



PADRE DAM
Municipal Water District

**REQUEST FOR PROPOSALS FOR
ACCESS CONTROL SECURITY AND FIRE SYSTEM INSTALLATION, MONITORING
AND AS-NEEDED MAINTENANCE SERVICES**

PROPOSAL DUE

Date: June 2, 2023 Time: 2:00 pm

ELECTRONIC SUBMISSION ONLY

Introduction

Padre Dam Municipal Water District (hereinafter referred to as “District”) is requesting proposals to provide Access Control Security and Fire System Installation, Monitoring and As-Needed Maintenance Services as described in the “Scope of Work” for a period of two (2) years from the effective date of the contract unless the “not to exceed” contract amount is met, and not amended, prior to the expiration date of the contract. The District may elect to extend the agreement for one (1) additional two (2) year period on the same terms and conditions, upon providing written notice to the successful contractor prior to the expiration of the contract.

This Request for Proposal (RFP) describes the general scope of work and the quote submittal requirements. Failure to submit a proposal in accordance with the requirements of this RFP and its associated procedures may be cause for disqualification.

Background

The District provides water, wastewater, recycled water and recreation services to 100,000 residents in the city of Santee, and portions of San Diego County in unincorporated communities such as El Cajon, Lakeside, Flinn Springs, Harbison Canyon, Blossom Valley, Alpine, Dehesa and Crest. The District is public agency with policies and procedures directed by an elected five-member Board of Directors. The District imports 100% of its treated water supply and treats two million gallons per day (MGD) of wastewater at our Water Recycling Facility.

The District intends to contract with a company that possesses the appropriate experience, skills, resources, and reputation to provide responsive Security and Fire System Monitoring and related As-Needed Maintenance Services at the following District facilities:

1. Customer Service Center - 9300 Fanita Parkway, Santee, CA 92071
2. Operations Buildings (Building “A, B, C, and D”) - 9120 Carlton Oaks Drive Santee, CA 92071
3. Chocolate Summit Reservoir- 9790 Chocolate Summit Drive, Alpine, CA 91901

SCOPE OF WORK

The District intends to contract for the services of a licensed alarm company holding California C-7 and C-10 licenses and also licensed by the Bureau of Security and Investigative Services (BSIS) to provide **Access Control Security and Fire System Installation Monitoring and As-Needed Maintenance Services** to ensure safe and secure facilities for employees and customers doing business with the District. Prospective Contractors must provide to the District that they are qualified, fully equipped and capable to fulfill and abide by the requirements listed herein. Proposals will only be accepted from firms that have service, administration and warehouse facilities located within 50 miles from the District and alarm monitoring call centers based in the United States. Quality of work is paramount and the District will hold the Contractor responsible for delivering appropriate levels of service. The Scope of Work may include, but is not limited to, the following key elements:

- System specifications
Digital monitoring products (DMP) have been identified for access control, security and fire system, with Digital keypad as the mobile platform.

- Vendor will be responsible for the installation, maintenance and monitoring of the access control, security and Fire system located at the District facilities as outlined in Exhibits A-F.
- Vendor to inspect and test existing intrusion, access control and fire related devices to remain. Any device not functioning or not required in the new system shall be removed or replaced as part of the SOW.
- Prior to installation the selected bidder will provide the District with device layout drawings (including conduit and cable routing), point to point diagrams installation details, installation manuals and product data sheets for all systems and devices provided by the bidder. **This is not required for the RFP submittal.**
- Vendor is responsible for the setup, transfer and testing of all new and existing devices.
- It is intended that the vendor work with District staff to create user groups, employee profiles, access levels and create schedules.
- Vendor is to provide training for select District employees which will include: Training classes, training documents (PDF and hardcopy) and operations and maintenance manuals.
- Vendor to provide 24-hour monitoring of Burglar system, fire system and Hold Up alarms.
- Vendor shall provide 24-hour emergency response time for issues with software, hardware and equipment.
- Vendor shall provide 48-hour response time for non-emergency issues.
- Vendor to preform annual test, inspection and maintenance of Security, Access control System and related components.
- Vendor to preform quarterly fire system test, inspection and maintenance.
- Vendor shall provide updated software versions after verified for compliance with equipment and devices.

