation Form (Appendix #2) included in this Request for Quotation's, and all requested attachments must be submitted with the completed Quotation Form. Failure to comply with all requirements may result in a determination that the bidder is non-responsive.

Contractor shall field verify all reservoir dimensions identified in the specifications (Appendix 1) and shall provide inspection and cleaning services, as necessary for actual reservoir sized for reservoirs.

Vendor shall provide quotes for inspection services, cleaning services, and minor repairs as set forth on Attachment C.

**2.0 CALENDAR OF EVENTS**

|     |  |                   |
|-----|--|-------------------|
|     | RFP issued   | July 30, 2020     |
| 2.2 | Package, References, and other documentation must be received by the City no later than 1:00 p.m. on | August 20, 2020   |
| 2.3 | City Council Award Proposal  | September 2, 2020 |

### 3.0 SCOPE OF SERVICES

The Contractor will perform these services under the supervision and direction of the Public Services Director. The CITY wishes to contract with an individual or contractor for the duration of the Reservoir Inspection Services.

Furnish services for visual video inspection, cleaning, and minor repairs of (3) water storage reservoir(s) using certified commercial divers trained in potable water operations and reservoir inspection practices. Work shall include cleaning of accumulated bottom sediment and removal of any debris prior to performing the specified video inspection(s), and if applicable, making minor coating repairs. Specific work to be performed is set for the on the attached List of Materials Quotation sheet (Appendix #2) and the associated Project Specification Section 09911 (Attachment C). Reservoirs to be inspected are located in the City's service area within the City of Imperial, CA.

All items shall include a price breakdown which includes the following minimum components:

Reservoir Inspection Fee  
Reservoir Cleaning Fee  
Inspection Report Preparation Fee  
Minor Repair Fee

Contractor shall include a breakdown of specific Payment Term Requirements. Contractor may also provide any special payment options (offers) for consideration by the City Staff.

#### Specific Services

I. All items must be bid

#### Required Project Services Schedule

All services as indicated hereafter shall be performed at a specific date and time to be decided by the City Staff during the calendar year 2020. City Staff anticipates the project award will be made within 15-60 calendar days of receipt of quotations. Quotations shall be valid for 60 calendar days subsequent to the quotation submittal date.

### 4.0 MANDATORY REQUIREMENTS FOR ALL PROPOSALS

4.1 All proposals must demonstrate that the contractor has a willingness and ability to comply with all documents, including but not limited to, the Governing Agreement identified as Attachment D.

4.2 All proposals must be accompanied with the name(s), title(s) and resume(s) of the individual(s) who will be performing the services should the contract be awarded.

4.3 All contractors submitting proposals shall include with their proposals at least three (3) <sup>5</sup> current references, including name, address, and telephone number.

## 5.0 CONTRACT TERMS AND CONDITIONS

Please refer to Attachment D, Governing Agreement. Attachment D is the form of agreement that the selected party will be expected to sign. The City reserved the right to amend agreement to include different t

## 6.0 PREPARATION OF PROPOSAL

All statements of proposals must include an original and three copies to be submitted in envelopes bearing on the outside the name of the individual or contractor, address, and the title of the RFP for which the qualifications are being submitted. It is the sole responsibility of respondent to ensure that proposals are received by the CITY in the proper time. Any proposals received after the scheduled closing time for receipt will be returned to the individual or firm unopened. Proposals are not accepted via facsimile, email or other electronic delivery methods and telegraph. Accepted methods of delivery are via personal delivery and United States Postal Service or other delivery services such as FedEx or United Parcel Service.

## 7.0 SIGNATURE

The statement of qualifications document or any modification must be signed in the name of the individual and must bear the original signature of the person or persons authorized to sign the proposal.

## 8.0 MODIFICATIONS

Any modification of any proposals submitted must be in writing and received by CITY prior to the closing time for proposals. Modifications may be submitted by personal delivery and United States Postal Service or other delivery services such as FedEx or United Parcel Service. Any qualifications or modifications received after the scheduled closing time for receipt of statement of qualifications will be returned to the consultant unopened.

## 9.0 ERASURES

Proposals submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by putting in the margin immediately opposite the correction the surname or surnames of the person or persons signing the statement of qualifications.

## 10.0 WITHDRAWAL OF PROPOSALS

Respondents may withdraw their proposals either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

## 11.0 PROPOSAL ELEMENTS

Proposals must address each of the elements in this section.

