



Request for Bids

Water Meters

September 2014

Las Virgenes Water District
4232 Las Virgenes Road
Calabasas, CA 91302
818-251-2115

Request for Information Deadline: Sept. 19, 2014

Bids Due: Sept. 24, 2014; 2:00 p.m.

Las Virgenes Municipal Water District Instructions to Bidders

1. **Introduction.** Each bidder and its bid shall comply with these instructions to bidders and the terms and conditions provided with the bid documents.
2. **Submission of Bids.** Sealed bids are to be submitted only on the prescribed Las Virgenes Municipal Water District Bid Forms included as part of this bid package and described in the Invitation for Bids and must be submitted in hard copy format with a wet signature. Bid submission deadline is Monday, Sept. 24, 2014; 2:00 p.m. Bids shall be addressed and delivered to: Las Virgenes Municipal Water District, Attn: Gretchen Bullock, 4232 Las Virgenes Road, Calabasas, CA 91302, and clearly marked "Sealed Bid—Water Meters" on outside of envelope. FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES. Bidders are required to submit the following information with their bid:
 - a. Completed Bid Form-Schedule (3 pages)
 - b. Published Warranty
 - c. Certificates for each meter type/size stating compliance with specified AWWA Standards
 - d. Product information/technical data sheet for each style of meter
 - e. Expected delivery time After Receipt of Order (ARO)Bid forms can be downloaded from the District's web site <http://www.lvmwd.com/i-want-to-do-business-with-lvmwd/non-public-works-formal-bids>.
3. **Modification of Bids.** A bidder may modify its bid by written communications provided such communication is received by the District prior to the closing time for receipt of bids. The written communication must not reveal the bid price but should state the addition or subtraction or other modification in such a manner that the District will not know the final prices or terms until it opens the sealed bid.
4. **Withdrawal and Return of bids.** Bids may be withdrawn without prejudice by written or telegraphic requests received from the bidder prior to the time for opening of bids, and bids so withdrawn will be returned to bidders unopened. Any bid received after the bid submission deadline shall be returned to the bidder unopened.
5. **Discrepancies.** In the case of discrepancy between unit prices and extended totals, unit prices will prevail. In the case of discrepancy between words and figures, words will prevail.
6. **Award of Bid.**
 - a. The District reserves the right to accept or reject any and all bids during the time for awarding the contract, and to waive any informality or irregularity in any bid. The District may reject any bid that does not comply with these instructions or other bid documents.
 - b. Award shall be made on a comprehensive basis for each type of meter, positive displacement magnetic drive Bid Items 1-5 and multi-jet Bid Items 6-10, based on total bid amount for each type of meter. It is possible award will be made to two separate bidders. Bidders need not bid on both styles of meter but must bid on all sizes listed for each style.
 - c. The award of the bid, if it is awarded, shall be to the lowest responsible responsive bidder whose bid complies with the requirements of the bid documents. Bidder responsibility is determined solely by the District. The following items will be considered when determining if a responsive bidder is responsible:
 - i. Published Register and Meter Accuracy
 - ii. Published Warranty
 - iii. Expected Delivery Time
 - d. It is expected that bids will be considered by the District at the regularly scheduled Board Meeting on Tuesday, October 14, 2014. Notice of Award, if any will occur within seven business days following the meeting. Accompanying the District's Notice of Award will be an Agreement to Furnish and Deliver (Exhibit A). The successful bidder will be required to sign and return said agreement to the District within seven days following receipt of Notice of Award. Failure to do so shall be just cause for

annulment of the award. In the event of failure of the lowest responsible responsive bidder to provide order confirmation to the District, the District may award to the next lowest responsible responsive bidder.

7. Insurance Requirements. Bidder at its' sole cost and expense shall procure and maintain for the duration of the project the following types and minimum limits of insurance: *Strike through unnecessary coverage*

Type	Limits	Scope
General Liability (GL)	\$2,000,000 per occurrence/ \$4,000,000 aggregate	At least as broad as ISO occurrence from CG 0001
Product Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate	
Automotive Liability	\$1,000,000 per accident	At least as broad as ISO CA 0001 (code 1, any auto)
Workers Compensation	CA Statutory limits	
Employers' Liability	\$1,000,000 per occurrence	

- a. The general and automobile liability policy(ies) shall be endorsed (consistent with Ins. Code 11580.04) to name District, its officers, employees, and agents as additional insured regarding liability arising out of the Work. Bidder's coverage shall be primary and shall apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. District's insurance if any, shall be excess and shall not contribute with Bidder's insurance.
- b. Prior to commencing the Work, Bidder shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), certifying the additional insured coverages.

