



101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
Tel.: 415-472-1734
Fax: 415-499-7715
www.LGVSD.org

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
Ronald Ford
Craig K. Murray
Judy Schriebman
Crystal J. Yezman

Las Gallinas Valley Sanitary District

Request for Proposal

Sewer User Charge Cost for Service and Rate Study

The Las Gallinas Valley Sanitary District is requesting proposals from qualified consultants to conduct a sewer user charge cost of service and rate study. The purpose of the study is to assess and evaluate the District's existing rate structure and rate policies, review current methodology, and make recommendations for potential alternative methods if needed. The broader objective of the study is to provide the necessary information and analysis to the District's Board of Directors for it to set rates and a rate structure to adequately fund the operating, capital costs and debt service associated with the collection, treatment and disposal of wastewater for the next four years. The study is to include an equitable review of the additional sewer service surcharges imposed on two communities, Captain's Cove and Marin Lagoon, due to the disproportionate number of pump stations in these two areas.

The study will be based on a comprehensive review of the District's current rate structure including the application of accessory-dwelling units to the residential use codes, application of eligible dwelling units to multi-family units, the application of the strength factor for various rate classifications, and the basis for converting non-residential users into Equivalent Dwelling Units for purposes of calculating the sewer user charge.

SCOPE OF WORK

A. STUDY OBJECTIVES

1. Provide a series of rate policies to be used for future management of the sewer user charge and connection fees for the fiscal years July 1, 2023-24, 2024-2025, 2025-2026 and 2026-2027.
2. Recommend a baseline rate structure to fund wastewater operations, capital and debt service, considering the following:
 - a. Recommendation for a rate calculation methodology (cash needs method, utility basis method, cash residual method, cost of service, etc.)
 - b. Recommendation regarding annual inflationary or other types of annual adjustments to rates or setting the rate as a percentage of some other rates (such as the potable water rate).

3. Provide a comparison of current sewer charge rates against other sewer collection and treatment service providers in the San Francisco Bay region and throughout California.

B. STUDY CONSIDERATIONS AND ELEMENTS

The study should evaluate and take into consideration the following:

1. **Cost of Service- O&M:** The cost of providing sewer service could be seen as the total cost to collect sewage, convey it to the treatment plant and to treat it to meet the District's NPDES permit and Title 22 reuse operations. The District's current NPDES permit does not allow creek discharge from May 1 to October 31. This reality means that effluent water must be treated and distributed as recycled water during the summer months to meet the permit requirement.
2. **Cost of Service- Capital Improvements:** There are several capital improvements already implemented as necessary to treat wastewater to meet our NPDES permit standards. We also have a significant construction project planned for a new operational control center building at the treatment plant. Consultant should be prepared to interview staff to evaluate how these assets are used, and make recommendations on the allocation of these costs within the calculations for cost of service. Consultant should also be prepared to evaluate costs associated with planned system expansion and with existing distribution costs and depreciation or replacement of collection and treatment plant assets in the future.
3. **Accessory Dwelling Units (ADUs):** The consultant should consider the added burden ADUs have on ongoing operating and maintenance costs and whether a separate designation should be developed for use when calculating sewer service charges.
4. **Organizational Changes:** The District is implementing studies by consultants to prepare an overall Integrated Wastewater Master Plan (IWMP) for the District. Future capital costs currently identified in the IWMP need to be factored into the study. The IWMP may identify organizational or procedural changes.
5. **Strength Factor.** The District has three strength factors which it applies to industrial and commercial users: domestic, high and mixed use (high and domestic strength). Consultant should review the types of users in the District and how they are assigned to the existing class to determine 1) if they are in the appropriate class and 2) if the current strength factor is appropriate for all classes.
6. **Rate Methodology:** The Consultant should consider a rate methodology that is consistent with industry practice for sewer collection and treatment rates in the State of California. Consultant should also be prepared to discuss with District staff and the Board of Directors whether a combination of methodologies, including volumetric pricing, might be appropriate for different customer

classes, and how they could be implemented. Currently, commercial and industrial customers are charged based on the average of winter and summer water use with a strength factor applied and residential customers are charged a flat rate per Equivalent Dwelling Unit.

7. Reserves: Consultant should be prepared to research, evaluate and recommend whether the District's current reserve funding policy is adequate or should be revised.
8. Captain's Cove and Marin Lagoon: The consultant should be prepared to study and propose modifications to sewer service surcharge rates for two communities with additional wastewater pump stations in low lying areas who currently receive sewer service, and for which separate fund accounts have been created.
9. Public Outreach: The draft recommendations from the consultant will be presented to various stakeholder groups for input prior to presentation to the Board of Directors. The consultant may be asked to participate in outreach meetings as needed. Consideration should be given to the presentation and rationalization of recommendations in terms the general public and interested stakeholders can relate to. Public outreach may be facilitated by teleconference, but Board meetings will be held in person.

C. STUDY REQUIREMENTS

1. The study should consider revenue needs and recommend methodologies, policies and practices that will ensure adequate revenue generation to meet the projected obligations.
2. The recommended rates and policies should not result in decreased stability of the revenue stream as compared to the current structure.
3. The recommended rates and policies should be easy to administer and understand and provide a basis for sewer users to estimate or anticipate future rates.
4. The study should include a maximum rate or rate structure that would be legally allowable, as well as a rate or rate structure that takes into consideration any recommended rate policies that result in downward pressure on the rate.
5. The recommended policies and rates shall set the policy direction for the District to be implemented starting in July 2023 when the current rates expire.

