# Fair Oaks Water District

## **Request for Proposal**

Provide professional services required to redrill and equip a new groundwater well at the existing Northridge Well Site in Fair Oaks.



Prepared by: FOWD Staff 10326 Fair Oaks Boulevard Fair Oaks, CA 95628 FOWD Project No. C24WTNWRD

April 2024

## **General Information**

Project Location: 8251 Kaula Drive. in Fair Oaks, CA 95628

Attachments: Exhibit "A" – Northridge Well site

Exhibit "B" - Existing Northridge Well "As-Built" Drawings

Exhibit "C" - FOWD Professional Services Agreement

## 1.0 RFP Schedule

April 1, 2024	Posting for Proposals
April 15, 2024, at 3:00 PM	Proposal Inquires Due Date
April 30, 2024, at 3:00 PM	Proposals Must Be Received at the FOWD Office
May 7, 2024	Interviews if needed
May 20, 2024	FOWD Board Approval

## 2.0 Contact Person and Mailing Address

Inquiries about this request for proposal shall be submitted in writing and directed to:

Paul Siebensohn Technical Services Manager Phone: (916) 967-5723 E-Mail: <u>psiebensohn@fowd.com</u>

Mailing Address:

Fair Oaks Water District Attn: Paul Siebensohn 10326 Fairs Oaks Boulevard Fair Oaks, CA 95628

## 3.0 Minimum Consultant Qualifications

The intent of this Request for Proposal is to select a professional consulting firm to develop a set of construction drawings, construction specifications, bid documents, and to provide construction management support required to successfully redrill and equip a new groundwater well at the existing Northridge Groundwater Well site.

Minimum Consultant Firm qualifications are listed below:

- 3.1 The Consultant must be engaged in the business of potable water well development and be experienced in planning, permitting, design, and construction management of potable water wells having completed at least two (2) similar projects.
- 3.2 The Consultant must employ only a competent workforce for the execution of the work and all work must be performed under the direct supervision of one named Project Manager that is either a Professional Engineer or Professional Geologist.
- 3.3 Consultant must maintain in full force and effect all insurance requirements required to work with the Fair Oaks Water District.
- 3.4 Consultant must not have a conflict of interest as defined by State law and FOWD policy. Consultant agrees to make a disclosure in compliance with the law and District policy if, at any time after the execution of an agreement to perform professional services, a conflict of interest may occur.

## 4.0 Existing Water Supply Facility

- 4.1 The existing Northridge Well is located at 8251 Kaula Drive in Fair Oaks. The existing pumping unit has a design capacity of 1,100 gpm and is equipped with a 150-horsepower submersible well pump. The existing well was reverse mudrotary drilled in 1991 with a 14-inch steel casing installed to a depth of 550 feet.
- 4.2 All available site data, well data, and water quality data for the existing Northridge Well will be provided to selected consultant.

## 5.0 District's Objectives and Expectations

- 5.1 The District's main objectives are:
  - Meet the December 31, 2025 deadline to have the project completed and accepted as a water supply source in the FOWD's Water Supply Permit.
  - Increase water supply reliability for FOWD customers during period of drought and low availability of surface water supply.
  - Maximize production capacity without compromising water quality from the new well under normal operating conditions.
  - Meet all applicable US EPA and the State Division of Drinking Water water quality standards for groundwater wells.

- Maximize specific yield and reduce operation and maintenance cost of the new well under normal operating conditions.
- Utilize the best available technology in construction of the potable groundwater well.
- When deemed reasonable, utilize available existing infrastructure to minimize construction cost.
- Comply with all necessary State and County regulations for drilling of the new well and abandonment of the existing well.

## 6.0 Scope of Work

The following minimum scope of work was developed for the project and all proposals must include listed deliverables for each listed task.

As a proposal addendum, it is requested all proposals include additional tasks that the consultant deems important for the successful completion of the project if not listed.

- 6.1 Task 1 Preliminary Work and Site Evaluation
  - Complete site survey and general assessment.
  - Prepare a Drinking Water Source Assessment Plan (DWSAP) and submit to it to the Division of Drinking Water (DDW). Address any comments to gain DDW approval.
  - Coordinate completion of necessary Water Quality sampling.
  - Prepare a Low Threat NPDES permit application and process it through regulatory agency for approval.
  - Abandon Existing well.
- 6.2 Task 2 Pilot Hole Construction and Initial Geophysical Surveys
  - Review existing well's drilling log and information.
  - Prepare a set of construction specifications for completion of an 8-inch pilot hole at the proposed new well location.
  - Provide Fair Oaks Water District with the list of qualified well drilling contractors.

- Based on the geophysical surveys, complete and present to the District a basis for design of the new well in a written Feasibility Memorandum outlining the potential yield, water quality, construction details and cost estimate for a new groundwater well at this location. Consideration should be given to ensuring that the new well will meet all drinking water standards without treatment and analyze impacts of potential treatment implementation if recommended.
- 6.3 Task 3 New Well Design and Construction
  - Based on the Feasibility Memorandum developed in task 2, prepare a complete bid package consisting of a set of construction specifications and plans for drilling a new groundwater well at the site.
  - Complete required environmental documentation.
  - Prepare topographic survey.
  - Provide FOWD with the list of qualified well drilling contractors.
  - Post and distribute bid package.
  - Assist the District with bid Addendums and Requests for Information from qualified contractors.
  - Upon receiving bids, provide District with the written recommendations for awarding construction contract.
  - Provide full construction and engineering project management during the construction of the new well through completion. This shall, at a minimum, include pre-construction and weekly progress meetings, submittal review, site monitoring, drill cutting and soils sample logging, well development, water quality monitoring, and review / approval of invoices for payment by the FOWD.
  - Provide FOWD with a Well Completion Report that summarizes the construction and testing of the new well. Report must include pilot hole logs, geophysical logs, permitting, construction methods and materials, as-built details, results of testing and recommendations for long-term pumping rate of the well. This report will be used to design equipment for the new well.
- 6.4 Task 4 New Well *Equipping* Design and Construction
  - Develop a preliminary site plan for FOWD approval.

- Handle utility coordination.
- Obtain required permits and permissions.
- Provide construction staking.
- Develop a complete set of plans and specifications that at a minimum include the following:
  - o Cover Sheet
  - Grading and Drainage Plan (must include existing and proposed elevations extending 25 feet beyond the property lines)
  - o Site Development Plan
  - Architectural Plans and Details (if required)
  - o Civil Plans and Details
  - o Mechanical Plans and Details
  - o Electrical Plans and Details
  - Structural Plans and Details (if required)
  - o Instrumentation and Controls (SCADA) and Integration Plan
- Provide an operation memorandum.
- Design Review Meetings
  - 50% Design Review Prepare for, conduct, and document a 50% design review meeting to include civil, architectural, mechanical, electrical, and instrumentation designs; specifications outline; SMUD application and submittal.
  - 95% Design Review Prepare for, conduct, and document a 95% design review meeting to include all drawings, all technical and construction specifications, engineering opinion of the probable construction cost, and preliminary operations plan for groundwater well.
- Provide FOWD with the list of qualified well equipping contractors.

