



Request for Proposals
for
2025 LIGHTING SURVEY PROJECT
Performance of lighting survey and recommended
improvements services

DATE OF ISSUANCE:

January 3, 2025

PROPOSALS DUE:

January 31, 2025, 5:00 PM

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REQUEST FOR PROPOSALS

I. INTRODUCTION

The Fairfield-Suisun Sewer District (District) is requesting Proposals from State of California qualified consultants and/ or lighting specialist firms to conduct a detailed exterior lighting survey, identify actionable recommendations for improvement, and develop a cost estimate to address safety and security issues associated with limited light coverage at the District's wastewater treatment plant. The work is located in Fairfield, CA.

The District shall use its standard Letter Agreement to enter into an agreement with the selected Consultant (Consultant, Specialist firm) for the work specified herein. A copy of the Standard Consulting Services Agreement is included as **Appendix A** of this RFP. Consultants shall carefully review the Agreement prior to submission of a Proposal. Submission of a Proposal is the Consultant's acknowledgement that the terms and conditions of the Agreement are acceptable to the Consultant.

The principal contact with the District will be:

Trang Bui – Engineering Technician
707-428-9130, TBui@fairfieldsuisunsewer.ca.gov

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 Consultants. The District makes no assurances that questions received within seven (7) days of the Proposals due date shall be answered.

II. BACKGROUND AND PROJECT INFORMATION

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 71 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.

Jobsite Location

The jobsite location is:

Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, CA 94534

The lighting survey work is for a: Wastewater Treatment Facility. This is a large industrial facility with paved roadways, uneven surfaces and grades, stairs, catwalks, ground surface areas, and

elevated work areas. Due to the nature of the request, the Consultant's attention is called to the insurance and indemnification requirements after Agreement award.

Pre-Proposal Site Inspection

The Owner will allow Consultants access to the jobsite for inspection and to answer questions on **January 14, 2025, 9:00 AM**. Consultants shall promptly arrive at the District's **Front Entrance, 1010 Chadbourne Road, Fairfield CA 94534**. Consultants are encouraged to attend and shall notify the District's Project Manager, **Trang Bui, TBui@fairfieldsuisunsewer.ca.gov** by **January 13, 2025, 5:00 PM**, to confirm attendance.

III. SCOPE OF WORK

1. Objectives:

The District Seeks to:

- Identify deficiencies in the existing lighting system.
- Recommend upgrades that ensure safety, energy efficiency, and compliance with Title 24 regulations.
- Provide cost-effective solutions for lighting improvements.

2. Work to be performed for the complete Treatment Plant exterior (excluding building interiors):

The project involves the following main elements:

a. Conduct a comprehensive lighting survey:

- Meet with Plant staff to gather feedback and requirements for access areas and lighting needs, including but not limited to circuitry schematics and identified issues.
- Assess existing lighting during both day and night to identify:
 - Quantity and types of existing lighting.
 - Malfunctioning or obsolete fixtures.
 - Dark or insufficiently lit areas.
 - Safety hazards related to inadequate lighting.

b. Develop a lighting improvement plan:

- Recommend upgrades, including types of fixtures, poles, lumens, and controls (motion sensors, photocells).
- Recommend alternatives for recommended replacement systems and components.

c. Perform technical evaluations:

- Evaluate Plant lighting circuitry and staff feedback and identify safety improvements for working with, and maintaining lighting circuitry.