The successful vendor will be required to furnish the District with a Performance Bond equal to 100% of the successful proposal, and a Payment Bond equal to 100% of the successful proposal, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Proposal Requirements

Proposals shall be concise, well organized, and shall demonstrate the responder's qualifications and experience applicable to the service(s) as defined in the Scope of Work. The proposal shall contain the following information:

1. **Identification of the Responder.** The proposal shall include the following: the legal business name, address, and the form of the company (sole proprietor, partnership, corporation, joint venture, etc.). If the company is a wholly-owned subsidiary of a parent company, the parent company must be identified. Include the number of years the company has been in business, how long it has maintained an office in San Diego County and the name, title, address, email, and telephone number of the person to contact regarding the proposal (see attached Bidder's Qualification and Identification of Responder Form).

2. **Experience and Technical Competence.** Please describe the company's experience in providing similar services as those described in the Scope of Work. Include three current references of similar work performed in the San Diego County area. Please include the references' contact information, including business/company name and address, name of a contact person and phone number (see attached form). Please also provide the name of any governmental agency your company has provided service to in the last three years.
3. **Subcontractors.** If subcontracted services are to be provided, please include the subcontractor's name, business address, license number, class codes(s), and what specific service(s) they will provide.
4. **Proof of Insurance.** If selected, provide proof of insurance per attached District requirements. See sample agreement attached.
5. **Sample Agreement Review.** Review the attached sample agreement, "AGREEMENT FOR ACCESS CONTROL SECURITY AND FIRE SYSTEM INSTALLATION, MONITORING AND AS-NEEDED MAINTENANCE SERVICES."
6. **Completed Bid Sheet.** Please fill out Bid Sheet (see attached form)

NOTES: Labor and material costs are to include, overhead, and profit. The bid should include any charges for insurance policy endorsements, as applicable. Failure to provide the required information may result in a Bid submittal being deemed unresponsive and as such, the bidder may be disqualified from consideration.

Labor Code Requirements

The Director of Industrial Relations (DIR) has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Agreement which will be awarded to the successful vendor, copies of which are on file and will be made available to any interested party upon request at Padre Dam Municipal Water District, or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and any subcontractor(s), shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Agreement, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Vendor and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the DIR. In submitting a proposal, it shall be the Vendor's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Agreement and applicable law in its proposal.

Basis for Awarding Bid

District staff will evaluate all proposals submitted and recommend what they feel is the best proposal from qualified firms for the Board of Directors' selection. The evaluation will consider price, firm qualifications, experience, references and other factors considered pertinent.

Bids for services should be inclusive of all costs to provide the Access control, security and fire system installation and monitoring services as outlined and include all overhead costs and any costs for maintaining the required insurances.

Vendors must attend a mandatory pre-proposal site visit. Any vendor who does not attend the site visit described below, will be disqualified from consideration.

At such a time that the contract for services is offered, the selected vendor will be asked to furnish the District with a construction and installation schedule of deliverables as to when Exhibits A-F are to be complete.

Right to Reject Proposal

The District reserves the right to reject any and all proposals, to waive any of these procedures for submitting proposals, to waive any informality in proposals received, to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part if it is deemed in the District's best interest.

Reservations

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to produce or contract the work.

Code Standards

Work shall be completed in accordance with all State and Federal regulations, including CAL/OSHA requirements.