- Post and distribute bid package.
- Assist FOWD with bid addendums and requests for information from qualified contractors.
- Upon receiving bids, provide FOWD with written recommendations for awarding construction contract.
- Construction Management and Inspection The Consultant is to provide quality construction management services for successful completion of the project on schedule and within budget. The following specific tasks will be completed by the Consultant:
  - Attend pre-construction meeting, review construction schedule.
  - Provide Notice to Proceed
  - Review Contractor submittals for conformance to the design drawings and specifications.
  - Review and respond to Contractor's Requests for Information (RFI).
  - o Issue field memorandums and clarifications as required.
  - Review Contractor change orders and provide recommendations to District staff.
  - Review Contractor progress payments and provide recommendations to District staff.
  - Assist in resolving conflicts caused by discrepancies in contract documents.
  - Assist in start-up and commissioning operations, attend contractor walkthroughs; final inspections and testing.
  - Prepare and provide record drawings depicting as-built conditions in AutoCAD (latest version) and pdf.
  - Provide Notice of Completion.
  - Provide an Operation and Maintenance Manual in Word and pdf formats.

## 7.0 How to Submit Proposals

Proposal shall be submitted in a sealed envelope, clearly marked on the outside with the Project Name **Northridge Well Replacement – Design**.

Respondents must submit one (1) unbound and two (2) bound copies of the response with all the information requested in this document. Respondents must submit all information related to fees in a separate sealed envelope included in the package. Proposals should be prepared simply and economically, by providing a straightforward, concise description of the proposer's capabilities related to specified services. Proposals should not include any information not specifically identified or specified as a required response. FOWD requests that proposals be limited to 20 pages (not counting resumes and example plan sets) submitted in the format outlined below.

- Cover Letter indicating RFP title, name of firm, local firm address, local firm phone number and contact person with an email address 1 page.
- Table of Contents 1 page.
- Brief description of the firm and qualifications for completing the project 2 pages.
- Based on the scope of services outlined in the RFP, an overview of project understanding and a high-level plan for completing the project. This section must also include a proposed schedule for completing the project – including milestones for completion of each of the four listed project tasks. If different, please provide an alternate approach for meeting the December 31, 2025 deadline through construction project completion date – 6 pages.
- Information on the firm's Project Team for the term of the contract 4 pages.
  - o Organizational structure of firm.
  - Name of the point-of-contact in the firm that will be responsible for ALL Project issues – Project Manager. This is the person that will have direct and continued responsibility for the services provided to the FOWD. This person will be FOWD's first point-of-contact and will handle day-to-day activities through to the Project's completion.
  - List key Project personnel and project role.
  - Experience and resumes of key Project personnel.
  - o Identification of subconsultants, if applicable.

- Other pertinent information.
- Project References provide public agency project references including client contact information – providing improvement plans (half-size) for **one (1)** of the referenced projects – 3 pages.
- In a separate sealed envelope, provide a project fee proposal broken down by the four tasks listed in the RFP. Include fee estimates for all subconsultants and vendors with supporting information. This initial fee estimate will be used to finalize the Professional Services Agreement developed between the selected consultant and FOWD. Please also include the following in the project fee proposal:
  - Hourly rate schedule for each person that will be assigned to the Project or bill to the project, including all sub-consultants.
  - Provide mark-up by percentage for reimbursable expenses and subconsultants.
  - Provide list of typical reimbursable expenses.
  - Please note that the project fee proposal does not have a suggested page limit and that pages included in the project fee proposal do not count in the suggested total page limit of 20 pages.

## 8.0 Proposal Selection

All proposals must be received no later than proposal due date. *Late proposals will not be considered.* 

- Cost of preparation of proposals will be borne by the proposer.
- In submittal of a proposal, proposer provides the FOWD with the right to contact all references listed in the proposal and to investigate all information listed in the proposals.
- This request does not constitute an offer of employment or to contract for services.
- The FOWD reserves the right to reject any or all proposals, wholly or in part, received by reason of this request.
- All proposals submitted shall become FOWD property.

- All proposals shall remain firm for sixty (60) days following the closing date for receipt of proposals.
- The FOWD reserves the right to award the contract to the firm who represents the proposal which in the judgment of the FOWD best accomplishes the desired results and shall include but not be limited to a consideration of the professional service fee.
- Selection will be made based on the proposals submitted.

## 9.0 Selection of Consultant

FOWD is seeking an engineering firm that offers qualifications and competence that best meets the needs of the District. FOWD, to the best of its ability, will utilize the Qualifications-Based Selection guidelines listed in the table below in evaluating the proposals.

The following will be used by the selection committee for the use of ranking proposals, based on how fully each proposal meets the requirements of this RFP.						
Cover Letter	Pass / Fail					
Active Required Professional License	Pass / Fail					
Qualifications & Experience of Team	25 points out of 100 points					
Resource Allocation	15 points out of 100 points					
Work Approach	35 points out of 100 points					
Ability to Meet Schedule	25 points out of 100 points					

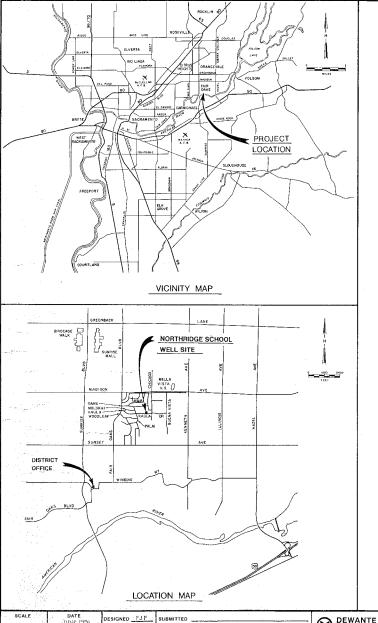
Notes:

- 1. If interviews are conducted, the proposers selected will be required to physically attend interviews conducted at the FOWD office.
- 2. If interviews are conducted, the FOWD will not interview more than the top three ranking proposers.

A review panel will rank the proposals based upon the aforementioned criteria and make a selection or may select proposers to interview.

After a firm is selected, the District will negotiate with the firm to determine a final scope of work and fee proposal for the final Professional Services Agreement.





