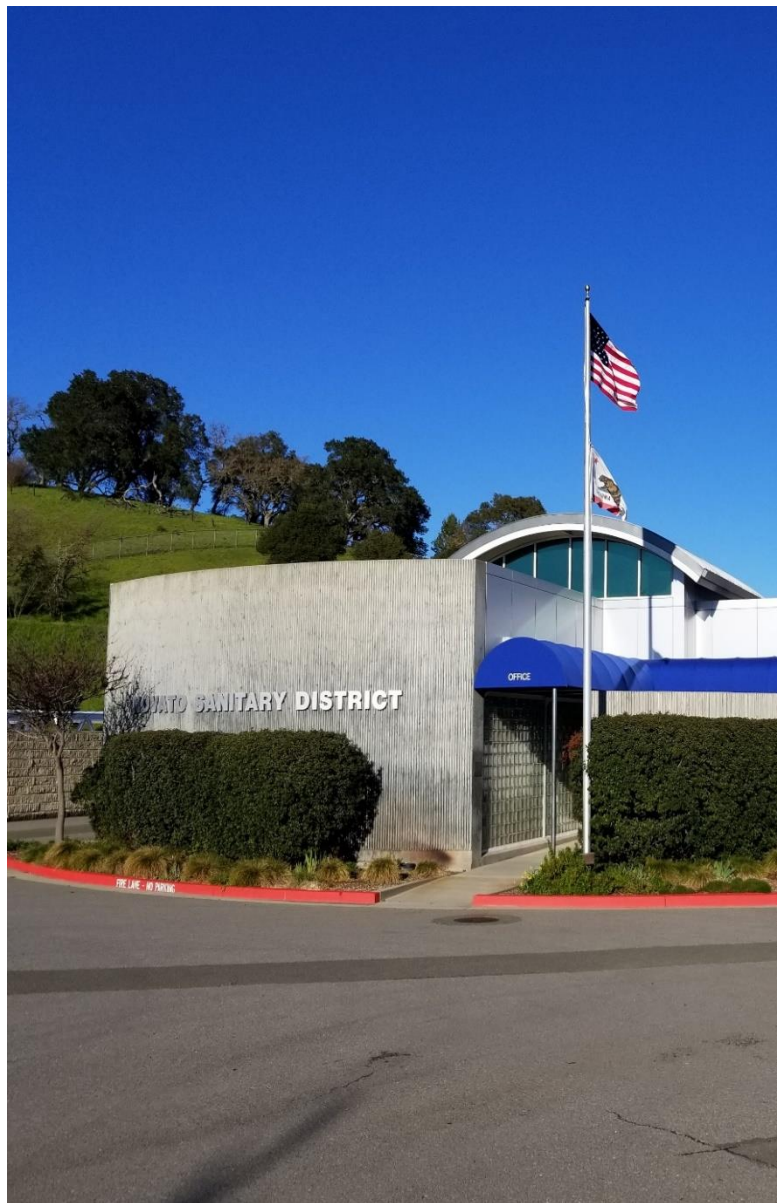


NOVATO SANITARY DISTRICT

Request for Proposals:

Force Main Condition Assessment



Mandatory job walk:

December 3, 2025, 9:00 AM

Proposals due:

January 8, 2026, 4:30 PM

Novato Sanitary District
500 Davidson Street
Novato, CA 94945
(415) 892-1694
www.novatosan.com



*Creating Worth From
all of Novato's Waste*

Contents

I. BACKGROUND	3
II. PROJECT OVERVIEW	3
III. SCOPE OF WORK.....	18
IV. SUBMITTAL OF PROPOSAL FORMAT AND CONTENT	25
V. EVALUATION CRITERIA.....	26
VI. GENERAL TERMS AND CONDITIONS	26
VII. INSTRUCTIONS TO PROPOSERS	26
VIII. TIMELINE FOR SELECTION PROCESS	26

APPENDICES:

APPENDIX A Supporting Files Reference Table

APPENDIX B Cost Proposal

APPENDIX C Sample Agreement for Services

I. BACKGROUND

Novato Sanitary District (District) is a special district located in Novato, California, serving approximately 60,000 residents. The District covers approximately 34 square miles, providing wastewater collection, treatment, disposal, and recycling for Novato and the surrounding area. District facilities include approximately 250 miles of sewers, 40 pump stations, a wastewater treatment plant, and an approximately 800-acre reclamation facility.

The District budgeted \$15.3 million in Operating Expenditures and \$15.9 million in Capital Improvement Plan expenditures in the 2025-2026 Fiscal Year. The District is governed by a publicly elected board of five directors, managed by a General Manager, and staffed by 22 employees.

In an effort to advance its mission of providing responsible, environmental, and economical wastewater management for Novato, and to satisfy its Waste Discharge Requirements, the District plans to assess the condition of its sewer force mains over a multi-year period. This RFP pertains to the condition assessment of three of those sewer force mains using ultrasonic inspection technology:

- Bahia Main
- Scottsdale
- Bel-Marín Keys No. 5 (BMK No. 5)

These three force mains range from 8 inches to 12 inches in diameter and collectively total between four and five miles in length. These force mains convey untreated wastewater.

II. PROJECT OVERVIEW

This Request for Proposals (RFP) invites submissions from qualified and experienced respondents to perform condition assessments of three sewer force mains (Bahia Main, Scottsdale, and Bel-Marín Keys No. 5).

The work will include pre-inspection planning, cleaning, and condition assessment of each force main using ultrasonic smart pigs, followed by preparation of a comprehensive report detailing all findings. **Table 1** summarizes information for each force main. More information regarding each force main is presented in the following sections. Supporting documentation for the existing facilities is tabulated in Appendix A and provided as attachments to this RFP.

Table 1. Force Main Information

	Bahia Main	BMK No. 5	Scottsdale
Diameter(s)	12"	12"	8", 10"
Approximate Length	14,100'	4,580'	4,620'
Material(s)	PVC	AC, PVC	AC, PVC
Interconnecting Force Main(s)	Black Point and Deer Island	None	Automart
Pressure At Pump Station(s)	Bahia Main: 70 psi Black Point: 38 psi Deer Island: 5 psi	BMK No. 5: 10 psi	Scottsdale: 13 psi Automart: 5 psi

1. Bahia Main

General Information

The Bahia Main Force Main conveys untreated wastewater from the Bahia Main Pump Station to the Novato Wastewater Treatment Plant. The Bahia Main Pump Station and Force Main were constructed circa 1982. Since then, the main has been modified to allow for the discharge of the Black Point and Deer Island Force Mains into the Bahia Main Force Main. Additionally, the main was modified such that it discharges at a different manhole at the treatment plant than it did when originally constructed in 1982. Resultingly, the main is several hundred feet shorter than it was when first constructed. The approximate alignment is shown in **Figure 1**. Various portions of the alignment are within public rights-of-way, an easement through Marin County Open Space Land, and easements through private property. The contractor shall coordinate access to portions of the alignment not within public right-of-way with the District in advance of the work.