## 12.0 Statement of Qualifications

- a. Relevant Experience: All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state. Include the names, addresses and phone numbers of contact persons for several contracts for which you have performed services as solicited in this RFP.
- b. Relevant Education: Applicant's demonstration of certification and training required to perform services.
- c. Responsiveness to Project Requirements: Applicant's demonstrated success in completing projects on time and responsiveness to meeting changing requirements. Attentiveness to and compliance with RFP instructions, interview requirements, and other aspects of the selection process will be considered as an indication of responsiveness.
- d. A brief statement of your policy regarding affirmative action.
  - a. The Appraiser shall carry not less than the following insurance and shall provide verification to the CITY upon request:
  - b.
    1. Professional Liability Insurance: Errors and Omissions Insurance in an amount of at least \$1,000,000 single limit coverage, covering all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.
    2. General Liability Insurance: General Liability Insurance in an amount of at least \$1,000,000, single limit coverage, covering all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.
    3. Worker's Compensation: Worker's Compensation Coverage in full compliance with California statutory requirements for all personnel employed by the Consultant in the capacity of acting as an Agent of the municipality.
    4. Automobile Liability Insurance: Automobile Liability Insurance in an amount of at least \$1,000,000 combined single limit coverage including owned, non-owned and hired vehicles.

## 13.0 Proposed Scope of Work

A prospective Contractor should indicate an understanding of the requested services as described in Section 3, Scope of Services, and describe how it proposes to service the CITY in these aspects.

#### 14.0 Project Personnel and Their Availability

Provide resume(s) of the key personnel who would be assigned to perform the services as described. Indicate status of each person's relationship to your firm, whether an employee, partner, subcontractor, or other contractual agreement. The statement should also identify for each member of the project team, their area of expertise, role in the project, and experience with similar or related projects.

Qualified personnel shall perform all services and shall maintain all necessary certificates and licenses required to perform such services

Except when, and if, the workload demands otherwise, all services shall be conducted within the business hours of 6:00 a.m. to 4:00 p.m., Monday through Friday

#### Cost of Proposed Services

The cost of the Reservoir Inspection Services shall be based on the fee schedule proposed and work authorized. Describe your proposed fee schedule for determining the cost of the requested services for the term of the contract. Billing for the services shall be submitted to the Public Services Department.

#### Time

Subject to any limitations stated in this proposal, the specified Reservoir Inspection Services shall be completed and delivered to the City Hall, City Clerk's Office within 10 calendar days after written authorization to proceed is received, barring circumstances beyond the Contractor's control that force a delay. In such instance, the Contractor will inform the Public Service's Director of the cause of such delay.

#### Protection of Property

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Contractor's entry.

#### 15.0 SELECTION PROCESS

The City of Imperial will review the qualifications based on the selection criteria and 100-point scale as follows:

|    |  |                        |
|----|--|------------------------|
| 1. | General firm and individual experience:  | 10 points              |
| 2. | Specific experience as it pertains to Reservoir Inspection Services and/or other similar Imperial County local projects: | 20 points              |
| 3. | Specific experience as it pertains to the Scope of Work above mentioned in Item 3.0:                                     | 20 points <sup>8</sup> |

|    |  |            |
|----|--|------------|
| 4. | Capacity to perform the Scope of Work and ability to conclude the work in a timely manner: | 15 points  |
| 5. | Quality of staff and their availability:   | 15 points  |
| 6. | Overall quality of qualifications, especially thoroughness:                                | 5 points   |
| 7. | Cost of Services   | 15 points  |
|    | TOTAL VALUE:   | 100 points |

Additional questions may be asked to respondents and formal interviews may be conducted as well. Respondents will be notified of any additional required information or interviews after written proposals have been evaluated. The CITY reserves the right to reject any and all qualifications submitted; to request clarification of services submitted; to request additional information; and to waive any irregularity in the qualifications and review process, as long as CITY procedures remain consistent.

#### 16.0 PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE PROPOSALS

No party submitting a proposal who is permitted to withdraw a proposal shall, for compensation, perform any subcontract or other service for the person or contractor to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

#### 17.0 FEDERAL REGULATIONS

##### Affirmative Action

The work to be performed under this contract is on a project funded by City Funds. CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority- and women-owned and operated businesses are encouraged to apply.

Federal Terms and Conditions During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

##### A. Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department

of Labor regulations (41 CFR Chapter 60).

2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provision of the nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) 10 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section

204 of Executive Order N. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States or enter into such litigation to protect the interests of the United States.

