



DISTRICT BOARD

Megan Clark
Rabi Elias
Craig K. Murray
Judy Schriebman
Crystal Yezman

DISTRICT ADMINISTRATION

Mike Prinz,
General Manager
Michael Cortez,
District Engineer
Mel Liebmann,
Plant Manager
Greg Pease,
Collection System/Safety Manager
Robert Ruiz,
Administrative Services Manager

July 16, 2019

To: Interested Parties

Re: **Request for Proposals (RFP)**
Integrated Wastewater Master Plan
Job No. 19200-04

Dear Prospective Consultants:

The Las Gallinas Valley Sanitary District (LGVSD) is soliciting proposals from qualified consultants interested in providing consulting services for an Integrated Wastewater Master Plan (IWMP), which will include an integrated plan for LGVSD's collections, treatment, recycled water production, and biosolids disposal systems. Proposals shall be prepared as per the guidelines set forth on the attached RFP.

If you would like your firm to be considered, five (5) hard copies **and** a CD version of a PDF file of your proposal must be received at the LGVSD Administration Building, 300 Smith Ranch Road, San Rafael, CA 94903; Attention: Michael P. Cortez PE, District Engineer, no later than **12:00 PM on August 16, 2019**. An interview process for the selection of a consultant, if deemed necessary by the District, is tentatively scheduled for the week August 26, 2019. Award of a contract for this RFP is scheduled for September 5, 2019.

Please call me at (415) 472-1033, extension 18 if you have any questions.

Sincerely,

Michael P. Cortez, PE
District Engineer

Attachment:

R:\MASTER PLAN\DRAFT RFP Work Folder\RFP Integrated Master Plan Draft.docx

REQUEST FOR PROPOSALS INTEGRATED WASTEWATER MASTER PLAN (JOB NO. 19200-04)

BACKGROUND

Service Area

Las Gallinas Valley Sanitary District (District) is located in the Las Gallinas Valley of Marin County, California between central San Rafael and Novato. It was established in April 1954 under the Sanitary District Act of 1923 and provides wastewater collection, treatment and recycling to more than 30,000 customers in the Santa Venetia, Terra Linda, San Rafael Meadows, Marinwood, Lucas Valley, and other communities of San Rafael. The District's jurisdiction spans approximately 50 square miles from Hamilton Field (a former air force base) to the north, San Pablo Bay to the east, central San Rafael to the south, and Marin County Open Space Reserves to the west.

The District is governed by an elected five-member Board of Directors. Each Board Member is elected to a four-year term. A General Manager, appointed by the Board, oversees the District's staff and reports directly to the Board.

Collection System

The District operates a sanitary sewer collection system comprised of approximately 105 miles of gravity sewer lines, 6.72 miles of force mains, and 28 pump stations. Ten pump stations pump directly to the treatment plant and the remainder are local stations that pump to another pump station. There are 2,985 manholes and approximately 52.5 miles of privately-owned laterals.

For the District's collection system sanitary sewer map, subbasins, pump stations, and other information, see dropbox link:

<https://www.dropbox.com/s/p6vu0pu47tfr4nk/LGVSD%20SEWER%20MAP%20-%20GIS%202012.pdf?dl=0>

Wastewater Treatment Plant

The District operates a wastewater treatment plant (WWTP) under a National Pollutant Elimination Discharge Permit (NPDES) No. CA0037851 issued by the United States Environmental Protection Agency (USEPA) and the San Francisco Regional Water Quality Control Board (Water Board). The permitted dry weather average capacity is 2.92 million gallons per day (MGD). The WWTP uses primary treatment consisting of headworks to separate larger solids from the wastewater, which are then placed in a dumpster and taken to the landfill, followed by three (3) primary clarifiers. Secondary treatment consists of trickling filters, a secondary clarifier, a fixed film reactor, and deep bed filters. Treated

effluent is disposed of through discharge pipes into Miller Creek, which flows to San Pablo Bay during discharge season, November 1 through May 31. The District treated an average daily flow of 2.36 MGD of sewage per day in Fiscal Year 2018. Major plant expansions were built in 1958, 1972 and 1984.