- Conduct a load study to assess circuit capacity and recommend reconfigurations.
 - Propose alternatives for transitioning lighting from 277V to 120V circuits.
- d. Provide detailed cost estimates for all aforementioned recommendations and evaluations:
- Include costs for labor, materials, and equipment.
 - Address potential costs for new concrete bases for poles, wiring, and conduits.
 - Include all design costs.
- e. Prepare deliverables:
- Submit organized reports in MS Word, Excel, and PDF formats.
 - Allow one District staff review round for deliverables. Incorporate feedback from District staff and provide revised, finalized reports.
- f. Meetings and presentations:
- Attend a kickoff meeting with District staff.
 - Present findings, recommendations, and technical details in an onsite review meeting
3. Design and Performance Standards:
- a. All areas of poor lighting are identified and assessed. Lighting improvements are identified.
 - b. Ensure that bolt patterns for replacement light post bases match existing concrete bases and anchors wherever feasible.
 - c. Handholes for all new handholes are generous in size, minimum 5" x 5".
 - d. Lamps are available from a variety of vendor sources.
 - e. All materials are corrosion resistant, suitable for industrial/ wastewater facilities.
 - f. Lamps do not facilitate wasp nesting.
 - g. Lamps contain photocells, or a single photocell per group for automatic on/ off.
4. Administrative Information:
- A. Insurance
- 1) The selected Consultant will be required to execute an agreement with the District. The District's agreement template is provided in Appendix A. Note the insurance requirements (insurance certificates and endorsements will be required before the work may begin).

A. Proposal Contents

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. Title Page: Title page showing the proposal's subject; the firm's name; and the date of the proposal.
2. Table of Contents
3. 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.
4. Detailed Technical Proposal: The proposal shall demonstrate the qualifications, competence, and capacity of the proposing consultant team 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 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 Qualifications and Experience*: State the size of the proposing consultant team, the location of the office(s) from which the work on this project is to be performed and the number and nature of the professional staff to be employed in this project. 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. *Similar Projects with Other Agencies*: For the proposing consultant team's office and staff that will be assigned responsibility for the work, list the most significant projects (maximum of 5) performed in the last five years that are similar to the work described in this RFP. Indicate the scope of work, date, project team leader, and the name, email address, and telephone number of the principal client contact.
 - c. *Specific Approach*: Set forth a work plan, including an explanation of the methodology to be followed, to perform the services required in Section III, SCOPE OF WORK, of this RFP. The approach may include additional optional tasks recommended by the Consultant.
 - d. *Project Schedule*: Set forth a detailed schedule that establishes anticipated completion of project tasks and submittal of deliverables required in Section III, SCOPE OF WORK, of this RFP.

5. **Cost Proposal:** The proposal shall include a single schedule of estimated costs for the services required in Section III of this RFP, including all tasks and deliverables. At a minimum, the cost proposal shall indicate the estimated hours and hourly rate for each personnel classification to be used for each task from the proposing firm and any subconsultants, as well as any other estimated direct costs. The cost proposal shall summarize the estimated cost per task. Separate line items shall be provided for each optional task (both those listed in the RFP and others recommended by the Consultant). Total cost shall not exceed \$130,000 in accordance with available grant reimbursement funding.
6. **Key Personnel:** Submit resumes of the project manager and other key personnel being proposed to complete the work. For each key personnel, explain that person's availability to work on this project.

Draft Scope of Work: Provide a draft of a detailed scope of work that would become the basis of scope negotiation should the proposing firm be selected. Include all assumptions and planned deliverables.

B. Proposal Submittal

Proposals will be accepted in ELECTRONIC FORMAT (PDF), by email. It is the proposing firm's responsibility to ensure receipt of the Proposal by District staff prior to the deadline. Complete Proposal should be sent as a single file to the following address:

Trang Bui – Engineering Technician
tbui@fairfieldsuisunsewer.ca.gov

IV. EVALUATION PROCEDURES

Review Committee: Proposals will be evaluated by a review committee comprising of District Staff.

Evaluation Criteria: Proposals will be evaluated using the following criteria:

1. Technical Expertise and Qualifications (40%)
 - Demonstrated experience in lighting surveys and safety improvement projects.
 - Expertise in industrial lighting systems and regulatory compliance
 - Relevant qualifications of key personnel and sub-consultants (if applicable)
 - Quality of similar work for other clients, especially for industrial or municipal facilities
2. Project Approach and Methodology (25%)
 - Clarity and detail in the proposed approach
 - Feasibility and comprehensiveness of the methodology to achieve project objectives
3. Project Management and Timeline (15%)
 - Practicality and efficiency of the proposed schedule and milestones
 - Experience managing similar projects within budget and time constraints

4. References (10%)
 - Three (3) professional references with project details, including contact information and a brief description of the work performed
5. Cost Effectiveness (10%)
 - Demonstrated value in the cost proposal relative to the scope of work

Optional Oral Presentations: The review committee may request oral presentations from select firms to clarify proposals and address questions.