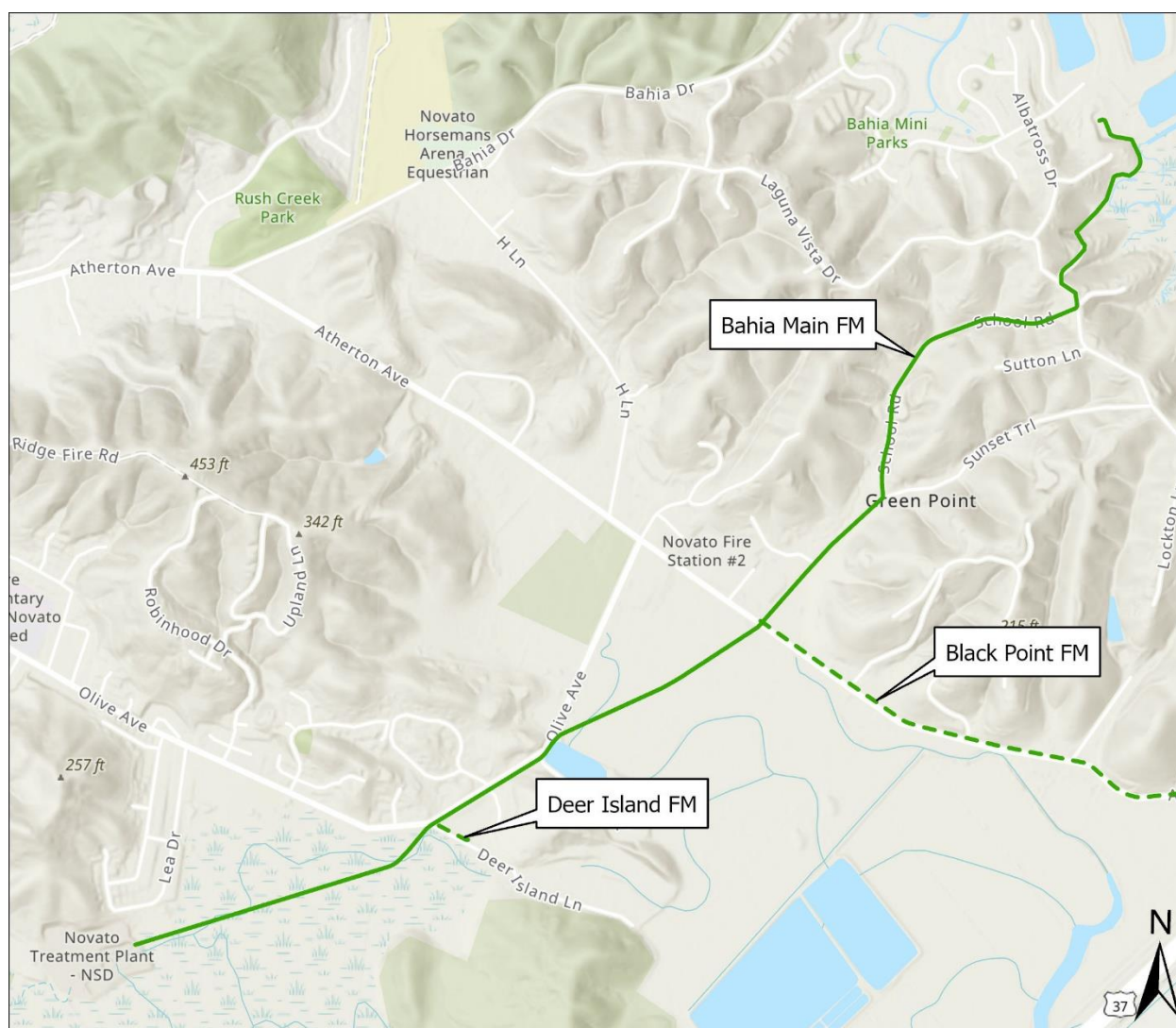


Figure 1. Bahia Main Force Main Alignment

Pig Insertion

The work includes temporary modifications to the existing facility that are necessary to insert the cleaning pigs and ultrasonic smart pig into the pipeline. A photograph showing the approximate location at which the pig can be inserted into the main is included as **Figure 2**. The vantage point in the photograph is similar to that of Section B on Sheet BM-4 of the Bahia Interceptor Project drawings (specifically Sheet Grid Cell E2).

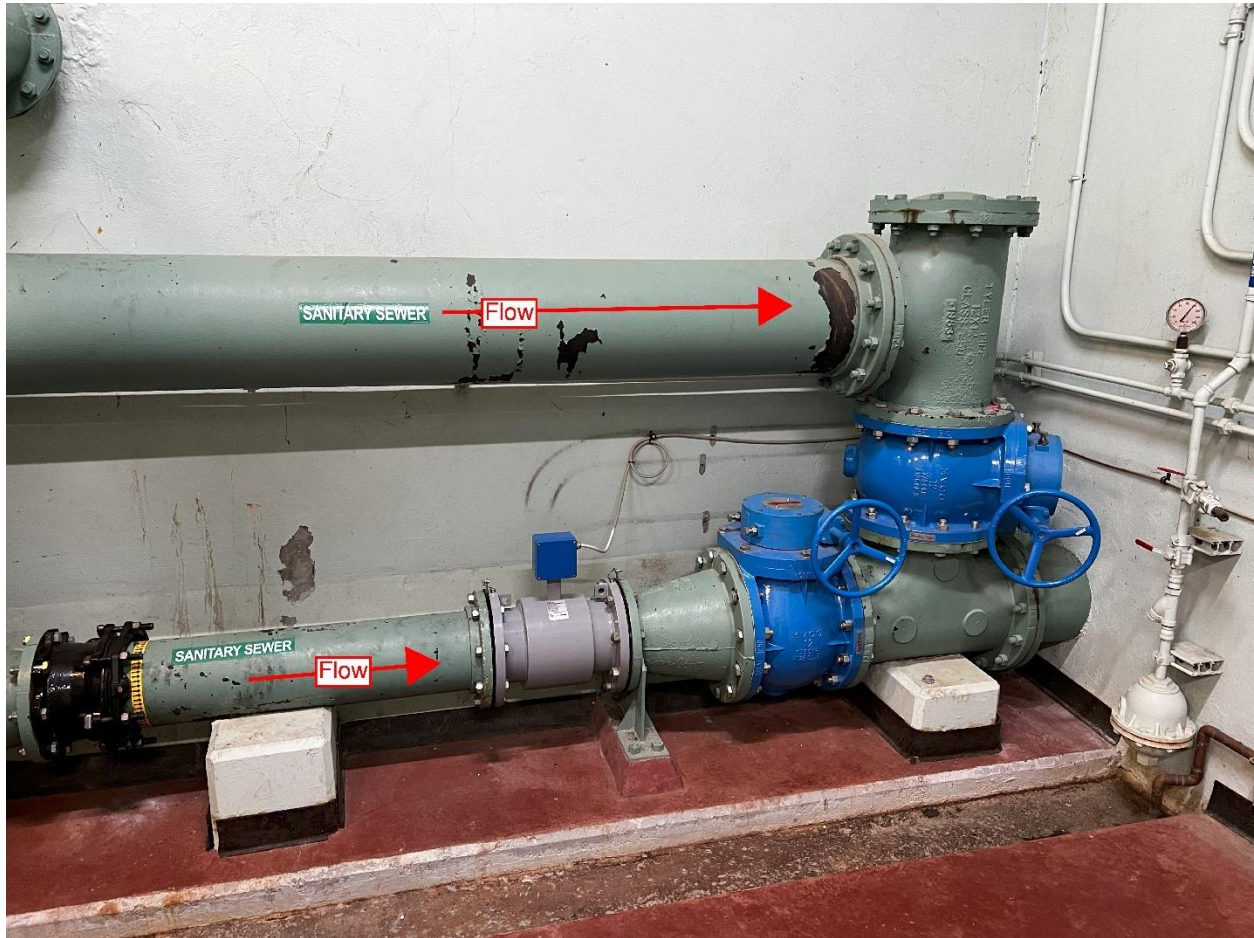


Figure 2. Bahia Main Pump Station Existing Configuration

The inspection contractor will be responsible for removing existing piping as shown in **Figure 3** and providing all the necessary piping, fittings, launch tube, and ancillary materials and equipment required to launch the pigs at the specified location. The inspection contractor is also responsible for reassembling existing piping components upon completion of the pipeline cleaning and inspection.

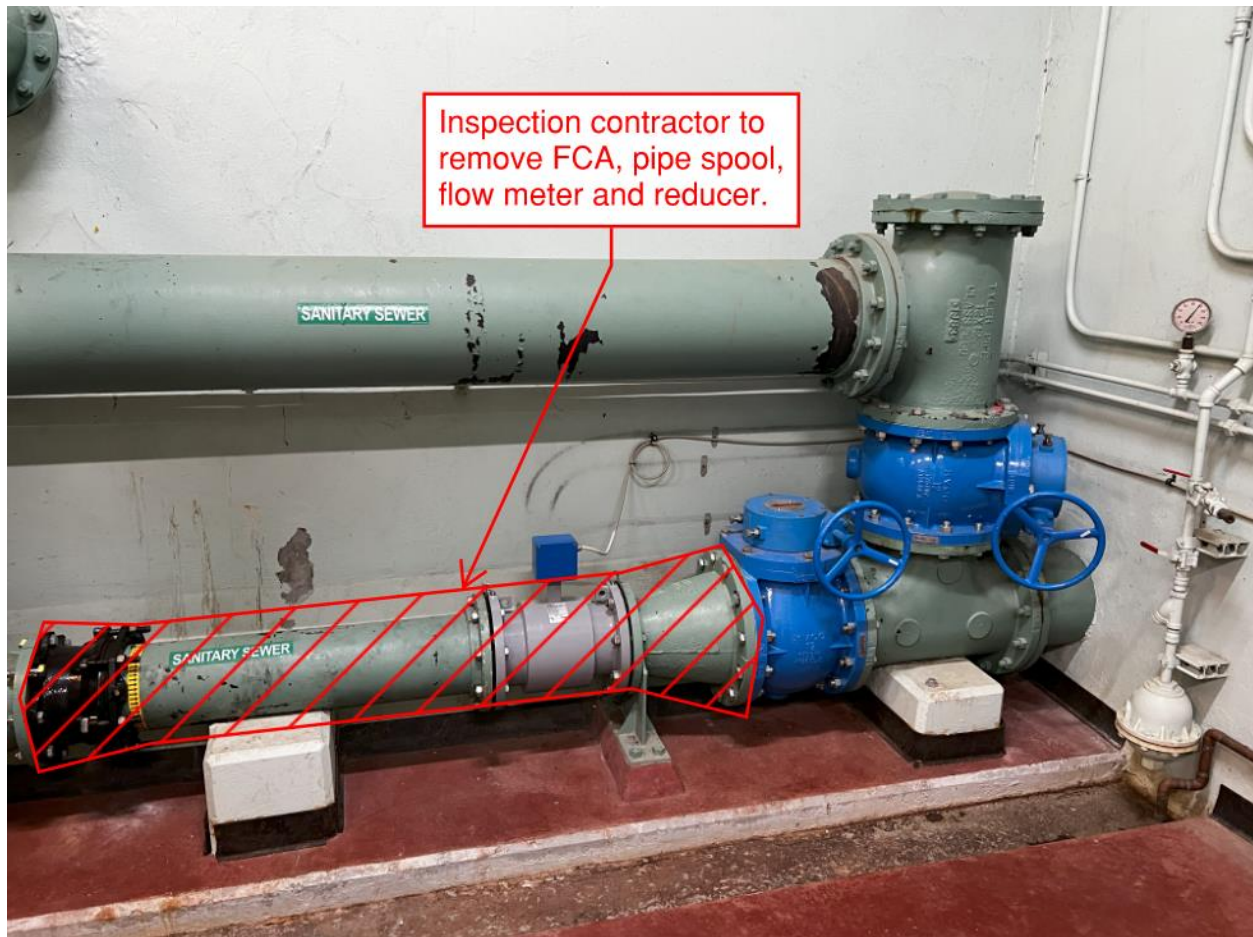


Figure 3. Bahia Main Pump Station Pig Launching Modifications

Flow Data

The total runtime and flow volume observed at the Bahia Main Pump Station on representative dry and wet days is presented in **Table 2**.

