

REQUEST FOR PROPOSALS

DESIGN CONSTRUCTABILITY REVIEW AND CONSTRUCTION MANAGEMENT

FY 2016/17 GRAVITY IMPROVEMENT PROJECT

The Ross Valley Sanitary District (aka: Sanitary District No. 1 of Marin County, District) is requesting proposals from qualified consultants to provide Design Constructability Review and Construction Management (CM) Services for the FY 2016/17 Gravity Improvement Project. The FY 2016/17 Gravity Improvement Project includes sewers which require repair, rehabilitation for structural deficiencies or additional relief to improve wet-weather hydraulic capacity deficiencies at various locations in Fairfax, San Anselmo, and Larkspur.

The FY 2016/17 Gravity Improvement Project comprises two construction bid packages. Both bid packages include rehabilitation of existing gravity sanitary sewer pipelines by open-cut removal and replacement, pipe bursting, horizontal direction drilling, and cured-in-place pipe methods. Bid Package 2 also includes installation of a double-barreled siphon below Nokomis Creek and a 27-ft. deep sewer line in lower Butterfield Drive by pilot-tube-guided auger bore. Bid Package 1 is currently advertising and Bid Package 2 is scheduled to advertise in winter 2017/18.

The District seeks to procure the requested Design Constructability Review for Bid Package 2 and CM services for Bid Package 1 and 2 as soon as possible; the anticipated award date of this contract is the District Board Meeting in July 2017. The District anticipates the construction contract for Bid Package 1 will be awarded to the Contractor in July 2017, and construction is scheduled to occur over a 24-month period following issuance of the Notice to Proceed.

Contact Information

All questions must be submitted by way of email no later than 2 PM, Tuesday, June 20, 2017, to the District contact below. The District will respond to all questions which are received no less than one week prior to the submittal deadline.

ATTN: Jill Barnes, P.E.
Project Manager
Ross Valley Sanitary District
2960 Kerner Boulevard
San Rafael, California 94901
Phone: 415.302.9175
Email: jbarnes@rvsd.org

To be considered eligible for the selection process, the required electronic and hard copies of each interested firm's proposal must be received by the District **no later than 2 PM, Tuesday, June 27, 2017.**

SCOPE OF WORK

The tasks listed below are intended to generally describe the services to be provided by the Consultant for each of the two construction packages described under **Project Description** which make up the FY 2016/17 Gravity Sewer Improvement Project. The services listed are not all-inclusive, but rather represent those normally expected during performance of the project.

Please delineate the task orders described below by construction bid package, providing Bid Package 1, Task Orders 1 through 2 and Bid Package 2, Task Orders 1 through 3 in the Estimated Level of Effort.

Task 1. Project Management

This task includes the work needed to initiate and manage Bid Package 1 and Bid Package 2 through bidding and construction.

A. CM Phase

This phase shall include project management from project initiation of each bid package through Substantial Completion of construction. Consultant shall prepare monthly draft staff reports for the Board with progress billings (if needed) and change orders. Consultant shall anticipate attendance at a total of twelve (12) District Board meetings, coordination meetings with Town representatives, utilities and other agencies having jurisdiction and public outreach 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 meeting. 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, prepare agenda, conduct and document project meetings.
- 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 recommend for District approval (Deliverables; Change Order Memo and Board Staff Report).

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- Establish and maintain resident and other agency communication and relations.
- Develop and maintain a system for communicating weekly schedule updates to the community which is accessible 24 hours a day, 7 days a week.

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 voice-mail and a 415-area code. Respond to calls within 24-hours from receiving the phone call.
- Provide clarifications and interpretations to the Contractor.
- 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 Corrective Work Items and Punch Lists.

