

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION MANAGEMENT SERVICES
FOR THE FY 2020/21 GRAVITY SEWER IMPROVEMENTS PROJECT**

The Ross Valley Sanitary District is requesting proposals from qualified consultants to provide Design Constructability Review and Construction Management (CM) Services for the FY 2020/21 Gravity Sewer Improvements Project (the "Project"). The purpose is to rehabilitate sewer pipes to ultimately reduce the risk of sanitary sewer overflows throughout the communities of Greenbrae, San Anselmo, Larkspur, Ross, and Kent Woodlands.

The District anticipates that the construction management contract will be awarded on April 21, 2021. The anticipated award date of the CM services contract is the District Board Meeting which starts at approximately 5:30 PM on April 21, 2021. Construction management teams proposing on the Project should plan to send the Project Manager to attend the meeting for introductions and potential questions from the Board. Construction of the Project is scheduled to occur over a 6-month period approximately July 2021 through December 2021.

Contact Information

All questions must be submitted, by email only, no later than **2 PM, Monday, March 19, 2021** to the contact below. Question submittals shall include the subject heading "**FY20/21 Gravity Sewer Improvements Project CM RFP: Question**". The District will respond to all questions which are received no less than one week prior to the submittal deadline.

Contact: Jill Barnes, PE
Email: jbarnes@rvsd.org
Subject: FY 2020/21 Gravity Sewer Improvements CM RFP: Question
Phone : 415.905.0680

To be considered eligible for the selection process, the required electronic proposal of each interested firm must be received by the District **no later than 2 PM, Friday, March 26, 2021**.

SCOPE OF WORK

The tasks listed below are intended to generally describe the services to be provided by the Consultant for Project described under **Project Description** below. The services listed are not all-inclusive, but rather represent those normally expected during performance of the project.

Task 1. Project Management

This task includes the work needed to initiate and manage the Project through construction.

A. CM Phase

This phase shall include project management from award of the construction contract through Substantial Completion of construction. Consultant shall prepare monthly Project updates with progress billings (if needed) and draft Board staff reports for change orders.

MARCH 5, 2021

Consultant shall anticipate attendance and presentation at a total of two (2) District Board meetings, the preconstruction meeting and weekly construction meetings.

B. Project Completion

This shall include the project management after Substantial Completion of the construction activities. Consultant shall prepare a staff report and attachments for final acceptance and filing the Notice of Completion. Consultant shall anticipate attendance at two (2) District Board meetings. Consultant shall develop, and present lessons learned on the project to the District. Consultant shall submit final project documentation to the District in hardcopy and electronic formats.

Task 2. Construction Management

The Consultant shall provide CM services, including:

A. Construction Contract Administration

Provide the following construction contract administration services for the Project:

- Establish and maintain coordination procedures.
- Coordinate construction activities.
- Schedule, develop agenda, conduct, and document project meetings facilitate and conduct meetings remotely over video-conferencing software as requested.
- Develop and maintain a web-based document management system and establish appropriate access and training for District staff and Contractor representatives.
- Maintain project records and documentation.
- Develop and maintain a project status reporting system.
- Negotiate change orders with the Contractor.
- Develop and deliver Right to Enter letters to owners with Project work on their property including within existing sewer easements. Obtain signatures from property owners acknowledging receipt of the letter and include in Project file. Coordinate with these property owners to schedule construction on private property and within existing sewer easements.
- Establish and maintain resident and other agency communication and relations.

B. Field Services

- Establish, implement, and maintain quality assurance/control procedures for the construction work.
- Assure quality of pre-construction site video, photos, and written documentation.
- Implement full-time, continuous field inspection of project sites.
- Provide visual documentation of the construction and field conditions.
- Provide timely inspection reports include photo documentation.
- Establish and maintain positive relations with the public and other agencies having jurisdiction.
- Provide a public project information line with voicemail and a 415-area code. Respond to calls within one business-day of the phone call.
- Provide clarifications and interpretations of the Project contract documents to the Contractor.