Table 2. Bahia Main Pump Station Flow Data

	Runtime	Total Flow Volume
Dry	0.7 hours	35,000 gallons
Wet	6 hours	235,000 gallons

Flow from the force mains which connect to the Bahia Main Force Main downstream of the Bahia Main Pump Station is not metered (Black Point and Deer Island Force Mains).

Pump Data

A pump curve for a single Bahia Main pump is included in the supporting documents folder. The pump motor is not controlled by a variable frequency drive (VFD) and flow control must be accomplished by throttling valves or by using a contractor-furnished pump. Proposed throttling of valves is subject to District review and approval.

Pump curves for single pumps for the Black Point and Deer Island Pump Stations are included in the supporting documents folder.

Pump Station Site

The location of the Bahia Main Pump Station is shown in **Figure 4** on the following page. This pump station is within the City of Novato.

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Figure 4. Bahia Main Pump Station Site

2. Scottsdale

General Information

The Scottsdale Force Main conveys untreated wastewater from the Scottsdale Pump Station, also referred to as the Scottsdale South Pump Station, to a manhole near Novato Creek. The main was constructed circa 1964. Since then, the Scottsdale Pump Station and portions of the Scottsdale Force Main have been modified multiple times, including a connection with the Automart Force Main. A new segment of pipeline was constructed circa 1988, and an original portion abandoned such that the northern, downstream end of the Scottsdale Force Main parallels Novato Creek, instead of crossing it. The Scottsdale Pump Station and portions of the main were modified in the 2000s. The approximate alignment is shown in **Figure 5**. Flow is from south to north.

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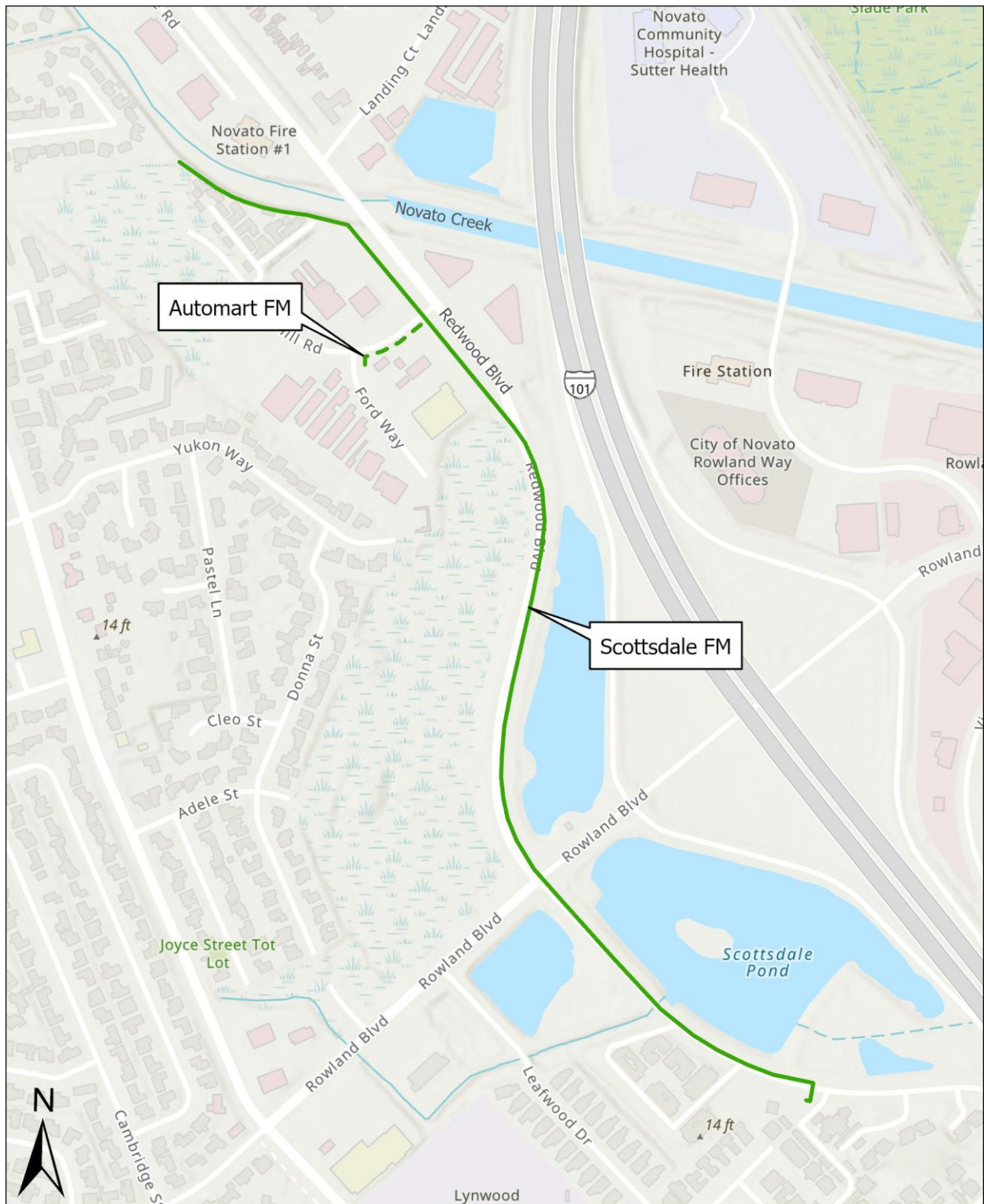


Figure 5. Scottsdale Force Main Alignment

Pig Insertion

A photograph showing the approximate location where the pig will be inserted into the pipeline is shown below in **Figure 6**.



Figure 6. Scottsdale Pump Station Existing Pipe Configuration

The inspection contractor will be responsible for connecting to existing piping and providing the necessary piping, fittings, launch tube, and ancillary materials and equipment required to launch the pigs at the specified location. The inspection contractor is also responsible for reassembling existing piping components upon completion of the pipeline cleaning and inspection. The District will remove the flanged-by-flanged pipe spool and replace it with a temporary flanged wye fitting in advance of the inspection, as shown in **Figure 7**. The inspection contractor will be responsible for removing the temporary flanged wye fitting and reinstalling the permanent flanged-by-flanged pipe spool upon completion of the inspection.