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

Consultants are advised of the following deadlines and key dates:

Project Schedule Milestone	Key Dates
Request for Proposals issued	January 3, 2025
Pre-Proposal Site Visit and Meeting	January 14, 2025
Due date for Consultant questions	January 24, 2025
Due date for Proposals	January 31, 2025

All work must be completed within one hundred and twenty (120) calendar days after the commencement date stated in the Notice to Proceed. The Consultant and District's Project Manager shall establish a mutually agreeable work schedule within 14 calendar days of the Notice to Proceed.

APPENDICES

APPENDIX A: Standard Consulting Services Agreement

AGREEMENT FOR CONSULTING SERVICES

THIS Agreement (“Agreement”) is made as of _____, 20____, between the FAIRFIELD-SUISUN SEWER DISTRICT, hereinafter referred to as “DISTRICT” and **CONSULTANT NAME**, hereinafter referred to as “CONSULTANT.”

WITNESSETH:

WHEREAS, DISTRICT desires to contract for **Enter Project Name** which for the purposes of this Agreement shall be called “PROJECT,” and,

WHEREAS, CONSULTANT is willing and qualified to do said consulting work;

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 CONSULTANT

- A. The CONSULTANT shall provide services required for the PROJECT as described in the Scope of Work, Exhibit “A,” which is incorporated in by reference.
- B. CONSULTANT agrees that CONSULTANT and all of said CONSULTANT’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 CONSULTANT, 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. CONSULTANT 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 CONSULTANT pursuant to this Agreement.
- D. The DISTRICT’s approval of drawings, designs, specifications, reports, and incidental engineering work or other services or materials furnished hereunder shall not relieve CONSULTANT 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. CONSULTANT 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 CONSULTANT and 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, X, and XI, shall continue beyond such termination.

II. DUTIES OF DISTRICT

The DISTRICT, without cost to CONSULTANT, will provide pertinent information reasonably available to it, which is necessary for performance by CONSULTANT 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. CONSULTANT will use its professional judgment in the review and use of data so provided. However, CONSULTANT will not be liable for any error or omission in any data furnished by DISTRICT and used by CONSULTANT which could not reasonably be discovered by CONSULTANT. To this extent CONSULTANT is entitled to rely on data provided by DISTRICT.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of DISTRICT.
- B. It is understood by the parties that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of DISTRICT.
- C. The DISTRICT does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by CONSULTANT in the performance of this Agreement. CONSULTANT is solely responsible for any such use.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation: For and in consideration of the professional services to be provided by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT, and CONSULTANT agrees to accept from DISTRICT compensation for said services on a time and material basis with a maximum fee not to exceed Enter Dollar Amount in Words DOLLARS (\$Enter Dollar Amount in Numbers) in accordance with the Fee Schedule, attached as Exhibit "B," which is incorporated herein by reference.
- 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 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 Engineer: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, 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 said invoice. In the event that a payment dispute arises between the parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT'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: CONSULTANT is to notify the DISTRICT when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, CONSULTANT 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: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT'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 the CONSULTANT, or its agents, including subcontractors. Nothing in this paragraph is intended to limit the liability of the CONSULTANT for damages which might arise from the CONSULTANT's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

V. TIME OF COMPLETION

- A. Work described in Section I shall be completed in accordance with Project Schedule, described in Exhibit "C," which is incorporated in by reference.
- B. Failure of the CONSULTANT to perform any of the required services in a timely manner, or to meet any completion schedule made a part of this Agreement, including any interim milestone set forth, shall

constitute a basis for termination for cause as set forth in subsection VII.A. The parties agree to immediately and diligently proceed with their respective duties to the end that the PROJECT will be completed satisfactorily within the prescribed time.