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- Immediately report, recommend, and coordinate changes to the Work and/or archaeological discoveries with the Engineer and District.
- Identify the need and coordinate field and laboratory testing (recognize need for testing and hire appropriate sub-consultants to handle testing such as special structural inspections, concrete testing, backfill compaction, and asphalt pavement testing)
- Perform field topographic surveying (as needed).
- Provide GPS location of sewer infrastructure (with hand-held units).
- Provide Daily Inspection Reports which include the following information specific to each sewer lateral included in Project:
 - Photo of each sewer lateral connection at sewer main.
 - GPS location of the sewer lateral connection.
 - Diameter and material of sewer lateral.
 - Length of sewer lateral from the property line to the connection to sewer main.
 - Depth of sewer lateral at connection to sewer main.
 - Distance of sewer lateral connection to the nearest downstream manhole when possible.
 - Approximate location of building(s) served by each sewer lateral.
- Provide Corrective Work Items and Punch Lists.

C. Scheduling

In conjunction with Task 2B, review and determine acceptability of the Contractor's baseline construction schedule as well as schedule submittals, updates, time impact reports, and revisions in accordance with the Contract Documents. Review and distribute the three-week look-ahead schedules prepared by Contractor to the Project Team. Evaluate the impact of change orders on the construction schedule to recommend eligible and merited time extensions.

D. Progress Payments and Cost Control

In conjunction with Task 2B, evaluate progress payment requests and recommend payment to the Contractor based upon the Consultant's judgment of the value of work completed during the payment period and the requirements of the Contractor. Establish, implement, and maintain cost monitoring and control procedures for the project, including estimates of costs to complete.

E. Observation of Safety and Safe Practices

In conjunction with Task 2B, Consultant shall perform the following activities as and when necessary:

- Consultant shall review Contractors Safety Program to ensure it contains all necessary elements to administer the program on site. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7.
- Consultant shall assure that activities involving the District, the Contractor, and the Consultant are coordinated with respect to safety and safe practices. The Consultant shall be knowledgeable of the District's safety procedures. Consultant

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shall verify that the Contractor has complied with those portions of the specifications and applicable regulations and the Contractor has identified and provided competent persons on the project site.

F. Construction Project Completion

The following work shall be conducted to complete and close out the project:

- Schedule and conduct final inspections; includes field inspections, coordination with agencies having jurisdiction, issuance of Corrective Work Items and Punch Lists, review of compliance, advising the District
- Assist in negotiation of unsettled changes or disputes
- When final punch list items have been completed or resolved, prepare documentation recommending acceptance of the complete project by the District.
- Obtain from the Contractor and deliver to the District bonds, guarantees, operation and maintenance manuals, and record drawings
- After completion of the project, turn over project documentation to the District in an orderly manner.
- Consultant shall maintain a warranty work file, and process final submittals including warranty certificates.

ANTICIPATED PROJECT SCHEDULE

The District's desired schedule for completion of tasks on the project is as follows:

Request for Proposals Issued	March 5, 2021
Proposals Due	2 PM, March 26, 2021
Consultant Selection and Negotiations	April 6, 2021
Board Action (Seek to Award CM Services, Introduce CM Firm Project Mgr.)	5:30 PM, April 21, 2021
Start Construction	June 2021
Complete Construction	December 2021

PROPOSAL CONTENTS AND REQUIREMENTS

The District welcomes a response to this request for proposals in a format that best expresses the qualifications and approach of the Consultant. Proposals shall be based on the scope of work described above and shall be complete but concise. Unnecessarily elaborate proposals are neither expected nor desired.

Proposers must submit one (1) electronic PDF proposal via email to the Contact on Page 1. Proposal submittals shall include the subject heading "**FY 2020/21 Gravity Sewer Improvements Project: Proposal for CM Services**". The maximum proposal length is 20 pages, excluding the

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Consultant's cover letter, flysheets, appendix material, and estimated level of effort. Information on flysheets will not be considered. Submissions in 8 1/2" by 11" paper-format are preferred, but 11 x 17-inch paper-format is accepted. One 11 x 17-inch sheet is considered the same page count as two 8-1/2 x 11-inch sheets except for the project schedule.