For a copy of the District's NPDES permit, see dropbox link:

<https://www.dropbox.com/s/o3j0tu3b0m1rzpl/LGVSD%20NPDES%20R2-2015-0021.pdf?dl=0>

Recycled Water Production

The District's existing Recycled Water Facility (RWF) has been in service since 2012. It has a current treatment capacity of 0.7 MGD with redundant systems to produce up to 1.4 MGD. It provides recycled water to North Marin Water District (NMWD). In 2017, the District reached an agreement with Marin Municipal Water District (MMWD) to expand the District's recycled water treatment plant to provide for an additional 4 MGD for a total 5.4 MGD of capacity, which can then be distributed to both NMWD and MMWD's customers and serve future needs of the District.

Secondary Treatment Plant Upgrade and Recycled Water Expansion Project

In order to meet more stringent waste discharge requirements from the Regional Water Quality Control Board (Water Board) and allow the District to fully serve its recycled water customers, the District is currently implementing upgrades to the treatment plant through the Secondary Treatment Plant Upgrade and Recycled Water Expansion Project (STPURWE Project). Construction started in early 2019 and the target completion date is December 2021.

The secondary treatment component of the project consists of:

- a. Expansion of wet weather treatment capacity up to 18 MGD
- b. Conversion of trickling filter process into activated sludge using bio-wheel technology
- c. Construction of aeration basin
- d. Construction of primary effluent pump station
- e. Construction of two (2) secondary clarifiers
- f. Rerouting of existing force main
- g. Realignment of plant perimeter road
- h. Construction of electrical building and installation of standby generators
- i. Construction of miscellaneous process control yard piping
- j. Augmentation and modifications to existing Supervisory Control and Data Acquisition (SCADA) System
- k. Modifications to existing hypochlorite disinfection system
- l. Appurtenant work at various locations throughout the District's wastewater treatment plant, such as grading, constructing fences, landscaping and paving.

The recycled water component of the project includes improvements to the existing Recycled Water Facility (RWF) in order to maximize the facility's ability to provide Title 22 reclaimed water. The 2017 agreement with MMWD resulted with the demolition of an existing onsite recycled water treatment facility maintained by MMWD.

The conformed set of Contract Documents for the STPURWE Project, including the design criteria and hydraulic profile of the new treatment plant, are available at the following internet address:

<https://www.dropbox.com/sh/5xr6rmwq5cvo7oe/AABbr6PsKdS9kt7Uo5gLFbv7a?dl=0>

Reclamation Project

The District manages a multi-faceted Reclamation Project consisting approximately 383 acres that includes a freshwater marsh, irrigated pastures, storage ponds and saltwater marsh, all of which are home to area wildlife, and provide access and recreation for the public. Constructed in the mid-1980s through an EPA program, the primary purpose of the Reclamation Project is to provide secondary effluent storage during five months of non-discharge season between June 1 and October 31. During this season (also called Reclamation Mode), a significant portion of effluent is used in approximately 260 acres of irrigated pastures through three center pivot irrigation systems. The District currently leases the irrigated pastures to a third party for hay production.

In 2005, the District purchased approximately 120 acres of uncultivated pasture adjacent to the Reclamation Project from Lands of St. Vincent Schools for Boys for future use. The parcel is currently unused except a small temporary area for excavated material storage. A contractor currently maintains and tills this uncultivated pasture for weed control a few times a year.

The addition of the RWF in 2012, including current upgrades in the STPURWE Project, provide the District the potential ability to stay in Reclamation Mode for longer than five months by supplying recycled water to NMWD and MMWD during the non-discharge season.