- 8. Non Collusion.** The bidder certifies that its bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same product as is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- 9. Bid Specifications.** The attached specifications are intended to be descriptive of the type and quality of product the District desires to purchase. Any exceptions or substitutions to the Bid Scope & Specification must be clearly noted on Bid-Form Schedule. District reserves the right to determine if products meet equal value. Bidders will not be allowed to make unauthorized substitutions after award is made.
- 10. Confidential Information.** Bids containing confidential proprietary technical information or trade secrets which if publicly disclosed may cause substantial injury to the Bidder's competitive position must be clearly noted. It is the bidder's responsibility to clearly note any confidential design information as such.
- 11. District Contact.** During the bid process the District contact will be the District Buyer: Gretchen Bullock, CPPB, 4232 Las Virgenes Road, Calabasas, CA 91302, 818-251-2115 phone, 818-251-2116 fax, gbullock@lvmwd.com e-mail. If you have any questions or concerns regarding this bid please contact her directly.
- 12. Bidder Registration.** To receive direct e-mail notifications of addendums, request for information responses, and other communications regarding this bid bidders must register with the District Buyer via e-mail at gbullock@lvmwd.com Insert bid name "Water Meters" in subject line and provide, bidder name, contact person, address, phone number, and e-mail.
- 13. Requests for Information.** All requests for information (RFI) regarding this bid must be received in writing no later than September 19, 2014. Requests will be addressed within 2 business days of receipt. A summary of all RFI and responses will be e-mailed to all registered bidders at the close of the RFI period to ensure a level bidding platform. Other than directing a bidder to a specific segment of the bid documents, questions received after the RFI period has ended will not be answered.
- 14. Pre-bid Inspection.** n/a

15. Subcontractors. Subcontractors are not allowed on this project. IRS regulations require all employees be issued a W-2 form. Any worker issued a 1099 in lieu of or in conjunction with a W-2 will be considered a sub-contractor. At any time during the contract the District may request payroll records to verify workers are employees and not subcontractors.

16. Special Conditions.

- a. Any and all related fees associated with this bid shall be included in Bid Form-Schedule and extended bid total. The District is located in Los Angeles County which, as of the date of this invitation to bid, has a sales tax rate of 9%.
- b. Freight terms are FOB Destination to the District, freight pre-paid and allowed.
- c. District has 90 days from the bid due date to accept bid pricing.
- d. Any exceptions or modifications to the Bid Scope & Specifications or District's Standard Agreement to Furnish (Exhibit A) proposed by bidder must be clearly noted on Bid-Form Schedule.

Las Virgenes Municipal Water District
Bid Form-Schedule
Water Meters

The undersigned states and declares as follows: that the bidder has carefully read and examined the Bid Documents; Bid Notice; Instruction to Bidders; Bid Specifications including exhibits; Bid Form-Schedule; and that the bidder will comply with the bid terms and conditions. The undersigned agrees to supply and deliver materials/service in strict conformity with the specifications and instructions enclosed with the Invitation for Bids for the prices set forth below in this bid schedule.

It is understood that this bid shall remain open and shall not be withdrawn for a period of ninety (90) days from the date prescribed for the opening of the bid.

It is further agreed that the materials/services to be furnished under this bid shall be delivered at such time and in such quantities as called for by the Las Virgenes Municipal Water District. The District may extend the term of this contract by written notice to the supplier at the end of the contract period.

CONTRACT TERM as follows: Initial contract term shall be good for one (1) year from date of fully executed contract.

Materials/Services to be furnished under this bid shall begin upon completion of a fully executed contract between Bidder and District or the date set forth in said contract, whichever is later.

All Bidders are required to submit with their bid:

1. Bid-Form Schedule (3 pages)
2. Published Warranty
3. Certificates for each meter type/size stating compliance with specified AWWA Standards
4. Product information/technical data sheet for each style of meter
5. Expected delivery time After Receipt of Order (ARO)

The bidder's authorized officer identified below hereby declares that the representations in this bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California, and that I am duly authorized to bind this bidder to this bid.