Proposals must include the information below, in the order listed:

1. Cover Letter

Summarizing the proposed team and approach (2 pages maximum)

2. Firm and Team Qualifications **(50 Points)**

- a. Provide a description and qualifications of the firm related to this project.
- b. Provide an organization chart that shows the Consultant's employees and subconsultants (if any) that the proposer plans to assign to this project.
- c. For the Project Manager and each of the other key team members, provide a summary of qualifications, licenses, and experience, and describe the type of work to be performed on this project.
- d. For the proposed team, present at least three projects that have been completed in the past five years that are similar in scope, size, and complexity to this project.
- e. For each project described, provide the name, telephone number, and email address of a reference that can attest to the quality and effectiveness of the Project Manager and key team members' work.

3. Project Approach **(30 Points)**

Describe the methodology and work plan the Consultant will use to complete the work, including critical elements and special methodologies that will be employed to ensure a high-quality work product that will meet budget and schedule expectations.

4. Project Schedule **(20 Points)**

Provide the Consultant's proposed schedule for all services necessary to complete the project, including all tasks shown in the proposed work plan, and milestones. Show the interdependency of the tasks shown.

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5. Estimated Level of Effort (**0 Points**) - **Please provide—in a separate email to Contact on Page 1—**estimated Level of Effort in a PDF attachment. Include in subject heading **“FY2020/21 Gravity Sewer Improvements Project CM Proposal: Level of Effort”**.

Provide an estimate of staff time, by task, individual billing rate and total costs per task and for the total project, including all direct and indirect costs and markup.

6. Appendices

- a. Exceptions to Agreement (2 pages max)

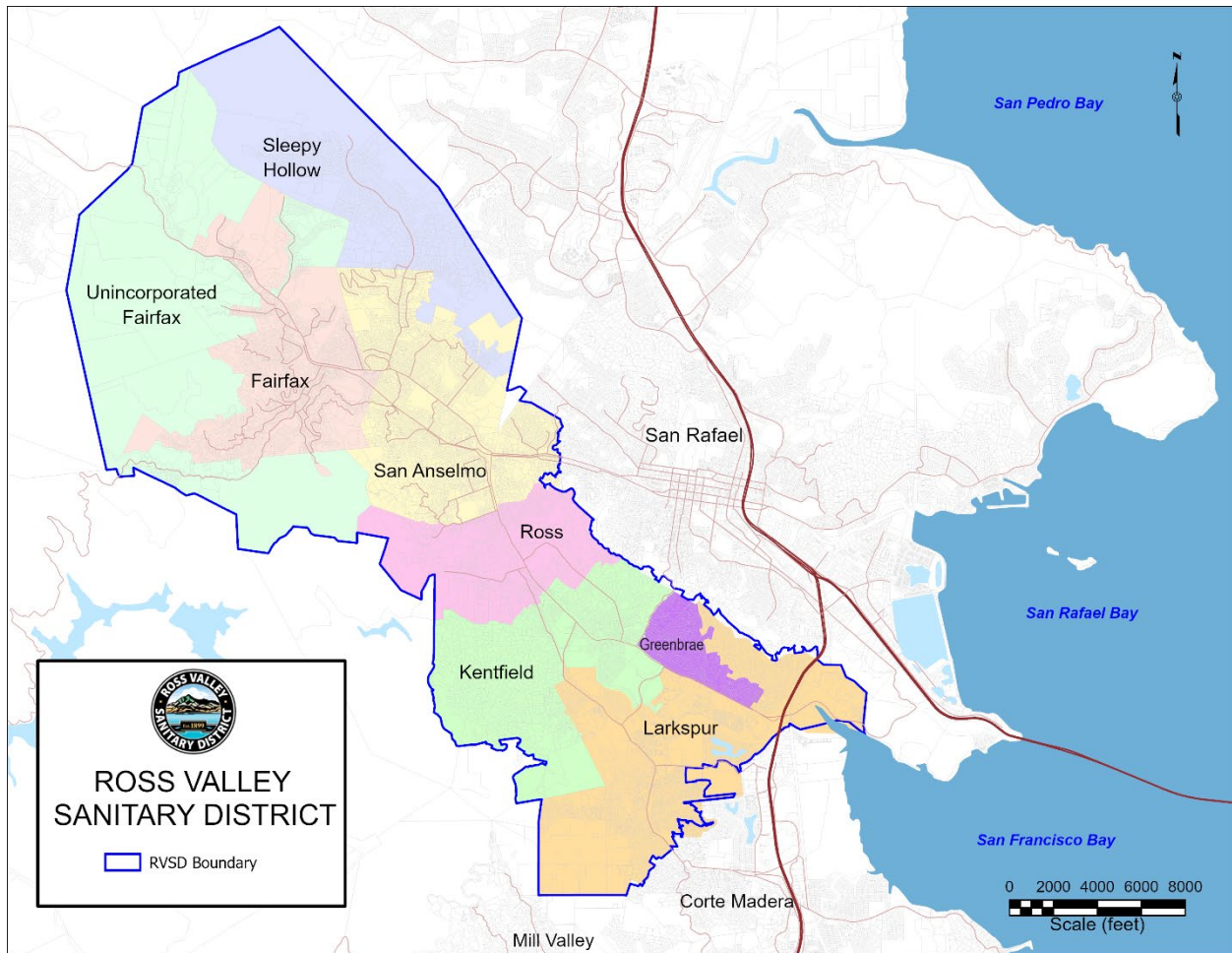
- i. A draft Consultant Agreement is included for your reference. Please review the draft agreement carefully. Submit any change requests regarding this agreement in writing with the Proposal. Only changes requested in writing in the Proposal will be considered.
- ii. Firms choosing not to provide any comments in the written Proposal are concurring with the agreement in its entirety without exceptions.

