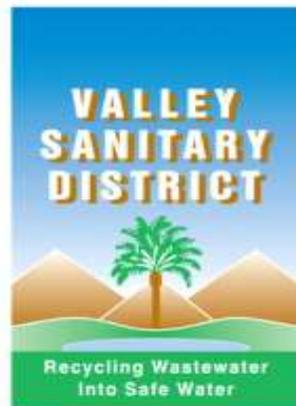


VALLEY SANITARY DISTRICT



REQUEST FOR QUALIFICATIONS

for

Indefinite Delivery / Indefinite Quantity As Needed Consulting Services For Engineering, Planning & Environmental Services

RESPONSE DUE

Thursday, May 31, 2018 at 4:00 pm

The mission of the Valley Sanitary District is to collect, treat and dispose of wastewater in a safe and cost effective manner as prescribed by state and federal law.

The District is dedicated to: maintaining a high standard of operations and maintenance; forward thinking in planning for facility and operational needs, and achieving maximum cost efficiency and effectiveness. The District board and staff are dedicated to having the District be a positive asset to the community.

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1.0 PROJECT PURPOSE & NEED

The Valley Sanitary District (VSD) requires the services of a consultant to assist with planning, environmental and engineering tasks and to provide professional as-needed services.

The District is the responsible agency for the provision of wastewater collection, wastewater treatment and water reclamation for the service district, which includes a portion of the City of Indio, City of Coachella, City of La Quinta and a portion of unincorporated Riverside County, with a service district of approximately 20 square miles.

The Valley Sanitary District is soliciting Request for Qualifications from qualified consultants to be engaged for the duties of an Indefinite Delivery / Indefinite Quantity As Needed services for planning, environmental and engineering services.

It is the intent of the District to negotiate as needed Task Authorizations, based on a submitted scope of services, budget and schedule for any tasks that may be assigned for this five year IDIQ As Needed contract.

Table 1: Project Summary

Owner	Valley Sanitary District
Project Name	Indefinite Delivery / Indefinite Quantity (IDIQ) As Needed Engineering Services
Procurement ID	2018-0097
Consultant Engagement Date	July 2018 through June 2023
Typical scope of tasks	As defined in Section 6.0

2.0 REQUEST FOR QUALIFICATIONS INFORMATION & INSTRUCTIONS

2.1 Request for Qualifications Issuing Office

Valley Sanitary District
Joseph Glowitz, PE, PMP - General Manager
45500 Van Buren Street
Indio, California 92201

A California Special District operating under the California Sanitary District Act of 1923.

2.2 Request for Qualifications Scope

The scope of services are for engineering, planning, environmental, administrative and construction management services of a qualified consultant with experience in the following areas: civil engineering, water resource management, wastewater management, water reclamation, environmental services, supervisory control and data acquisition

services (SCADA), contract management, construction management, financial analysis, project observation, development of plans, specifications and estimates and experience in alternate project delivery (Design-Build).

2.3 Request for Qualification Amendments

The District may issue Proposal Addendums and Amendments, as necessary. These addendums and amendments shall be placed on the electronic plan room and notification will be sent to the List of Proposal holders.

Written confirmation of receipt and acknowledgement of the Addendums shall be included in Section 7 of the Proposal – Configuration Management & Proposal Compliance Checklist.

2.4 Request for Proposal submittal deadline

Deadline: The Proposal package must be received in the Procurement Office of the Valley Sanitary District, 45500 Van Buren Street, Indio, California no later than 4:00 P.M. Pacific Daylight Time, Thursday May 31, 2018.

Proposals received after the deadline will not be accepted and returned to the Offeror.

2.5 Procurement Schedule

Table 2 shows the anticipated procurement schedule for this project.