8. The contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of the Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he/she has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent of behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or 11 prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds

of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provision of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set fourth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the forgoing provision to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - e. Using the Services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

C. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

supplemented in Department of Labor regulations (29 CFR Part 3).

D. Compliance with Labor Standard Provisions

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

E. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR Part 5, construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

F. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the CITY and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the CITY.

G. Requirements and Regulations Pertaining to Reporting

The CITY, State, and the Comptroller General of the United States of any of their duly authorized representatives shall be granted access to any books, documents, papers and recorders of Contractor which are directly pertinent the contract.

H. Compliance with Clean Air Act and Clean Water Act

3. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)).
4. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
5. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

I. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency with are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the

bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements:

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder request subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, and summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.
6. To find a D/M/WBE certified firm, you may call (916) 455-3520, go online to: <http://www.dot.ca.gov/hq.bep>, or via email at: D/M/WBE Caltrans-Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

**ATTACHMENT C**  
**SECTION 09911**  
**IN-SERVICE CLEANING AND INSPECTION**  
**OF POTABLE WATER STORAGE**  
**RESERVOIRS USING COMMERCIAL**  
**DIVERS**  
**PART 1 – GENERAL**

1.01.1 PROJECT SCOPE

The Work of this Section includes all labor, machinery, construction equipment and materials to provide the services necessary to perform in-service cleaning, inspection of potable water storage reservoirs using commercial divers, and performance of minor repairs. The Contractor shall furnish all labor, materials, equipment, insurance, training, and certifications necessary to complete the specified services.

The main purpose of this project is to perform sediment removal and a comprehensive evaluation of the interior and exterior condition of the reservoir(s). The objective of the project is to provide the City of Imperial (City) with detailed information and recommendations to maximize the serviceable life of each tank and provide information for possible modifications and/or repairs to improve operational effectiveness.

All inspections and cleaning service are to be conducted with the tank full or partially full and in service. Water levels cannot be controlled for these services.

Specific work to be performed includes cleaning of accumulated bottom sediment, removal of any debris and the visual and video inspection of the three (3) domestic water storage reservoirs set forth in Appendix 1 located at the end of this Section utilizing certified commercial divers trained in cleaning and inspection of potable water reservoirs. It is the intent of the City of Imperial to utilize the reported inspection findings for documentation of routine preventative maintenance on the listed reservoirs. This specification requires specific documentation as detailed herein.

The cleaning and inspection services shall be performed while the reservoirs are in service without causing disruption to the City's well pumping and booster facilities and the City's transmission facilities. Specifically, the City will **not** have to make arrangements for:

1. Additional utility personnel or equipment - (i.e. pressure relief valves, scaffolding, high pressure hoses, etc.)
2. Special scheduling - no interruption of existing facilities operation
3. Traditional OSHA and CALOSHA Confined Space compliance requirements  
for drained reservoirs
4. Additional disinfection procedures (See AWWA C652)
5. Down time or bypassing reservoir

The Vendor shall provide high quality color digital video inspection of 100% of all internal surfaces, including the roof and roof support structure. The Video from the underwater camera shall be narrated. The inspector shall be able to remove coatings and corrosion products on the internal submerged surfaces for direct examination of metal loss, pit depth, and coating failure.

## 1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARD STANDARDS

The commercial diving contractor's personnel shall be trained, certified, and adhere to the following applicable regulatory requirements and standards:

### **A. Regulatory Compliance:**

- OSHA 1910.401 (A)(2)(iv)(B)- Federal OSHA-Commercial Diving Standards
- OSHA 1910.00 (g)(t) - Federal OSHA- Commercial Diving Operations
- OSHA 1910.00-Federal OSHA- Safety and Health Standards
- OSHA 1910.146 - Federal OSHA - Permit Required Confined Space Regulations
- CAL OSHA Title 8, Gr. 26/152 Sec. 6050-6063 - California OSHA

Commercial Diving Standards

- CAL OSHA Title 8, Chap. 4/Art. 108 Sec. 5156-5159 - California

OSHA Confined Space Standards

- NIOSH 87-113 National Institute for Occupational Health and Safety-

Confined Air Spaces Regulations

- ANSI/ADA 01-1993 -American National Standards Institute - Commercial

Diver Training & Certification Standards

### **B. AWWA Standards**

- D100-96: Welded Steel Tanks for Water Storage
- D102-03: Coating Steel Water Storage Tanks
- D103-97: Factory Coated Bolted Steel Tanks for Water Storage
- D104-01: Automatically Controlled, Impressed Current Cathodic Protection for the Interior of Steel Water Tanks

