



ROSS VALLEY SANITARY DISTRICT

2960 Kerner Blvd., San Rafael, CA 94901

Tel. 415-259-2949 | Fax 415-460-2149 | www.rvsd.org

May 20, 2020

To Whom It May Concern,

Ross Valley Sanitary District ("District") is seeking qualified consultants to respond to the enclosed Request for Qualifications (RFQ) for real estate consulting services related to the disposition of property at 2000 Larkspur Landing Circle, in Larkspur, CA, the 10.7-acre site of the District's former wastewater treatment plant. The selected consultant will conduct real estate financial analysis, valuations, appraisals, market and economic impact analysis, and other real estate consulting services. In addition to real estate transactions for public clients, the consultant should have experience conducting public engagement processes, calling tax exempt bonds, working with municipal jurisdictions (e.g., the City of Larkspur), screening potential developers, and negotiating ground leases.

If you do not manage this type of transaction for your organization, please feel welcome to forward this package to someone in your network who may be interested.

Sincerely,

Steve Moore, P.E.

General Manager

**REQUEST FOR QUALIFICATIONS (RFQ)
As-Needed Real Estate Consulting Services**



**Ross Valley Sanitary District
2960 Kerner Blvd.
San Rafael, CA 94901**

**IF YOU DID NOT DIRECTLY RECEIVE THIS DOCUMENT FROM ROSS VALLEY SANITARY DISTRICT STAFF, YOU ARE NOT LISTED AS AN OFFICIAL DOCUMENT HOLDER FOR THIS SOLICITATION AND WILL NOT BE NOTIFIED BY THE DISTRICT OF ADDENDA ISSUED. YOU MUST ACKNOWLEDGE ANY ADDENDA ISSUED IN YOUR SUBMITTAL OR RISK BEING CONSIDERED NON-RESPONSIVE.
PLEASE BE SURE TO CONTACT APPROPRIATE DISTRICT STAFF TO REGISTER AS A DOCUMENT HOLDER FOR THIS SOLICITATION.**

ALL INQUIRIES REGARDING THIS RFQ SHALL BE DIRECTED TO:

**Julia McEntee, Board Clerk
Phone: 415-870-9763
jmcentee@rvsd.org**

KEY RFQ DATES

**Issued: Wednesday, May 20, 2020
Submit Questions By: Friday, June 5, 2020
Submittals Due By: Monday, June 29, 2020 at 3pm PST
Tentative Oral Interviews: Date Between July 15-31, 2020
Board Award of Agreement: Wednesday, August 19, 2020**