Site Visit

Mandatory site visits are scheduled for May 4, 2023 10:00am. RSVPs for the site visit are required in advance via, Cory Kading at ckading@padre.org. The location for the first site visit, will be the Customer Service Center located at 9300 Fanita Parkway, Santee, CA 92071. **Site visits are mandatory to submit a proposal.**

Questions concerning this RFP

All questions regarding the RFP should be directed to: Padre Dam Municipal Water District, Cory Kading, Operations Supervisor, ckading@padre.org or 619.247.2774 no later than 10:00 am on May 15, 2023. Written answers to questions shall be sent to all vendors invited to respond to the RFP by May 19, 2023; an addendum to this Request for Proposal may be issued if warranted.

Proposal Deadline

Interested firms shall submit their proposals via email to ckading@padre.org no later than 2:00 pm on Friday, June 2, 2023 with “**ACCESS CONTROL SECURITY AND FIRE SYSTEM INSTALLATION MONITORING AND AS-NEEDED MAINTENANCE SERVICES**” in the email subject line.

Late proposals will not be accepted. Vendors are solely responsible for ensuring timely receipt of their proposals in accordance with the deadline identified above.

All proposals shall become the property of the District and will not be returned. Proposals may also become public records and, as such, may be subject to public review.

Recap of Key

Advertise RFP	April 18, 2023
Mandatory Site Visit	May 4, 2023
Last day to Submit Written Questions	May 15, 2023
Proposal Due Date	June 2, 2023
Preliminary Selection	June 9, 2023
Board Contract Award	June 21, 2023
Notice of Award	June 22, 2023
Anticipated Notice to Proceed	June 29, 2023

BIDDER'S QUALIFICATION AND IDENTIFICATION OF RESPONDER FORM

Company Name: _____

Legal Business Name: _____

Parent Company:
(If Applicable) _____

Company Form:
(e.g. sole proprietor,
partnership, corporation) _____

Business License Number: _____

Name of Individual Directing
Work: _____

Number of Years Office
Maintained in San Diego: _____

Name of Person Completing
RFP: _____

Title: _____

Address: _____

Phone Number: _____

E-mail Address: _____

Phone Number for After Hours
Emergency Service: _____

EXPERIENCE AND TECHNICAL COMPETENCE FORM

Describe experience in providing services as described in scope of work.

REFERENCE

Company Name:

Address:

Name of Contact:

Phone Number:

REFERENCE

Company Name:

Address:

Name of Contact:

Phone Number:

REFERENCE

Company Name:

Address:

Name of Contact:

Phone Number:

Bid Sheet

Include price quote for each line item specified. Line items that are left blank or are indicated as N/A will render a bidder “non-responsive.” If cost, enter “0”. If “additional charges” apply, please clarify charge basis (e.g. per hour, daily, etc.).

ACCESS CONTROL, SECURITY AND FIRE SYSTEM INSTALLATION

LOCATION	REFERENCE	INSTALL COST
Customer Service Center 9300 Fanita, Santee, CA 92071	Exhibit A	\$_____
OPS Building “A” 9120 Carlton Oaks Dr, Santee, CA 92071	Exhibit B	\$_____
OPS Building “B” 9120 Carlton Oaks Dr, Santee, CA 92071	Exhibit C	\$_____
OPS Building “C” 9120 Carlton Oaks Dr, Santee, CA 92071	Exhibit D	\$_____
OPS Building “D” 9120 Carlton Oaks Dr, Santee, CA 92071	Exhibit E	\$_____
Alpine Facility 9790 Chocolate Summit Dr, El Cajon, CA 91901	Exhibit F	\$_____
Total Installation Cost		\$_____

24 HOUR MONITORING SERVICE FEE

LOCATION	REFERENCE	ANNUAL COST
Customer Service Center 9300 Fanita, Santee, CA 92071	Exhibit A	\$_____
OPS Building “A” 9120 Carlton Oaks Dr, Santee, CA 92071	Exhibit B	\$_____
OPS Building “B” 9120 Carlton Oaks Dr, Santee, CA 92071	Exhibit C	\$_____
OPS Building “C” 9120 Carlton Oaks Dr, Santee, CA 92071	Exhibit D	\$_____
Alpine Facility 9790 Chocolate Summit Dr, El Cajon, CA 91901	Exhibit G	\$_____
Annual Monitoring Cost		\$_____