#### FAIR OAKS WATER DISTRICT

DESCRIPTION

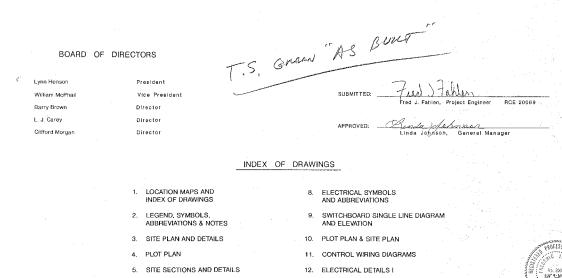
REVISION

BY APP DAT

FAIR OAKS, CALIFORNIA

CONTRACT DRAWINGS FOR

# NORTHRIDGE SCHOOL WELL SURFACE FACILITIES



13. ELECTRICAL DETAILS II

FAIR OAKS WATER DISTRICT DEWANTE AND STOWELL CONSULTING ENGINEERS SACRAMENTO, CALIFORNIA DRAWING NUMBER SHEET NUMBER LOCATION MAPS AND ÚUNE 199 FAIR OAKS. CALIFORNIA AS SHOWN RAWN\_ 12JA AECOMMENDED NORTHRIDGE SCHOOL WELL FILE 90382 INDEX OF DRAWINGS 1 <sub>o</sub>,13 CHECKED FJF APPROVED SURFACE FACILITIES

6. WELL PUMP AND DETAILS

7. MISCELLANEOUS DETAILS

#### GENERAL NOTES

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- LOCATIONS AND DEPTHS OF EXISTING UNDERGROUND 2. PIPELINES ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR EXACT FIELD LOCATIONS. A MINIMUM OF 6" CLEARANCE POR EXACT FIELD LOCATIONS, A MINIMUM OF & GLEARANCE BETWEEN PIPES CROSSING UNDERGROUND SHALL BE MAINTAINED WHETHER SHOWN ON DRAWINGS OR NOT, ANY CONFLICTS IN PIPING WILL BE THE CONTRACTOR'S RESPONSIBILITY AND RESOLVED TO THE SATISFACTION OF THE ENGINEER.
- 3. PIPELINES SHALL SLOPE UNIFORMLY BETWEEN ELEVATIONS SHOWN ON PLANS. ALL PIPE ELEVATIONS SHOWN REFER TO INVERT UNLESS OTHERWISE SHOWN. UNLESS OTHERWISE SHOWN, ALL PIPELINES SHALL HAVE A MINIMUM COVER OF 30 INCHES.
- CONTRACTOR WILL PROVIDE ALL TRAFFIC CONTROL, PAVEMENT 4. CUTTING, TRENCHING, SHORING, BACKFILL AND PAVEMENT REPLACEMENT IN ACCORDANCE WITH THE LATEST EDITION OF THE SACRAMENTO COUNTY STANDARD CONSTRUCTION SPECIFICATIONS

#### ABBREVIATIONS AB ANCHOR BOLT AC ASPHALTIC CONCRETE ACP ASBESTOS CEMENT PIPE **BSP** BLACK STEEL PIPE BUV BUTTERFLY VALVE CARV COMBINATION AIR RELEASE VALVE СС CENTER TO CENTER ĊL CHAIN LINK

- CMP CORRUGATED METAL PIPE CMU CONCRETE MASONRY UNIT
- CONC CONCRETE
- CONN CONNECTION
- CV CHECK VALVE
- DET DETAIL
- DIP DUCTILE IRON PIPE DWG DRAWING
- ΕL ELEVATION
- ELB ELBOW
- ELEC ELECTRIC
- EΡ EDGE OF PAVEMENT
- EW EACH WAY
- FCA FLANGED COUPLING ADAPTER FIN FINISH
- FIN GR FINISH GRADE
- FL FLOW LINE
- FLG FLANGE(D)
- GAF GALVANIZE AFTER FABRICATION
- GSP GALVANIZED STEEL PIPE GTV GATE VALVE
- ΗV HOSE VALVE
- ΙE INVERT ELEVATION
- MH MANHOLE
- MIN MINIMUM
- ML MATCH LINE
- NTS NOT TO SCALE OC ON CENTER
- ΡL PROPERTY LINE
- PP POWER POLE
- PRFV PRESSURE RELIEF VALVE
- PVC POLYVINYL CHLORIDE (PIPE)
- R & R REMOVE AND RELOCATE B & S REMOVE AND SAVE
- REMOVE AND WASTE 8 & W
- RED REDUCER
- RW RIGHT OF WAY
- RWD REDWOOD SH SHEET
- SST STAINLESS STEEL
- STL STEEL
- твм TEMPORARY BENCH MARK XEMR TRANSFORMER

PIPING SYMBOLS

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- $\square$ GATE VALVE, BALL VALVE, GLOBE VALVE -11-CHECK VALVE **−**K⊢− SPLIT DISC CHECK VALVE -×-SOLENOID VALVE -\$-PRESSURE REDUCING VALVE -7-SAUNDERS DIAPHRAGM VALVE ⊸遠 PRESSURE RELIEF VALVE  $\rightarrow$ PLUG VALVE
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- BELL & SPIGOT FITTING
  - FLANGED FITTING
- FLANGED COUPLING ADAPTER
- FLEXIBLE COUPLING
- GROOVED COUPLING