- b. Resumes (3 pages max per team member)

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BACKGROUND

The Ross Valley Sanitary District (or “District”) is a California special district organized under the California Health and Safety Code, Sections 6400-6830. The District provides wastewater utility service to approximately 15,000 customer accounts, representing approximately 55,000 people in central Marin County. The District service area includes the incorporated City of Larkspur, the Towns of San Anselmo, Ross, and Fairfax; and the unincorporated areas of Kentfield, Kent Woodlands, Greenbrae, Oak Manor, and Sleepy Hollow. See Figure 2 for a map of the service area.



The District’s wastewater collection and conveyance infrastructure includes approximately 194 miles of gravity sewer collection pipelines, 8.4 miles of sewer force mains, and 19 pump stations and lift stations. Approximately 200 miles of privately owned sewer-service laterals connect to the District’s collection system. Average dry weather flow is approximately 5 million gallons per day. The District’s flows are ultimately conveyed to the Central Marin Sanitation Agency wastewater treatment plant in San Rafael.

The District has completed a series of studies and plans to address its infrastructure replacement and rehabilitation requirements, and its operations and maintenance practices, driven largely by age of the system (most of the service area was built out between 50 to 75 years ago) and the significant changes in National Pollution Discharge Elimination System permit requirements for San Francisco Bay Area wastewater collection systems.

PROJECT DESCRIPTION

The FY 2020/21 Gravity Sewer Improvements Project would replace or rehabilitate approximately 9,640 linear feet (LF) of gravity sewer pipeline at various locations throughout the communities of Greenbrae, San Anselmo (Sequoia Park), Larkspur, Ross, and Kent Woodlands. Existing sizes range from 4-inch to 10-inch diameter. The purpose of the project is to repair sewer pipes to ultimately reduce the risk of sanitary sewer overflows by fixing defects, sealing leaks, and addressing wet-weather capacity deficiencies. New manholes would also be constructed at various locations throughout the project. New manhole locations would require excavation and backfill of an area of approximately 8 feet by 8 feet, with varying depths.

Replacement/rehabilitation of existing sewer pipes will be performed by a variety of methods. These methods are:

- *Open Cut (4,645 LF)*: Existing sewer line would be exposed and removed by means of construction excavation equipment. A new pipe would then be installed, and the trench would be backfilled.
- *Pipe Bursting (4,210 LF)*: Pipe bursting is a trenchless method where a new pipe is inserted into an existing pipe by means of a hydraulic winch. First, an insertion pit (typically 3 feet wide by 10 feet long) and a receiving pit (typically 4 feet wide by 4 feet long) are excavated at each end of a pipe segment. The locations of these pits are determined by the Contractor in the field based on site access. Prior to insertion of the new pipe, existing lateral connections are excavated and disconnected. A new pipe is then attached to a bursting head and pulled into the existing pipe. The bursting head breaks apart the existing pipe and creates a cavity for the new pipe. Once the new pipe is installed the existing laterals are reconnected and trenches are backfilled.
- *Cured in Place Pipe (CIPP) (720 LF)*: This process involves a liquid thermoset resin-saturated felt tube material that is inserted into the existing pipe by hydrostatic or air inversion through a manhole. Then, the tube is expanded against the wall of the existing pipe by water, air or steam and cured by hot water or steam. For this project, only air and steam would be allowed for expanding and only steam would be allowed for curing. Lastly, the new pipe is cooled and drained. This process results in a seamless, jointless pipe with a smooth, continuous inner surface. Laterals would be reinstated after the CIPP liner has cured by trenchless robotic methods. Prior to installing the CIPP liner, some defects would be repaired by open cut method. Lengths of these "spot repairs" vary from 3 feet wide by 6-76 feet long by 3-12 feet deep.
- *Slipline (65 LF)*: This process involves installing a smaller, carrier pipe into a larger host pipe, grouting the annular space between the two pipes, and sealing the ends.