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Bid Item No.	Quantity	Unit of Measure UOM	Description Refer to Bid Scope & Specifications for detailed description	Unit Price	Extended Price
Positive Displacement Magnetic Drive					
1.	1	each	METER, 3/4" ENCODER METER		
2.	100	each	METER, 3/4" X 1" ENCODER METER		
3.	20	each	METER, 1" ENCODER METER		
4.	10	each	METER, 1-1/2" ENCODER METER		
5.	1	each	METER, 2" ENCODER METER		
			Sub-total Items 1-5		
			LA County Sales Tax	9%	
			Total Bid Items 1-5		
Multi-Jet Meter meeting AWWA Standard C708					
6.	1	each	METER, 3/4" MULTI JET		
7.	100	each	METER, 3/4" X 1" MULTI JET		
8.	10	each	METER, 1" MULTI JET		
9.	2	each	METER, 1-1/2" MULTI JET		
10.	2	each	METER, 2" MULTI JET		
			Sub-total Items 6-10		
			LA County Sales Tax	9%	
			Total Bid Items 6-10		
			Total Bid Amount		

Written Total Bid Amount:

Notes or Exceptions:

Addendum Acknowledgement:

Addendum #1 Signed: _____

Addendum #2 Signed: _____

Addendum #3 Signed: _____

Bidder:

Corporate Name of Bidder Date

By: _____ Title: _____
Authorized Signature

Print Name E-mail

Phone

Address Fax

**Las Virgenes Municipal Water District
Water Meters**

Overview:

The District is seeking bids for an annual contract for the supply and delivery of two style types of cold water displacement meters, positive displacement magnetic drive and multi-jet, in sizes ranging from ¾" to 2". Meters will be purchased on an as needed basis throughout the one year contract period in various sizes and quantities. The intent of this bid is to ensure set pricing for a one year period while the various meter types are evaluated in the field for performance and reliability.

General Information:

The style of meter previously used by the District has been discontinued. At this time two styles, positive displacement magnetic drive and multi-jet, are being considered for use in District specifications. The meters purchased under resulting contract will be installed and evaluated throughout the year to ensure the meters perform as expected and meet the District's needs prior issuing a bid for a multi-year contract.

This bid is for the meters only. Although meters must be AMR/AMI compatible the AMR/AMI metering equipment and software program is not included in this bid. The District is currently using Datamatic AMR/AMI and exploring other options.

Quantity: Quantities listed are estimated annual quantities based on past use and not guaranteed.

Positive Displacement Magnetic Drive	
1	METER, 3/4" ENCODER METER
100	METER, 3/4" X 1" ENCODER METER
20	METER, 1" ENCODER METER
10	METER, 1-1/2" ENCODER METER
1	METER, 2" ENCODER METER
132	Estimated Annual Total

Multi-Jet Meter meeting AWWA Standard C708	
1	METER, 3/4" MULTI JET
100	METER, 3/4" X 1" MULTI JET
10	METER, 1" MULTI JET
2	METER, 1-1/2" MULTI JET
2	METER, 2" MULTI JET
115	Estimated Annual Total

Bid Option: Bidders must bid on all sizes listed under each type but have the option to submit a bid for one or both types.

Exceptions: Any exceptions or modifications to the Bid Scope & Specifications or District's Standard Agreement to Furnish (Exhibit A) must be clearly noted on Bid-Form Schedule.

Specifications Bid Items 1-5**Positive Displacement Magnetic Drive with Encoder Register:**

General. The magnetic drive, positive displacement type water meters to be furnished under these Specifications shall comply with the latest revisions of the "Standard Specifications for Cold-Water Meters-Displacement Type" approved by the American Water Works Association Standard C-700, and the special provisions included in this document. All meters shall be new and ready for installation at time of delivery.

Only meters from Manufacturers of established reputation, having proper facilities for the manufacture of meters, which have been and are producing successfully for commercial use over a period equivalent to at least five (5) years' time, will be qualified under these specifications. Bidders are required to provide the most current manufacturer's product information, in detail, for the proposed meter. Successful bidder(s) shall supply meter manufacturer's current maintenance and operational manuals for the type of meter supplied.

