



FAIRFIELD-SUISUN  
SEWER DISTRICT

Request for Proposals  
*for*  
Cordelia Pump Station Expansion &  
Lopes Road Lift Station/Force Main Capacity  
Improvements

Preliminary Design Services

June 10, 2024

PROPOSALS DUE:

**July 10, 2024, AT 1:00 PM**

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## REQUEST FOR PROPOSAL

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### I. INTRODUCTION

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The Fairfield-Suisun Sewer District (District) is requesting proposals from qualified firms to perform preliminary design services for the expansion of Cordelia Pump Station, improvements to Lopes Road Lift Station, and capacity improvements to Lopes Road Force Main. The selected consultant's work will be used to identify a preferred project scope, which will be used to inform the design of the improvements. The initial deliverable will be a Preliminary Design Report. The firm selected to complete the Preliminary Design Report as part of this competitive pursuit, at the District's discretion, may be awarded the design of the improvements.

The District shall use its standard Agreement for Services (Agreement) to enter into a contract with the selected proposing consultant team for the work specified herein. A copy of the Agreement is included as **Appendix A** of this RFP. Proposing consultant firms will be expected to execute an agreement for services substantially similar to the District's standard agreement. Firms shall carefully review the Agreement prior to submission of a proposal and submit a statement that the terms and conditions of the Agreement are acceptable. Proposing consultant teams unable to comply with all the terms and conditions shall clearly indicate any exceptions to the agreement for the District to consider. If District and selected firm cannot efficiently come to terms on agreement language, the District reserves the right to select another proposing firm that will efficiently come to terms.

Please note that neither submission of a proposal nor selection for this work will disqualify a proposing consultant team from subsequent planning and/or design contracts that could develop from the work.

The principal contact with the District will be Kyle Broughton, Senior Engineer. Contact information is: 707-428-9124, [kbroughton@fssd.com](mailto:kbroughton@fssd.com). Any questions on the content or intent of anything contained in this RFP shall be submitted in writing to the District, and answers to those questions may be shared with all proposing consultant teams. The District makes no assurances that questions received within ten (10) days of the proposal due date will be answered.

The District is open to meeting with interested firms, by appointment, up until June 28, 2024.

### II. BACKGROUND AND PROJECT INFORMATION

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The District is a special district that serves all territory within the Cities of Fairfield and Suisun City, as well as Travis Air Force Base and portions of unincorporated Solano County, California. The District is located in central Solano County, California, midway between San Francisco and Sacramento.

The District owns and operates one wastewater treatment plant rated for an average dry weather flow of 23.7 MGD. The District also owns and maintains all collection system assets within its service area that are 12 inches in diameter and greater. The District owns approximately 85 miles of gravity pipe. Smaller-diameter sewers are owned and maintained by the city in which they are located. The District also owns, operates, and maintains all wastewater pump stations and force mains within the District's service area.

The District updated its Collection System Master Plan and associated hydraulic model in 2020. The plan identified potential capacity upgrade projects at two sanitary sewer pump stations: Cordelia Pump Station and Lopes Road Lift Station (and its associated Lopes Road Force Main). The plan also

recommended additional wet weather flow monitoring upstream of these pump stations to confirm modeled peak wet weather flows prior to capacity upgrades. The District completed the recommended wet weather flow monitoring in the Winter of 2023/2024; the flow monitoring data is currently being analyzed, and the model calibrated to confirm peak wet weather flows. The model will also be updated to include recent zoning and General Plan changes, and other new development proposals in the District’s service area. Collection system hydraulic modeling and peak wet weather flow determination is not part of the scope of work of this proposal effort. District staff will provide updated hydraulic model information to the selected consultant after the award of a professional services agreement.

**Cordelia Pump Station**

Cordelia Pump Station was constructed in 1974 and underwent modifications in 1990, and periodic maintenance and improvements thereafter. It is the District’s 3<sup>rd</sup> largest pump station with the following flow characteristics based on the 2020 Master Plan Update. The pump station discharges to (2) parallel 18-inch and 27-inch force mains. The pump station is located at APN Nos. 0044-050-320 and 0044-050-410.