1. GENERAL INFORMATION

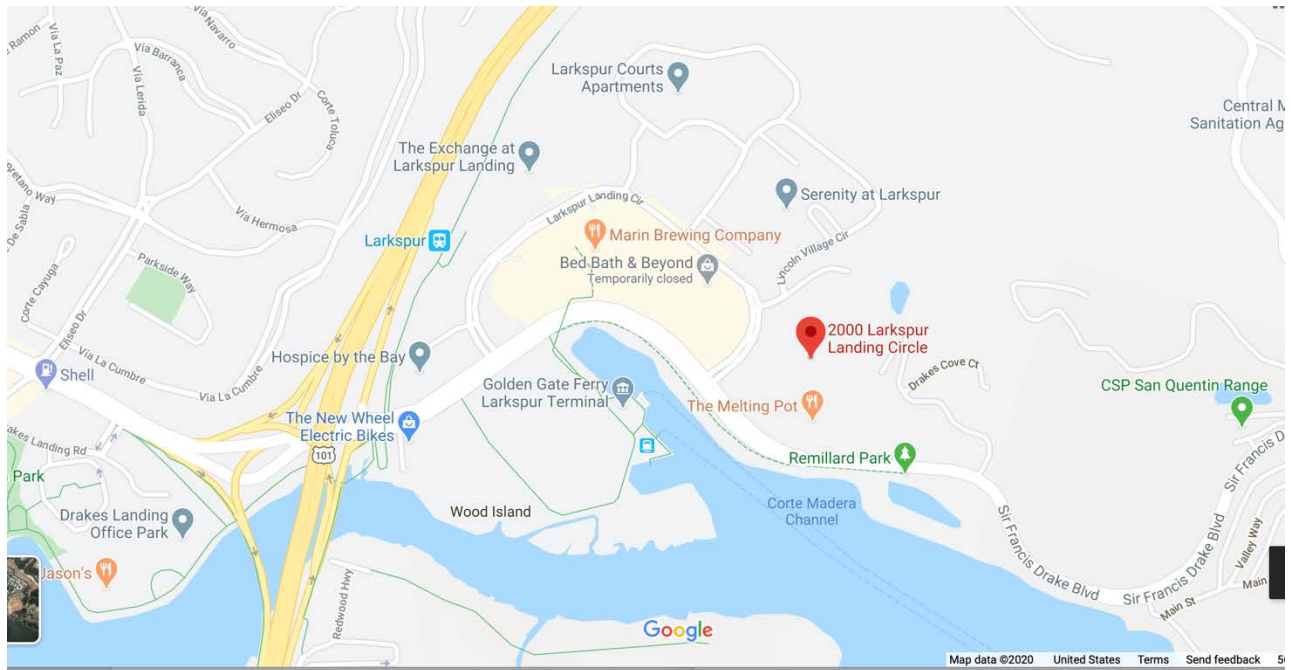
Ross Valley Sanitary District is requesting statements of qualifications from professional real estate consultants to conduct real estate financial analysis, valuations, appraisals, market and economic impact analysis, and other real estate consulting services.

2. BACKGROUND

Ross Valley Sanitary District (“RVSD” or “District”), established in 1899, is a special enterprise district organized under the California Health and Safety Code and the Sanitary Acts of 1891 and 1923. The District manages and operates 200 miles of sewer pipe and 19 pump stations, providing wastewater collection and conveyance services to approximately 47,000 customers. RVSD is located in Marin County, California, servicing the municipalities of Fairfax, Larkspur, Ross and San Anselmo, and the unincorporated areas of Ross Valley (Greenbrae, Kentfield, Kent Woodlands, and Sleepy Hollow). The District is governed by a five-member Board of Directors elected at large.

RVSD owns real estate known as the Larkspur Landing Property which is one of the last remaining undeveloped parcels in the City of Larkspur in Marin County. The property is near the bustling Marin Country Mart shopping center, the Larkspur Landing Ferry Terminal, Larkspur SMART station, U.S. Route 101 and Interstate 580 freeways. The property enjoys expansive views of the San Francisco Bay.

The property is a 10.675-acre site (AP Nos. 018-260-02 and 018-260-03), the former Larkspur Wastewater Treatment Plant, located at 2000 Larkspur Landing Circle, Larkspur, California, near the intersection of East Sir Francis Drake Boulevard and Larkspur Landing Circle in the eastern portion of the City of Larkspur. Of the property area, 0.22 acre lies under the East Sir Francis Drake Boulevard right-of-way and 0.16 acre lies under the Lincoln Village Circle right-of-way, leaving a net area of approximately 10.295 acres. The former treatment plant has been demolished and the site contains temporary buildings that house some District operations, materials and equipment. The site also includes the District facility “Pump Station 10 (Larkspur Landing B),” which pumps wastewater from the area of Larkspur east of Highway 101 to the Central Marin Sanitation Agency (CMSA) wastewater treatment plant adjacent to Highway 580.