- C652-02: Disinfection of Water Storage Facilities
- M42: Steel Water Storage Tanks
- ASTM D3359-92a (modified) - ASTM Standard - Testing of Coating Adhesion to Metallic Substrates
- ASM/NACE RPO178-91 (A,B, C) - National Association of Corrosion Engineering - Corrosion Inspection Standards
- ACI 201.1R-92 American Concrete Institute-Guide for Condition Surveys of Concrete in Service
- ACI 311.1R - American Concrete Institute - Concrete Inspector Training
- ASNT-SNT-TC-1A - American Society for Nondestructive Testing - NDT Structural Testing - Training and Certification
- ANSI/NSF-National Sanitary Foundation- Certification for Use in Potable Water Environments
- ANSI Z359. 1 - Fall Protection and Fall Prevention Requirements
- ADA-Association of Diving Contractors - Standards for Commercial Diving Operations

### C. NACE Standards

- RPO 388-2001: Impressed Current Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks
- RPO 196-96: Galvanic Anode Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks
- RPO 193-2001: External Cathodic Protection of On-Grade Carbon Steel Water Storage Tank Bottoms

### 1.03 QUALIFICATIONS

The successful Vendor shall meet the following minimum qualifications:

- Conducted at least (25) twenty-five inspections of potable water reservoirs using similar methods. All dive team members shall have a minimum five (5) years commercial diving experience in potable water facilities
- NACE Certified Coating Inspector in charge
- Field inspector must have at least (5) five years of water tank inspection experience and NACE II Coating Certification
- Experience with preparation of specifications for tank rehabilitation and Lead paint removal
- The proposal shall contain project reference for at least five (5) recent projects and the resume of the field inspector and report preparer. Reports must be prepared by a NACE Certified Coating Inspector

#### 1.03A NSFGI

- All components used to repair and disinfection that come in contact with water shall be NSFGI section 64591 of Title 22 approved

F. All equipment entering water must be disinfected in accordance with AWWA C652 standard for potable water tank diving and disinfection of equipment

1.04 GENERAL WATER DIVING  
SPECIFICATIONS Specifications for Potable Water  
Diving Operations

A. All diving operations to be conducted by certified commercial divers who are ACDE cardholders. Alternatively, divers who have completed specialized military training i.e., Navy 1st or 2nd Class Dive Courses or Master dive School shall also qualify.

B. All diving operations shall be conducted with surface-supplied commercial grade diving equipment, including compressor (or compressed air bottle storage system), volume tank, air control system filter system and pneumofathometer. The air source shall have been tested, within the past 180 days, for oil mist and other contaminants, in accordance with OSHA29 CFR

C. Divers shall have full time *voice communication capability* with surface personnel

D. As a minimum, the Dive Team will comply with all Federal, State and Local regulations and shall have an Injury and Illness Prevention Program (IIPP) available at each dive location

E. All diving operations shall conducted utilizing a totally encapsulated diving dress, including diver hardhat with sealed neck dam, and a vulcanized rubber dry suit; in good repair. A band mask shall be specifically prohibited, for any instance but in an emergency situation.

F. The diver hard hat shall be equipped with operating voice communication to the surface, and the diver umbilical shall consist of at minimum, the following: Diver air hose, pneumofathometer, dive diver communication cable, video cable and high intensity lighting power cable.

G. The dive team shall consist of no less than a three-person team (Diver, Tender & Dive Supervisor). All of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, O2 Administrator Card, as well as a complete diver physical within the previous 24 months.

H. All diver equipment and any other equipment introduced into the reservoir shall be dedicated for potable water operations, and further, shall be disinfected with no less than a 200 ppm chlorine scrub/spray prior to entry into the reservoir or clear well.

I. Underwater welding is not permitted in potable water reservoirs unless the reservoir is isolated from the system and the water is drained to waste following the welding procedures.

J. Dive inspection vendor shall have available for examination, the following documentation: Copy of Standards and Procedures Manual, Safe Practices Manual, Diver

Logbooks, and the latest Air Testing Reports.

K. Dive team shall be equipped with live color video with live voice recording (and associated lighting system) between diver and surface team, to allow for real-time surface monitoring of all diving activities and findings, as well as quality-control of the complete work.

L. Digital underwater still and video camera(s) shall be used for dive inspection activities with suitable continuous and flash lighting

#### 1.05 UNDERWATER CLEANING SPECIFICATIONS

A. Based upon the results of specific reservoir inspection, specific reservoirs will require sediment removal. The final decision to clean each reservoir will be made on a case by case basis by the Owners Representative.