C. Scheduling

In conjunction with Task 2B, review and determine acceptability of the Contractor's 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:

- Prior to commencement of construction, Consultant shall meet with the District to define situations that are agreed would present an immediate danger to personnel on the project site and/or the adjacent population. These situations shall be defined based upon the District's and the Consultant's experience. Guidelines for latitude for independent action by the Consultant and notification of appropriate District personnel shall be discussed. The guidelines for action and notification procedures, including the names and telephone numbers of the District personnel, in order of precedence, shall be confirmed in writing.
- In accordance with the previously developed guidelines for independent action, Consultant shall direct the Contractor as necessary to remove the affected personnel from the immediate danger or to shut down the project or portions of a project when Consultant becomes aware of a situation that presents an imminent danger to personnel on the site and/or to the adjacent population, and shall immediately notify the District's personnel.
- Consultant shall verify by inspection that the Contractor has posted its safety program at locations identified in the specifications and required by regulations. When requested by the District, Consultant shall communicate the District's concerns and requests relating to safety to the Contractor's Safety Officer.
- Consultant shall provide documentation to the District of injuries or accidents should they occur. Such documentation may include copies of daily inspection reports, photographs, and memoranda describing the injury/accident. Consultant shall inform the District when Consultant becomes aware of suspected safety violations.
- Consultant shall confirm that the Contractor is conducting safety training on site by obtaining Contractor's safety training schedule for the project and verifying that the training is conducted.
- 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 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.
- The Consultant shall be trained, certified and able to enter permit and non-permit confined space to perform construction inspections. Consultant shall verify completion of and obtain Contractor's daily Confined Space Entry documentation for project records.

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

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- After completion of the project, turn over project documentation to the District in an orderly manner
- Maintain a warranty work file, and process final submittals including warranty certificates

Task 3. Design Constructability Review of Bid Package 2 Only

- Conduct design constructability review of 90% submittals (deliverables; constructability report and proposed revisions to Contract Documents).
- Conduct review of 100% submittal to ensure applicable constructability review comments were incorporated into the bid documents.

ANTICIPATED PROJECT SCHEDULE

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

Request for Proposals Issued	May 30, 2017
Proposals Submitted	June 27, 2017
Bid Opening for Bid Package 1	June 29, 2017
Consultant Selection and Negotiations	July 6, 2017
Board Action (Award CM Services)	July 19, 2017
Board Action (Award Const. Contract 1)	July 19, 2017
Board Action (Award Const. Contract 2)	December 2017
Project Complete Bid Package 1	September 26, 2018
Project Complete Bid Package 2	December 2018

PROPOSAL CONTENTS AND REQUIREMENTS

The District welcomes a response to this request for proposals in any 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 or glossy proposals are neither expected nor desired.

The Consultant must submit six (6) copies of the proposal and one (1) electronic PDF copy. The maximum proposal length is 20 pages, excluding the Consultant's cover letter, tabs, appendix material, and estimated level of effort. Information on tabs will not be considered. Submissions on 8-1/2 x 11-inch paper are preferred, but 11 x 17-inch paper 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.

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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.

5. Estimated Level of Effort **(0 Points) - Please provide three (3) hardcopies – in a separate envelope – the Estimated Level of Effort.**

Delineate task orders by construction bid package providing Bid Package 1, Task Orders 1 through 2 and Bid Package 2, Task Orders 1 through 3 in the Estimated 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)