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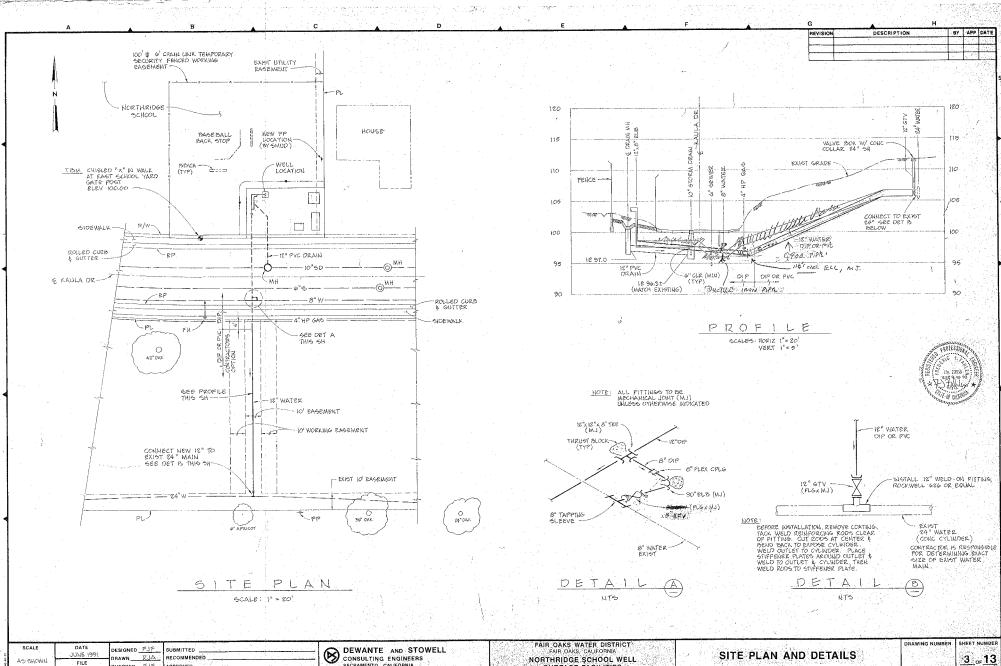
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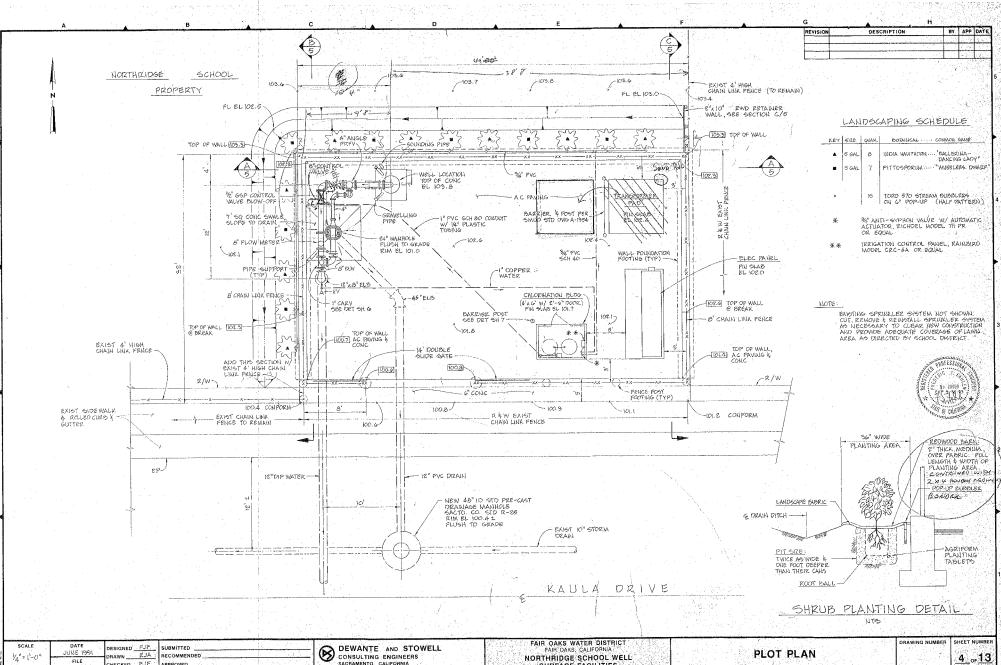


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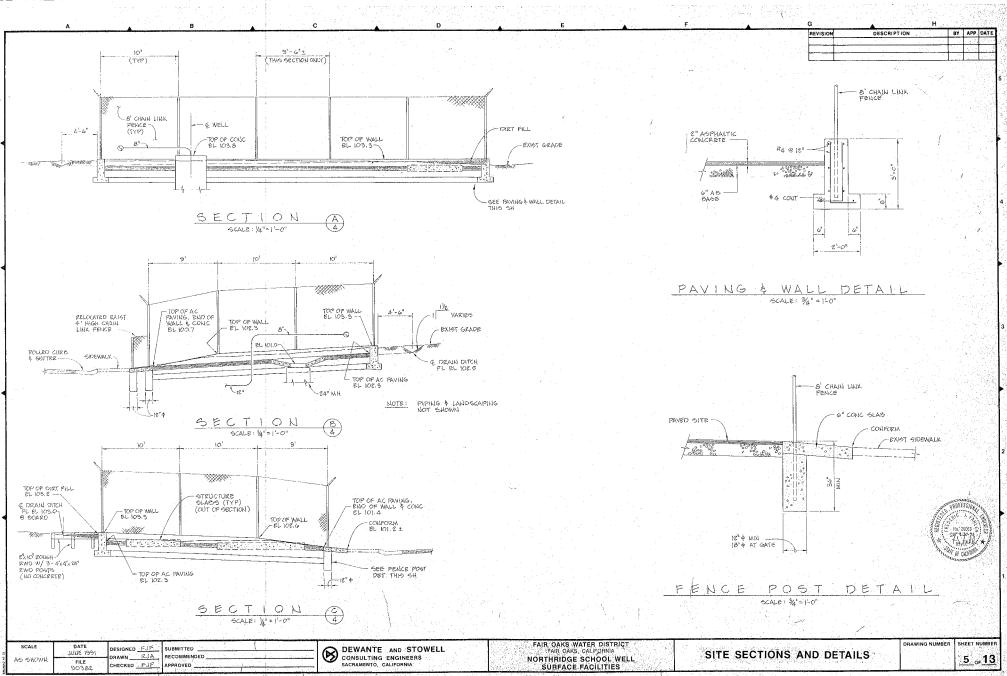
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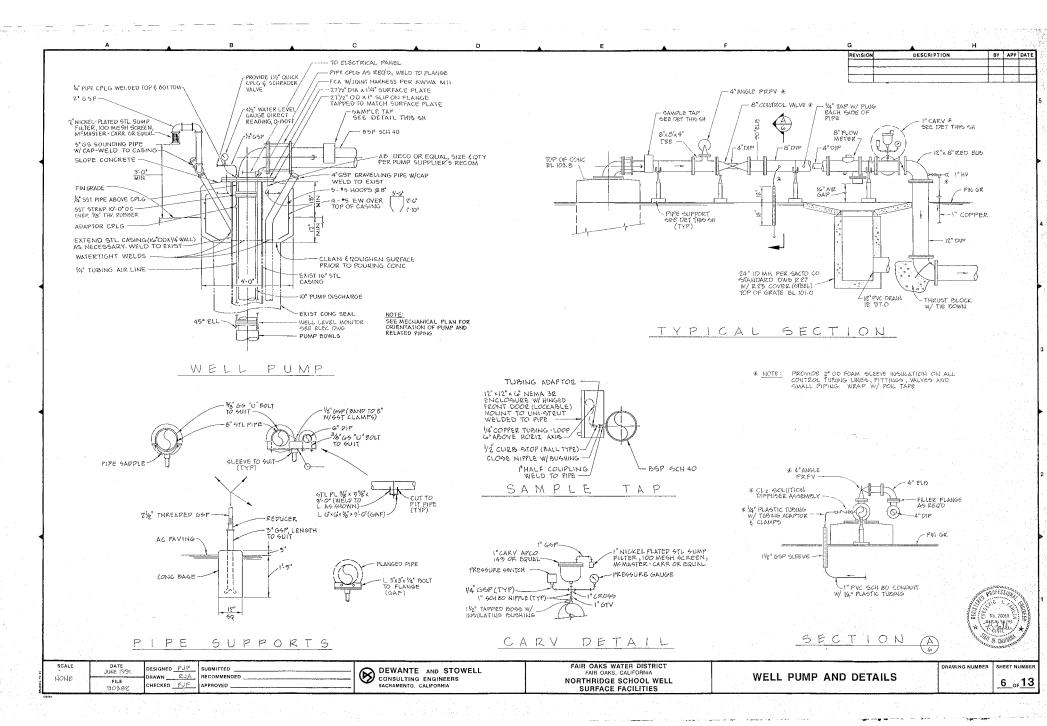
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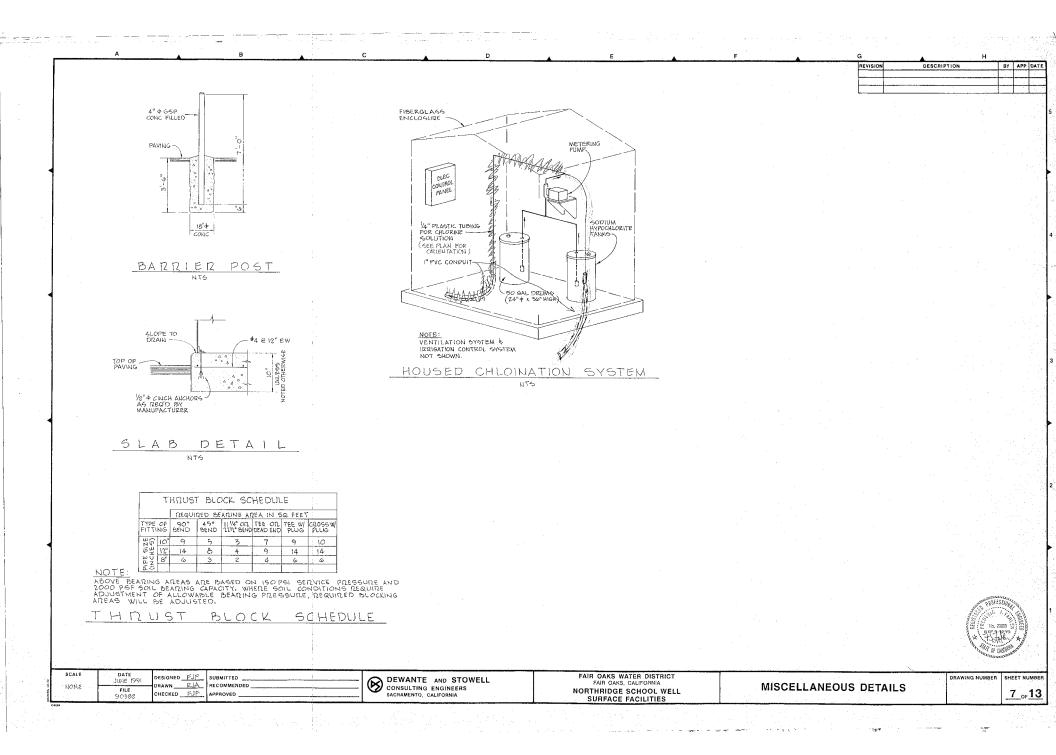