Firm Capacity (mgd)	Total Capacity (mgd)	Existing PDWF (mgd)	Existing PWWF (mgd)	Future PDWF (mgd)	Future PWWF (mgd)
10.8*	15.4	2.7	12.7	4.6	14.4

\*Pump station has a single large wet weather pump, not included in firm capacity calculation. Capacity of wet weather pump is 11.3 mgd.

A preliminary recommendation of the Master Plan Update was to install a (N) 250 HP pump to replace an (E) 125 HP pump to accommodate future wet weather flows. However, it is unknown whether this can be accomplished within existing structural, electrical, and other constraints of the pump station.

Due to the age of the facility, there are other renewal and replacement needs at Cordelia Pump Station, including but not limited to:

- Replacement of force main control valves (within valve vault outside of the pump station)
- Ability to bypass the pump station
- Electrical improvements (main breaker, automatic transfer switch, generator controls/relays)
- General mechanical (check valves, isolation valves)

Other potential needs at Cordelia Pump Station site include:

- Flood risk mitigation

The preliminary design effort will evaluate pumping capacity and potential configuration changes to accommodate future wet weather flows. It will also include an alternatives analysis, which should consider the feasibility and cost of various approaches to meeting condition and capacity deficiencies, including component rehabilitation/replacement, expansion/modification, and full pump station replacement.

The District also wishes to include a hydraulic study of the parallel 18-inch and 27-inch Cordelia Force Mains the pump station discharges to as part of the preliminary design effort; including development of a system curve and analysis of surge/vacuum conditions. Additionally, the District may wish to pursue force main condition assessment (desktop, and detailed) based on hydraulic results and available

budget, and would seek recommendations from the selected consultant on how to most efficiently approach this effort.

**Lopes Road Lift Station and Force Main**

Lopes Road Lift Station was constructed in 1986 and underwent modifications in 1990. It has the following flow characteristics based on the 2020 Master Plan Update. Lopes Road Lift Station discharges to (2) parallel 6-inch and 12-inch force mains. The pump station is located at APN No. 0180-335-010.

Firm Capacity (mgd)	Total Capacity (mgd)	Existing PDWF (mgd)	Existing PWWF (mgd)	Future PDWF (mgd)	Future PWWF (mgd)
3.1	4.0	0.9	3.9	1.4	4.0

The Master Plan Update recommended a (N) 20 HP package lift station adjacent to the (E) pump station and a (N) parallel 12-inch force main to replace the (E) 6-inch force main. However, the District believes that the existing electrical service is undersized to be able to accomplish this. Currently, only one existing pump can be online at a time due to electrical service limitations.

Pump station modification/replacement will likely require an upgraded electrical service to serve the pump station site, and should also include features to address deficiencies of the (E) pump station, including but not limited to:

- Isolation valving between the (2) parallel force mains.
- Safe and efficient pump station bypass pumping configuration.
- Electrical improvements (service size upgrade, main breaker, MCC, automatic transfer switch, generator, flow meter)
- General mechanical (check valves, isolation valves)

The preliminary design effort will evaluate pumping (and force main) capacity and associated configuration needs to accommodate future wet weather flows. Available space at the pump station parcel is extremely limited to accommodate construction of an adjacent lift station, therefore the District wishes to conduct an alternatives/feasibility analysis, which should evaluate various options, including component rehabilitation/replacement, expansion/modification, and full pump station replacement.

### III. SCOPE OF WORK

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The goal of this RFP is to deliver a Preliminary Design Report that includes alternatives and preliminary cost estimates of the aforementioned improvements and identifies the preferred project(s) moving forward. Proposing firms shall determine their own approach and scope to provide the best deliverable and recommendations.

Proposing firms shall also provide a fee proposal for Preliminary Design Services based on the approach and scope included in their proposals. Final scope and fee will be negotiated following firm selection.

The District has budgeted up to \$375,000 for the Preliminary Design Services.