Most of these pipelines either fall within public right of way or in designated easements running through private property. For work in backyard easements, portable equipment would be used

due to space restrictions and to minimize impact. It is anticipated that the construction of the Project would take approximately 136 working days.

CONSTRUCTION CONTRACT DOCUMENTS

The District estimates that the Construction Contract Documents including the bid design, specifications and engineer's estimate will be completed by early April and that the construction bid opening will occur in early May. A link to the bid plans, specifications and engineer's estimate will be provided on the District's website at RVSD.org when the Notice to Bidders/Contractors is issued.

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SELECTION PROCESS

The District will review and evaluate submitted proposals from eligible firms, based on the Consultant's understanding of the project background, demonstrated experience with work similar in size and scope to the District's project, and the Consultant's approach to addressing the requirements of the project. Should the District determine that a proposal is lacking required information, the District shall deem that proposal unresponsive and provide no further evaluation.

Upon evaluating each proposal, the District will short-list those firms deemed capable and best qualified to perform the project work. The District may select a firm or firms directly from the proposals or may conduct interviews with short-listed firms.

Selection of the Consultant(s) will be based on qualifications and shall not be selected solely based on cost.

1. Selection Criteria. The District will evaluate the submitted proposals based upon the following criteria:
 - a. Responsiveness to this RFP
 - b. Firm, Project Manager, and key team members' experience and qualifications with similar projects. Special emphasis will be placed on experience managing challenging trenchless construction projects.
 - c. Evidence of the Consultant's understanding of the project, and ability to prepare a well-written document
 - d. Soundness of the Consultant's approach to meeting the project needs
2. Consultant Selection Schedule. The District anticipates that a Consultant will be selected in the timeframe specified in the Anticipated Project Schedule (see above), and a professional services agreement will be negotiated and presented to the District Board for consideration of approval at the Board meeting date in the Anticipated Project Schedule. The Consultant will be expected to commence its services immediately upon contract execution.

FORMAT OF INTERVIEW (IF HELD)

The District reserves the right to either conduct or not conduct interviews with any of the consultants. Nothing herein requires the District to invite all consultants to participate in the interview process.

If conducted, interviews would be held at a location and in a format to be determined by District. Informal interviews would be held by telephone conference call or web-based meeting, or formal interviews would be held at the District office or other location.

DISCLAIMER

This RFP does not commit the District to issuing the Contract or paying any costs incurred in the preparation of the proposals. The District reserves the right to cancel in part or in whole this RFP, reject all proposals, to accept proposals it considers most favorable to the District's interest at its sole discretion, and to waive any irregularities or informalities in the proposal procedures. The District further reserves the right to reject all proposals and seek new proposals when such procedure is in the best interest of the District. This RFP covers only the work described herein and does not commit the District to any work beyond what is described.