Area Map of 2000 Larkspur Landing Circle, Larkspur, California

This former Larkspur Wastewater Treatment Plant was purchased and operated by the Sanitary District No. 1 of Marin County (now known as RVSD) from 1948 to 1985; the facility was decommissioned in 1985 and demolished in 1998 and 1999. Crushed concrete from the demolition was mixed with soil and used as engineered backfill onsite. The site received a “no further action” letter from the Department of Toxic Substances Control in 2006, but subsequent testing from 2006 to 2008 indicated the presence of elevated concentrations of polychlorinated biphenyls (PCBs) in site media. The District is executing a remediation plan with oversight by the U.S. Environmental Protection Agency, Region 9. Remediation began in Summer 2019 and is anticipated to achieve clean closure of the site in Fall 2020, in compliance with requirements of the Toxic Substances Control Act.

RVSD issued tax exempt bonds to pay for the site remediation plan. A condition of the bond financing is that RVSD may not accept proceeds from the property for at least 10% of the 25-year bond term, or two and one half years from the date of bond issuance. The bonds were issued in July 2019, and therefore RVSD may not sell or lease the Larkspur Landing Property until February 2022 at the earliest.

3. SCOPE OF SERVICES

The purpose of this RFQ is to facilitate the selection of a qualified consulting firm to provide professional assistance in support of the District's real estate activities, including but not limited to:

1. Perform real property appraisal, opinion of values, and appraisal review.
2. Prepare fiscal and economic impact studies of different industries, public/private partnerships, projects or tenants.
3. Perform market analysis based on different uses.
4. Develop new opportunity real estate marketing materials.
5. Assist District staff and Board of Directors with general public outreach, community workshops, and communication to other interested parties including governmental agencies with jurisdictional authority.
6. Assist District staff and the Board of Directors in developing and negotiating ground leases.
7. Prepare written reports and recommendations as requested; meet with District staff and the Board of Directors to review findings; and other related services as needed.

There is no guarantee that all services will be required or that any of the consultants will be requested to provide any services. Services shall be undertaken only upon issuance of a Task Authorization. Task Authorizations shall not be considered effective until signed by an authorized representative of the District and acknowledged in writing by the firm. Task Authorizations may be negotiated based on a lump sum, fixed fee or time and materials basis.

4. SUBMITTAL INSTRUCTIONS

Examination of Submittal Documents. By submitting a submittal, the Respondent represents that it has thoroughly examined and become familiar with the work required under this RFQ, and that it is capable of performing quality work to achieve District's objectives.

Questions. Questions or comments regarding this RFQ must be submitted electronically to Board Clerk Julia McEntee at jmcentee@rvsd.org and must be received by District no later than **Friday, June 5, 2020 at 3:00 p.m. PST**. Written responses from the District will be communicated via email to all recipients of this RFQ. All questions must be received by the date and time stated above. Inquiries received after the date and time stated above will not be accepted.

Addenda. If changes to the RFQ are required, the District will issue an addendum via email to all recipients of this RFQ.

Submission of Submittals. All Respondents are required to deliver four paper copies and one electronic copy stored on a USB drive to Board Clerk Julia McEntee at 2960 Kerner Blvd., San Rafael, CA 94901. The electronic file type shall be Portable Document Format (PDF). The District will close submission exactly at the date and time set forth in this RFQ or as changed by addenda.

Respondents are responsible for submitting and having their submittal accepted before the closing time set forth in this RFQ or as changed by addenda. The District will have no responsibility for submittals that do not arrive in a timely manner, no matter what the reason.

Required Documents. The submittal shall contain the following items:

- Response Cover Letter.
- Exceptions to the Agreement; and if none, so state.
- Respondent's Sub-Consultants; and if none, so state.
- Fee Schedule.
- Statement of Qualifications.

The District will conduct a preliminary review of the submittals to determine if the above items are included as required. If a submittal does not include all items, or so state there is none, the submittal may be considered not responsive.

Response Cover Letter. The Respondent shall submit a response cover letter that summarizes why the Respondent believes they should be selected by the District to provide as-needed Real Estate consulting services. The Respondent shall provide in the Response Cover Letter the name of the authorized representative who has the authority to enter into a binding agreement and authorize changes to the scope, terms, and conditions of the agreement if selected. The information should include name and title, name of firm, address, city, state, zip, telephone number and E-mail address.