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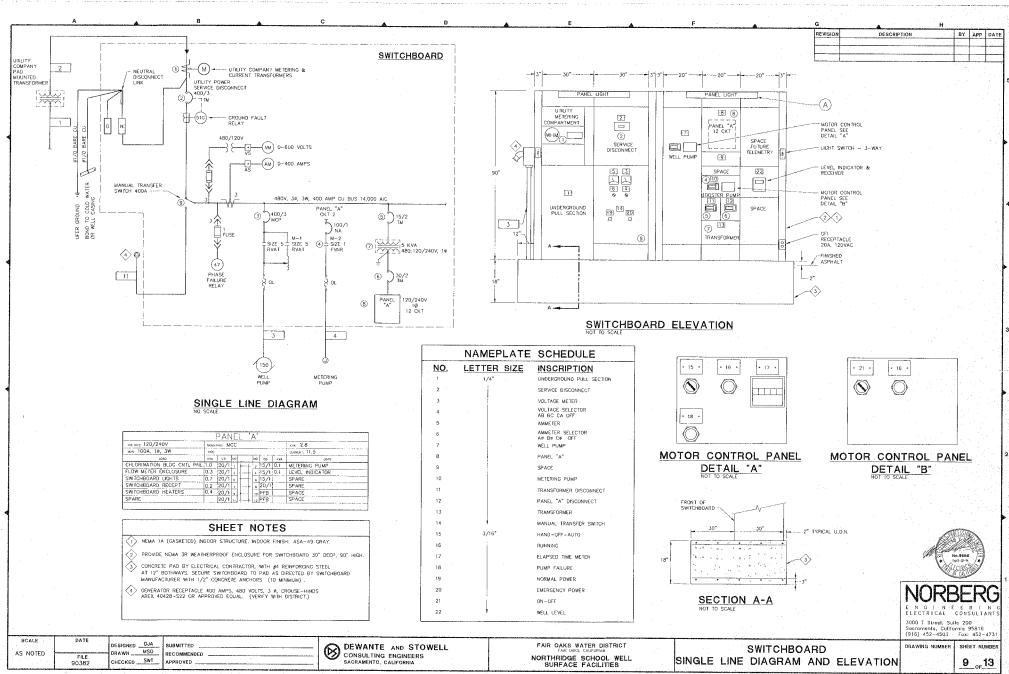






