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**MANAGEMENT TEAM**  
General Manager, Curtis Paxton  
Plant Operations, Mel Liebmann  
Collections/Safety/Maintenance, Greg Pease  
Engineering, Michael P. Cortez  
Administrative Services, Dale McDonald

**DISTRICT BOARD**  
Megan Clark  
Nicholas Lavrov  
Craig K. Murray  
Gary E. Robards  
Crystal J. Yezman

# REQUEST for PROPOSAL for Total Compensation Study

*May 30, 2025*

**\*Proposals due at 2:00 p.m. on Monday, July 7, 2025 \***

LAS GALLINAS VALLEY SANITARY DISTRICT  
Request for Proposals for Total Compensation Study

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**I. INTRODUCTION**

**A. General Information**

The Las Gallinas Valley Sanitary District (District) is soliciting proposals from qualified firms to provide professional consulting services for a total compensation study to be performed in accordance with generally accepted human resources practices and standards. Our desire is to obtain a consultant with public sector experience in total compensation studies who will assist the District in reviewing the District's compensation, including all benefits and determine the correct market salary for each surveyed position, establish the market value of the employee benefits package, and provide a market analysis of the base and total compensation. The study is to begin by August 2025 and be completed by December 2025.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, the District reserves the right to request additional information or clarification. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

**B. Background**

The Las Gallinas Valley Sanitary District is an independent special district formed in 1955 under the Sanitary District Act of 1923. Located in beautiful Northern California, between San Rafael and Novato, it serves a population of more than 30,000 people. The District's sewerage collections system consists of 105 miles of gravity pipelines and 28 pumping stations and the District operates a permitted 2.92 million gallons per day dry weather flow treatment plant facility. The District produces recycled water for the neighboring Marin Municipal Water District and North Marin Water District for distribution as recycled water. The District has a wildlife water reclamation area which is popular with the public for bird watching, walking and biking.

The District is governed by an at-large elected five-member Board of Directors and has 32 full-time equivalent positions within four departments. The District has one union represented group, management classification, one unrepresented classified position, and an unrepresented temporary rotating 6-month paid internship position. The mission of the District is to protect public health and the environment, providing effective wastewater collection, treatment, and resource recovery services.

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**II. SCOPE OF SERVICES**

**A. Compensation Analysis**

The District desires to conduct a total compensation analysis of benchmark classifications in order to evaluate compensation compared to current market conditions. The District currently has 22 active job descriptions; 4 of the active job descriptions cover multiple classifications, allowing flexible staffing within a job series.

The following are the consulting services related to the Total Compensation Study:

1. Conduct a comprehensive survey of external labor market public sector agencies for agreed-upon classifications. The consultant shall recommend the type and amount of comparable agencies that should be used in the survey to obtain industry acceptable results. The survey will include a review and market analysis of salary and benefits including but not limited to base salary, specialty pay and stipends, employer paid retirement contributions, employer paid insurance contributions for health, dental, vision, life, long-term disability; retirement health savings plan; and leave benefits including holiday, sick leave, administrative leave and vacation.
2. The consultant will review the current job descriptions and compensation system to assure internal equity and external comparability. When comparing with external agencies, a review of the full job description will be performed by the consultant, not relying solely on the classification's title to make the comparison.
3. Consultant will meet with management as needed to gain a full understanding of the District's needs, to discuss consultant's methodology, and to respond to questions regarding the results of the Total Compensation Study. Such meetings will include identifying the factors to use to determine comparable labor market agencies to survey, and agreement on comparable classifications to be utilized. Meetings can be held remotely.
4. Consultant will work with the District's designated representatives to assess study findings, determine and agree upon appropriate comparable classifications, and identify internal salary relationships.
5. Benchmark classes will be identified to maintain internal equity across jobs as well as minimize salary compaction. Classifications with multiple positions shall use the journey level classification when developing the compensation study.
6. Consultant will provide recommendations if compensation study reveals classifications whose compensation is outside of benchmarked salary range.
7. Generate a written report of results and findings, including discussion of methods, techniques, and data used to develop the Base and Total Compensation Study. Comparative results for each benchmark class shall be provided in the report or as an appendix.