ATTACHMENTS

- A. Proposal Scoresheet
- B. Sample District Contract, Including Terms and Conditions

ATTACHMENT A

Proposal Score Sheet

ATTACHMENT B

Draft District Contract

Proposal Scoresheet

FY2020/21 Gravity Improvements Project Construction Management Proposals Due Date: March 26, 2021	Points Possible	Proposal Scores			
		Firm A	Firm B	Firm C	Firm D
<u>Firm and Team Qualifications</u>					
Firm Information and Capabilities	15	0	0	0	0
Personnel Qualifications Relevant to Project	20	0	0	0	0
References (Project Mgmt, Quality, Service)	15	0	0	0	0
TOTAL	50	0	0	0	0
<u>Project Approach</u>					
Understanding of District Needs, Challenges	10	0	0	0	0
Methodology -- Ideas, Approaches	10	0	0	0	0
Maintaining Schedule and Budget	10	0	0	0	0
TOTAL	30	0	0	0	0
<u>Schedule</u>					
Understanding of and Ability to Meet Schedule	20	0	0	0	0
GRAND TOTAL	100	0	0	0	0

CONSULTANT SERVICES MASTER SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date (defined below) by and between the ROSS VALLEY SANITARY DISTRICT ("District") and _____ ("Consultant").

Recitals

- A. WHEREAS, District desires to obtain Construction Management support on a task by task basis; and
- B. WHEREAS, Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and
- C. WHEREAS, District desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.
2. Project Coordination.
 - A. District. The General Manager or his/her designee shall represent District for all purposes under this Agreement. _____ is hereby designated as the Project Manager. The Project Manager shall supervise the progress and implementation of this Agreement.
 - B. Consultant. Consultant shall assign _____ to have overall responsibility for the progress and implementation of this Agreement for Consultant.
3. Scope and Performance of Services.
 - A. Scope of Services. Subject to such policy direction and approvals as District through its staff may determine from time to time, Consultant shall perform the services set out in the agreement as described in individual task orders (the "Services"), executed by the District and Consultant, and attached hereto as Exhibit A. Each task order ("Task Order") shall describe the Services to be performed thereunder, the schedule for performance of those Services, and compensation and reimbursable expenses, if any, in connection with the performance of those Services. Consultant acknowledges that the compensation set forth on a Task Order is Consultant's sole compensation for Services performed under such Task Order and pursuant to this Agreement.
 - B. Time of Performance. The services of Consultant are to commence as described and authorized by Task Order, promptly upon receipt of written notice from the District to proceed. Work performed shall be completed according to the schedule described in the Task Order.
 - C. Standard of Quality. District relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with professional standards regarding the interpreting of all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent

professionals in Consultant's field and experience in the performance of the work specified in the Task Order.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached to each Task Order. Payment by District under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to District at the time of payment.

B. Timing of Payment. Consultant shall submit within 10 calendar days from the end of each month itemized monthly statements for work performed. District shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4.A without prior written amendment to this Agreement.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. Litigation Support. Consultant agrees to testify at District's request if litigation is brought against District in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, District will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by District and not part of the litigation brought by District against Consultant.

5. Amendment to Scope of Work. District shall have the right to amend the Scope of Work within the Agreement by written notice to Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from District. Failure of Consultant to secure District's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate District authorization.

6. Term. This Agreement shall commence as of the Effective Date and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

7. Inspection. Consultant shall furnish District with every reasonable opportunity for District to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

8. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other draft and final work products compiled by Consultant under the Agreement shall be vested in District, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of District. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to District without restriction or limitations on their use and without further employment of or payment of any compensation to Consultant. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed, or generated in any way through this Agreement without the written permission of District during the term of this Agreement, unless required by law.

9. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of District.

10. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of District, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of District in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of District or of any District official, other than normal contract monitoring; and

(2) possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. Liability of Members and Employees of District. No member of District and no other officer, employee or agent of District shall be personally liable to Consultant or otherwise in the event of any default or breach of District, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

No member of Consultant and no other officer, employee or agent of Consultant shall be personally liable to District or otherwise in the event of any default or breach of Consultant, or for any amount which may become due to District or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to District), indemnify, and hold harmless District, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations to the extent brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subconsultants undertaken pursuant to this Agreement excepting liabilities due to the sole negligence or willful misconduct of District or any other third party not within the Consultant's control. District has no liability or responsibility for any accident,

loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement.

13. Consultant Not an Agent of District. Consultant, its officers, employees, and agents shall not have any power to bind or commit District to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor as defined in Labor Code 3353 and not an agent or employee of District; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to District's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a District business license. District is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this Section.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the District office (see address at Section 25 (Written Notice) below).

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. District Not Responsible. District is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section or otherwise under this Agreement.

16. Confidential Information. All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by District, or as required by law.