QUARTERLY FIRE SYSTEM INSPECTION AND TEST

LOCATION	REFERENCE	PER QUARTER COST	Annual Cost
Customer Service Center 9300 Fanita, Santee, CA 92071	Exhibit A	\$_____	\$_____
OPS Building "C" 9120 Carlton Oaks Dr, Santee, CA 92071	Exhibit D	\$_____	\$_____
Annual Testing and Inspection Cost			\$_____

TOTAL COMBINED COSTS

Total Installation Cost	\$_____
Annual Monitoring Cost	\$_____
Annual Testing and Inspection Cost	\$_____
TOTAL	\$_____

ADDITIONAL SERVICES

OTHER	FREQUENCY	HOURLY RATE
As-Needed Services Normal Business Hours Monday- Friday 8:00AM- 5:00PM	As Needed	\$_____
As-Needed Services After Hours and Weekends	As-Needed	\$_____
As-Needed Services Federal Holiday	As-Needed	\$_____
Emergency Call-out Mobilization Fee	As-Needed	\$_____

EXHIBIT A
Customer Service Center
Access and Security

Provide and install new sensors, wiring and security/access infrastructure including control panels and power supplies. Configure IP and Cellular Communicators. Install new access control wiring as needed throughout building and connect to existing reader's, intrusion devices and locks. Install and configure one (1) new ID/Access card printer. Install one (1) new custom arming/disarming station at the employee entryway. Install three (3) new "Hold Up" locations. Program and test Access Control and Security system and devices upon completion.

- **RFID Locations**
 - Existing 1st floor
 - South employee entrance
 - West employee entrance
 - (2) lobby employee entrance
 - Development service counter
 - Customer service counter
 - Network data room
 - New 1st floor
 - (2) Customer entrance store front doors
 - Existing 2nd floor
 - Lunch room
 - (2) Employee entrance
 - New 2nd floor
 - Finance store room
 - HR File room
 - Data room
 - Electrical room
- Reprogram existing intrusion devices to new Access and Security System. Test system and devices upon completion. (Existing Intrusion devices and wiring to remain.)

Fire System

- Provide and install new Fire Alarm Access Panel with new Fire Alarm Control Panel and new Cellular Communicator for central station signals.
- Reprogram existing fire alarm devices to new Fire Alarm System. Test system and devices upon completion. (Existing fire alarm devices and wiring to remain.)
- Fire system test, inspection and maintenance in compliance with California code of all related components to include but not be limited to:
 - Fire Panel
 - FACP Power Supply
 - Pull Stations
 - Duct Sensors
 - Horn/Strobes
 - Network Room Halon (Alarm and Supervisory)
 - Smoke Detectors
 - Water Flow
 - PIV
 - Tamper
- Fire alarm and elevator recall inspections.
- Annual test, inspection and maintenance of Security Access Control System and related components.

EXHIBIT B
Operations Building "A"
Access and Security System

- Provide and install new sensors, wiring and security/access infrastructure including control panels and power supplies. Configure IP and Cellular Communicators. Install new access control wiring as needed throughout the building and connect to existing reader's, intrusion devices, locks and "Hold Up" locations. Install three (3) arming/disarming stations at the employee entryways. Program and test Access Control and Security system and devices upon completion.

- **RFID Locations**
 - Existing
 - South employee entrance
 - North employee entrance
 - West store front doors
 - System Operators room
 - New
 - Data room

- Reprogram existing intrusion devices to new Access and Security System. Test system and devices upon completion. (Existing Intrusion devices and wiring to remain.)

Fire System

- Provide and install new Fire Alarm Access Panel with new Fire Alarm Control Panel. New Cellular Communicator for central station signals. Reprogram existing fire alarm devices to new Fire Alarm System. (Existing fire alarm devices and wiring to remain.) Test system and devices upon completion.