Professional Services Agreement. An example of the Service Agreement to be executed with the successful Respondent is included with this RFQ (**Attachment 1**). Respondents shall be prepared to accept the terms and conditions stated in this RFQ, Scope of Services, Insurance, Indemnity, and the Sample Agreement.

If a Respondent wishes to take exception to the Agreement, Respondent shall provide the reason for the exception and state the specific proposed Agreement language to include in place of the provision (if any) in the Agreement. At the discretion of the District, exceptions not called out in the Respondent's submittal will not be negotiable after the due date for submission of submittals/qualifications.

Submittals that take exceptions to the Agreement or proposed compensation terms may be determined by District, at its sole discretion, to be unacceptable and no longer considered for award.

Rights of District. This RFQ does not commit the District to enter into an Agreement, nor does it obligate the District to pay for any costs incurred in preparation and submission of submittals

or in anticipation of an Agreement. District may investigate the qualifications of any Respondent under consideration, require confirmation of information furnished by the Respondent, and require additional evidence or qualifications to perform the Services described in this RFQ.

The District reserves the right to:

- Reject any or all submittals.
- Issue subsequent Requests for Qualifications.
- Postpone opening for its own convenience.
- Remedy technical errors in the Request for Qualifications process.
- Approve or disapprove the use of particular Respondent's Sub-Consultants.
- Negotiate with any, all, or none of the Respondents.
- Solicit best and final offers from all or some of the Respondents.
- Award an Agreement to one or more Respondents.
- Accept other than the lowest offer.
- Waive informalities and irregularities in submittals.

Collusion. By submitting a submittal, each Respondent represents and warrants that its submittal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Respondent has not directly or indirectly induced or solicited any other person to submit a sham submittal, or any other person to refrain from submitting a submittal; and that the Respondent has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a submittal.

Withdrawal of Submittals. A Respondent may withdraw their submittal before the expiration of the time for submission of submittals by emailing Board Clerk Julia McEntee at jmcentee@rvsd.org and requesting withdrawal of their submission.

5. MINIMUM QUALIFICATIONS

General Qualifications. Respondent(s) are not required to submit a proposal for all tasks in the Scope of Service. Respondents shall be proficient in the areas that they are submitting a proposal for and have sufficient experience (10+ years) in Real Estate consulting.

Appraiser Specific Qualifications. The respondent(s) that provide appraisal services must have a licensed real estate appraiser in the state of California.

6. SUBMITTAL FORMAT AND CONTENT

Format. Respondents shall include the required items stated in Section 4 Submittal Instructions. Submittals shall be concise as possible and not include any unnecessary promotional material.

Four print copies of submittal and one electronic copy stored on a USB drive shall be submitted

by **Monday, June 29, 2020**, delivered or mailed to:

Julia McEntee, Board Clerk
Ross Valley Sanitary District
2960 Kerner Blvd.
San Rafael, CA 94941

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall include the following items and organized as follows.

For ease of handling, it is requested that standard 8 -1/2 x 11" paper be used and that the electronic submittal shall be submitted in Portable Document Format (PDF) format. **THE ELECTRONIC SUBMITTAL SHALL BE ONE PDF DOCUMENT ONLY.**

The nature and form of response are at the discretion of those responding but shall include the information listed in the Content Section below.

Content.

Experience of Proposed Staff. Resume and experience of principals, project managers, associates, analysts, appraisers and other staff who would be assigned to work efforts solicited by the District.

Indicate the extent of experience team members have in the areas of real estate consulting services and working with government entities, especially those of a comparable size to the District.

Provide examples of where the proposed team members have been assigned work assignments similar to those listed in the Scope of Services in Section 3, and the specific experience gained on those work assignments similar to those listed in the Scope of Services.

Sub-Service Provider Qualifications and Roles. Identify which services would be provided by in-house resources and those provided by Sub-Service Provider(s). Respondent must present an organizational chart of its planned team (internal and external) including resumes, biographies, and curriculum vitae where appropriate.