For a map of the District's Reclamation Project, see dropbox link:

<https://www.dropbox.com/s/q855n9ulmzvpbkh/Reclamation%20Project%20%26%20Biosolids%20Storage%20Pasture%20Site%20Plan.pdf?dl=0>

Biosolids Disposal

The biosolids produced by the wastewater treatment process is anaerobically digested and then pumped into three sludge storage ponds next to the Reclamation Project. The ponds are lined with 80 mil HDPE liner underlain with composite drainage grid system. Pond supernatant and rainwater overflows to a vault and is pumped back to the headworks. In the summer, a contractor mixes and pumps biosolids from one or more storage ponds into a 9-acre sludge storage pasture. The liquid biosolids are then mechanically injected

approximately 6” below the soil surface. Because biosolids are applied to the disposal pasture at greater than “agronomic” rates, the applicable biosolids requirements in US EPA 40 CFR Part 503 are those in subpart C “Surface Disposal” rather than subpart B “Land Application”. These requirements include the use of methods for pathogen and vector reduction for “Class B” biosolids, both of which are met by anaerobic digestion, and other requirements.

The sludge storage ponds were constructed in 1992 and can hold up to 3,900,000 gallons, which is more than adequate for the projected future biosolids storage needs of the District. The existing levee around the storage ponds is not watertight. Provision is being made in the ongoing STPURWE project to pump the drainage water back to the treatment plant.

For a map of the District’s Biosolids Disposal Area, see dropbox link for the Reclamation Project.

Solid Waste Franchise

The District manages a refuse hauling service encompassing all areas within the District excluding the City of San Rafael customers. The franchise has been awarded to Marin Sanitary Service, a privately-owned business operating in Marin County. It provides curbside recycling, solid waste, yard waste and food scraps hauling, and safe hazardous waste disposal services, which are helping achieve Marin County’s goal of zero waste.

Biogas Energy Recovery System

In 2018, the District commissioned a \$6 million Biogas Energy Recovery System (BERS) consisting of two 65 kW combined heat and power microturbines to replace a non-compliant and outdated internal combustion engine. The BERS project provided heating supply to the digesters and electricity for the WWTP. Excess electrical generation is sent to the on-site PG&E power grid. Included with the project was the installation of a slow-fill CNG fill station at the WWTP site by utilizing conditioned digester gas, and a backup fast-fill CNG station utilizing PG&E natural gas at the District’s Smith Ranch Pump Station. Construction of the BERS project was funded through the District’s capital improvement program and a \$1.25 million grant from the California Energy Commission’s Clean Energy Program and Alternative and Renewable Fuel and Vehicle Technology Program.

Cityworks Work Order Platform and Asset Management

The District has invested in GIS-based Cityworks and ArcGIS for limited asset and maintenance management solutions for the Collection System. There is a strong desire by District staff to utilize a more dynamic, centralized, GIS-based solution that incorporates work order management and decision-making tools in managing its assets.

1.0 OBJECTIVE

The District is seeking proposals from qualified consultants to provide engineering services to integrate improvements to the District’s collection, treatment, recycled water production, and biosolids disposal systems into one Integrated Wastewater Master Plan (IWMP). This IWMP will serve as a comprehensive planning document for a 20-year planning period. The intent of the IWMP is to establish a comprehensive, system wide plan that identifies the following two parallel tracks of infrastructure and system planning goals:

- Urgent Capital Improvement Program (CIP) projects (within the first 5 years).
- Long range, less urgent, and slower moving projects (5 to 20 years).

Representative areas of analysis to be addressed in the IWMP include, but are not limited to (priority not implied):

- Collection system condition and capacity improvements;
- Plant process improvements to meet current and future recycled water and discharge regulations, including disinfection system upgrades;
- Biosolids disposal resilience;
- Sea level rise mitigation strategies;
- Electrical system improvements;
- Property acquisition needs;
- SCADA system improvements;
- Asset management system application/implementation;
- Energy optimization;
- Land use optimization;
- Physical and digital security needs;
- Disaster resilience;
- Revenue opportunities; and
- Miller Creek programmatic maintenance needs.