Table 2: Project Procurement Schedule

STEP	EVENT	DATE
1	Interest solicitation period	Complete
2	Solicitation of a Proposal IDIQ As Needed Engineering Services Publishing & Period Opening Date	April 23, 2018
3	Proposal solicitation period	April 23, 2018 to May 31, 2018
4	<i>Optional</i> Pre-Proposal Conference	Wednesday May 9, 2018 At 2:00 PM at VSD
5	Submit questions regarding RFQ to VSD via email or fax	Friday, May 18, 2018 by 5:00 PM
6	Answers to Questions Posted	Wednesday, May 23, 2018
7	IDIQ As Needed Engineering RFQ response DUE to Valley Sanitary District	Thursday May 31, 2018 At 4:00 pm Pacific Time
8	Team Interviews with VSD, if required	Week of June 11-15, 2018
9	Recommendation by Staff to award contract	June 20, 2018
10	Intent to Award by the VSD Board	Tuesday June 26, 2018
11	Contract Negotiation period	June 27 – July 13, 2018
12	Estimated signing of contract	Week of July 16, 2018
13	Estimated Notice to Proceed	July 23, 2018

2.6 Optional Pre-Proposal Conference

The District will have an optional Pre-Proposal Conference. It is anticipated that this will take place as listed in Table 2 at the Valley Sanitary District.

2.7 The Qualifications Proposal shall consist of:

- a) One (1) copy unbound of the Qualifications Proposal
- b) Three (3) copies bound of the Qualifications Proposal

2.8 Public Record

The submittal of this Qualifications Proposal is public record.

2.9 Valley Sanitary District (VSD) Rights

- a) This Request for Qualifications does not commit VSD to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for any services. VSD reserves the right to accept or to reject, in part or in its entirety, any proposal if such action is deemed by VSD to be in the best interest of VSD.
- b) The District reserves the right to accept or reject any and all proposals, or any time or part thereof, or to waive any informalities or irregularities in proposals.
- c) The District reserves the right to withdraw or cancel this Request for Qualifications (RFQ) at any time without prior notice, and the District makes no representation that any contract will be awarded to any Offeror responding to this RFQ.
- d) The District reserves the right to change or alter the schedule of events associated with the procurement process upon notice to the responder entities, as established by the List of Proposers holders.
- e) The District shall not, in any event, be liable for any pro-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses in its proposal.
- f) The District reserves the right to rate the qualifications of the responding entities, based on the objective criteria, and develop a short-list of the highest qualified responding entities which will be allowed to participate in the interview process.

2.10 Additional Request for Proposal Terms & Conditions

- a) Proposals received after the deadline will not be accepted and returned to Offerors unopened.
- b) Any contract entered into as a result of this proposal shall be considered to include the items of work detailed in the proposal unless specifically deleted at the request of the Valley Sanitary District (VSD).
- c) Any request for additional information of clarification should be submitted to Mr. Joseph Glowitz, P.E. – General Manager via FAX at 800-750-2280 or project@valley-sanitary.org as listed in Table 2. All questions and answers will be sent to the List of Proposal holders on record and available electronically via the electronic plan rooms.

2.11 Appeal Process

Where the scoring of a timely and complete Qualifications Proposal results in a rating below that necessary to continue on in the interview process, an appeal can be made. An

appeal is begun by the proposing entity, by delivering notice to the District of its appeal of the decision with respect to the rating, no later than five business days after the notification of non-qualification.

Without a timely appeal, the proposing entity waives any and all right to challenge the decision of the District, whether by administration process, judicial process or any other legal process or proceedings.

3.0 QUALIFICATIONS PROPOSAL CONTENT

The proposal shall contain nine sections, as outlined below. **The total page content of Section One to Section Seven shall not exceed forty (40) pages.**

**Table 3: IDIQ As Needed Engineering Services
Submittal Outline & Page Requirement**

SECTION	MAXIMUM PAGE LENGTH	SECTION DESCRIPTION
0	2	Cover Letter
TOC	-	Table of Contents
1	5	Firm(s) Description & Information
2	10	Relevant Project Experience
3	5	Firm Project References
4	10	Proposed Team & Team Member profiles
5	5	Project Management Methodology
6	2	2018 Team Hourly Rate and Reimbursement Schedule
7	1	Configuration Management & RFQ Compliance Checklist
	40	MAXIMUM PAGE LENGTH
App. A	-	Resume Appendix

Section 0: Cover letter (2 pages maximum)

The proposer may include an introductory cover letter at the beginning of the proposal, with a two page maximum.

TOC: Table of Contents

A listing of the proposal contents, sections and page numbers.

Section 1: Firm Description and Information (5 pages maximum)

This section shall contain the firm information and description.

Section 2: Relevant Project Experience Listing (10 pages maximum)

This section shall contain the relevant project experience relating to prior services provided as an as needed consultant in the areas of wastewater planning and design, collection systems planning and design, water reclamation, general planning, planning and design and environmental documentation areas of expertise.