The Respondent shall discuss how they would staff work assignments similar to those listed in the Scope of Services. NOTE: Respondent's may submit a submittal even if the Respondent does not have experience in all areas of work listed in the Scope of Services. The Respondent shall identify team members by name, location, and specific responsibilities on any potential assignments requested by the District. The Respondent's key personnel will be an important factor considered by the Selection Review Panel. There can be no change of key personnel once the proposal is submitted, without the prior approval of District.

Approach to the Project. The Respondent shall describe their approach to accomplishing work assignments similar to those listed in the Scope of Services in Section 3. The approach to the project should reflect the Respondent's knowledge and experience with methodologies,

standards and tools required to successfully manage and deliver the types of services listed in the Scope of Services. The Respondent may also suggest technical or procedural approaches or innovations that have been used successfully on other projects or work assignments and which may be advantageous and cost effective to the District during the execution of similar types of services listed in the Scope of Services.

Capability to Perform. Ability to complete work within required time. Availability and continuity of staff during the term of the Agreement.

Brief description of the Respondent and Sub-Service Provider's qualifications and previous experience on work assignments similar or related to those described in the Scope of Services. The description of pertinent project experience shall include a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Provide a brief statement of the firm's adherence to the schedule and budget for each project.

Firm's Relevant Experience. The Respondent should describe its relevant experience in each of the following areas:

- Description of real estate consulting services similar to those proposed above, and with ongoing appropriate contracts to agencies of comparable size to the District.
- Experience in each of the areas noted in the Scope of Services.
- This section shall include a brief description of the firm's size as well as the local organizational structure and a discussion on the firm's financial stability, capacity, and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Respondent or by its Sub-Consultants where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Respondent or its insurers within the last five years.

References. Provide at least three references (name, company title, address, email, and telephone number) that your firm has served within the last five years with a scope of services similar to this RFQ. Include a statement authorizing the District to contact such clients for an appraisal of the services they received from your firm.

Fair and Reasonable Cost. Respondent shall submit a Fee Schedule in their submittal. The District reserves the right to consider the financial responsibility and general complexity of each respondent, as well as its reputation within the industry to determine if the respondent has the apparent ability to meet and complete successfully the requirements of the work. Upon request, the respondent shall provide a financial statement, audited if necessary, in addition to any other information requested by the District.

7. SELECTION PROCESS

The following criteria shall be used to evaluate submittals:

Experience of Proposed Staff. Experience of principals, project managers, associates, analysts, appraisers and other staff with similar scope of services. Experience of project team with similar scope of services. Years staff has been assigned to similar scope of services. Level of education, training, licensing. Certification of staff. Respondent's Sub-Consultant qualifications and roles, if any.

Approach to the Project. Demonstrated understanding of the District's needs and solicitation requirements. Approach is well organized and presented in a clear, concise and logical manner. Availability and proposed use of technology and methodologies. Quality control and thoroughness is well defined.

Capability to Perform. Ability to complete work within deadlines. Availability and continuity of staff during the course of the agreement, if selected. Unsatisfactory past performance with the District may be considered as determined by the District in its sole and absolute discretion. Such determination may be based on Cure Notices, Performance Deficiency Notices, Termination Letters, or such other oral or written evidence of performance as the District may deem relevant from time to time in making such determination.

Firm's Relevant Experience. Experience in performing similar services for organization of similar size to the District. Experience with public agencies. Years of experience with these types of services.

Fair and Reasonable Cost. Reasonableness of rates submitted and competitiveness of these rates with other rates submitted.

A Selection Review Panel, generally made up of District staff, will review the submittals and establish a list of finalists based on pre-established review criteria. The names of the Selection Review Panel members are not revealed prior to the interviews. The Selection Review Panel may interview the finalists. If interviews are conducted, the respondent should allow approximately one hour for the oral interview and a question and answer session. The Project Manager must lead a ten-minute presentation before the Selection Review Panel.