B. Cleaning will be conducted with the reservoir full or partially full and in operation. Bottom sediment shall be removed and disposed of on site.

C. All cleaning equipment shall be disinfected on site in accordance with AWWA C652. For the purpose of this bid, the Vendor should assume that the sediment depth.

D. Unit prices set forth in Appendix #2 shall be provided for additional sediment removal in excess of the level set forth Appendix #2

E. Water discharged from a reservoir during cleaning operations that could reach a blueline stream or waterway shall be de-chlorinated using sodium-meta-bisulphate or an equivalent approved by at no additional charge

#### 1.06 SUBMITTALS

The Vendor shall provide the following minimum project submittals:

A. Project schedule which shall include the following minimum project comments: project Start date, sediment removal, reservoir inspection, report preparation, repair procedures, and project completion must be completed and reports submitted to the City.

B. Copies of all diver certifications (Commercial Diver ACDE Card, etc.).

C. Project specific equipment to be used during performance of cleaning and inspection services, including any special project specific requirements.

D. Project inspection video, including video from underwater camera narrated on site by inspection team

E. Project report, and project inspection photographs and video. Inspection report for each tank shall include the requirements set forth under Section 3.05, hereafter.

## PART 2 - PRODUCTS

## PART 3 - EXECUTION

### 3.01 GENERAL

A. Prior to commencing work, Vendor shall inspect all work areas and conditions where work related to this specification will be performed and report any issues or concerns to the City related to the project site(s).

### 3.02 INSPECTION REQUIREMENTS

#### A. General Inspection:

- a. Sanitary conditions of tank hatches, vents, and other penetrations
- b. OSHA safety compliance of tank ladders and hatches
- c. Condition and operation of cathodic protection system (if installed at specific reservoir(s) being inspected)
- d. Non-destructive coating mil thickness test -DFT (dry film thickness) of installed coating systems. DFT sampling shall be performed on various surfaces of the reservoirs listed. Representative readings (location and findings), from accessible areas of the interior and exterior coating shall be provided in the final report.

#### B. Exterior Inspection:

- a. Corrosion of any exposed reinforcing materials
- b. Percentage of coating failure and corrosion of all exterior coated surfaces
- c. Test adhesion of exterior coatings as per ASTM D3359
- d. Measure dry film thickness of exterior coating
- e. Condition of foundation and anchors
- f. Collect external paint samples for metals analysis

#### C. Interior Inspection:

- a. Condition of concrete or steel on the interior including; approximate percent of cracking, corrosion, type of failure and locations of concentrated spalling.

- b. Corrosion of any exposed reinforcing materials

- c. Measurement of bottom sediment depths in at least eight (8) locations
- d. Collection of bottom sediment sample for analysis by the City
- e. Interior coatings shall be inspected for conditions including peeling, blistering, or other indications of loss of coating integrity. General inspection of interior coating shall include percentage of coating failure and corrosion of all interior coated surfaces. Any areas of pitting or rust, as well as any associated undercutting or migration, should be documented in the final reporting. Findings shall be graded in accordance with the applicable standards from the following agencies:
  - 1. Coatings: Society for Protective Coatings (ANSI/SSPC-Vis 2-82/ASTMD6 10-85)
  - 11. Corrosion: National Association of Corrosion Engineers (ASM/NACE PRO 178-91, A, B, C)
  - 111. Welds: American Welding Society (ANSI/AWS B1.11-88) 1v. Concrete: American Concrete Institute (ACI 201.1R-92)
- f. Representative pit and blister survey: Interior pitting depth measurements, to 10 mils accuracy, shall be reported by location and character
- g. Collect internal paint samples for metals analysis

### **3.03 CLEANING**

The contractor shall provide the procedure, labor equipment, and supplies necessary to thoroughly remove all accumulated bottom sediment and debris from each potable water storage reservoir listed at the end of this section.

All accumulated bottom sediment and debris shall be removed in a manner that does not compromise the tank integrity and/or coating system. Work shall not cause disruption to the use or quality of the water. The cleaning procedures shall not create any visible turbidity in the water column. In addition to cleaning all sediment and other materials from the floor of the reservoir, the vendor shall ensure that all sediment and other materials is removed from all wall seams, support column bases, plumbing fixtures and supports, man entries, and any other areas where the vacuum does not reach during normal floor cleaning

The total price entered on the Quotation Sheet (Appendix #2) shall be based on the removal of sediments up to the height entered into the quotation sheet, averaged over the entire floor area. Contractor's quote shall also provide a unit price, per cubic yard, for the removal of bottom sediment in excess of the sediment depth listed for each reservoir in Appendix #2.