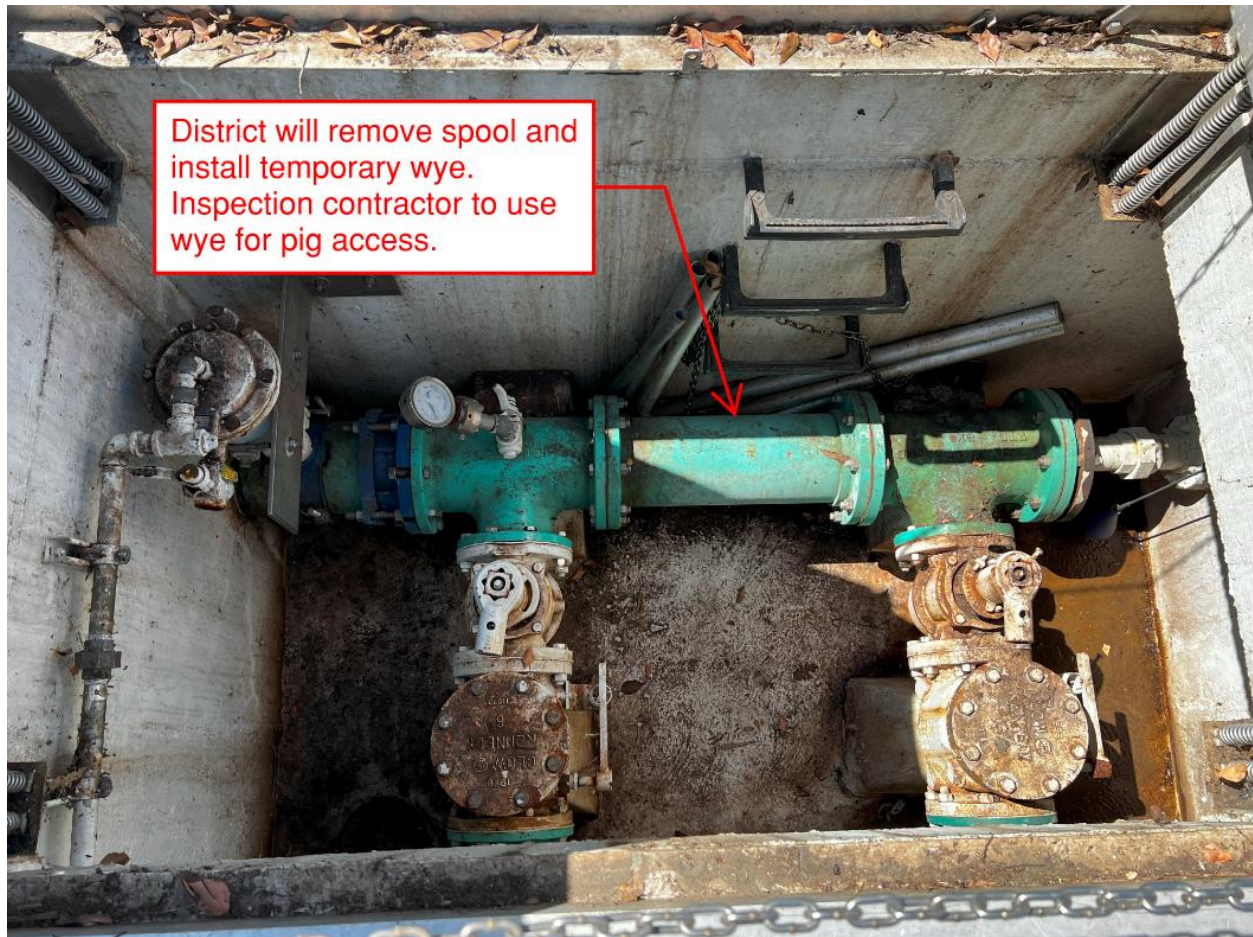


Figure 7. Scottsdale Pump Station Pig Launching Modifications

Flow Data

There is no flow meter along the Scottsdale Force Main or along the force main which connects to the Scottsdale Force Main (Automart).

Pump Data

A pump curve for a single Scottsdale pump is included in the supporting documents folder. The pump motor is not controlled by a VFD and flow control must be accomplished by throttling valves or by using a contractor-furnished pump. Proposed throttling of valves is subject to District review and approval.

A pump curve for a single pump at the Automart Pump Station is included in the supporting documents folder.

Pump Station Site

The location of the Scottsdale Pump Station is shown in **Figure 8**. This pump station is within the City of Novato.



Figure 8. Scottsdale Pump Station Site

3. Bel-Marin Keys No. 5

General Information

The BMK No. 5 Force Main conveys untreated wastewater from the BMK No. 5 Pump Station to the site of the formerly-operational Ignacio Treatment Plant. The force main was constructed circa 1961. Since then, the force main and pump station have been modified multiple times. The pump station and a portion of the main were modified circa 2001. The downstream end of the main was modified such that it discharges to a different structure than when originally constructed. The approximate alignment is shown in **Figure 9**. Flow is from east to west.

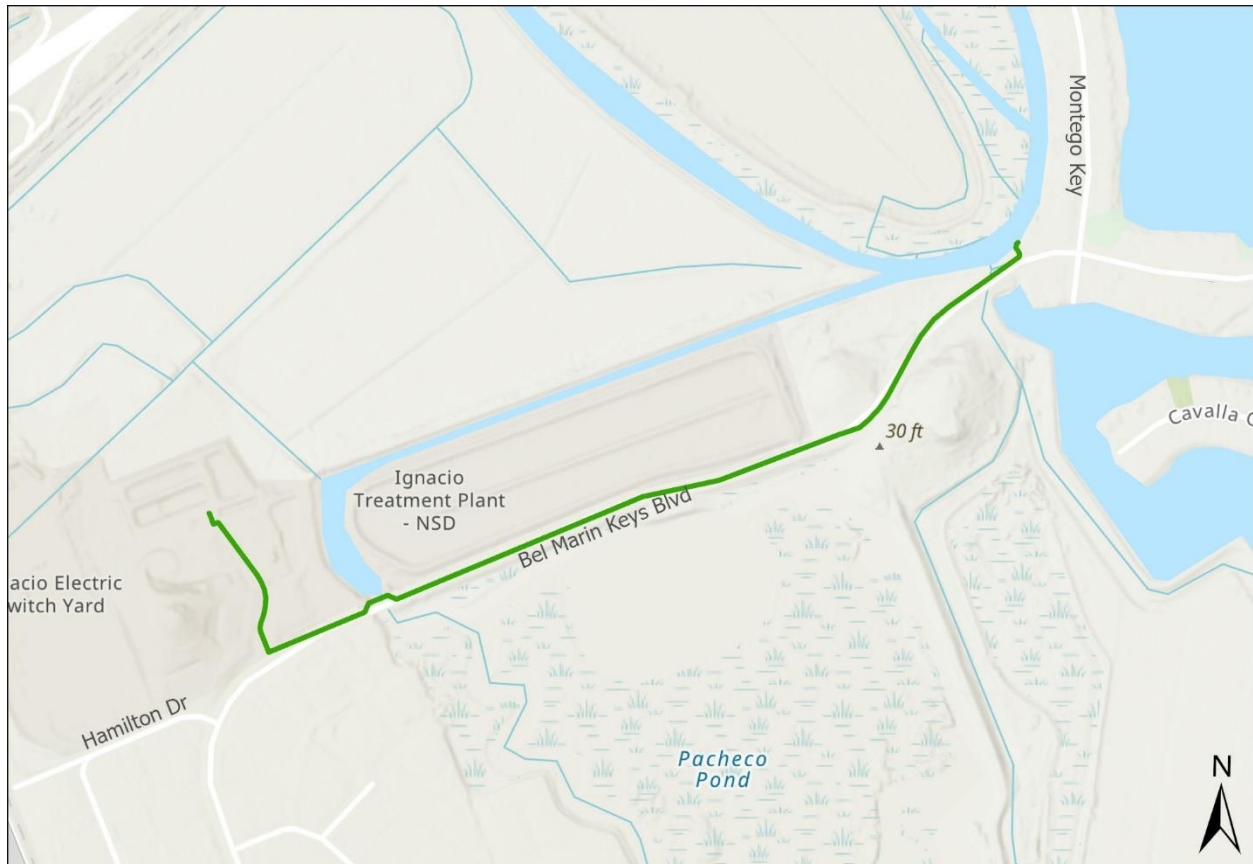


Figure 9. BMK No. 5 Force Main Alignment

Pig Insertion

The work includes modifications that are necessary to insert the cleaning pigs and ultrasonic smart pig into the pipeline. A photograph showing the existing piping configuration and approximate location at which the pig shall be inserted into the main (BMK No. 5 Pump Station flow meter vault) is included as **Figure 10**.



Figure 10. BMK No. 5 Existing Piping Configuration

The inspection contractor will be responsible for removing existing piping and providing the necessary piping, fittings, launch tube, and ancillary materials and equipment required to launch the pigs at the specified location as shown on **Figure 11**. The inspection contractor is also responsible for reassembling existing piping components upon completion of the pipeline cleaning and inspection. The District will install a flange coupling adaptor upstream from the magnetic flow meter in advance of the inspection to facilitate disassembly of existing piping in the meter vault by the contractor.

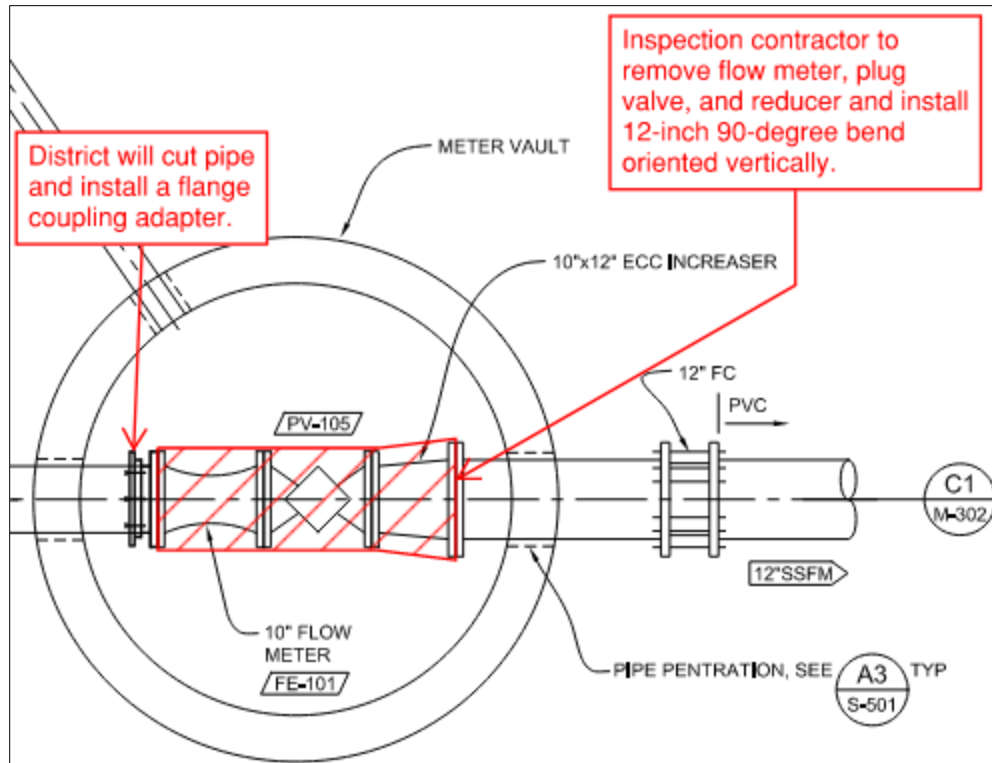


Figure 11. Bel Marin Keys No. 5 Pump Station Modifications

Flow Data

The total runtime and flow volume observed at the Bel Marin Keys No. 5 Pump Station on representative dry and wet days is as follows:

Table 3. Bel Marin Keys No. 5 Pump Station Flow Data

	Runtime	Total Flow Volume
Dry	1.4 hours	86,000 gallons
Wet	12.2 hours	542,000 gallons

Pump Data

A pump curve for a single BMK No. 5 pump is included in the supporting folder. The pump motor is controlled by a variable frequency drive (VFD). The contractor is responsible for providing additional pumps as necessary if operation of the existing pumps and VFDs within their allowable operating range is insufficient to advance pigs through the pipeline.