- Fire system test, inspection and maintenance in compliance with California code of all related components to include but not be limited to:
 - Fire Panel
 - FACP Power Supply
 - Pull Stations
 - Horn/Strobes
 - Tamper
 - Auto Fire

Vehicle and Pedestrian Gates

Connect master system to six (6) existing gate motors, three (3) pedestrian gates and existing card readers. Provide and install three (3) digital clickers for gate entrance. Program access control and test system. Welding and fabrication costs are to be included.

- RFID Locations
 - Existing
 - (2) Employee parking vehicle gate
 - (2) Operations vehicle gate
 - Customer Service Center vehicle gate
 - (3) Pedestrian gate
 - New
 - Pedestrian gate
 - North Operations vehicle gate

EXHIBIT C
Operations Building "B"
Access and Security System

- Provide and install new sensors, wiring and security/access infrastructure including control panels and power supplies. Configure IP and Cellular Communicators. Install new ¾" EMT conduit and access control wiring throughout building. Install new access control system with eight (8) new electronic locks and card readers. Connect to all existing intrusion devices. Program and test Access Control and Security systems and devices upon completion.

- **RFID Locations**
 - New
 - (2) East Meter shop
 - Meter shop roll up door
 - Data room
 - (2) East Pump storage
 - Wellness center
 - Electricians shop
 - Electricians roll up door
 - West Pump storage roll up

- Reprogram existing intrusion devices to new Access and Security System. Test system and devices upon completion. (Existing Intrusion devices and wiring to remain.)

EXHIBIT D
Operations Building "C"
Access and Security System

- Provide and Install new sensors and burglary/access components. Install two (2) new custom arming/disarming stations. Takeover existing access doors. Install one (1) new electronic lock and card reader. Connect to all existing intrusion devices. Program and test Access and Security system and devices upon completion.

- **RFID Locations**
 - Existing
 - (2) West doors
 - (2) East doors
 - New
 - Network closet

- Reprogram existing intrusion devices to new Access and Security System. Test system and devices upon completion. (Existing Intrusion devices and wiring to remain.)

Fire System

- Provide and install new Cellular Communicator for central station signals. Take over existing fire alarm system including panel devices and wiring. Test Fire System upon completion.

- Fire system test, inspection and maintenance in compliance with California code of all related components to include but not be limited to:
 - Fire Panel
 - FACP Power Supply
 - Pull Stations
 - Horn/Strobes
 - Smoke Detectors
 - Water Flow
 - PIV
 - Tamper

EXHIBIT E
Operations Building “D”
Access and Security System

- Provide and install new sensors, wiring and security/access infrastructure including control panels and power supplies. Configure IP and Cellular Communicators. Install new ¾” EMT conduit and access control wiring throughout building. Install new Access Control System with two new electronic locks and card readers. Program and test Access and Security system and devices upon completion.

- **RFID Locations**
 - New
 - East entrance
 - West entrance

EXHIBIT F
Chocolate Summit Access and Security System

- Provide and install new sensors, wiring and security/access infrastructure including control panels and power supplies. Configure IP and Cellular Communicators. Install new access control wiring as needed throughout building and connect to existing access control card readers, intrusion devices and locks. Install one (1) new custom arming/disarming station. Program and test Access and Security devices upon completion.

- RFID Locations
 - Existing
 - Employee entrance

- Reprogram existing intrusion devices to new Access and Security System. Test system and devices upon completion. (Existing Intrusion devices and wiring to remain.)

Chocolate Summit Vehicle Gate

Provide and install new control panels, weather proof enclosures, sensors, conduit, wiring and proximity reader. Install digital receiver for the digital clickers. Activate Cellular Communicator for panel. Program and test system. Welding and fabrication cost are to be included.