### **3.04 REPORT**

The report shall be prepared in conjunction and approved by a NACE Certified Coating Inspector and stamped by a Registered Professional Engineer. The report shall contain at least the following minimum items for each reservoir inspected:

- A. A summary of the tank conditions and recommendations
- B. Evaluation of each tank interior and exterior coatings including recommendations
- C. 20 high resolution digital photographs (minimum) of interior and exterior surfaces with date stamp provided digitally in "jpeg" file format
- D. Detailed notes of the diver's observations and comments corresponding to each photograph
- E. Detailed recommendations for any safety, sanitary or rehabilitations requirements along with estimated costs.
- F. Electronic copy of report and support information. Report text shall be submitted in Microsoft Word and/or Excel format as well as a PDF copy of same

Reservoir Inspections 723185

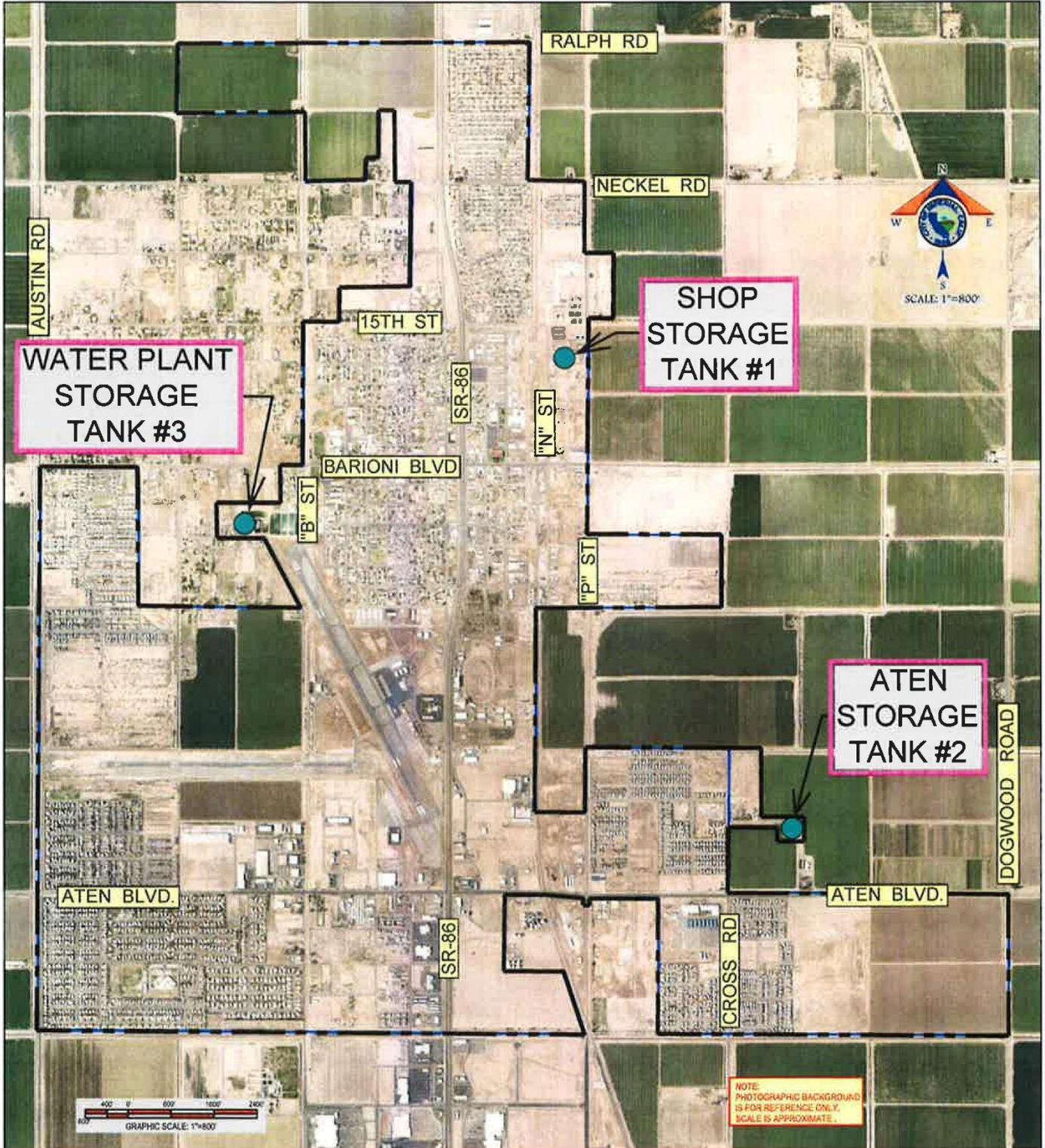
- G. Fully narrated color digital video of the internal and external inspection.