17. Assignment: Subcontractors: Employees.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without District's prior written consent. Any assignment without such approval shall be void and, at District's option, shall immediately cause this Agreement to terminate.

B. Subconsultants; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subconsultant of Consultant shall be recognized by District as such; rather, all subconsultants are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than \$2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.

(2) Consultant agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than \$1,000,000 (One Million Dollars) per claim and aggregate.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide required coverage for Employers' Liability (Coverage B).

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "District its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only as respects work done by, for, or on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance District may possess, including any self-insured retention District may have, and any other insurance District does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to District all certificates of insurance with original endorsements effecting coverage required by this Section. Certificates of such insurance shall be filed with District on or before commencement of performance of this Agreement. District reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officials, officers, agents, employees, and volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by mail, has been given to District. Current certification of such insurance shall be kept on file with the General Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. At District's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Verification of Coverage. Consultant shall furnish District with original Certificate(s) of insurance verifying Consultant's receipt of the insurance coverage required herein.

F. Waiver of Subrogation. Owner and Consultant mutually waive any right of subrogation, which one may have against the other, with regard to any loss or damage arising out of or incident to the perils insured against by any policy of insurance required to be issued and maintained under this Contract. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly, whether or not such person or entity had an insurable interest in the property damaged.

19. Termination of Agreement: Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by District upon 10-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, District may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that District shall deduct from such amount the amount of damages, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

C. In the event this Agreement is terminated by District without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the District immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of District. Consultant, however, shall not be liable for District's use of incomplete materials nor for District's use of complete documents if used for other than as contemplated by this Agreement.

E. In addition to the foregoing right to terminate for default, District reserves the absolute right to terminate this Agreement without cause, upon written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Not-To-Exceed Amount which shall be calculated as follows: (1) Payment for Services then satisfactorily completed and accepted by District, plus (2) Payment for Additional Services satisfactorily completed and accepted by District, plus (3) Reimbursable Expenses actually incurred by Consultant, as approved by District. The amount of any payment made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Consultant shall not be entitled to any claim or lien against District for any additional compensation or damages in the event of such termination and payment.

F. If this Agreement is terminated by District for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section 19 and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

20. Suspension. District shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

21. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between District and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument, signed by both District and Consultant. All provisions of this Agreement are expressly made conditions.

22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. Intentionally deleted.

24. Time of the Essence. Time is of the essence of this Agreement. Consultant is not responsible for delays from causes beyond Consultant's reasonable control.

25. Written Notice. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this Section.

If to District: Ross Valley Sanitary District
2960 Kerner Boulevard
San Rafael, CA 94901
Attention: Steve Moore, General Manager

If to Consultant: _____

26. Consultant's Books and Records.

A. Consultant 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 District and all documents and records which demonstrate performance under this Agreement for a minimum period of four (4) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the General Manager, District Counsel, or a designated representative of any of the foregoing. Copies of such documents shall be provided to District for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. District may, by written request by any of the above-named officers, require that custody of the records be given to District and that the records and documents be maintained in the District office. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

D. Pursuant to California Government Code Section 10527, the parties to this Agreement shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

27. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

28. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status, or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Section 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such use of unauthorized aliens,

Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

30. Section Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning.

31. District Not Obligated to Third Parties. District shall not be obligated or liable for payment hereunder to any party other than Consultant.

32. Remedies Not Exclusive. No remedy herein conferred upon or reserved to District is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

33. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

34. No Waiver of Default. No delay or omission of District to exercise any right or power arising upon the occurrence of any event of default shall impair any such default of any acquiescence therein; and every power and remedy given by this Agreement to District shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District.

35. Successors and Assigns. All representations and covenants set forth in the Agreement, by or on behalf of, or for the benefit of any of all parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

36. Exhibits. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

37. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearing and public comment shall be prohibited unless expressly authorized by District.

38. Applicable Law: Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Marin, California.

39. Authority. All parties to this Agreement have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entit(y)(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant has not breached the terms of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

[This space intentionally blank]

IN WITNESS WHEREOF, District and Consultant have executed this Agreement as of the date first above written.

DISTRICT:

CONSULTANT:

By: _____
Name: Steve Moore
Title: General Manager

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Andrea P. Clark
Title: District Counsel

Date: _____

EXHIBIT A

Task Orders and Compensation

[attached]