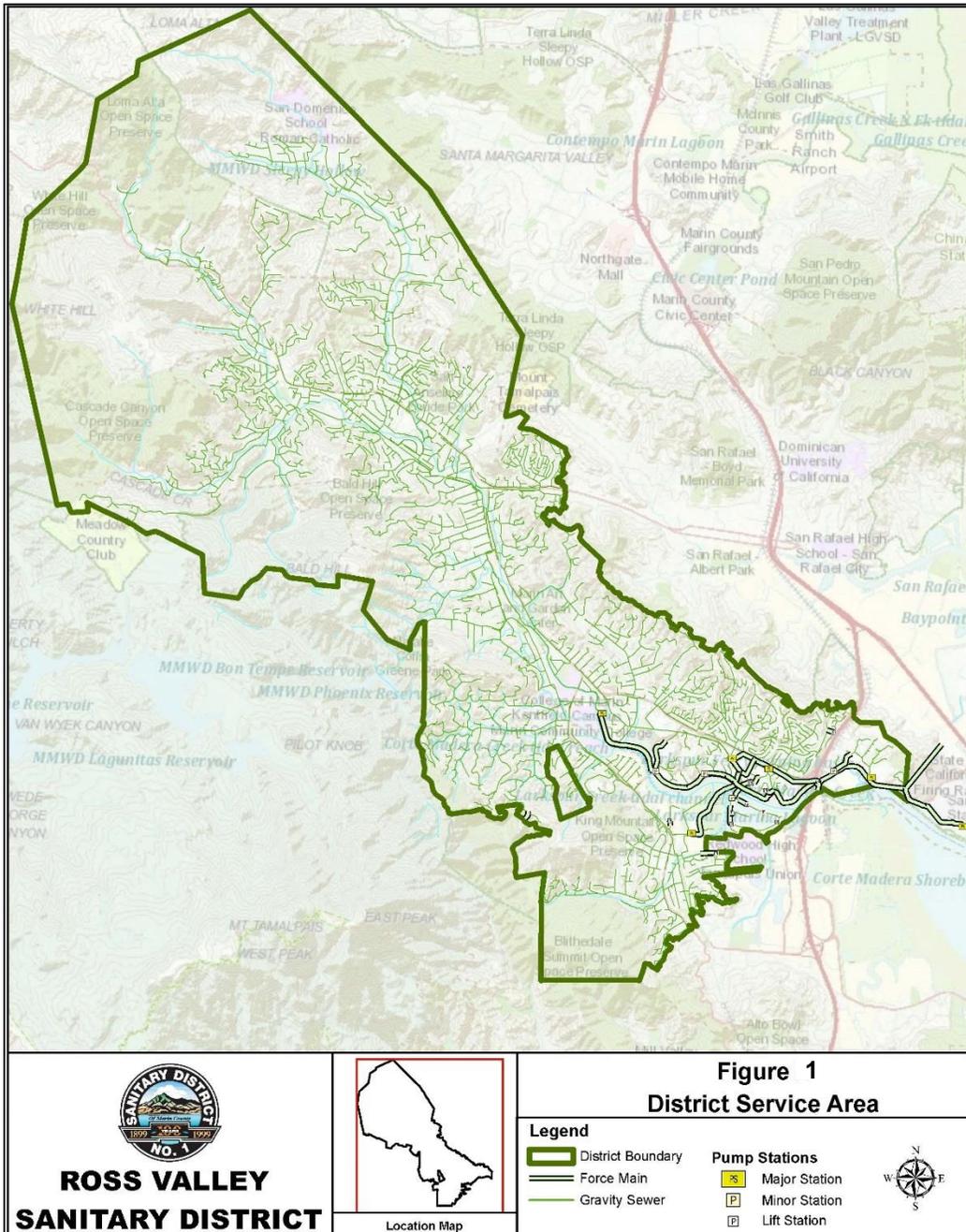
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- i. A sample Consultant Agreement is included for your reference. Please review the sample agreement carefully. Submit any change requests regarding this agreement in writing with the Proposal. Only changes requested in writing in the Proposal will 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 (aka: Sanitary District No. 1 of Marin County, 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 1 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. There are also about 200 miles of privately owned sewer service laterals. Average dry weather flow is approx. 5 million gallons per day (mgd). 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 NPDES requirements for San Francisco Bay Area wastewater collection systems.

PROJECT DESCRIPTION

The FY 2016/17 Gravity Improvement Project includes sewers which require repair and rehabilitation at various locations in Fairfax, San Anselmo, and Larkspur. The purpose of the project is to repair sewer pipes to ultimately reduce the risk of sanitary sewer overflows (SSOs). by fixing defects, sealing leaks and addressing wet-weather capacity deficiencies.