Once completed, the IWMP will improve project planning transparency and fundamentally improve District-wide CIP budgeting and project implementation by:

- Predicating all CIP projects on documented priorities,
- Enhancing the District’s institutional understanding of infrastructure replacement needs,
- Creating a “road map” for a multiple year CIP program, and
- Establishing a process that will, once fully developed, facilitate an ongoing, cyclical review of known priorities and a means to document newly understood needs.

Historically, there has been no known comprehensive master planning efforts pursued by the District. To the extent possible, consultants should conceptually address the components of the SSMP Capacity Assessment, which the District uses as a basis of NPDES

permit compliance reporting to the Water Board. In addition, the IWMP shall build upon the previous work outlined in the ongoing STPURWE Project.

For the Sewer System Management Plan Capacity Assessment by Nute Engineering dated September 2008, see dropbox link:

<https://www.dropbox.com/s/351q7bg2qrw774u/SSMP%20Capacity%20Assessment%20%20by%20Nute.pdf?dl=0>

2.0 THIRD PARTY CONSULTING SERVICES TO BE PROVIDED BY THE DISTRICT

The District anticipates hiring Nute Engineering and EOA for institutional knowledge support on on-call basis for the IWMP Consultant the District selects. Consultant shall work as needed with both consultants during the master planning effort.

3.0 PROPOSAL REQUIREMENTS AND CONTENTS

Consultant shall submit a proposal consisting of a preliminary project schedule divided into three (3) phases, with Phase 1 starting mid-September 2019, and Phase 2 and Phase 3 starting July 1, 2020 and July 1, 2021, respectively. The District will award a contract for all phases to one consultant and issue a Notice to Proceed per phase based on available funding and budget allocation for the next two budget cycles. The current District budget for Phase 1 is \$400,000. The total anticipated budget for all three phases is approximately \$1 million.

The proposal shall be prepared in accordance with the following. Material submitted in addition to that specifically required will not be reviewed.

1. **General Firm Information:** This section shall include the following:
 - a. Firm Project References. Submit three (3) references, including current contact name and phone number for similar project.
 - b. Organizational Chart
 - c. Resumes
 - d. Sub-consultant Information
2. **Project Understanding and Approach:** Demonstrate understanding of key issues and your approach to complete the Scope of Work. Describe opportunities that you feel beneficial to LGVSD. If applicable, include description of tasks you feel should be added to the Scope of Work to better meet the objective.
3. **Compensation:** Provide a matrix indicating an estimate of hours and fees per phase to complete the services. Also, provide separate itemized time and materials fee adjustments, where appropriate, for additional tasks you feel should be added.

4. **Maximum Number of Pages:** 15 including resumes and list of relevant projects.

4.0 CONSULTANT SELECTION PROCESS

The District will short-list no more than three (3) firms and invite these firms for oral interview. The selection panel will consist of the General Manager, District's Engineering Department, and Plant Manager, at a minimum.

The criteria that will be used in evaluating the proposals received include, but are not limited to the following:

1. Knowledge and understanding of Project requirements and District needs.
2. Approach to Project and understanding of the Scope of Work.
3. Commitment of key personnel and their experience in the areas assigned.
4. Successful completion of undertaken projects.

5.0 TENTATIVE CONSULTANT SELECTION AND OVERALL MASTER PLANNING SCHEDULE

- | | | |
|----|---------------------------------|-----------------------------|
| 1. | Proposal Deadline: | August 16, 2019 at 12:00 PM |
| 2. | Oral Interviews (optional): | Week of August 26, 2019 |
| 3. | Award of a Consultant Contract: | September 5, 2019 |
| 4. | Notice to Proceed, Phase 1 | mid-September 2019 |
| 5. | Notice to Proceed, Phase 2 | July 1, 2020 |
| 6. | Notice to Proceed, Phase 3 | July 1, 2021 |
| 7. | IWMP Completion | June 30, 2022 |

6.0 DELIVERABLES

The Consultant shall submit periodic and multiple technical memorandum updates for all tasks outlined in each phase of the master planning effort, which will be compiled into one IWMP formatted for future updating convenience.