#### A. Proposal Contents

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Proposals shall be concise, well organized, and demonstrate the proposing consultant team's capabilities and experience applicable to the project and the specific approach to satisfy the requirements of the RFP. Proposals shall include the following sections.

1. Transmittal Letter: A signed letter of transmittal briefly stating the proposing consultant team's understanding of the work to be done, the commitment to perform the work within the stated time period, a statement of why the proposing consultant team believes itself to be best qualified to perform the work, a statement that the proposal is a firm and irrevocable offer for ninety days from the proposal due date, and a statement acknowledging that the terms of the District's Agreement for Consulting Services are acceptable.
2. Detailed Technical Proposal: The proposal shall demonstrate the qualifications, competence, and capacity of the proposing consultant teams seeking to undertake the Scope of Work for the District in conformance with the requirements of this RFP. The substance of proposals will carry more weight than their form or manner of presentation. The proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this project and should specify a professional approach that will meet the Request for Proposal's requirements. The Technical Proposal should address all the points outlined in the Scope of Work. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capability to satisfy the requirements of the Scope of Work. The following subjects must be included, at a minimum.
  - a. *Firm Organization and Team Structure (2 page maximum)*: State the size of the proposing consultant firm, the location of the office(s) from which the work on this project is to be performed. Describe how the project team will be organized and managed to ensure successful project delivery. Describe the qualifications and experience of subconsultant firms that are proposed, if any.
  - b. *Team Experience and Qualifications (10 pages maximum)*: For the proposing consultant team's key staff that will be assigned responsibility for the work, list the most significant projects (maximum of 5) performed that are similar to the work described in this RFP. Along with a brief narrative describing the scope of each listed project, this section should include a table that includes the project title, date, principal client contact (name, phone, email) , and consultant team member(s) and role(s).



1. **Mandatory Elements:** The proposing consultant team adheres to the instructions in this RFP on preparing and submitting the proposal.
2. **Expertise and Experience**
  - a. The proposing consultant team’s experience and performance on comparable projects.
  - b. Project Manager qualifications and experience.
  - c. Structure and organization of the project team, including any subconsultants.
3. The firm’s technical approach reflects an understanding of the subject to be evaluated; is efficient and effective; and will most support the District’s goals.
  - a. The proposed schedule for completing all tasks outlined in the RFP.
4. Proposed cost.

During the proposal evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from the proposing consultant teams, or to allow correction of errors or omissions in this Request for Proposal (RFP). At the discretion of the District, proposing consultant teams may be requested to make oral presentations as part of the evaluation process.

**Oral Presentations/Interviews (if held):** During the evaluation process, the Review Committee may, at its discretion, request any or all proposing consultant teams to make oral presentations and interview firms. Such presentations will provide proposing consultant teams with an opportunity to answer any questions the Review Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

**Final Selection:** The District will select a proposing consultant team based upon the recommendation of the Review Committee.

**Right to Reject Proposals:** Submission of a proposal indicates acceptance by the proposing consultant team of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right to reject any or all proposals.

#### V. PROPOSAL AND PROJECT SCHEDULE

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Proposing consultant teams are advised of the following deadlines and key dates:

<b>Project Schedule</b>	<b>Target Dates</b>
Request for Proposals issued	June 10, 2024
Due date for proposals	July 10, 2024 at 1:00 pm
Interviews (if held)	July 2024
Preliminary Design Notice to Proceed	August 2024
Preliminary Design Complete	February 2025



**APPENDICES**

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APPENDIX A: Standard Services Agreement

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APPENDIX B: Reference Documentation

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Prospective consultants are directed to the following link to download the following reference documents:

1. **Cordelia Pumping Station (1974)**
  - a. Record Drawings from original Cordelia Pump Station construction.
2. **Cordelia Pump Station Modifications (1990)**
  - a. Record Drawings.
3. **Suisun Force Main Cordelia Force Main and Chadbourne Road Interceptor (1974)**
  - a. Record Drawings.
4. **Cordelia Force Main (1990)**
  - a. Record Drawings.
5. **Cordelia Villages 3.0 MGD Wastewater Pump Station (Lopes Road Lift Station) (1986)**
  - a. Record Drawings.
6. **Lopes Force Main**
  - a. Record Drawings.
7. **Cordelia Pump Station Pump Curves**
8. **Lopes Road Lift Station Pump Curves**

\*\*\*DISCLAIMER\*\*\*

This data is confidential and shall not be shared outside of the recipient organization. This data represents a snapshot in time and shall not be relied upon for any design, locating, etc. Updated data will be provided to the selected Consultant prior to commencement of the project work.