D. SERVICES TO BE PROVIDED BY CONSULTANT

1. Conduct a review of the existing sewer charge rates and status of the District's financial position and annual budget.
2. Meet with District staff as needed.

3. Attend two meetings (Thursday evenings) of the District Board of Directors, one toward the beginning of the project to discuss policy direction and implications, and one at the end of the project to make recommendations.
4. Conduct analyses as required to address the scope of work.
5. Preliminary Report:
 - a. Prepare a preliminary study report with tentative rate structure including options and a recommended structure, methodology, and comparison to other agencies.
 - b. Submit a PDF copy for distribution to staff and Board members.
 - c. Present preliminary report to staff and committee members for comment.
 - d. Present preliminary report to Board of Directors.
6. Final Report:
 - a. Incorporate changes pursuant to comments received by staff and Board members.
 - b. Submit PDF copy and 5 hard copies of the report.
 - c. Provide any calculated worksheets in Microsoft Excel format, including a listing of all assumptions used in calculations.

E. SERVICES TO BE PROVIDED BY DISTRICT

1. Furnish all reasonably available records and information, including financial reports, budgets, cost data and user data.
2. Provide staff support and assistance as required and agreed to in advance of study.

PROPOSAL CONTENTS

The following information is to be submitted as part of the proposal. The proposal is not to be more than 16 pages in length (8 pages, front and back) including resumes of persons to be assigned to the project.

1. **Project Approach** - Describe your approach to this project and any special ideas, techniques or suggestions that you think might make the project proceed smoothly.

2. **Statement of Experience** - Describe the experience of the firm and of the individuals assigned with related projects of a similar nature. Provide at least three references.
3. **Statement of Qualifications** - Describe your firm's qualifications and training for this type of work. Cite any specific certifications or accreditations.
4. **Schedule** - Provide a schedule for beginning of study and completion dates of deliverables and/or milestones. Consultant should assume a start date for the project within one month of RFP deadline date and complete the study within 90 days of start date.
5. **Budget/Cost** - Provide estimated hours per task and hourly rates for staff working on those tasks, any reimbursed expenses, and the total project cost.

SCHEDULE

• Issue of RFP	Wednesday December 7, 2022
• Response Due Date	January 5, 2023
• Staff Review	January 6, 2023
• Interviews if needed	January 10 to 11, 2023
• Select consultant	January 19, 2023
• Execute Professional Services Agreement	January 23, 2023
• Consultant to begin project	January 24, 2023
• Draft report presented to staff	April 3, 2023
• Draft report presented to the Board	April 20, 2023
• Final report approved by the Board	June 1, 2023

PROPOSAL SUBMITTAL

Please submit your proposal via email to dmcdonald@lgvsd.org with electronic proposal as single attached Portable Document Format (PDF) file.

Also included, electronically only, a copy of a recent sewer user charge rate study performed by the applicant that most closely fits the scope of work and considerations outlined above.

Interested firms should submit proposals to be **received** by the Las Gallinas Valley Sanitary District by **2:00 p.m. Thursday, January 5, 2023** to:

Las Gallinas Valley Sanitary District
 ATTN: Dale McDonald
 101 Lucas Valley Road, Suite 300
 San Rafael, CA 94903
dmdonald@lgvsd.org

PROPOSAL EVALUATION

The proposal shall be evaluated according to the following criteria:

Project Approach	10%
Experience	30%
Qualifications	30%
Schedule	5%
<u>Budget/Cost</u>	<u>25%</u>
Total	100%

SELECTION OF CONSULTANT

Proposals will be evaluated by a committee of District staff. The committee will evaluate on the basis of project approach, experience, qualifications, schedule and cost, and will be weighted based on the percentages in the Proposal Evaluation section of this RFP.

Final selection will be based on the evaluation of proposals unless it is deemed necessary by the committee to conduct interviews of closely scored consultants. The consultant determined best qualified to perform this project will be selected for contract award.

PROFESSIONAL SERVICES AGREEMENT – EXCEPTIONS

The consultant selected for contract award will enter into the attached Professional Services Agreement with the Las Gallinas Valley Sanitary District. Any exceptions to this Agreement must be noted in the consultant proposal. District will not entertain contract modifications that are not identified in the proposal.

Attachment: Sample LGVSD Professional Services Agreement

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

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

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.

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

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

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

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

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

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

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

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

(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.

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.

“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

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

binding on the parties with respect to the subject of this contract. No modifications hereof shall be effective unless such modification is in writing signed by all parties to this Agreement.

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

LAS GALLINAS VALLEY SANITARY DISTRICT

By _____
Curtis Paxton, General Manager Date

CONSULTANT/SERVICE NAME

Signature Date

By _____
Print Name Title

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

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

Exhibit A

Consultant Services (Scope of Work)

Exhibit B

Services or Materials to be Performed or Furnished by District

Exhibit C
Payment Schedule

Exhibit D

District Insurance Requirements

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 **\$1,000,000** 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 \$2,000,000 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 District 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 District.

Other Insurance Provisions

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

Additional Insured Status

The District, 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 and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers,

officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, 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 District.**

Waiver of Subrogation

Consultant hereby grants to the District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District 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 District has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District 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 the District.

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 District.

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 District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements are to be received and approved by the District 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 District 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

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

Sub Contractors

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

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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.

Exhibit E
Consultant Team