7.0 STANDARD CONSULTANT AGREEMENT

The Consultant selected to provide the Scope of Services shall use the attached District's standard consultant Agreement (Attachment 1). By submitting a proposal for this work, the Consultant agrees to utilize this form for the contract. Contractually required insurance coverage and endorsement information is shown in the body of the document.

Attachment 1
AGREEMENT
FOR CONSULTATION AND PROFESSIONAL ENGINEERING SERVICES

_____ **SERVICES for**
_____ **PROJECT**

(JOB NO. _____)

THIS AGREEMENT made this _____ day of _____, _____ by and between the **LAS GALLINAS VALLEY SANITARY DISTRICT** (hereinafter referred to as "District"), and _____, whose address is, _____ hereinafter referred to as "Consultant");

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. General

DISTRICT engages CONSULTANT to furnish the services hereinafter mentioned upon the covenants and conditions of this Agreement, at the compensation herein stipulated, and CONSULTANT accepts said engagement upon said terms.

2. Duties of Consultant; Services to be Performed by Consultant

CONSULTANT shall perform such duties and services as are listed on **Exhibit A** attached hereto, and is hereby referred to and made a part hereof by reference. Said services shall be completed according to the time schedule contained in **Exhibit A**.

3. Services or Materials to be Performed or Furnished by District

DISTRICT shall perform such services or furnish such materials to CONSULTANT in connection with this Agreement as are set forth on **Exhibit B**. If there are no entries on said **Exhibit B**, DISTRICT, shall not be required to provide any services or furnish any materials to CONSULTANT. Unless otherwise provided on **Exhibit B**, all said services and materials to be furnished by DISTRICT will be without cost to CONSULTANT.

4. Payment by District: Time and Manner of Payment

DISTRICT shall pay CONSULTANT, for all services to be rendered and all materials to be furnished under this Agreement, the amount specifically set forth and in the manner specifically set forth on **Exhibit C**. CONSULTANT agrees to accept said sum as full compensation for all services due under this Agreement. Notwithstanding any other language in the Agreement or any exhibits, CONSULTANT agrees that it will perform all tasks for a sum not to exceed _____ (**\$_____ U.S. Dollars**). This is an Agreement for a specific task as defined in Exhibit A, Consultant Services (Scope of Work), for _____ **Project**, and CONSULTANT has accurately determined the price of those tasks.

5. Authorization To Perform Services

The CONSULTANT is not authorized to perform any services, or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the DISTRICT.

6. Additional Work

CONSULTANT shall be entitled to extra compensation for services or materials not otherwise required under this Agreement or described in **Exhibit A**, provided that DISTRICT shall first have identified the services or materials as extra, and requested such extra services or materials in writing, but in no event shall DISTRICT be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by DISTRICT.

7. Professional Skill

CONSULTANT represents that it is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement. CONSULTANT represents and warrants to DISTRICT that it has all licenses, permits, qualifications that are legally required for CONSULTANT to practice its profession and that CONSULTANT shall, at its sole cost and expense, keep all such licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession in effect. DISTRICT relies upon the skill of CONSULTANT to do and perform its work in a skillful manner, and CONSULTANT agrees to thus perform its work, and the acceptance of its work by DISTRICT shall not operate as a release of CONSULTANT from said Agreement. For purposes of this Agreement, "skillful manner" shall mean the standard of care prevailing in the industry in the San Francisco Bay Area during the term of this Agreement.

8. Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment and shall comply with the provisions of Section 12940 of the Government Code.

9. Compliance with Laws

CONSULTANT shall comply with all federal, state and District laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. Any suit or action by either party shall be brought in the Superior Court for the County of Marin, California. The laws of the State of California shall govern this Agreement.

10. Labor Compliance

This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California.

The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Agency's principal office, which shall be available to any interested party upon request.

Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Agency shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

11. Independent Contractor; Not An Agent

CONSULTANT, at all times during the term of this Agreement is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of DISTRICT. Notwithstanding any other DISTRICT, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT 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.

Except as DISTRICT may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent or pursuant to this Agreement to bind DISTRICT to any obligation whatsoever.

12. Time

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

13. Indemnity

CONSULTANT agrees to indemnify and save harmless and defend with counsel acceptable to DISTRICT, the DISTRICT, its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, suits, actions, costs, expenses, claims, causes of action and damages (including costs of defense) arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by recklessness, the willful misconduct or negligent acts or omissions of CONSULTANT, its officers, employees, agents, consultants, subcontractors or any officer, agent or employee thereof but excluding liabilities due to the active negligence of the DISTRICT. By execution of this Agreement, CONSULTANT acknowledges and agrees that CONSULTANT has read and understands the provisions hereof and that this paragraph is a material element of consideration. DISTRICT and CONSULTANT agree that this Agreement is consistent with Section 2782.8 of the Civil Code.

14. Insurance: Public Liability, Workers' Compensation, Errors and Omissions

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its officers, subcontractors, agents, representatives, or employees.

CONSULTANT shall be required to meet all District Insurance Requirements. See **Exhibit D** for District Insurance Requirements.

15. Consultant Professional Team

CONSULTANT shall provide and maintain the professional team to perform and furnish the materials in connection with this Agreement whose names and capacities are set forth on **Exhibit E**. In the event that any member of said team shall leave the employ of CONSULTANT or be transferred to another office of CONSULTANT, CONSULTANT shall so advise DISTRICT and replace that member with a new member who is competent to perform the required work and who shall be satisfactory to DISTRICT. Such other agents or employee contractors or subcontractors not listed on **Exhibit E** as may be required to perform any portion of this Agreement shall be competent and shall be suitably experienced in the function which they perform.

16. Notices

Unless otherwise provided herein, all notices required hereunder shall be given by certified mail, postage prepaid and addressed to the party at the address indicated in the opening

paragraph of this Agreement provided, however, that in lieu thereof, notice may be given by personal delivery to the party at said address.

17. Title to Documents

All original calculations, photographs, maps, drawings, plans, design notes and other material or documents developed or used in connection with the performance of this Agreement shall be the property of DISTRICT provided, however, that CONSULTANT may provide DISTRICT with legible photostatic copies thereof in lieu of the originals upon approval by DISTRICT representative. All such material and documents shall remain confidential and may not be divulged, published or shared by CONSULTANT without the prior written consent of DISTRICT. Any plans and specifications shall bear the name of the CONSULTANT together with his certificate number, if any. If CONSULTANT'S working papers or product includes computer generated statistical material, CONSULTANT shall provide the material including the data base upon which it is based to DISTRICT in a mutually agreed upon computer machine-readable format and media.

18. Assignment

Neither party shall assign or sublet any portion of this Agreement without the written consent of the other party in writing.

19. Termination

Without limitation to such rights or remedies as DISTRICT shall otherwise have by law, DISTRICT shall also have the right to terminate this Agreement for any reason upon seven (7) days' written notice to CONSULTANT. This Agreement may also be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with this agreement through no fault of the other or if the project is stopped by conditions beyond the control of the DISTRICT.

In addition to terminating this Agreement if CONSULTANT materially breaches any of the terms of this Agreement, DISTRICT'S remedies shall include, but not be limited to:

- Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by CONSULTANT pursuant to this Agreement;
- Retain a different consultant to complete the work described in **Exhibit A** not finished by CONSULTANT; and/or

This description of DISTRICT's remedies does not otherwise limit DISTRICT's remedies at law or equity.

20. Consultant Nondisclosure

CONSULTANT will not directly or indirectly use (other than for the DISTRICT), publish, or otherwise disclose at any time (except as CONSULTANT'S duties may require), either during or subsequent to the performance of consulting services, any of DISTRICT's confidential information (whether or not conceived, originated, discovered, or developed in whole or in part by CONSULTANT) as defined below.