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) INDUSTRIAL RELAY (MACHINE TOOL)	CIRCUIT INTERRUPTER OR GROUND FAULT		TIME DELAY CONTACT,	HPS	HIGH PRESSURE SODIUM		2SPD	TWO SPEED STARTER	
LIMIT SWITCH		$\nabla^{-}$	NORMALLY OPEN TIME OPEN	ISR	INTRINSICALLY SAFE RELAY		SS-1	SELECTOR SWITCH 1	
IN TRINSICALLY SAFE RELAY		0-0	TIME DELAY CONTACT, NORMALLY CLOSED TIME CLOSED	INST	INSTANTANEOUS		SWBD	SWITCHBOARD	
	SEAL-OFF FITTING, CROUSE HINDS	EYS OR EQ		κν	KILOVOLT		TOD, TOE		
CEILING LIGHT FIXTURE	, <u>, , , , , , , , , , , , , , , , , , </u>	<sup>م</sup> لي	FLOAT SWITCH CLOSE ON HIGH LEVEL	KVA	KILOVOLT AMPERES		TM	THERMAL MAGNETIC	
BRACKET LICHT FIXTURE	C GROUND BUS	010	FLOAT SWITCH	ĸw	KILOWATT		TWSP	TWISTED SHIELDED PAIR	
WARNING LICHT	NEU TRAL BUS	0	CLOSE ON LOW LEVEL	LA	LIGHTNING ARRESTER		TWP	TWISTED PAIR	
POLE MOUNTED LICHT FIXTURE	PB PULL BOX	°Z°	PRESSURE SWITCH CLOSE HIGH PRESSURE	LOS	LOCK OFF STOP PUSH BUTTON		TYP	FYPICAL	
<u></u>	NAMEPLATE	0-10	PRESSURE SWITCH	mA	MILLIAMPERES		UG	UNDERGROUND	
FLUORESCENT LIGHT FIXTURE, SEE FIXTURE	WIRES CONNECTED	4	CLOSE LOW PRESSURE	MCC	MOTOR CONTROL CENTER		UON	UNLESS OTHERWISE NOTED	
	WRES NOT CONNECTED	0000	DISCONNECT SWITCH	мср	MOTOR CIRCUIT PROTECTOR		v ·	VOLTS, VOLTAGE	
5		ED	PUSH BUTTON, NORMALLY OPEN OR	МН	MANHOLE		VFD	VARIABLE FREQUENCY DRIVE	
) FLOOD LIGHT		۵D -	MOMENTARILY CLOSED	NOT	MOTOR OVERTEMPERATURE SENSOR		WP	WEATHERPROOF	
P EMERGENCY LIGHT PACK	±	<u></u>	PUSH BUTTON, NORMALLY CLOSED OR	MMS	MOTOR MOISTURE SENSOR		XFMR	TRANSFORMER	
	LIGHTNING ARRESTER		MOMENTARILY OPEN	MSB	MAIN SWITCHBOARD		ХP	EXPLOSION PROOF	
SINGLE POLE TOCGLE SWITCH, SWITCHING FIXTURES DENOTED	29 CONDUIT & WIRE IDENTIFICATION TA	(AG	TEMPERATURE SWITCH, NORMALLY CLOSED OPEN ON HIGH TEMP (CUT OUT)	MT	EMPTY CONDUIT WITH NYLON PULL C	CORD			
3 THREE WAY TOGGLE SWITCH	There note tag	~~ <del>~</del> ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	TEMPERATURE SWITCH, NORMALLY OPEN CLOSE ON HIGH TEMP					157	-
THERMAL MANUAL STARTER, 1 POLE	×.	/							H.
21 THERMAL, MANUAL STARTER, 2 POLE	TYPICAL MOTOR CONTROL CENTER/ SWITCHBOARD/PEDESTAL IDENTIFICATION TAC	,	WHITE PILOT LIGHT, PUSH TO TEST					Sel 1	
DUPLEX CONVENIENCE OU FLET	Ø, PH PHASE		GREEN PILOT LIGHT, PUSH TO TEST					No.5	9668
20A, 220V RECEPTACLE OUTLET	- 🔹 WELDER OUTLET, 50 AMP, 30, 4W,	, 208V WITH	RED PILOT LIGHT, PUSH TO TEST					North Carlier	AND
FOURPLEX CONVENIENCE RECEPTACLE	ONE MATCHING CAP.								*28468
OUTLET 20A, 125V	TELEPHONE OUTLET, WALL							NORB	Ē
DUPLEX CONVENIENCE OUTLET, HALF SWITCHED	JUNCTION BOX								F R
in the second second	-							ELECTRICAL C	
	1							3000 T Street, Suite Sacramento, Californ	200

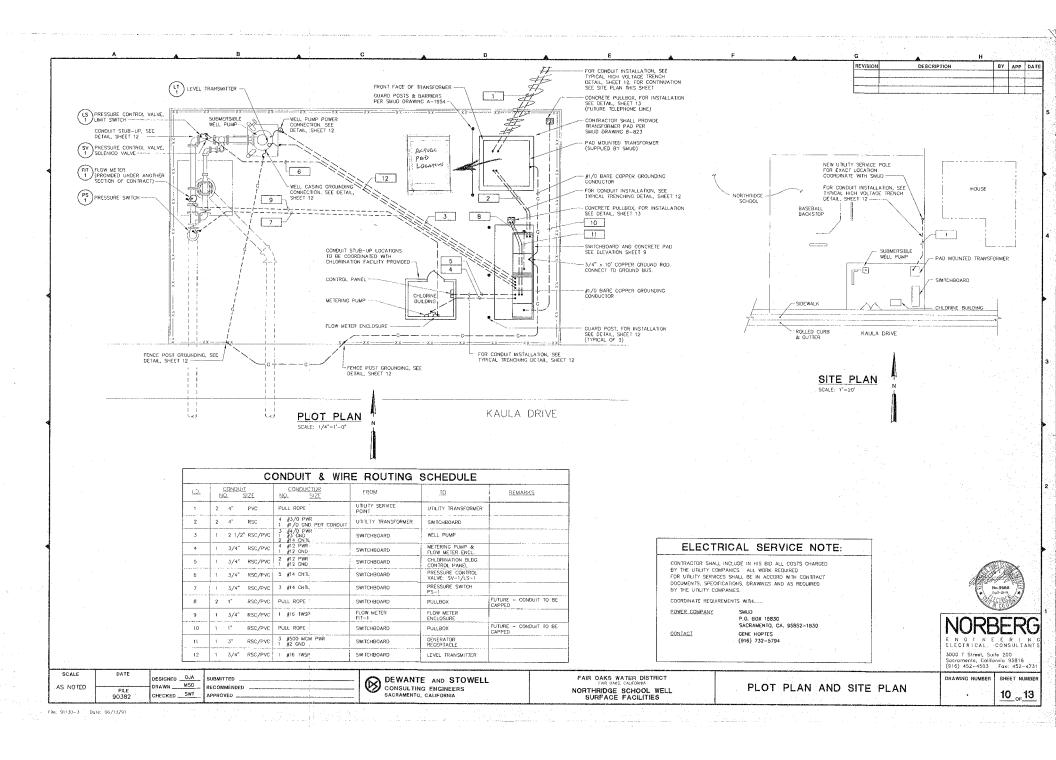
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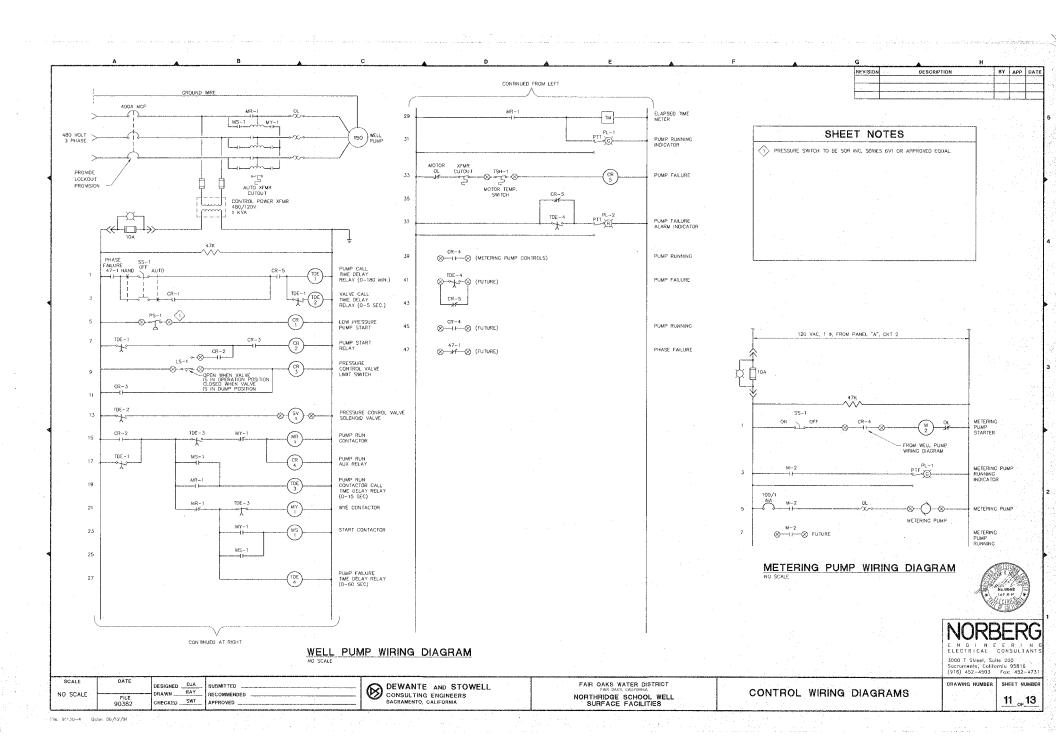