- RFID Locations
 - Existing
 - North vehicle gate
 - New
 - South vehicle gate

**PADRE DAM MUNICIPAL WATER DISTRICT
AGREEMENT FOR ACCESS CONTROL SECURITY AND FIRE SYSTEM INSTALLATION,
MONITORING AND AS-NEEDED MAINTENANCE SERVICES**

This Agreement is made and entered into as of _____, 20____, by and between the PADRE DAM MUNICIPAL WATER DISTRICT (hereinafter referred to as the "District"), organized and existing under the Municipal Water District Law of 1911, Water Code § 71000 et seq., and _____, a *****INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***** (hereinafter referred to as "Consultant").

RECITALS

- A. District is a public agency of the State of California and is in need of professional services for the following project: _____, (hereinafter referred to as "the Project").
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Agreement or written amendment approved and signed in advance by the District. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. From each approved progress payment, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Consultant. All Agreement retention shall be released and paid to Consultant and subcontractors pursuant to California Public Contract Code Section 7107. Payments to Consultant for work performed will be made on a monthly billing basis.

c. In addition to Agreement retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued

as of the date of the application for payment (if applicable); (2) any sums expended by the District in performing any of Consultant's obligations under the Agreement which Consultant has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Consultant; (7) unauthorized deviations from the Agreement; (8) failure of Consultant to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by District during the prosecution of the Work; (9) erroneous or false estimates by Consultant of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Consultant is liable under the Contract; and (11) any other sums which the District is entitled to recover from Consultant under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. Term.

The term of this Agreement shall be from _____ to _____, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a District Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Consultant and shall not be re-employed on the Work.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. Insurance

Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Broad Form Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Padre Dam Municipal Water District, the Board and each member of the Board, its officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering automobile liability (Coverage Symbol 1, any auto).

(iii) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a

form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least

ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages shall contain or be endorsed to waive subrogation against the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Consultant's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Consultant's proportionate percentage of fault.

13. Safety

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but

shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Consultant shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

14. California Labor Code Requirements

a. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. DIR Registration. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. Apprenticeable Crafts. When Consultant employs workmen in an apprenticeable craft or trade, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant. The Consultant or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

d. Hours of Work. Consultant is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Consultant shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

e. Payroll Records. Consultant and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Consultant in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Consultant shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with this section. Should noncompliance still be evident after such 10-day period, Consultant, shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Consultant. In accordance with Labor Code section 1771.4, the Consultant and each subcontractor shall furnish the certified payroll records directly to the DIR on a weekly basis and in the format prescribed by the DIR, which may include electronic submission.

f. Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the DIR against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subcontractor.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following provision and renumber all further provisions, if not applicable.]

16. District Material Requirements.

Consultant is hereby made aware of the District's requirements regarding materials, as set forth in **[Insert the name of the document that contains the District's standard material requirements]**, which are deemed to be a part of this Agreement.

17. Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

18. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

20. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic plans and site utilization plans are approved. Any

subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for between District and the Engineer chosen therefore by District.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Padre Dam Municipal Water District
Attn:
P.O. Box 719003
Santee, CA 92072-9003

CONSULTANT:

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. District's Right to Employ Other Consultants

District reserves right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PADRE DAM MUNICIPAL WATER DISTRICT

[INSERT CONSULTANT NAME]:

By: _____

By: _____

Name: Kyle Swanson

Name: _____

Title: CEO/General Manager

Title: _____

Agreement for Access Control Security and Fire System Installation, Monitoring
and As-Needed Maintenance Services

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Approved as to Form:

Paula de Sousa
District Legal Counsel
PADRE DAM MUNICIPAL WATER DISTRICT

Agreement for Access Control Security and Fire System Installation, Monitoring
and As-Needed Maintenance Services

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF CHARGES/PAYMENTS

Consultant will invoice Padre Dam Municipal Water District (“District”) on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Agreement for Access Control Security and Fire System Installation, Monitoring
and As-Needed Maintenance Services