Construction Packages

During design, the FY 2016/17 Gravity Sewer Improvement Project was separated into two construction bid packages due to construction methods and scheduling constraints and the more involved review required under the California Environmental Quality Act for work in Bid Package 2.

1. FY 2016/17 Gravity Sewer Rehabilitation Project (Bid Package 1-- Bid Opening June 30, 2017)

The project will rehabilitate approximately 44,011 linear feet (LF) of sewer pipeline at various locations throughout the Towns of Larkspur, San Anselmo and Fairfax. Of this, approximately 5,900 LF will be constructed via open cut, 10,185 LF via pipe bursting, 27,380 LF by CIPP and 546 LF horizontal direction drilling. New manholes will also be constructed at various locations throughout the project. New manhole locations will require excavation and backfill of an area of approximately 8 feet by 8 feet, with varying depths. Refer to Attachment 1 for a link to the plans and specifications for this bid package.

Most of these pipelines either fall within public right of way or in designated easements running through private property. For work in side-yard or backyard easements, use of portable equipment will be required due to space restrictions and to minimize impact. Currently there are two pipes that cross existing creeks. Both pipes will be rehabilitated using the trenchless CIPP process. No digging will be allowed near these sites.

It is anticipated that Bid Package 1 will take approximately 365 calendar days for construction.

**2. FY 2016/17 Gravity Sewer Improvement Project
(Bid Package 2-bid opening fall 2017)**

This project includes diversion and replacement of sewers which require relief for wet weather hydraulic capacity deficiencies and rehabilitation of existing sewers. The improvements include Lower Butterfield/Meadowcroft sewers as well as the Nokomis improvements and adjacent small diameter gravity sewers in the Town of San Anselmo. Refer to Attachment 2 for a link to the 90% design for the Lower Butterfield/Meadowcroft sewers.

The Nokomis improvements include construction of a new double-barreled siphon below the creek to accommodate the Town's planned project to raise the bridge to reduce risk of flood damage. The total scope of work for Bid Package 2 includes approximately 1.4 miles of 8- to 24-inch diameter gravity sewers: installation of new diversion sewers by pilot tube guided auger boring (11%) and open cut (55%), replacement of sewers by open cut (25%) and pipe bursting (2%), and rehabilitation by CIPP lining (7%). The 90% design for the Nokomis Siphon and Nokomis area sewer improvements is planned for completion in fall 2017.

Following coordination with the Town of San Anselmo, and other utilities near the improvements, the District will need to construct key portions of Bid Package 2 in summer 2018 to reduce environmental effects for the work near the creek at the Nokomis bridge, and traffic impacts on lower Butterfield related to the school and commute traffic from the Sleepy Hollow community in San Anselmo.

It is anticipated that the construction for Bid Package 2 would take approximately 120 working days for construction.

(Continued next page.)

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 may 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
 - 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. Bid Package 1 Contract Documents link to <https://tinyurl.com/y9g62meq>
- B. Bid Package 2- Plans for the FY 2016/17 Gravity Sewer Improvement Project- lower Butterfield/Meadowcroft 90% Design link to <https://tinyurl.com/RVSD-BFIELD-90PC-PLANS>
- C. Proposal Scoresheet
- D. Sample District Contract, Including Terms and Conditions

ATTACHMENT A

Bid Package 1 Contract Documents link to

<https://tinyurl.com/y9g62meq>

ATTACHMENT B

Bid Package 2- Plans for the FY 2016/17 Gravity Sewer
Improvement Project- lower Butterfield/Meadowcroft 90% Design link to

<https://tinyurl.com/RVSD-BFIELD-90PC-PLANS>

ATTACHMENT C

Proposal Scoresheet

Proposal Scoresheet

FY2016/17 Gravity Improvements Project Construction Management Proposals Due Date: June 27, 2017	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

ATTACHMENT D

Sample District Contract, Including Terms and Conditions

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date (defined below) by and between the SANITARY DISTRICT NO. 1 OF MARIN COUNTY ("District") and XXXXXXXXXXXXXXXXXXXX ("Consultant").