DOWNLOAD LINK:

<https://fssd-my.sharepoint.com/:f:/p/kbroughton/Eh8A43h4c4VBpr11NTI6C0YB0ADrSXD4QK3SkaVb8KWRrg?e=Huwsl9>

## **CONTRACT FOR SERVICES**

THIS AGREEMENT FOR Choose an item. ("Agreement") is entered into as of \_\_\_\_\_, ("Effective Date") between the FAIRFIELD-SUISUN SEWER DISTRICT ("District") and CONSULTANT NAME ("Contractor").

### **WITNESSETH:**

WHEREAS, the District desires to contract for Enter Project Name which for the purposes of this Agreement shall be called "PROJECT," and,

WHEREAS, Contractor is willing and qualified to provide the services desired;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

#### **I. DUTIES OF CONTRACTOR**

- A. The Contractor shall provide services required for the PROJECT as described in the Scope of Work, attached to and incorporated into this Agreement as Exhibit "A," which is incorporated in by reference.
- B. Contractor agrees that Contractor and all of Contractor's employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the Scope of Work, Exhibit "A," as may be required in the State of California, if any. Failure of Contractor, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.
- C. Contractor shall perform the PROJECT work in such a manner as to fully comply with typical professional standards of care, including professional quality, technical accuracy, timely completion, and the coordination of designs, drawings, specifications, reports, and other services furnished and/or work undertaken by Contractor pursuant to this Agreement.
- D. The District's approval of drawings, designs, specifications, reports, and incidental engineering work or other services or materials furnished by Contractor under this Agreement shall not relieve Contractor of responsibility for the technical adequacy of its work. Neither the District's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Contractor shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit "A" have been completed. It is agreed between Contractor and the District that those provisions of this Agreement which by their nature continue beyond termination of the Agreement, including but not limited to Sections VIII, IX, XI(F), and XI(G), shall continue beyond such termination.

## II. DUTIES OF DISTRICT

The District, without cost to Contractor, will provide pertinent information reasonably available to it, which is necessary for performance by Contractor under this Agreement, including previous reports and data relative to the PROJECT. The District does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. Contractor will use its professional judgment in the review and use of data so provided. However, Contractor will not be liable for any error or omission in any data furnished by the District and used by Contractor which could not reasonably be discovered by Contractor. To this extent Contractor is entitled to rely on data provided by the District.

## III. COMPENSATION OF CONTRACTOR

A. Basis of Compensation: The District will pay Contractor for services provided under this Agreement on a Choose an item. Enter Dollar Amount in Words DOLLARS (Enter Dollar Amount in Numbers) in accordance with the Fee Schedule or Bid Schedule attached to and incorporated into this Agreement as Exhibit "B". When compensation is determined using hourly rates of Contractor's personnel and equipment assigned to the work, Contractor rates may be adjusted annually if proposed by Contractor and approved by the DISTRICT. Such rate adjustments shall not exceed five percent (5%) annually.

B. Change in Scope of Work: Adjustment in compensation for changes in scope of work authorized in writing by the General Manager of the District shall be based on the Fee Schedule, Bid Schedule, firm prices quotations, and/or rates set forth and attached as Exhibit "B." Changes in scope of work so authorized shall not exceed twenty percent of the total maximum fee. No payment shall be made for changes unless authorized in writing by the District.