VI. CONSULTANT'S ASSIGNED PERSONNEL

CONSULTANT 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.

CONSULTANT 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, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

No subcontract shall be awarded, or an outside consultant engaged, by the CONSULTANT, unless the CONSULTANT 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 the CONSULTANT of the obligations or covenants set forth in this Agreement.

VII. TERMINATION

- A. Either party may terminate this Agreement for cause, in whole or in part, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination for cause may be effected unless the other party is given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- B. If the DISTRICT terminates this Agreement pursuant to subsection VII.A., above, nothing set forth in this Agreement is intended to require the District to compensate CONSULTANT 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. The DISTRICT may terminate this Agreement, in whole or in part, whether or not CONSULTANT has failed to fulfill its obligations, if the DISTRICT has a reasonable basis for termination. CONSULTANT will be given: (1) not less than ten (10) calendar days' written notice (delivered by Certified Mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the District before termination.
- D. Upon receipt of a termination notice, CONSULTANT 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 CONSULTANT 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.
- E. Upon termination under subsection VII.C., the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT 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 CONSULTANT 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

CONSULTANT 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 out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT related to the provision of any professional services provided hereunder, but not including claims, losses, damage, injury, death, or other liabilities caused by the active negligence, or the 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 the CONSULTANT's operations, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements does not relieve CONSULTANT 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

CONSULTANT 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 hereunder by the CONSULTANT, his agents, representatives, or employees.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Form CG 00 01 on an "occurrence" basis). Coverage is to be endorsed to include contractual liability.
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONSULTANT's profession.

B. MINIMUM LIMITS OF INSURANCE

CONSULTANT, throughout shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal and advertising injury, and property damage, including products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions): \$1,000,000 per claim, \$1,000,000 aggregate.

If CONSULTANT maintains higher limits than the minimums shown above, DISTRICT is entitled to coverage for the higher limits maintained by CONSULTANT.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must not exceed \$50,000, unless authorized in writing by the DISTRICT.

D. OTHER INSURANCE PROVISIONS

1. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: The DISTRICT, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT, including materials, parts, equipment furnished in connection with such work or operations; or automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT.
2. For any claims related to the Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers, but only to the extent the claims arise out of CONSULTANT's acts or omissions. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Should any of the above described policies be cancelled prior to the policies' expiration date, CONSULTANT agrees that notice of cancellation will be delivered in accordance with the policy provisions.
4. CONSULTANT hereby grants to the DISTRICT a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect 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.
5. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the DISTRICT.

F. VERIFICATION OF COVERAGE

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the DISTRICT before any work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section at any time.

X. OWNERSHIP OF DOCUMENTS

All rights, title, royalties and interest to all work product of CONSULTANT 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 CONSULTANT in performing work under this Agreement, whether complete or in

progress, shall be vested in the DISTRICT, upon payment of amounts owing pursuant to this Agreement, and none shall be revealed, disseminated, or made available by CONSULTANT to others without prior consent of the DISTRICT. If this Agreement is terminated in accordance with Section VII, CONSULTANT shall deliver such documents within two weeks of receipt of a termination notice.

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

XI. EXAMINATION OF RECORDS

CONSULTANT 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.

XII. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to CONSULTANT'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.

XIII. 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.

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

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

XIV. APPLICABLE LAWS

CONSULTANT 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.

As set forth in California Labor Code Section 1770, et seq., not less than the prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work, shall be paid to all workers on this project. Copies of the prevailing rate of per diem wages are available to the public from the DIR. The Contractor shall post a copy of the determination of the Director of the DIR regarding per diem wages at each job site.

XV. 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

ATTEST:

District Clerk

NAME OF CONSULTANT FIRM:

Signature

Title

APPENDIX B: Reference Documentation

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

1. File 1 Facility Map – Map of The District’s Facility with electrical distribution to various lighting nodes.
2. File 2 Lighting Distribution Drawing – Representation of FSSD staff’s understanding of current circuit schedule. Drawing is for informational purposes only.

*****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:

[RFP- Lighting Survey 2025](#)