The Contractor shall provide three (3) hard copies of the report. Each copy of the report shall include a CD or DVD which includes a PDF copy of the complete report together with all photographs taken during the reservoir inspection(s) and one (1) copy of the fully narrated color video of each reservoir inspection.

- H. The report shall be completed and delivered to the city by December 1, 2020.

APPENDIX #1

MAP



**APPENDIX #2**

CITY OF IMPERIAL REQUEST FOR QUOTATIONS

PROJECT: WATER RESERVOIR CLEANING, INSPECTION, AND REPAIR

SERVICES FOR MISCELLANEOUS RESERVOIRS

| QUOTATION             |  |     |                   |      |            |             |
|-----------------------|--|-----|-------------------|------|------------|-------------|
| ITEM                  | DESCRIPTION  | QTY | DEPTH OF SEDIMENT | U/M  | UNIT PRICE | TOTAL PRICE |
| <b>RESERVOIR SHOP</b> |  |     |                   |      |            |             |
| 1                     | Inspection/Evaluation of Interior, Equipment, and Foundation, including dive inspection and video/photo survey of reservoir interior | 1   | -                 | EA   | \$ -       | \$ -        |
| 2                     | Clean Reservoir Bottom (Floor) of ¼ to ½ inch of sediment  | 1   | 0.5               | Inch | \$-        | \$-         |
| 3                     | Clean Reservoir Bottom of Additional Sediment per ¼" of Depth  | 1   | 0.25              | Inch | \$-        | \$-         |
| 4                     | Make Minor Coating Repairs (1 square foot patch area)  | 20  | -                 | SF   | \$-        | \$-         |

| <b>ATEN RESERVOIR</b> |  |    |      |      |     |      |
|-----------------------|--|----|------|------|-----|------|
| 5                     | Inspection/Evaluation of Interior, Exterior, Equipment, and Foundation, including dive inspection and video/photo survey of reservoir interior | 1  | -    | EA   | \$- | \$ - |
| 6                     | Clean Reservoir Bottom (Floor) of ¼ to ½ inch of sediment  | 1  | 0.5  | Inch | \$- | \$-  |
| 7                     | Clean Reservoir Bottom of Additional Sediment per ¼" of Depth  | 1  | 0.25 | Inch | \$- | \$-  |
| 8                     | Make Minor Coating Repairs (1 square foot patch area)  | 20 | -    | SF   | \$- | \$ - |

| <b>WATER PLANT</b> |  |    |      |      |      |      |
|--------------------|--|----|------|------|------|------|
| 9                  | Inspection/Evaluation of Interior, Exterior, Equipment, and Foundation, including dive inspection and video/photo survey of reservoir interior | 1  | -    | EA   | \$ - | \$ - |
| 10                 | Clean Reservoir Bottom (Floor) of ¼ to ½ inch of sediment  | 1  | 0.5  | Inch | \$-  | \$-  |
| 11                 | Clean Reservoir Bottom of Additional Sediment per ¼" of Depth  | 1  | 0.25 | Inch | \$-  | \$-  |
| 12                 | Make Minor Coating Repairs (1 square foot patch area)  | 20 | -    | SF   | \$-  | \$-  |

**ATTACHMENT D**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**“Reservoir Inspection Services”**

This PROFESSIONAL SERVICE AGREEMENT (“AGREEMENT”), is made and entered by and between the City of Imperial, a municipal corporation of the State of California (“Agency”) and \_\_\_\_\_ (“CONTRACTOR”).

**RECITALS**

**Whereas**, Agency desires to engage Contractor to perform certain professional services, as provided herein; and

**WHEREAS**, the Contractor is qualified and desires to accept such engagement

**Now, THEREFORE**, In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. TERM**

This AGREEMENT shall commence on \_\_\_\_ day of \_\_\_\_\_, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than \_\_\_\_\_ unless sooner terminated pursuant to the provisions of this AGREEMENT.