C. Monthly Payment to Contractor: Upon submission of an invoice by Contractor, and upon approval of the District's authorized representative, the District will pay Contractor monthly in arrears for fees and expenses incurred up to the maximum amount reflected in Exhibit "B". The District will issue payment within thirty (30) calendar days after receipt of an invoice from Contractor, provided that all invoices are accompanied by cost documentation determined to be sufficient by the District to allow the determination of the reasonableness and accuracy of the invoice. If a payment dispute arises between the parties, Contractor shall provide to the District full and complete access to Contractor's project labor cost

records and other direct project related cost data, and copies thereof if requested by the District.

D. Notification at 75% of Maximum Fee: Contractor shall notify the District when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, Contractor shall indicate whether the sum of the current costs incurred plus the estimated total cost to complete the task or tasks set forth in the Scope of Work, Exhibit "A," shall be greater or less than the maximum fee. Receipt by the District of said notification that the cost for completion of all tasks shall exceed the established maximum fee, will not constitute an approval or authorization to increase the established maximum fee or a waiver of any rights which the District may have under this Agreement.

E. Cost of Rework: Contractor shall, at no cost to the District, prepare any necessary rework occasioned by Contractor's failure to provide services required for the PROJECT as described in Exhibit "A" in a satisfactory manner, due to any act or omission attributable to Contractor, or its agents, including subcontractors. Nothing in this paragraph is intended to limit the liability of Contractor for damages which might arise from Contractor's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

#### V. TERM OF AGREEMENT

A. The term of this Agreement shall begin on the Effective Date and end on the date when the tasks set forth in Exhibit A have been completed or the agreement is otherwise terminated in accordance with Article VII.

B. Contractor agrees to immediately and diligently proceed with the Scope of Work and satisfactorily complete the PROJECT within the prescribed time as set forth in Exhibit A.

#### VI. CONTRACTOR'S ASSIGNED PERSONNEL

Contractor designates Consultant Project Manager Name to act as Project Manager for the performance of the work and for all matters relating to performance under this Agreement.

Contractor designates the following persons for the indicated functions:

Substitution of these assigned personnel will require the prior written approval of the District.

If the District determines that a proposed substitution is not acceptable, then, at the request of the District, Contractor shall substitute with a person acceptable to the District.

No subcontract shall be awarded, or an outside consultant engaged, by Contractor, unless Contractor has made written request to use such subcontractor or outside consultant and its request has been approved in writing by the District. No additional approval shall be required for subcontracting with or engagement of an outside consultant identified in Exhibit "A." The written approval of the District resulting in the use of or engagement of a subcontractor or outside consultant does not relieve Contractor of the obligations or covenants set forth in this Agreement.

## VII. TERMINATION

- A. The District may terminate this Agreement at any time, with or without cause, upon 30 day's written notice to Contractor.
- B. The District may terminate this Agreement immediately upon notice of Contractor's malfeasance. If the District terminates this Agreement pursuant to this subsection, nothing set forth in this Agreement is intended to require the District to compensate Contractor for any services which may be claimed to have been provided or be in progress, if the District reasonably concludes that further compensation is unwarranted.
- C. Upon receipt of a termination notice, Contractor shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the District all data, information, and materials as Contractor may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.
- D. Following termination, the District will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Agreement unless Contractor is in default of this Agreement.
- E. Upon termination, Contractor's sole right and remedy shall be to receive payment for all amounts due and not previously paid to Contractor for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the District and any other reasonable cost incidental to such termination of services. Such payments available to Contractor under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

## VIII. INDEMNITY

Contractor shall indemnify, hold harmless and defend, in any actions at law or in equity, the District, its officers, employees, agents, and elective and appointive boards, from all claims, losses, damage, including property damage, personal

injury, including death, and liability of every kind, nature and description, including attorneys' fees, to the extent arising from Contractor's operations, or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the District. Notwithstanding anything in this Agreement to the contrary, this indemnification shall extend to such claims, losses, damage, injury, death, or other liabilities occurring after the completion of Contractor's operations, as well as during the progress of rendering such services.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements of this Agreement does not relieve Contractor from liability under this indemnification section. The obligations of this indemnification section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

## IX. INSURANCE

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of the work under this Agreement by Contractor, its agents, representatives, or employees.