Pump Station Site

The location of the BMK No. 5 Pump Station is shown in **Figure 12**. This pump station is within unincorporated Marin County.



Figure 12. BMK No. 5 Pump Station Site

III. SCOPE OF WORK

The contractor shall be responsible for providing all pigging services and supporting services. The contractor shall adhere to the following:

- If cleaning and inspection continue for multiple days, the pump stations must be returned to service at the end of each workday.
- The contractor will be responsible for furnishing all piping, fittings, labor, equipment, material, and other appurtenances necessary for the work.
- The contractor shall not damage existing District facilities.
- The contractor will be responsible for any and all permits necessary for the work.

The contractor tasks shall include the following:

1. Project Management

Coordination: The contractor shall be responsible for coordinating with the District and subcontractors as necessary to perform the work, including but not limited to: supplemental water storage, equipment rental, sewer cleaning services, and traffic control support. The prime contractor shall be responsible for ensuring all permits and contract requirements are met by any and all subcontractors. The contractor shall coordinate with District representatives to access and modify facilities as required to perform the scope of work as approved by the District.

Progress Meetings: The contractor shall attend weekly progress meetings with the District to discuss development of the planning submittals, discuss potential issues, and coordinate the pipeline inspection.

Administration: The contractor shall be responsible for invoicing and other administrative efforts required to perform the scope of work.

Deliverables (to the District):

- *Invoices*

2. Planning

Initial Desktop Study and Site Visit Plan: The contractor shall perform an initial review of the project scope and documentation provided, perform a desktop analysis, and prepare a detailed written approach and safety plan for the preliminary site visit. The purpose of the preliminary site visit is to become familiar with the facilities, verify existing conditions, evaluate site constraints, identify potential modifications required, and obtain any additional information required for a successful cleaning and inspection operation not included in the RFP.

The document shall include:

- Summary of objectives, equipment proposed, and general approach.
- List of specific information to be collected or discrepancies in record documents to be clarified.
- Step-by-step description of on-site activities, their duration, purpose, and responsible party.
- Identified risks, consequences, and mitigation measures.
- Job hazard analysis and safety assessment.

The District will review and provide comments on the contractor's initial site visit plan. A meeting will be held with the District and the contractor to review and discuss the draft site visit plan and the District's comments. The contractor shall prepare a formal response to comments and prepare and submit a final site visit plan incorporating the District's review comments, as applicable.

Site Visit: Upon review and approval of the site visit plan by the District, the contractor shall obtain all permits necessary and coordinate schedules with the District to mobilize to the site and perform:

- Measurement of flows at each pump station or observation of pump operation if determined to be necessary by the contractor.
- Measurement of the dimensions, and observations of the configurations, and/or layouts of the pump stations for the purposes of planning pigging operations.
- Confined space entry into the discharge structures to measure dimensions necessary for the fabrication of any devices for pig retrieval or debris collection.

Upon completion of the site visit, the contractor shall prepare a memorandum summarizing the findings and detailing any concerns, constraints, or potential issues that require resolution prior to performing the pigging and inspection.

Pigging Plan: The contractor shall prepare a detailed written approach and safety plan for launch and retrieval of the progressive cleaning pigs, proofing pig, and ultrasonic smart pig. This shall include, but not be limited to:

- Any dimensions, information, lessons learned, and video/pictures from prior site visits.
- Schedule with detailed timetable of activities that will occur on the launch days including (but not limited to) facility shutdown, launch setup, retrieval setup, pig deployment, pig removal, pipe reassembly, and on-site data validation. Schedule shall provide sufficient detail for the District to determine outage duration of each facility and the potential need for bypass pumping.
- List of all labor, equipment, and materials required to perform the work.
- A list of existing equipment that must be de-energized or locked-out/tagged-out to facilitate performance of the work.
- Dimensioned site plan showing location of temporary tanks, pumps, equipment, work areas, and site access.
- Pumping plan with calculations of flow rates required to advance cleaning pigs and ultrasonic smart pig. Pumping plan shall specify whether pump station pumps or temporary pumps will be used to advance pigs and whether supplemental water is required based on number of cleaning runs and working volume of wet well. The District reserves the right to deny the use of the existing pumps if proposed operation is outside of their recommended operating range.
- Photos/sketches/record drawing markups of the launching procedures showing the necessary sequence of valve operations.
- Communication protocols and designation of responsible parties during each stage, and at each specific location (launch/retrieval) for the operation.
- Safety protocols in compliance with all local requirements, including a safety assessment and job hazard analysis (JHA) or job safety analysis (JSA) specific to the work activities being performed.
- Contingency plan describing potential risks, consequences, and proposed mitigation measures.

The District will review and provide comments on the contractor's initial draft pigging plan. A meeting will be held with the District and the contractor to review and discuss the draft pigging plan and the District's comments. The contractor shall prepare a formal response to comments and prepare and submit a final pigging plan incorporating the District's review comments, as applicable.

Inspection Permitting: The contractor shall obtain any and all permits required to perform the scope of work. If work extends into the public right-of-way, the contractor shall obtain the necessary encroachment permits, which may include preparation of engineered traffic control plans.

North Marin Water District Communication: The contractor shall coordinate with the District and North Marin Water District (NMWD) regarding use of NMWD hydrants as supplemental water sources if supplemental water is required.

Deliverables (to the District):

- *Draft and Final Site Visit Plan*
- *Site Visit Memorandum*
- *Draft and Final Pigging Plan*

3. Cleaning and Inspection

The contractor shall furnish all labor, materials, equipment, and supplies to perform the work described in this RFP and in accordance with District-approved pigging plan. This includes, but is not limited to, the fabrication and delivery of the pig launching tube; any required fittings, elbows, flanges, nuts, bolts, and gaskets; cleaning pigs, proofing pigs, and smart pig; and all materials, equipment, and traffic control specifically needed to launch, track, and retrieve the pigs.

Work by District: District staff will provide the following services:

- Operate all existing District-owned pumps, valves, and controls.
- De-energize and lock-out/tag-out existing District-owned equipment as required to perform the work. Upon completion of the District's lock-out/tag-out process, the Contractor shall install its own locks and verify proper isolation of facilities as required for safe performance of the work.

All other work required to perform the cleaning and inspection shall be performed by the contractor.

General Requirements: No pigging shall be conducted on days when rain or other precipitation is forecast. The contractor is responsible for ensuring that pump station wet wells and manholes do not overflow as a result of the work. Dry weather hold times for each pump station are included as a supporting file to this RFP (see Appendix A).

The contractor shall maintain access to property not owned by the District at all times.

All work must be done at times of the day and days of the week allowed by local requirements.

Mobilization: The contractor shall provide a 21-day written notice to the District in advance of mobilization to the site for any field work. The District shall provide written approval prior to mobilization of the contractor or any subcontractors.

Supplemental Water: The contractor shall obtain permission and any necessary permits from NMWD for use of their hydrants if needed as a supplemental water supply. The contractor shall be responsible for supplying and installing hose and setting up protective ramps over the hose when necessary. The contractor shall procure any equipment required for the connection and confirm that it is approved by NMWD. The locations of the hydrants are shown in **Figure 4**, **Figure 8**, and **Figure 12**.

The contractor is responsible for all costs associated with supplemental water supplies, including payment to NMWD. Flow and pressure data for some hydrants, provided by NMWD, is included as a supporting file. Backflow prevention devices may be required by NMWD.

Temporary Pig Launch Set-Up: The contractor shall provide temporary water storage tanks, pumps, fittings, above ground hose/piping, and all required fittings/connections to propel the pigs into the force mains and to complete the cleaning and inspection pigging runs. The contractor is responsible for determining if the existing pump station pumps, temporary pumps, or a combination of existing pumps and temporary pumps is required to advance each pig at the required speed through each pipeline.

The contractor is responsible for providing the labor, equipment, and materials required to disassemble existing pump station piping, install the launch tube and fittings, remove the launch tube and fittings, and reassemble the existing pump station piping. The contractor is responsible for fixing any leaks in the existing pump station piping resulting from pipe disassembly and reassembly.

The contractor shall provide and install strap-on ultrasonic flow meters to measure pump discharge rates (if existing permanent flow meter outputs are insufficient) and transient pressure monitoring devices to measure pipeline pressure during pigging.

Temporary Pig Retrieval Set-Up: The contractor shall furnish and install on-site any special retrieval/catching devices required to retrieve the pigs at the discharge manholes and to prevent them from traveling into the downstream sewer. The contractor shall install any bracing, monitoring, and removal devices on-site (including any confined space entry equipment) needed to complete the work. The contractor shall provide equipment/labor to hoist pigs from the discharging manholes.

The contractor shall remove catching devices from the discharge manholes upon completion of inspection activities.