Main Case. Outer "main" casing shall be constructed of a non-lead brass alloy that meets the requirements of California Proposition 65 and be NSF 61 certified, with separate inner measuring chamber, which shall be easily removed from the main case. Two-piece, split or bottom plate, case design is required. Cast iron frost bottom plate will not be accepted. The main case shall be free from defects in material and workmanship for a period not less than twenty-five (25) years from date of shipment. All meters shall have the manufacturer's serial number stamped on the register lid and main case, with the size, model, and direction of flow stamped on the main case in raised characters.

External Bolts, Nuts, and Washers. External bolts, nuts, and washers shall be constructed of type 316 stainless steel.

Register. Register must be either encoder or pulse type registers recording and transmitting all six (6) dials and have been in production for a minimum of three (3) years. Register shall comply with the latest edition of AWWA C-707 standards. They shall be supplied with a shielded 3 wire output type wiring harness not less than thirty-six (36) inches in length with gel splices. Field splice kits must also be provided for each register. Register shall have a six digit straight reading odometer with a center sweep hand, a low flow indicator, and be constructed to register in cubic feet. All register parts shall be made of nonferrous or corrosion resistant material, permanently sealed, and be equipped with an impact resistant glass lens. The register housing and lid shall be bronze and provided with a tamper proof fastener. The register lid must fully cover the register lens. Each manufacturer shall specify the type of fastener utilized, and shall provide the appropriate tool required to remove said fastener. The register shall be guaranteed against corrosion or failure for a period of not less than ten (10) years from date of purchase.

Measuring Chamber. Measuring chamber shall be oscillating piston or nutating disc type, with a removable corrosion resistant strainer mounted inside the main case. Chamber may be manufactured from either plastic or metal. Chamber manufactured from metal shall be of a non-lead brass alloy, accurately and smoothly machined and have 316 stainless steel for all interior trim, spindles, screws, and thrust roller pins, etc. Plastic chamber shall be manufactured from AWWA approved plastic.

Working Pressure Rating. Meter shall operate without leakage or damage to any part at constant working pressures up to 150 PSI.

Lay Length.

Lay length for the ¾" and ¾ x1" meters shall be nine (9) inches.

Lay length for the 1" meter shall be ten and three quarter (10 ¾) inches

Lay length of the 1 ½" meter will be thirteen (13) inches.

Lay length of the 2" meter will be seventeen (17) inches.

Coupling Nuts. Meter sizes ¾-1" shall have threaded "spuds" as an integral part of the meter case and conform to the latest revisions of AWWA C-700. Independent coupling nuts and tail pieces are not required under these specifications.

Flanges. Meter sizes 1 ½" and 2" shall have flange ends, faced and drilled, be of the oval type, and conform to the latest revisions of AWWA C-700.

Additional Conditions:

1. **Certification and Accuracy.** Bidder must submit certified capacity, pressure, and accuracy tests for each meter listed with bid and subsequently with each delivery. Meters shall conform to the current AWWA C-700 Specifications for new meters, and maintain this accuracy for not less than five (5) years for the ¾" and ¾ x1" meters, three (3) years for the 1" meter, one (1) year for 1 ½" and 2" meters. Meters must meet or exceed repaired meter accuracy as set forth in AWWA Manual M-6 for a period not less than ten (10) years. A copy of the test results shall be included in each shipment and correspond with the meter serial/register numbers shipped. If certification and accuracy information is individually attached to the meter in the form of a tag, the tag shall have the information required above as well as the printed meter number, size, and test date and be accompanied by a printed copy of the test results. Additionally an electronic version, i.e. Excel, Word, PDF, etc. of the test is desired but not required. Shipments will not be accepted without certification and accuracy documentation.
2. **Warranty.** A nationally published warranty from the manufacturer shall be submitted with bid stating the warranty period for all components of the meter to be furnished. Included with that warranty shall be a description of any replacement or exchange programs offered by manufacturer or distributor.
3. **Freight.** Freight terms are FOB Destination to the District, freight pre-paid and allowed.

Specifications Bid Items 6-10**Multi-Jet Meter with Encoder Register:**

General. The multi-jet water meters to be furnished under these specifications shall comply with all details to AWWA Standard C708 for Cold Water Multi-Jet Type Meters and current amendments thereto, subject to the following supplementary requirements except where in conflict with these specifications. Meters furnished shall be new, complete, and frost proof.