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**B. Required Deliverables**

To meet the requirements of this request for proposal, the consultant shall provide the following:

1. Final Report: A detailed written report summarizing the findings, analysis, and recommendations, including supporting data.
2. Data Tables & Appendices: Included supporting data tables, charts, and appendices to demonstrate the analysis and findings.
3. Presentation of Report: Support presentation of study findings and recommendations to the Board of Directors. PowerPoint presentation is optional.

**C. Proposed Calendar**

The following is a list of key dates, subject to change depending on the needs of the District.

<u>Date</u>	<u>Activity</u>
May 30, 2025	Request for Proposal issued
<b>July 7, 2025</b>	<b>Due date for receipts of proposals (due by 2:00 p.m.)</b>
July 10, 2025	District completes initial review of proposals
July 14, 2025	Interview of top proposers – week of 7/14 to 7/18 <i>(if needed)</i>
July 24, 2025	Selected firm notified
August 7, 2025	Recommendation to Board of Directors
August 11, 2025	Contract Date
October 14, 2025	Consultant presents draft report to management
November 4, 2025	Consultant presents draft report to Ad Hoc HR Committee
<b>December 5, 2025</b>	<b>Final report provided to the District</b>
December 18, 2025	Final report presented to the Board of Directors

**III. PROPOSAL SUBMISSION**

**A. Name and Telephone Number of Contact Person**

Any questions regarding this proposal or additional information required by the respondents should be directed to Dale McDonald at (415) 472-1734 ext. 19 or in writing to [dmcDonald@lgvSD.org](mailto:dmcDonald@lgvSD.org).

Mailing address is Las Gallinas Valley Sanitary District, Attn: Dale McDonald, 101 Lucas Valley Road, Suite 300 Road, San Rafael, CA 94903.

**B. General Requirements**

1. Inquiries concerning this request for proposals and the subject of the request for proposals should be made to Dale McDonald, at the e-mail address or telephone number listed above.

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2. Submission of Proposal. A PDF copy of the Total Compensation Proposal must be received **by 2:00 p.m. on Monday, July 7, 2025** for a proposal to be considered. The requirements of the proposal are described below.

The proposal should be e-mailed to Dale McDonald at [dmcdonald@lgvsd.org](mailto:dmcdonald@lgvsd.org).

### **C. Submittal Content and Procedures**

The format of the proposal shall be as follows:

1. *Cover Letter*

The cover letter should indicate the full name and address of the consulting firm that will perform the services described in the RFP. The Consultant should include the name and contact information for the individual who will serve as project manager, and each team member's name and contact information. Additionally, the cover letter should outline the firm's qualifications.

2. *Methodology*

Explain the proposed methodology that will be used and clearly demonstrate understanding of the objectives the project is intended to complete. The Consultant should provide a detailed work plan and timeline indicating how each task under the Scope of Services will be accomplished.

3. *Consultant's Prior Experience and Qualifications*

Provide examples of the last three (3) completed projects demonstrating the consultant's experience working with public agencies similar in size, scope, and purpose. Provide a resume/biography for all team members.

4. *Timeline*

An estimate of time to complete the project, as outlined in this RFP and a proposed timeline of work tasks, with the date of final completion of the project.

5. *Fee Proposal*

Include a detailed fee proposal to provide the services outlined in the Scope of Services, all inclusive. Provide a breakdown of the firm's rates, fees, and charges for services and for total project, and a proposed payment schedule.

## **IV. EVALUATION PROCEDURES**

### **A. Review Committee**

Proposals submitted will be reviewed by the following District staff:

Curtis Paxton, General Manager  
Dale McDonald, Administrative Services Manager

As part of the review process, the review committee may consult with the Board Ad-Hoc Human Resources Committee, Megan Clark and Gary Robards, and/or Gregory Ramirez with IEDA,

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and/or a representative from Operating Engineers Local 3, if input is deemed beneficial or necessary to support the selection process.

**B. Evaluation Criteria**

Submittals will be evaluated for specificity, completeness, qualifications of personnel, demonstrated knowledge and experience providing the breadth and depth of services required by the District as described in the section entitled Scope of Services. Based on evaluation of the proposals, the most qualified consultant firm(s) may be invited to interview with the District; interviews are tentatively scheduled for the week of July 14, 2025.