Cleaning Pig Runs: The contractor shall perform on-site insertion, tracking, and retrieval of cleaning pigs into the force mains. For each force main, the contractor shall perform the following steps:

- Operate the temporary water pump (aka “kicking pump”) to deploy the pig past the header, then coordinate with District staff to operate the station’s duty pumps to propel the pig through the remainder of the force main. If the station’s duty pumps cannot provide the necessary energy to propel the pig at the desired speed, the kicking pumps shall be used.
- Deploy tracking systems to measure and record the real-time position of the pigs as they travel through the pipe.
- Measure and record the time, flow rate, pressure, and position of the pig throughout the duration of each run.
- Upon retrieval of each progressive cleaning pigging run, the pigging contractor shall assess the condition of the pig and the data from each run. The contractor shall recommend the size and number of the subsequent progressive pig runs if more are recommended.

- The contractor shall assume up to five pigging runs will be necessary to clean each line.

Debris Removal at Discharge Manhole: The contractor shall mobilize combination vacuum trucks at the discharge manhole for each force main to remove grit, solids, and debris dislodged from the pipeline during all cleaning, proofing, and smart pig runs. In addition, the contractor shall install a manhole debris grit catcher at the effluent pipe in each discharge manhole to collect debris and prevent it from moving to downstream sewers. The debris grit catcher shall be used in addition to any device utilized by the contractor for pig retrieval. The contractor is responsible for mobilizing and utilizing sufficient combination vacuum trucks such that there is an operational unit at the discharge manhole at all times during cleaning, proofing, and smart pig runs. Combination vacuum trucks can be discharged at the Novato Wastewater Treatment Plant, 500 Davidson Street, Novato. The locations of the discharge manholes and the treatment plant are shown in **Figure 13** below.

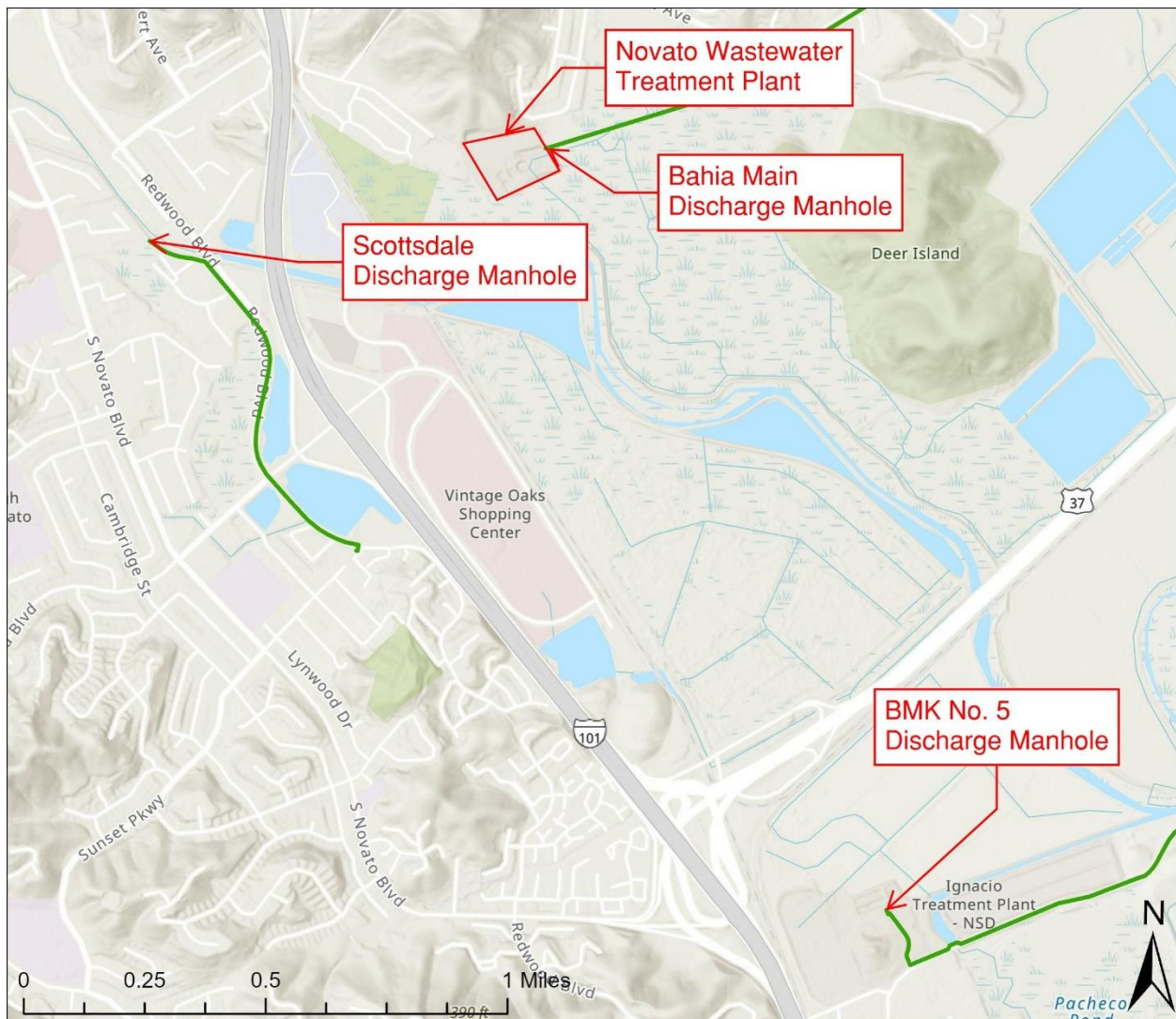


Figure 13. Discharge Manhole Locations and Novato Wastewater Treatment Plant Location

Proofing Pig Run: The contractor shall perform on-site insertion, tracking, and retrieval of proofing pigs into each force main. The contractor is responsible for determining how pig speed will be controlled through a combination of duty pumps, temporary pumps, throttling valves, and pump VFDs. The District reserves the right to deny the use of duty pumps if proposed operation is outside the recommended operating range. The contractor is responsible for providing temporary pumps and equipment as necessary.

Smart Pig Run: Upon completion of proof pigging, and with District approval, the contractor shall perform on-site insertion and tracking of the smart pigs into the force mains. The contractor shall launch and track the smart pigs in accordance with the requirements and procedures listed for cleaning pig runs as stated two subsections above. Upon retrieval of the smart pigs, the contractor shall confirm data adequacy while on-site and prior to demobilizing.

A minimum of one (1) successful launch with valid data shall be performed. Multiple runs of the smart pig shall be performed by the contractor until a valid data set is obtained. However, only one data set needs to be analyzed during post processing. Additional data sets may remain as unanalyzed reserves in case of unforeseen circumstances. The contractor is solely responsible for the costs of performing additional inspection runs as necessary to obtain a complete and comprehensive data set.

For pigging of the Bahia Main and Scottsdale Force Mains, the contractor shall coordinate emptying of wet wells which connect to these force mains (Black Point, Deer Island, and Automart) with the District in advance of the smart pig runs. The contractor shall coordinate isolation of the connecting force mains (Black Point, Deer Island, and Automart) in advance of the smart pig runs with the District. Dry weather hold times for each pump station are included as a supporting file to this RFP (see Appendix A).

The in-line assessment of the pipeline conditions shall be performed with an ultrasonic smart pig capable of the following:

- Detect internal pit corrosion anomalies as small as 5 mm diameter and 2 mm deep with at least 80% certainty
- Record the absolute XYZ positioning coordinates of the tool as it traverses the pipelines with an accuracy of 2 linear feet or better
- Record the wall thickness of the entire pipeline with an accuracy of 0.02 inches or better, to identify wall loss and deformities
- Scan the entire 360-degree internal surface of the pipe, with no gaps between circumferential sensor coverage
- Record the radial clock positioning of observations within an accuracy of 1 clock position (30°)
- Identify and record leaching in asbestos cement (AC) pipes
- Identify and record delamination in plastic pipes
- Record joint angular displacement with an accuracy of 0.25° or better
- Record joint gap widths with an accuracy of 0.16 inches or better
- Identify and record ovality
- Identify and record deformation normal to the axis of the pipe with an accuracy of 0.6 feet or better
- Identify and record leaks
- Identify and record air pockets
- Identify and record debris

- Identify and record deflection and buckling

Demobilization: After the pigging activities, the contractor shall remove pigs and debris from the downstream manholes, remove the pig launching apparatus, reassemble the pump station piping, and demobilize from the site. The site shall be returned to pre-activity conditions as directed by the District.

4. Reporting

The contractor shall submit the results of the pipeline inspections in a report. The full datasets shall be made available to the District through an online dashboard or approved equivalent means. The report shall include the following information for each force main:

- Summary description and photos of deployment activities.
- Graphical and tabular outputs of pipeline station and clock position showing records of internal wall loss, dents, anomalies, and features.
- Graphical and tabular outputs of quantified internal dimension changes from debris, deflection, or buckling.
- Stated resolution, precision, and accuracy in both the longitudinal stationing, radial positioning, area and depth of each measurement.
- Graphical and tabular outputs showing leaching in AC pipes and delaminating in plastic pipes.
- XYZ mapping of the inspected alignment (i.e., the path of the tool).
- Additional notes or descriptions of the anomalies based on vendor interpretation.
- Explanation of detection limitations, assumptions, or gaps in the data.
- Lessons-learned, recommendations for future inspections, and next steps.
- Summary and recommendations.
- Data dig sheets for anomalies.
- Appendices or attachments describing the smart pigging technology itself, the general principles upon which the measurements are based, and its technical envelope (applications and limitations).