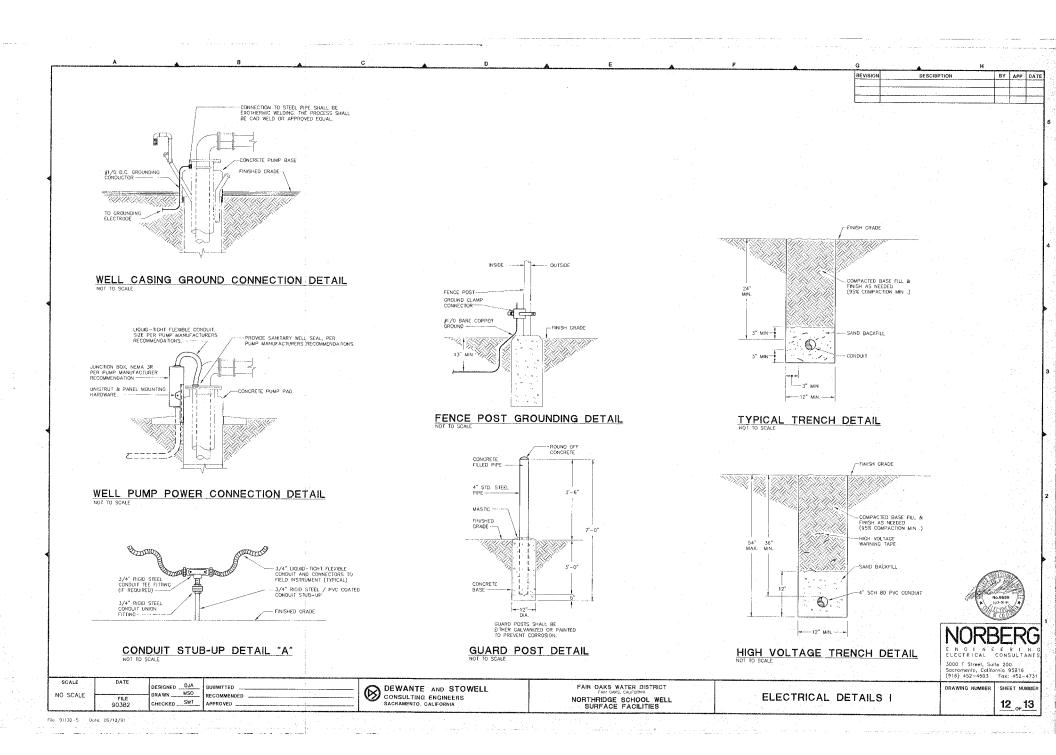
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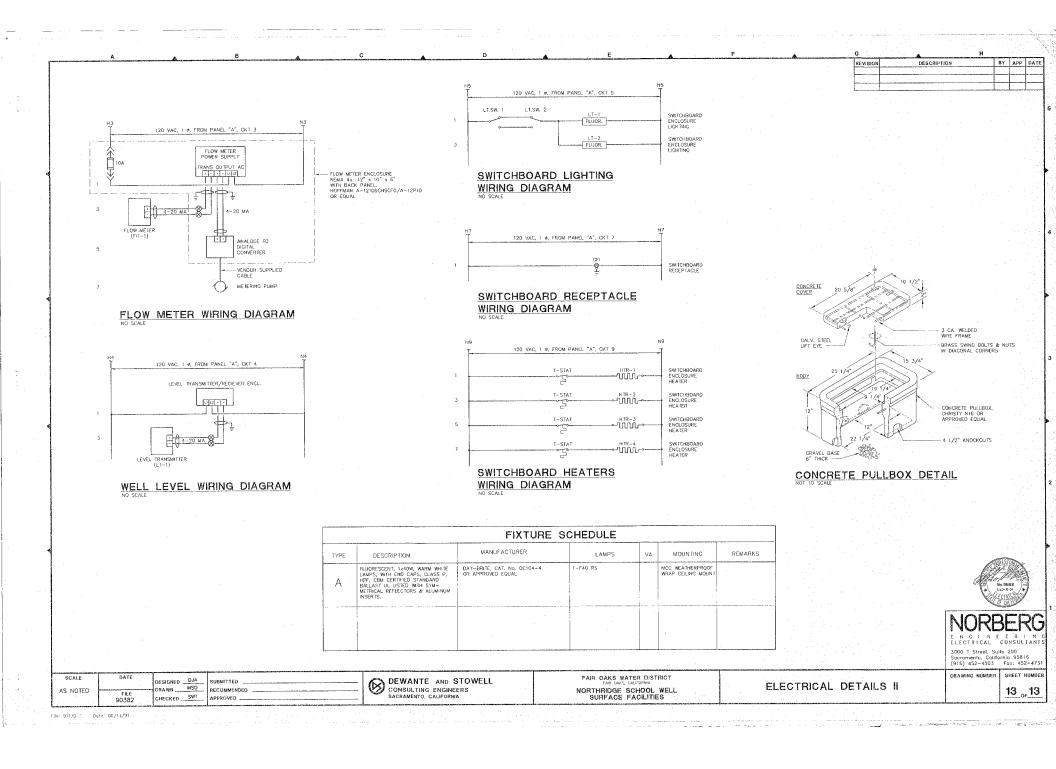
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## Fair Oaks Water District Standard Terms and Conditions