**C. Award of Contract**

Award of the contract will be in the form of an Agreement for Consultation and Professional Services between the District and the selected firm. The contract will specify the desired timeframe for completion, payment terms, and confidentiality requirement submitted in the proposal. The District's standard Agreement for Consultation and Professional Services has been attached as Appendix C for reference and review.

**D. Insurance**

The consulting firm shall procure and maintain, for the duration of the agreement, workers' compensation, employer's liability, commercial general liability, and automobile liability insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of the work by the firm, its employees, and its representatives.

Refer to Appendix B, Insurance Requirements for Consultants for the scope and limits of coverage.

**E. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right without prejudice to reject any or all proposals.

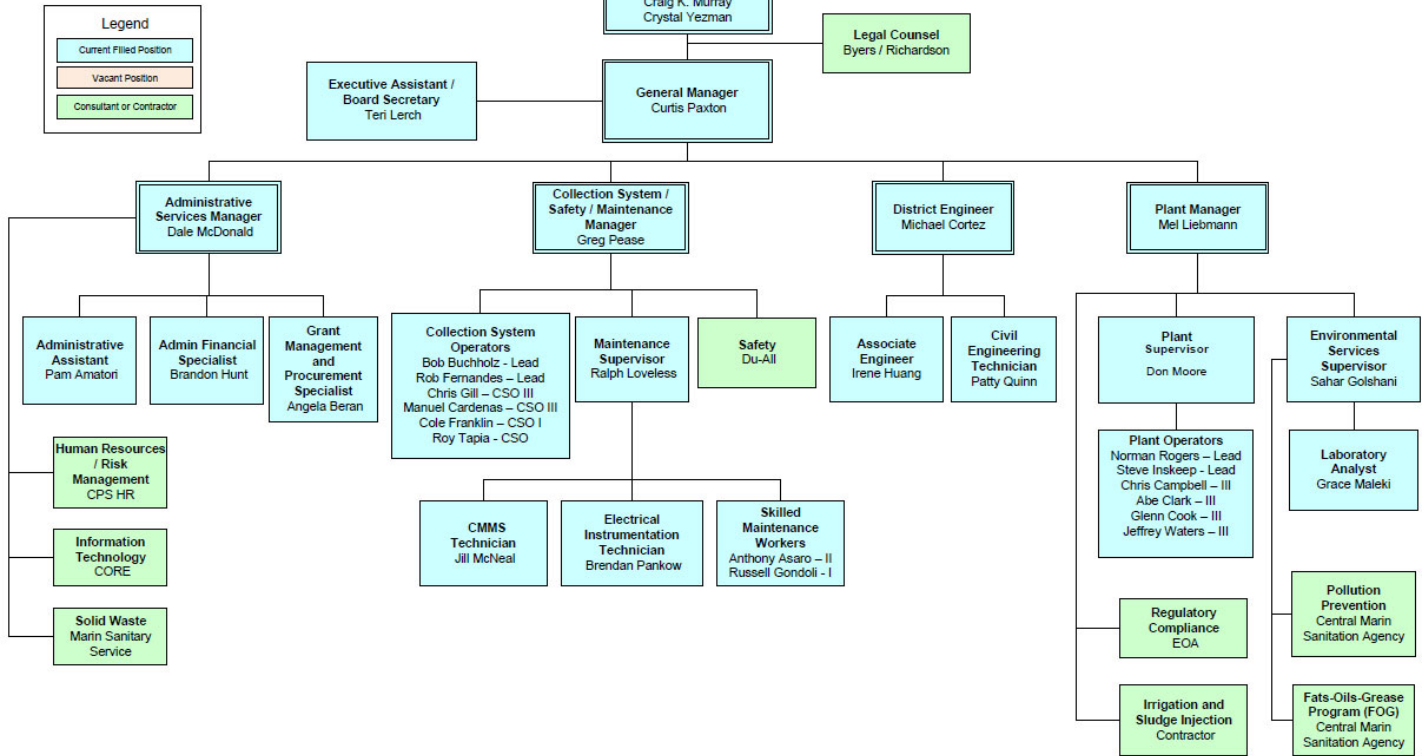
**V. APPENDICES**

- A. District Organizational Chart
- B. Insurance Requirement for Consultants
- C. District Standard Contract for Consultation and Professional Services