**II. SERVICES**

Contractor shall perform the tasks described and set forth in Attachment B, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance. To the extent that Attachment B is a proposal from Contractor, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

**III. PERFORMANCE**

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

#### **IV. AGENCY MANAGEMENT**

Agency's City Manager shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by Contractor. Agency's City Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section V hereof.

#### **V. PAYMENT**

- A. Contractor shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and Contractor at the time AGENCY's written authorization is given to Contractor for the performance of said services. The Agency Manager may approve additional work but in no event shall the total amount to be paid pursuant to this AGREEMENT exceed ten-thousand dollars (\$10,000.00) without prior approval by the Agency City Council.
- B. Contractor shall submit an invoice in an amount not to exceed \_\_\_\_\_ upon completion of Tasks called for by this AGREEMENT. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within thirty (30) days of receipt of an invoice therefore.

#### **VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY 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 AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the Contractor will submit an invoice to the AGENCY pursuant to Section V.

## **VII. DEFAULT OF CONSULTANT**

- A. The Contractor's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that Contractor is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.
- B. If the AGENCY Manager, or his designee, determines that the Contractor is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have five (5) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY 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.

## **VIII. OWNERSHIP OF DOCUMENTS**

- A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, 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 sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the Contractor. With respect to computer files, Contractor shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the services under this AGREEMENT.

## **IX. INDEMNIFICATION AND DEFENSE**

### **A. Indemnity**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subconsultants (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of services under this AGREEMENT. Contractor’s duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY’s sole or active negligence.

### **B. Duty to defend**

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, Contractor shall defend the AGENCY at Contractor’s cost or at AGENCY’s option, to reimburse AGENCY for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Contractor’s negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, Contractor will be obligated to pay for AGENCY’s defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

## **X. INSURANCE**

Contractor shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Attachment E attached to and part of this AGREEMENT.

## **XI. INDEPENDENT CONSULTANT**

A. Contractor is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this AGREEMENT. Contractor 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 AGENCY.

Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.

- A. No employee benefits shall be available to Contractor in connection with the performance of this AGREEMENT. Except for the fees paid to Contractor as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

## **XII. LEGAL RESPONSIBILITIES**

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The Contractor shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

## **XIII. UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY 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 AGENCY has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, 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 AGENCY to any and all remedies at law or in equity.

## **XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of AGENCY, 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.

## **XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by Contractor in performance of this AGREEMENT shall be considered confidential and shall not be released by Contractor without AGENCY's prior written authorization. Contractor, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, 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 AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives AGENCY notice of such court order or subpoena.
- B. Contractor shall promptly notify AGENCY should Contractor, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by Contractor. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

## **XVI. NOTICES**

Any notices 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 AGENCY:

City of Imperial  
420 South Imperial Avenue  
Imperial, CA 92251  
Attention: City Manager's Office

To Contractor: (Contractor NAME)

## **XVII. ASSIGNMENT**

The Contractor shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only Contractor shall perform the services described in this AGREEMENT. Contractor may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. Should he/she leave Contractor's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Contractor. Before retaining or contracting with any Contractor for any services under this AGREEMENT, Contractor shall provide AGENCY with the identity of the proposed Contractor, a copy of the proposed written contract between Contractor and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

## **XVIII. LICENSES**

At all times during the term of this AGREEMENT, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

## **XIX. GOVERNING LAW**

The AGENCY and Contractor 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. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

## **XX. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the

subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. 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.

**XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Contractor is bound by the contents of AGENCY's Request for Proposal, Attachment "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "D" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the Contractor's proposals. The incorporation of the Contractor's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between Contractor and/or AGENCY, unless expressly agreed to in writing.

**XXII. 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 Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

(CONTRACTOR NAME)

By:\_\_\_\_\_

City of Imperial

A Municipal Corporation

By:\_\_\_\_\_

Dennis H. Morita, City Manager

ATTEST:

\_\_\_\_\_

Debra Jackson, City Clerk

## **ATTACHMENT E**

### **INSURANCE REQUIREMENTS**

Without limiting Contractor's indemnification of AGENCY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

**Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Contractor shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

**Umbrella or excess liability insurance.** [Optional depending on limits required]. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

### **Other provisions or requirements**

**Proof of insurance.** Contractor shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Agency’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY’s own insurance or self-insurance shall be called upon to protect it as a named insured.

**Agency’s rights of enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by Contractor or AGENCY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, AGENCY may cancel this AGREEMENT.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

**Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** 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 AGENCY and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

**Timely notice of claims.** Contractor shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies. Notice to Agency not to exceed ten (10) days.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**///END OF RFP**