Only meters from Manufacturers of established reputation, having proper facilities for the manufacture of meters, which have been and are producing successfully for commercial use over a period equivalent to at least five (5) years' time, will be qualified under these specifications. Bidders are required to provide the most current manufacturer's product information, in detail, for the proposed meter. Successful bidder(s) shall supply meter manufacturer's current maintenance and operational manuals for the type of meter supplied.

Main Case. Outer "main" casing shall be constructed of a non-lead brass alloy that meets the requirements of California Proposition 65 and be NSF 61 certified, with separate inner measuring chamber, which shall be easily removed from the main case. Two-piece, split or bottom plate, case design is required. Cast iron frost bottom plate will not be accepted. The main case shall be free from defects in material and workmanship for a period not less than twenty-five (25) years from date of shipment. All meters shall have the manufacturer's serial number stamped on the register lid and main case, with the size, model, and direction of flow stamped on the main case in raised characters. Direction of flow and meter size shall be cast in raised letters on main case. Meter case must have wrench pads cast into the meter to avoid damage to the main case during installation.

External Bolts, Nuts, and Washers. External bolts, nuts, and washers shall be constructed of type 316 stainless steel.

Register. Register must be encoder type register recording and transmitting all six (6) dials and have been in production for a minimum of three (3) years. Register shall comply with the latest edition of AWWA C-707 standards. They shall be supplied with a shielded 3 wire output type wiring harness not less than thirty-six (36) inches in length with gel splices. Field splice kits must also be provided for each register. Register shall have a six digit straight reading odometer with a center sweep hand, a low flow indicator, and be constructed to register in cubic feet. All register parts shall be made of nonferrous or corrosion resistant material, permanently sealed, and be equipped with an impact resistant glass lens. The register housing and lid shall be bronze and provided with a tamper proof fastener. The register lid must fully cover the register lens. Each manufacturer shall specify the type of fastener utilized, and shall provide the appropriate tool required to remove said fastener. The register shall be guaranteed against corrosion or failure for a period of not less than ten (10) years from date of purchase.

Measuring Chamber. The multi-jet element and measuring chamber shall be of the dry-register type with water flow directed across the vaned rotor proportional to the quantity of water passing through the chamber. Measuring chamber shall be supplied with a removable corrosion resistant strainer mounted inside the main case. Chamber may be manufactured from either plastic or metal. Chamber manufactured from metal shall be of a non-lead brass alloy, accurately and smoothly machined and have 316 stainless steel for all interior trim, spindles, screws, and thrust roller pins, etc. Plastic chamber shall be manufactured from AWWA approved plastic.

Working Pressure Rating. Meter shall operate without leakage or damage to any part at constant working pressures up to 150 PSI.

Lay Length.

Lay length for the ¾" and ¾ x1" meters shall be nine (9) inches.

Lay length for the 1" meter shall be ten and three quarter (10 3/4) inches

Lay length of the 1 ½" meter will be thirteen (13) inches.

Lay length of the 2" meter will be seventeen (17) inches.

Coupling Nuts. Main case connection for meters ¾" and 1" sizes shall be spuds having external straight threads conforming to ANSI 82.1. Meters shall be shipped with plastic end caps over meter threads.

Flanges. Main case connections for 1 ½" and 2" meters shall be flanged on both ends. Flanges shall be faced and drilled and shall be of the oval type.

Additional Conditions:

- 1. Certification and Accuracy.** Bidder must submit certified capacity, pressure, and accuracy tests for each meter listed with bid and subsequently with each delivery. Meters shall conform to the current AWWA Specifications for new meters, and maintain this accuracy for not less than five (5) years for the ¾" and ¾ x1" meters, three (3) years for the 1" meter, one (1) year for 1 ½" and 2" meters. Meters must meet or exceed repaired meter accuracy as set forth in AWWA Manual M-6 for a period not less than ten (10) years. A copy of the test results shall be included in each shipment and correspond with the meter serial/register numbers shipped. If certification and accuracy information is individually attached to the meter in the form of a tag, the tag shall have the information required above as well as the printed meter number, size, and test date and be accompanied by a printed copy of the test results. Additionally an electronic version, i.e. Excel, Word, PDF, etc. of the test is desired but not required. Shipments will not be accepted without certification and accuracy documentation.
- 2. Warranty.** A nationally published warranty from the manufacturer shall be submitted with bid stating the warranty period for all components of the meter to be furnished. Included with that warranty shall be a description of any replacement or exchange programs offered by manufacturer or distributor.