Recitals

A. WHEREAS, District desires to obtain Construction Management services in connection with the XXXXXXXXXXXXXXXXXXXXXXXXXXXX Project; 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 and Exhibit A 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.

B. Consultant. Consultant shall assign XXXXXXXXXX to have overall responsibility and supervise 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 "*Scope of Work*" attached hereto as Exhibit A and incorporated herein by this reference.

B. Time of Performance. The services of Consultant are to commence no sooner than XXXXXXX and be completed not later than xxx days after Acceptance of the Construction work. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit B. Any changes to these dates in either this Section 3 or Exhibit B must be approved in writing by the Project Manager.

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 all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise and experienced in the performance of the work specified in the Scope of Work.

D. District-Provided Information and Services. District shall furnish Consultant, to the extent already in existence, available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; and Consultant

shall be entitled to use and rely upon all such information and services provided by District or others in performing Consultant's services under this Agreement.

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 hereto as Exhibit C. However, in no event shall the amount District pays Consultant exceed xxxxxxx Dollars (\$xxxxx). 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 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. Consultant shall receive no premium or enhanced pay for overtime or holiday hours.

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. 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.

F. Disputed Payments. If District objects to all or any portion of any invoice, District shall notify Consultant of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a default or breach of this Agreement for District not to pay any invoiced amounts to which it has objected until the objection has been resolved by mutual agreement of the parties.

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 the event of a material change in the Scope of Work, the compensation and time of performance shall be subject to renegotiation of the contract price 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 (including Consultant) 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 on behalf of District 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 District and Employees. Neither the District nor any representative 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.

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 brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement excepting liabilities due to the sole negligence or willful misconduct of District. 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. All such legal compliance obligations shall be borne by Consultant.

16. 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. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by District as such; rather, all subcontractors 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 subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor 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.

17. 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.

18. Insurance

A. Minimum Scope of Insurance.

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a Commercial 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) on a claims-made annual aggregate basis.

(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.

(9) Coverage for District, its officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 as published by the Insurance Services Office (ISO).

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, 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 5-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. 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.

D. 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 prior to the date of termination, 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, it being understood that any payments are full compensation for services rendered prior to the time of payment and not for work that will not be performed. Consultant hereby waives all claims for damages and loss of anticipated profits on account of District's termination of the Agreement.

E. 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 18 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. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.

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: Sanitary District No. 1 of Marin County
2960 Kerner Boulevard
San Rafael, CA 94901
Attention: 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. 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, construction or effect hereof.

30. Third Parties. District shall not be obligated or liable for payment hereunder to any party other than Consultant. The services to be performed by Consultant are intended solely for the benefit of District. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

31. 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.

32. 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 provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

33. 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 right or power or shall be construed to be a waiver of any such default of an 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.

34. Successors And Assigns. Subject to Section 16.A. above, all representations and covenants set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

35. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference as if set forth herein in full:

- A. Exhibit A: Scope of Work
- B. Exhibit B: Schedule of Performance
- C. Exhibit C: Compensation

36. Execution. 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 hearings 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 entity(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 or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, District and Consultant have executed this Agreement as of the Effective Date (defined below).

DISTRICT:

Consultant:

SANITARY DISTRICT NO. 1 OF MARIN COUNTY
ALSO KNOWN AS ROSS VALLEY SANITARY DISTRICT

CAROLLO ENGINEERS, INC.

By: _____
Name: Greg Norby
Title: General Manager
"Effective Date": xxxxxxxx

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A

Scope of Work

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EXHIBIT B

Schedule of Performance

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EXHIBIT C

Compensation

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