CONSULTANT agrees with DISTRICT that:

- a. When the law establishes a professional standard of care for the CONSULTANT'S services, to the fullest extent permitted by law, CONSULTANT will immediately defend, indemnify and hold harmless DISTRICT, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the CONSULTANT'S negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this Agreement. CONSULTANT shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of CONSULTANT'S performance or non-performance of the work hereunder and shall not tender such claims to DISTRICT nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of services, to the fullest extent permitted by law, CONSULTANT will immediately defend, indemnify and hold harmless DISTRICT, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the CONSULTANT or CONSULTANT'S employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of DISTRICT, its directors, officers, employees, or authorized volunteers.
- c. By their signature hereunder, CONSULTANT certifies that they are aware of the provisions 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 that CONSULTANT will comply with such provisions before commencing the performance of the services under this Agreement. CONSULTANT and SUB-CONSULTANTS will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.
- d. **Professional Liability** CONSULTANT will file with DISTRICT, before beginning professional services, a certificate of insurance satisfactory to Fair Oaks Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to DISTRICT. Coverage is to be placed with a carrier with an AM best rating of no less than A-:VII, or equivalent, or as otherwise approved by DISTRICT. The retroactive date (if any) is to be no later than the effective date of this Agreement. CONSULTANT shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. CONSULTANT shall purchase a five-year extended reporting period; i) if the retroactive date is advanced past the effective date of this Agreement, ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the CONSULTANT employs other consultants (SUB-CONSULTANTS) as part of the work covered by this Agreement, it shall be the CONSULTANT's responsibility to require

and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- e. **Minimum Insurance Requirements** CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or SUB-CONSULTANTS.
- f. CONSULTANT will file with DISTRICT, before beginning services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing:
  - a) **Coverage** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
    - i) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)
    - ii) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto)

### b) Limit – The CONSULTANT shall maintain limits no less than the following:

- i) General liability coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury, and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).
- ii) Auto liability One million dollars (\$1,000,000) for bodily injury and property damage each accident limit;
- iii) Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the Fair Oaks Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Fair Oaks Water District; but this provision applies regardless of whether or not the Fair Oaks Water District has received a waiver of subrogation from the insurer.

### c) **Required Provisions**

- i) The general liability coverage shall give Fair Oaks Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01) specifically naming the Fair Oaks Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
- ii) The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by DISTRICT, its directors,

officers, employees, or authorized volunteers shall not contribute to it."

- iii) Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by DISTRICT.
- iv) The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers.
- v) In the event that the CONSULTANT employs other CONSULTANT (SUB-CONSULTANT) as part of the work covered by this Agreement, it shall be the CONSULTANT'S responsibility to require and confirm that each SUB-CONSULTANT meets the minimum insurance requirements specified above.
- g. If the CONSULTANT 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 higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.
- h. If any of the required coverages expire during the term of this Agreement, the CONSULTANT shall deliver the renewal certificate(s) including the general liability additional insured endorsement to DISTRICT at least ten (10) days prior to the expiration date.
- i. CONSULTANT shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 2 as "other authorized representative(s)."
- j. Payment, unless otherwise specified on Page 1, is to be in accordance with DISTRICT policy after acceptance by DISTRICT.
- k. Permits required by government authorities will be obtained at CONSULTANT'S expense, and CONSULTANT will comply with local, state, and federal regulations and statutes including, but not limited to Cal/OSHA requirements.
- 1. The CONSULTANT shall execute and maintain the CONSULTANT'S work to avoid injury or damage to any person or property. The CONSULTANT shall comply with the requirements and specification relating to safety measures applicable in particular operations or kinds of work.
- m. Any change in the scope of the services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by DISTRICT. CONSULTANT'S "authorized representative(s)" has (have) the authority to execute such written change for CONSULTANT.
- n. **Ownership of Documents** All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model,

computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by CONSULTANT under this Agreement and provided to DISTRICT ("Work Product") shall be the property of DISTRICT, and DISTRICT shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to CONSULTANT or any other party. CONSULTANT may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that CONSULTANT shall not provide any Work Product to any third party without DISTRICT'S prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, CONSULTANT may copyright the same, except that, as to any Work Product that is copyrightable by CONSULTANT, DISTRICT reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If DISTRICT reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then DISTRICT shall hold CONSULTANT harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to DISTRICT in a paper format, upon request by DISTRICT at any time (including, but not limited to, at expiration or termination of this Agreement), CONSULTANT agrees to provide the Work Product to DISTRICT in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

o. Confidentiality of Information – CONSULTANT shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the DISTRICT or created by CONSULTANT in connection with the performance of the Work under this Agreement (the "Confidential Material"). CONSULTANT shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by DISTRICT. CONSULTANT also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by DISTRICT. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure.

Unless otherwise directed in writing by the DISTRICT, upon contract completion or termination, CONSULTANT must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the DISTRICT that such materials have been destroyed.

p. Assignment – CONSULTANT shall not assign or transfer this Agreement or any rights or obligations under this Agreement without DISTRICT'S prior written consent, which shall not be unreasonably withheld. A change in control of CONSULTANT constitutes an assignment under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of

this Agreement by DISTRICT. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

q. No Waiver of Rights – Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by DISTRICT to CONSULTANT shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

By signing below, the parties have read and agreed to the Standard Terms and Conditions.

**DISTRICT:** 

**CONSULTANT:** 

(Signature)

(Signature)

Print:	
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Title: \_\_\_\_\_

Title: \_\_\_\_\_

Print: \_\_\_\_\_\_