The District will review and provide comments on the contractor's initial inspection report. A meeting will be held with the District and the contractor to review and discuss the draft inspection report and the District's comments. The contractor shall prepare a formal response to comments and prepare and submit a final inspection report incorporating the District's review comments, as applicable.

Deliverables (to the District):

- *Draft and Final Inspection Report*
- *Inspection Datasets*

1. SUBMITTAL OF PROPOSAL FORMAT AND CONTENT

Qualified proposers must submit the following required documentation:

- A. **Cover letter** (1-2 pages)
- B. **Proposal** (8 pages maximum) Describe the proposed approach and methodology to accomplish the activities and complete the deliverables within the proposed timeframe. The proposed work plan shall include a project schedule, identifying the proposed duration for each project phase, and the activities that will require direct District participation. It is expected that the proposer will use its expertise and offer suggestions to the scope of work to identify the required processes and methods to perform each task.

If subcontractors are anticipated, describe what work will be subcontracted, experience with each potential subcontractor, and how the subcontracted work will be controlled and monitored to ensure that project goals are met.
- C. **Team Qualifications and Resumes** (5 pages maximum, not including resumes) Demonstrate key staff member and team qualifications by providing the following:
 - 1) Description of how the organization has adequate staff qualifications (including relevant certifications) to complete the work described in this RFP and ensure that project goals are met. Please include information about lead and key supporting personnel
 - 2) List of all staff and subcontractors that will perform or are anticipated to perform work under this RFP and the anticipated task/role.
 - 3) Resumes for key personnel and subcontractors performing work for the project (resumes must clearly explain relevant background and qualifications).
- D. **Summary of Experience** (6 pages maximum) Describe three (3) relevant work experiences that specifically illustrate how proposer has been successful with previous projects of similar scope and scale, preferably with other government agencies. Identify key staff members and their role on the project. Provide the name and email/telephone number of the primary client contact.
- E. **Cost Proposal** Provide a cost proposal for the work as described. Fill out and submit the table, included as Appendix B, to indicate the cost breakdown of the proposal. Also provide the hourly rate for each staff member who is anticipated to perform work for this project, including any subcontractors. State each staff member's name, title and rate. The cost proposal shall include all costs associated with performing the scope of work.
- F. **Proposal Exceptions** This section shall discuss any exceptions or requested changes that the proposer has to the District's standard agreement as included in this RFP. If there are no exceptions noted, it is assumed the proposer will accept all conditions and requirements identified in this RFP. Items not excepted will not be open to later negotiation.

2. EVALUATION CRITERIA

The District reserves the right to evaluate, in its absolute discretion, the total proposal of each proposer so as to select the services which best serve the needs of the District.

The following are the criteria for selection of a finalist:

- A. Proposer's demonstrated understanding of requirements and needs of the District based on submitted response.
- B. Team qualifications, as demonstrated by past experience of the firm and its key personnel in completing projects of similar scope and complexity for similar organizations.
- C. Best value including consideration of price as well as the proposed extent and quality of assessment information.

3. GENERAL TERMS AND CONDITIONS

A sample Agreement is provided as Appendix C.

4. INSTRUCTIONS TO PROPOSERS

Proposal Submittals must be submitted electronically via email no later than the Proposal Submittal Deadline shown below. The submission email must be sent to ericap@novatosan.com, and admin@novatosan.com must be copied. The subject heading must be "Force Main Condition Assessment RFP".

5. TIMELINE FOR SELECTION PROCESS

ACTIVITY	DATE
RFP Release	November 13, 2025
Mandatory job walk (mandatory, starts at 500 Davidson Street, Novato)	December 3, 2025, 9:00 AM
Final date to submit questions and requests for additional information	December 12, 2025, 4:30 PM
Posting of response to questions	December 18, 2025
Proposal Submittal Deadline	January 8, 2026, 4:30 PM
Evaluation of Proposals	Week beginning January 12, 2026
Select contractor for recommendation to Board of Directors for award	Week beginning January 19, 2026

Mandatory Job Walk: A job walk will be held on Wednesday, December 3, 2025, beginning at 9:00 AM at the District's office located at 500 Davidson Street, Novato. Attendance is mandatory for at least one team member of each proposing team. Respondents should be prepared to spend up to a half-day on the job walk and drive in personal vehicles from site to site.

Extension of Date and Time: Dates and times are subject to change at the sole discretion of the District.

Questions and Requests for Information: Questions and requests for additional information must be submitted electronically via email to ericap@novatosan.com, with a copy to admin@novatosan.com, with the subject heading "Force Main Condition Assessment RFP" no later than the date and time indicated in the table above. Respondents are required to request any additional information required to inform their approach and cost proposal from the District in advance of submitting a Proposal, no later than December 12, 2025 at 4:30 PM. Requests for information should also be submitted in writing via email to ericap@novatosan.com with a copy to admin@novatosan.com. No verbal or phone call requests will be accepted. All responses to RFI's will be consolidated and distributed by December 18, 2025.

Acceptance/Rejection of Proposals: The District reserves the right to accept or reject any or all Proposals, or to alter the selection process in any way, to postpone the selection process at its sole discretion at any time, and/or to waive any defects in the Proposals. The District may elect to interview one or more firms as part of the selection process.

This RFP shall in no way be deemed to create a binding contract or agreement of any kind between the District and the respondent.

Appendix A – Supporting Files Reference Table

	Bahia Main		BMK No. 5		Scottsdale	
Information	File Name	Description	File Name	Description	File Name	Description
As-Builts	4. Bahia Main PS to NTP-C200-2	Shows discharge of main to treatment plant	BMK_Record Drawings Unit 1 1961_Full Set	Original drawings of the alignment	12. Scottsdale-Automart FM Discharge MH	Exhibit showing the discharging manhole
	ATHERTON AVENUE FM	Shows the Deer Point Main, which connects to the Bahia Main	BMK-5_Project 2001-8	Shows the current pump station	5334 NSD Novato Creek Widening	Shows northern portion of main
	Bahia Main PS-Full Set	Shows the PS and original main	5. BMK5 to Ignacio-Diversion Structure	Shows the location at which the main discharges	Automart and Scottsdale Force Main Info	Shows Automart Main, which connects to the Scottsdale Main
	Deer Island PS_FM	Shows the Deer Island Main, which connects to the Bahia Main			Automart and Scottsdale PS Improvements_Plans	Shows the current pump station, and portions of the main
					Automart_Scottsdale PS_FM info	Shows the majority of the main alignment
Access Maps	None	n/a	None	n/a	Scottsdale FM - Discharge MH Access	Map showing access to the discharge manhole
Insertion Location Photos	Bahia Main Pig Insertion	Bahia Main Pig Insertion Location	BMK No. 5 Insertion Location	BMK No. 5 Insertion Location	Scottsdale Pig Insertion	Scottsdale Valve Vault
Pump Station Modifications	Bahia Main Pump Station Modifications	Shows modifications necessary for pig insertion	BMK No. 5 Modifications	Shows modifications necessary for pig insertion	Scottsdale Pump Station Modifications	Shows modifications necessary for pig insertion

	Bahia Main		BMK No. 5		Scottsdale	
Information	File Name	Description	File Name	Description	File Name	Description
Pump Curves	Bahia Main FM 4in B5444 Pump Curve	Bahia Main Pump Curve	NP 3153 MT 3~433_BMK5	BMK No. 5 Pump Curve	NP 3127 LT 3~Adaptive 425_Scottsdale	Scottsdale Pump Curve
	NP 3102 MT 3~Adaptive 463_Deer Island	Deer Island Pump Curve			NP 3085 MT 3~Adaptive 462 (2)_Automart	Automart Pump Curve
	NP 3153 HT 3~462_Black Point	Black Point Pump Curve				
Pump Station Hold Times	Pump station sewage hold times	Contains hold times for all applicable wet wells	See left	See left	See left	See left
Water Hydrant Flow and Pressure Data	NMWD Hydrant Data	Flow and pressure data from some water hydrants	See left	See left	See left	See left

Appendix B – Cost Proposal Form

Item No.	Item	Quantity	Unit	Unit Cost	Extended Cost
1	Preliminary Site Visit Including Site Visit Plan	1	LS		
2	Pigging Plan	1	LS		
3	Mobilization	1	LS		
Bahia Main					
4	Temporary/Supplemental Water Services	1	LS		
5	Supplemental Water Consumption	1	LS		
6	Encroachment Permit(s) Preparation and Compliance	1	LS		
7	Mobile Storage Tank and Kicker Pump	1	LS		
8	Cleaning and Proofing Pig Fabrication	1	LS		
9	Cleaning and Proofing Pig Runs	1	LS		
10	Smart Pig Fabrication	1	LS		
11	Smart Pig Runs	1	LS		
12	Debris Removal at Discharge Manholes	1	LS		
13	Demobilization	1	LS		
14	Smart Pig Reporting	1	LS		
Scottsdale					
15	Temporary/Supplemental Water Services	1	LS		
16	Supplemental Water Consumption	1	LS		
17	Encroachment Permit(s) Preparation and Compliance	1	LS		
18	Mobile Storage Tank and Kicker Pump	1	LS		
19	Cleaning and Proofing Pig Fabrication	1	LS		
20	Cleaning and Proofing Pig Runs	1	LS		
21	Smart Pig Fabrication	1	LS		
22	Smart Pig Runs	1	LS		
23	Debris Removal at Discharge Manholes	1	LS		
24	Demobilization	1	LS		