“Confidential information” means information or material that is not generally available to or used by others, or the utility or value of which is not generally known or recognized as

standard practice whether or not the underlying details are in the public domain, including without limitation:

- a. Information or material that relates to DISTRICT'S inventions, technological developments, "know how", purchasing, accounting, merchandising or licensing;
- b. Trade secrets;
- c. Software in various stages of development (source code, object code, documentation, diagrams, flow charts), designs, drawings, specifications, models, data and customer information; and
- d. Any information of the type described above that DISTRICT obtained from another party and that the DISTRICT treats as proprietary or designates as confidential, or is obligated to do so by virtue of a third-party agreement, whether or not owned or developed by the DISTRICT.

The obligations of confidentiality imposed herein will not apply to confidential information that:

- a. Is or has been generally available to the public by any means, through no fault of CONSULTANT and without breach of these provisions.
- b. Is or has been lawfully disclosed to CONSULTANT by a third party without an obligation of confidentiality being imposed upon CONSULTANT.
- c. Has been disclosed without restriction by the DISTRICT or by a third party owner of confidential information.
- d. Was required to be disclosed pursuant to law.

CONSULTANT agree to deliver to DISTRICT promptly on request, or on the date of termination of CONSULTANT'S services, all documents, software, including any copies, and other materials in CONSULTANT'S possession pertaining to the business of DISTRICT and originating with the DISTRICT that came into CONSULTANT'S possession.

The disclosure of confidential information shall not be construed as granting either a license under any patent, patent application or any right of ownership in said confidential information.

CONSULTANT acknowledges and agrees that in the event of a breach or threatened breach of any provisions of this Agreement, the DISTRICT shall have no adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief obtained in any court without the necessity of proving damages, posting any bond or other security, and without prejudice or diminution of any other rights or remedies which may be available at law or in equity.

21. No-Waiver; Construction

Failure on the part of either party to enforce any provisions of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions or any other provision. The singular number shall include the plural, and the masculine gender shall include the feminine gender and neuter gender whenever the context of this Agreement permits.

22. Mediation

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be shared equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

23. Attorney's Fees

If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

24. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between DISTRICT and CONSULTANT survive the termination of this Agreement.

25. Conflict of Interest

CONSULTANT may serve other clients, providing that activities in the service of other clients do not place CONSULTANT in a "conflict of interest" as that term is defined in the Political Reform Act codified at California Government Code § 81000 *et seq.* or Section 1090 *et seq.* of the Government Code.

26. Severability

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.

27. Additional Provisions, Exhibits

Additional provisions of this Agreement are set forth on **Exhibits A through Exhibit F**. All Exhibits shall be attached to, and are hereby referred to and made a part hereof by reference.

28. Entire Agreement: Amendment

This contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this contract. Except as to those documents specifically incorporated by reference into this contract, this contract contains all of the covenants and agreements between the parties with respect to the subject of this contract, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. No agreement, statement, or promise not contained in this contract shall be valid or binding on the parties with respect to the subject of this contract. No modifications hereof shall be effective unless such modification is in writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LAS GALLINAS VALLEY SANITARY DISTRICT

By _____
Chris DeGabriele, Interim General Manager Date

CONSULTANT/SERVICE NAME

Signature Date

By _____
Print Name Title

NOTE: The following exhibits are hereby incorporated into this agreement by this reference:

- Exhibit A: Consultant Services (Scope of Work)
- Exhibit B: Services or Materials to be Performed or Furnished by District
- Exhibit C: Payment Schedule
- Exhibit D: District Insurance Requirements
- Exhibit E: Consultant Team
- Exhibit F: District Safe Work Requirements
 - 1. Contractor/Consultant Safe Work Requirements
 - 2. Confined Space Entry Program

Exhibit A

Consultant Services (Scope of Work)

Exhibit B

Services or Materials to be Performed or Furnished by District

Exhibit C
Payment Schedule

Exhibit E
Consultant Team