Interviews may be conducted on a **to be determined date between July 15-31, 2020**. Each Respondent is asked to keep these dates open. No other interview dates will be provided.

The Selection Review Panel will evaluate the submittals. The rating and evaluation forms prepared by Panel members will not be revealed. The final decision is at the discretion of the District and is based on the scores, reference checks, negotiated pricing, and further analysis of the submittals including any risks associated with selecting any submittal.

When the Selection Review Panel has completed its work, the District may negotiate for the extent of services to be rendered and the method of compensation. Because the District may award without conducting negotiations, the submittal submitted shall contain the Respondent's most favorable terms and conditions.

Proposals which do not comply with all the requirements or which are received after the proposal deadline will not be considered. The District reserves the right to reject any or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

The selected consultant shall be required to enter into the District's standard professional services agreement (**Attachment 1**).

At the conclusion of the evaluation and interview (or if a best-qualified firm is selected without the need for an oral presentation), the District will enter into contract negotiations with the top-ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate, and the District will undertake negotiations with the second-rank firm. District staff will make recommendations to the District Board of Directors, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Ross Valley Sanitary District reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date, to modify, amend, reissue, or rewrite this document; and to procure any or all services by other means. The District will not be liable for any costs incurred by consulting firms related to the preparation of proposals or for developing and carrying out interview presentations, if needed.

7. SCHEDULE

The following schedule has been established for conducting this consultant selection process. Ross Valley Sanitary District reserves the right to modify this schedule at any time.

TASK	DATE
Issuance of Request for Qualifications	Wednesday, May 20, 2020
Submit questions by	Friday, June 5, 2020
Submittals due	Monday, June 29, 2020 at 3:00 p.m. PST
Consultant Interviews (if needed)	Between July 15-31, 2020
Award Consultant Contract (Board meeting)	Wednesday, August 19, 2020

8. QUESTIONS

Questions regarding the information contained in the RFQ document must be submitted in writing, by email only, addressed to:

Julia McEntee
jmcentee@rvsd.org

All questions must be received by **3:00 p.m. PST on Monday, June 5, 2020**. Questions will be responded to in writing. Written summaries of all questions and answers will be distributed to each consultant. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

Telephone requests for information or inquiries will be allowed only if the nature of the request or inquiry does not lend itself to formulation into a written question. Verbal inquiries, however, are discouraged and calling parties may be requested to submit written questions in lieu of receiving a verbal response. The intent behind this requirement is to ensure that consultants have available to them the same information and no inconsistent, incomplete or misinformation is communicated to any team.

ATTACHMENT 1
STANDARD AGREEMENT
Ross Valley Sanitary District

CONSULTANT SERVICES AGREEMENT

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

Recitals

A. WHEREAS, District desires to obtain _____ services in connection with _____; 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 _____ to 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 _____ and be completed not later than _____. 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.

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 _____ Dollars (\$_____). 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. [please select one option and delete the remaining options]

OPTION 1: Billing for said services shall be made once at the conclusion of the work and submittal of the records and any appropriate report. District shall review Consultant's billing statement and pay Consultant for services rendered within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

OPTION 2: Progress payments will be tied to completion of tasks so that all payments are proportional to the work completed. A copy of the progress payment schedule is attached to the rate and schedules set forth in Exhibit C.

OPTION 3: 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. 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 20, 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. 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. 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.

18. 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.

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.

26. 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.

27. 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.

28. 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.

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

30. 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.

31. 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.

32. 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 or 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.

33. 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.

34. 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

35. 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.

36. 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.

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

DISTRICT:

Consultant:

ROSS VALLEY SANITARY DISTRICT

By: _____
Name:
Title: General Manager
"Effective Date": _____

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: _____
Name: _____
Title: _____

EXHIBIT A

Scope of Work

[to be inserted]

EXHIBIT B

Schedule of Performance

[to be inserted]

EXHIBIT C

Compensation

[to be inserted]