### A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, Workers' Compensation and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

## B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage.** For any claims related to this Agreement, **the Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.



4. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with **30-day cancellation notice** to the District.
5. **Waiver of Subrogation.** Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
6. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds \$50,000 unless approved in writing by District. Any and all SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. District may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR. District reserves the right to obtain a copy of any policies and endorsements for verification.
7. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
8. **Verification of Coverage.** Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this **clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.
10. **Duration of Coverage.** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
11. **Claims Made Policies (for Professional Liability).** If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

## X. DEFAULT

A. If Contractor defaults in Contractor’s performance, the District shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then the District may immediately terminate this Agreement at the District’s sole discretion.

If Contractor fails to cure default within the specified period of time, the District may elect to cure the default and any expense incurred shall be payable by Contractor to the District. The Agreement may be immediately terminated at the District’s sole discretion.

C. If the District serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Agreement.

D.If this Agreement is terminated because of Contractor's default, the District shall be entitled to recover from Contractor all damages allowed by law.

## XI MISCELLANEOUS TERMS AND CONDITIONS

### A.ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the prior written consent of the District.

### B.INDEPENDENT CONTRACTOR

1. Contractor is an independent contractor and not an agent, officer or employee of the District. The parties mutually understand that this Agreement is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Contractor shall have no claim against the District for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
3. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
4. Contractor shall indemnify and hold the District harmless from any liability which the District may incur because of Contractor's failure to pay such obligations nor shall the District be responsible for any employer-related costs not otherwise agreed to in advance between the District and Contractor.
5. As an independent contractor, Contractor is not subject to the direction and control of the District except as to the final result contracted for under this Agreement. the District may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Agreement.
6. Contractor may provide services to others during the same period Contractor provides service to the District under this Agreement.
7. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

8. As an independent contractor, Contractor shall indemnify and hold the District harmless from any claims that may be made against the District based on any contention by a third party that an employer-employee relationship exists under this Agreement.
9. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid under this Agreement.

#### C. PROPRIETARY MATERIAL

The District does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by Contractor in the performance of this Agreement. Contractor is solely responsible for any such use.

#### D. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

#### E. NONDISCRIMINATION

1. In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
2. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

#### F. OWNERSHIP OF DOCUMENTS

The District shall be the owner of and shall be entitled to possession of all rights, title, royalties and interest to and in all work product of Contractor resulting from its performance under this Agreement, including, but not limited to, drawings, specifications, data, reports, estimates, software, summaries, electronic files of all deliverables, and any other such information and materials as may be prepared or developed by Contractor in performing work under this Agreement, whether complete or in progress and none shall be revealed, disseminated, or made available by Contractor to others without prior consent of the District. If

this Agreement is terminated in accordance with Section VII, Contractor shall deliver such documents within two weeks of receipt of a termination notice.

It is understood that Contractor's work product is prepared for this specific project. Any use of such work product by the District for a different project without Contractor's written approval shall be at the District's risk. Any use by District of an incomplete work product without Contractor's written approval shall be at District's risk.

**G. EXAMINATION OF RECORDS**

Contractor agrees that the District will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

**H. SCOPE OF AGREEMENT**

This writing constitutes the entire Agreement between the parties relative to Contractor's services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

**I. NOTICES**

All notices from one party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

DISTRICT:                      Fairfield-Suisun Sewer District  
   1010 Chadbourne Road  
   Fairfield, CA 94534-9700  
   Phone (707) 429-8930  
   Fax (707) 429-1280

CONSULTANT:                Consultant Name  
   Consultant Address 1  
   Consultant Address 2  
   Phone Consultant Phone  
   Fax Consultant Fax

**J. APPLICABLE LAWS**

Contractor shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Solano County.

Contractor and any subcontractors shall comply with the provisions of Labor Code Sections 1770 et seq., if applicable.

**K. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

[Signature page follows]

IN WITNESS the parties have executed this Agreement on the day first above-written.

**FAIRFIELD-SUISUN SEWER DISTRICT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**NAME OF CONSULTANT FIRM:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

DIR Registration No. \_\_\_\_\_