Item No.	Item	Quantity	Unit	Unit Cost	Extended Cost
25	Smart Pig Reporting	1	LS		
Bel Marin Keys No. 5					
26	Temporary/Supplemental Water Services	1	LS		
27	Supplemental Water Consumption	1	LS		
28	Encroachment Permit(s) Preparation and Compliance	1	LS		
29	Mobile Storage Tank and Kicker Pump	1	LS		
30	Cleaning and Proofing Pig Fabrication	1	LS		
31	Cleaning and Proofing Pig Runs	1	LS		
32	Smart Pig Fabrication	1	LS		
33	Smart Pig Runs	1	LS		
34	Debris Removal at Discharge Manholes	1	LS		
35	Demobilization	1	LS		
36	Smart Pig Reporting	1	LS		
Total					

Appendix C – Sample Agreement for Services

**SAMPLE
CONTRACTOR SERVICES AGREEMENT
between the
Novato Sanitary District and
Contractor Full Name**

Agreement No. 000000-ABC-0000-00

This Agreement is made and entered into as of Date, 2025 (the "Effective Date") by and between the Novato Sanitary District ("District") and Legal Name of Contractor, a California corporation ("Contractor").

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to District the services described in the Scope of Work, attached as Exhibit A and incorporated into this Agreement, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.
 - 1.1. Term. The term of this Agreement shall begin on the Effective Date and shall end on (date), and Contractor shall complete the work described in the Scope of Work on or before that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 9. The time provided to Contractor to complete the services required by this Agreement shall not affect the District's right to terminate the Agreement, as referenced in Section 9. Notwithstanding the foregoing, this Agreement may be extended on a month to month basis for up to six (6) months upon the written consent of the Contractor and the Contract Administrator, provided that: a) sufficient funds have been appropriated for such purchase; and b) there is no increase to the rates charged by the Contractor. None of the foregoing shall affect the District's right to terminate the Agreement as provided for in Section 9.
 - 1.2. Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
 - 1.3. Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from District thereto, reassign such person or persons.
 - 1.4. Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance.
 - 1.5. Prevailing Wage. Because the services described in the Scope of Work constitute a public works under the California Labor Code, Contractor is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.
- 2. Compensation.** District hereby agrees to pay Contractor a sum not to exceed _____ Dollars and ____ Cents (\$____), notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. District shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein, as further described in Exhibit B. The payments specified below shall be the only payments from District to Contractor for services rendered pursuant to this Agreement, and in no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

Contractor and District acknowledge and agree that compensation paid by District to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1. Invoices; Payment. Contractor shall submit invoices by email to *accounting@novatosan.com* and copying the Contract Administrator, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall include the following:

- Contract, purchase order, and/or work order number(s);
- Serial identifications of progress bills;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets in $\frac{1}{10}$ or $\frac{1}{4}$ of an hour increments per project per day with a brief description of the work and each reimbursable expense.
- The number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder by billing period and total under contract; and
- Contractor's signature.

2.2. Payment. District shall make monthly payments, based on satisfactory invoices received and within thirty (30) days of receipt, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to District of a final invoice, if all services required have been satisfactorily performed.

2.3. Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.4. Payment upon Termination. In the event that the District or Contractor terminates this Agreement pursuant to Section 9, the District shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.5. Authorization to Perform Services. The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

3. Facilities & Equipment. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to District to use facilities or equipment not otherwise listed herein.

- 4. Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. The services of the District in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

- 5. Indemnification & Contractor's Responsibilities.** Contractor shall indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence or willful misconduct of District.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of District, Contractor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

6. Status of Contractor.

- 6.1. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of District. This Agreement shall not be construed as an agreement for employment. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise District shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the District's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the District, and has the option to perform such work for other entities. Notwithstanding any other District, city, county, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District

and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.

6.2. **Contractor Not an Agent.** Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

7. **Insurance.** Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance describe in Exhibit C, attached hereto and incorporated as a part of this Agreement, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors.

8. Legal Requirements.

8.1. **Governing Law.** The laws of the State of California shall govern this Agreement.

8.2. **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

8.3. **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

8.4. **Licenses and Permits.** Contractor represents and warrants to District that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to District that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from District.

9. Termination & Modification.

9.1. **Termination.** District may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Contractor delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the District in connection with this Agreement.

9.2. **Extension.** District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if District grants such an extension, District shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, District shall have no obligation to

reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

9.3. Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

9.4. Assignment and Subcontracting. District and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

9.5. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Contractor, including without limitation sections 5 and 10, shall survive the termination of this Agreement.

9.6. Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:

9.6.1. Immediately terminate the Agreement;

9.6.2. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

9.6.3. Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or

9.6.4. Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

10. Records; Audit.

10.1. Records Created as Part of Contractor's Performance. District shall have the right to assert ownership of all reports, data, maps, models, charts, studies, surveys, photographs, video, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Contractor hereby agrees to relinquish those documents to the District upon request by the District. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. All photos, videos, data, plans, specifications, reports and other documents created or prepared by Contractor in connection with the performance of this Agreement are confidential until released by District to the public. Contractor shall not make any such record or information available to any individual or organization not employed by Contractor or District without the written consent of District, unless such record has been made public by the District and except where required by law.

10.2. Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District

under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

- 10.3. Inspection and Audit of Records. Any records or documents that Subsection 10.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

11. Miscellaneous.

- 11.1. Dispute Resolution. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the dispute remains unresolved after mediation, either party may commence litigation. If Contractor or District commences any legal action against the other out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees. This Agreement shall be governed by the laws of the State of California. Venue shall be the County of Marin and the Northern District of California.
- 11.2. Severability; No Waiver. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.3. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 11.4. Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, California Government Code Section 81000 *et seq.* No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor's duties and services under this agreement shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. To the extent applicable to the services provided pursuant to this Agreement, Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this agreement.

- 11.5. Contract Administration. This Agreement shall be administered by Erica Paslay, Capital Projects Manager ("Contract Administrator"). All correspondence except those notices

provided pursuant to Section 11.6 shall be directed to or through the Contract Administrator or their designee.

- 11.6. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to District: Novato Sanitary District
 500 Davidson Street
 Novato, CA 94945
 Attention: Sandeep Karkal, P.E., General Manager-Chief Engineer

If to Contractor: _____

 Attention: _____

- 11.7. Integration. This Agreement, including the exhibits listed below and attached hereto and incorporated herein, represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services

Exhibit B Compensation Schedule & Reimbursable Expenses

Exhibit C Insurance Requirements

Exhibit D California Labor Code Section 1720 Information

[Signatures on following page]

11.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

Contractor Name

By:

(Signature)

By

Title:

Date:

Novato Sanitary District:

By:

(Signature)

By

Sandeep Karkal

Title:

General Manager-Chief Engineer

Date:

EXHIBIT A
SCOPE OF WORK

Contractor shall provide [insert general description of service type] services as follows, as may be more particularly requested or described in writing by the District:

EXHIBIT B
COMPENSATION SCHEDULE &
REIMBURSABLE EXPENSES

The contract amount of \$_____ for contractor services shall be payable as follows:

[Insert price terms and rates.]

Consultant acknowledges that it is unlawful to incur charges or submit an invoice in excess of the amounts authorized by this Agreement and that the District is prohibited from making payments in excess of this authorization. It is the sole responsibility of Consultant to track the balance of this Agreement.

EXHIBIT C
INSURANCE REQUIREMENTS

Consistent with the following provisions, Contractor shall provide proof satisfactory to District of such insurance that meets the requirements of this Exhibit C and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to District that such insurance is in effect.

VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION.

1. Workers' Compensation.

- a. *General Requirements.* Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents, and subcontractors.

- b. *Submittal Requirements.* To comply with Subsection 1, Contractor shall submit the following:
 - i. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
 - ii. Waiver of Subrogation Endorsement as required by the section.

2. Commercial General and Automobile Liability Insurance.

- a. *General Requirements.* Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.
- b. *Minimum Scope of Coverage.* Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- c. *Additional Requirements.* Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
- The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - 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 Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
 - Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
 - For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance 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.
- d. *Submittal Requirements.* To comply with Subsection 2, Contractor shall submit the following:
- Certificate of Liability Insurance in the amounts specified in the section;
 - Additional Insured Endorsement as required by the section;
 - Waiver of Subrogation Endorsement as required by the section; and
 - Primary Insurance Endorsement as required by the section.

3. All Policies Requirements.

- a. *Acceptability of Insurers.* All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- b. *Verification of Coverage.* Prior to beginning any work under this Agreement, Contractor shall furnish District with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies at any time.
- c. *Deductibles and Self-Insured Retentions.* Contractor shall disclose to and obtain the written approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d. *Wasting Policies.* No policy required by this Exhibit C shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- e. *Endorsement Requirements.* Each insurance policy required this Exhibit C shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the District.

- f. *Subcontractors*. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
4. **Remedies**. In addition to any other remedies District may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Contractor's breach:
- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
 - Terminate this Agreement.

EXHIBIT D
PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO
CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the District \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the District has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the District Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.