# LAS GALLINAS VALLEY SANITARY DISTRICT

## Request for Proposals for Total Compensation Study

### Appendix A



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Appendix B

**Insurance Requirements for Professional Services**

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

**MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by

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the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the Entity.**

**Waiver of Subrogation**

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorse to provide, that the self-insured retention may be satisfied by either the name insured or Entity.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

**Claims Made Policies (note – should be applicable only to professional liability, see below)**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

**Verification of Coverage**

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances**

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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**Sub Contractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.

**Note:** *Professional liability insurance coverage is normally required if the Consultant is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

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Appendix C

**AGREEMENT FOR CONSULTATION AND PROFESSIONAL SERVICES**

\_\_\_\_\_ **SERVICES for**  
\_\_\_\_\_ **PROJECT**

**(JOB NO. \_\_\_\_\_)**

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

\_\_\_\_\_ hereinafter referred to as "Consultant");

**WITNESSETH:**

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

**1. General**

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

**2. The Initial term of this agreement** shall be from the date approved by the Board of Directors of the District or by an authorized person representing the District, the General Manager, until \_\_\_\_\_, subject to early termination by either party as outlined in Section 20 of this agreement.

**3. Duties of Consultant; Services to be Performed by Consultant**

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

**4. Services or Materials to be Performed or Furnished by District**

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

**5. Payment by District: Time and Manner of Payment**

DISTRICT shall pay CONSULTANT, for all services to be rendered and all materials to be furnished under this Agreement, the amount specifically set forth and in the manner specifically set forth on **Exhibit C**. CONSULTANT agrees to accept said sum as full compensation for all services

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due under this Agreement. Notwithstanding any other language in the Agreement or any exhibits, CONSULTANT agrees that it will perform all tasks for a sum not to exceed \_\_\_\_\_ (\$\_\_\_ U.S.

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**Dollars).** This is an Agreement for a specific task as defined in Exhibit A, Consultant Services (Scope of Services), for \_\_\_\_\_ **Project,** and CONSULTANT has accurately determined the price of those tasks.

**6. Authorization To Perform Services**

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

**7. Additional Work**

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

**8. Professional Skill**

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

**9. Equal Employment Opportunity**

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

**10. Compliance with Laws**

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

**11. Labor Compliance**

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

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

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

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

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

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

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

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

**12. Independent Contractor; Not An Agent**

CONSULTANT, at all times during the term of this Agreement is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of DISTRICT. Notwithstanding any other DISTRICT, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by DISTRICT, including but not limited to eligibility to enroll in the California Public Employees Retirement System

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(PERS) as an employee of DISTRICT and entitlement to any contribution to be paid by DISTRICT for employer contributions and/or employee contributions for PERS benefits.

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

**13. Time**

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

**14. Indemnity**

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

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

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

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

**16. Consultant Professional Team**

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

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**17. Notices**

Unless otherwise provided herein, all notices required hereunder shall be given by certified mail, postage prepaid and addressed to the party at the address indicated in the opening paragraph of this Agreement provided, however, that in lieu thereof, notice may be given by personal delivery to the party at said address.

**18. Title to Documents**

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

**19. Assignment**

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

**20. Termination**

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

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

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

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

**21. Consultant Nondisclosure**

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

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“Confidential information” means information or material that is not generally available to or used by others, or the utility or value of which is not generally known or recognized as standard practice whether or not the underlying details are in the public domain, including without limitation:

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

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

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

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

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

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

**22. No-Waiver; Construction**

Failure on the part of either party to enforce any provisions of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions or any other

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provision. The singular number shall include the plural, and the masculine gender shall include the feminine gender and neuter gender whenever the context of this Agreement permits.

**23. Mediation**

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

**24. Attorney's Fees**

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

**25. Survival**

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

**26. Conflict of Interest**

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

**27. Severability**

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**28. Additional Provisions, Exhibits**

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

**29. Entire Agreement: Amendment**

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