- Bidder shall provide a certificate that meters are in accordance with AWWA C708 Standard Specifications.
 - Meters shall have a published new meter accuracy warranty of 15 years or a warranty that meets or exceeds AWWA C708 Standard Specifications.
 - Meters shall be guaranteed against defects in material and workmanship for a period of one (1) year from the date of installation. Meters shall meet or exceed AWWA Standards C708. The bidder shall provide warranty certificates specifying the number of years the meter is to be found free of defects in material and workmanship after installation and warranty of accuracy.
 - Visual read registers shall be warranted to remain functional and watertight for a minimum period of fifteen (15) years.
 - AMR enabled registers shall be warranted to remain to remain functional and watertight, including the internal battery, for a minimum period of ten (10) years.
 - Bidder may submit additional information on third party testing that substantiates claims for meter durability beyond the formal warranty period
3. **Freight.** Freight terms are FOB Destination to the District, freight pre-paid and allowed.

Las Virgenes Municipal Water District VENDOR AGREEMENT

As of October 14, 2014, **Las Virgenes Municipal Water District** hereinafter called "District," and **Insert Vendor Name, Inc.**, hereinafter called "Vendor," agree as follows:

1. Purpose.

Under this Agreement, Vendor shall provide an annual supply of Water Meters as described in Bid Specifications & Scope, Exhibit "A", FOB destination freight prepaid and allowed to District at 4232 Las Virgenes Road, Calabasas, CA 91302

2. Delivery.

The Vendor shall, in good workmanlike and professional manner, furnish Diatomaceous Earth, the product described, in the manner prescribed in Exhibit "A".

3. Consideration.

(a) The District shall pay Vendor for the product in the amounts stated on the Bid Form-Schedule submitted by Vendor and attached as Exhibit "B".

(b) The Vendor shall complete and submit an invoice showing date of delivery, description of products, amount of invoice and supporting documentation. The District shall pay the Vendor within thirty (30) days of receiving a properly prepared invoice submittal or receipt of goods, whichever is later.

4. Term.

This Agreement shall commence on the date above written, and shall continue until for one (1) year.

5. Specifications

The products shall be manufactured and delivered in accordance with the information provided in the Bid Scope & Specifications listed in Exhibit A. Warranty submitted with Bid Form-Schedule shall apply.

6. Subcontracts.

The Vendor shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the District.

7. Independent Contractor.

The Vendor is an independent contractor, and not an employee of District.

8. Indemnification.

Vendor shall defend, indemnify, and hold harmless District, its officers, employees and agents, from and against loss, injury, liability, or damages arising from

any act or omission to act, including any negligent act or omission to act by Vendor or Vendor's officers, employees, or agents. Vendor's duty to indemnify and defend does not extend to the damages or liability caused by the District's sole negligence, active negligence, or willful misconduct.

9. Insurance.

(a) Vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Vendor, officers, agents, employees, or volunteers.

(b) Vendor shall provide the following coverage:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code.

(4) Employer's liability insurance of at least \$1,000,000 per occurrence.

(5) Product Liability insurance of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) District and its board members, officers, employees, agents and volunteers are added as insureds.

(ii) Vendor's insurance shall be primary insurance as respects the District, its board members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by District shall be in excess of Vendor's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to District, its board members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against District, its board members, officers, employees, agents and volunteers, for any claims arising out of the work of Vendor.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Vendor shall be solely responsible for deductible and/or self-insured retention and District, at its option, may require Vendor to secure the payment of such deductible or self-insured

retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of District.

(vi) Prior to start of work under this Agreement, Vendor shall file with District evidence of insurance as required above from an insurer or insurers certifying to the required coverage.

(2) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Vendor or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District, Attention: Office Manager.

(d) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the District as to the use of such insurer.

10. Miscellaneous.

(a) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(b) Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

Las Virgenes Municipal	[Vendor name]
Water District	
ATTN: David Pedersen	ATTN:
4232 Las Virgenes Road	[address]
Calabasas, CA 91367	[city, state, zip]

(f) If an action at law or in equity is brought to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

(g) This Agreement represents the entire understanding of District and Vendor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

(h) This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
[District]

APPROVED:
[Vendor]

By: _____
David Pedersen, General Manager

By: _____

[Print Name & Title]