Section 3: Firm Project References (5 pages maximum)

Project References shall be a minimum of five, and contain:

- Client or Agency name
- Proposing firm specific role in the project
- Project Name
- Project Description
- Firm Project Manager responsible
- Project consulting fee value
- Project construction value (if applicable)
- Reference Name, Title, address, telephone and email address

Section 4: Proposed Team & Team Member Profiles (10 pages maximum)

This section shall contain the following:

- Proposed Team including an organizational chart
- Principal in Charge
- Project Manager
- Technical Advisor
- Relevant team members

Short paragraph descriptions for each team members are acceptable. Resumes of team members may be included in Appendix A.

It would be expected that the project team would have qualifications and experience encompassing some of the disciplines listed in Table 4: Qualified Discipline Checklist. Please indicate those disciplines your team will be able to perform over the course of contract by checking the box next to the discipline. This completed Table 4 should be included within the RFP.

Table 4: Qualified Discipline Checklist

Discipline	Qualified Yes/No
Project & Program Management	
Methodologies and Book of Knowledge of the Project Management Institute	
Civil Engineering	
Water Resource Planning & Design	
Collection System Planning & Design	
Reclaimed, Recycled, and Water Reuse Programs	
Wastewater System Planning & Design	
Hydraulic Modeling	
Supervisory Control & Data Acquisition (SCADA) Planning & Design	
Environmental Engineering & Documentation	
The CEQA and NEPA Process	
Construction Management	
Stakeholder Outreach & Public Involvement	
Experience with the California Regional Water Quality Control Board	
Experience with the California State Water Resources Control Board	
Experience with the Design Build Institute of America	

Section 5: Project Management Methodology and Approach (5 pages maximum)

This section shall contain the Consultant’s proposed project management methodology and approach.

Section 6: 2018 Team Hourly Rate & Reimbursement Schedule (2 page maximum)

This section shall contain the schedule of hourly rates for all proposed team members, updated for the year 2018.

Section 7: Configuration Management & Qualifications Proposal Compliance Checklist (1 page)

This section shall contain the Configuration Management & Qualifications Proposal Compliance Checklist form, as given in Table 5.

Table 5: Configuration Management & Proposal Compliance Checklist

SECTION	SECTION DESCRIPTION	COMPLETE with MAXIMUM PAGES
0	Cover Letter	
TOC	Table of Contents	
1	Firm Description & Information	
2	Relevant Project Experience	
3	Firm Project References	
4	Proposed Team & Team Member Profiles and Completed Qualified Discipline Checklist	
5	Project Management Methodology & Approach	
6	2018 Team Hourly Rate and Reimbursement Schedule	
7	Configuration Management & Qualifications Proposal Compliance Checklist	
Addendum A	Receipt of Acknowledgement of Addendum A (if required)	
Addendum B	Receipt of Acknowledgement of Addendum B (if required)	
Addendum C	Receipt of Acknowledgement of Addendum C (if required)	
App. A	Resume Appendix	OPTIONAL

Appendix A: Resume Appendix

This section may contain the resumes of the assigned team members.

4.0 PROPOSAL EVALUATION, INTERVIEW & AWARD

Proposal Evaluation

Proposal evaluation, ranking and Consultant selection is a Qualifications Based Selection (QBS) and shall be completed by a selection panel, comprised of members of the Valley Sanitary District Staff, in accordance with the criteria described below. The District may conduct interviews with the top ranked Consultants prior to completion of the ranking and entering into any negotiations for award of a contract or contracts, if multiple awards.

Interview (If required)

An interview of the Project Team **may** be required. The anticipated week of interviews is given in Section 2.5 in Table 2 of this Request for Qualifications and will take place at the Administration Building of the Valley Sanitary District Board Room, at 45500 Van Buren Street, Indio, California 92201.

It is suggested that the following members of the proposed team would be in attendance:

- Principal in Charge
- Project Manager
- Technical Advisor

The interview panel will consist of the staff of the Valley Sanitary District. The interview format, while not finalized, may consist of the following:

Introductions	5 minutes
Firm background information	5 minutes
Project Presentation by the Firm	20 minutes
<u>Questions & answers</u>	<u>15 minutes</u>
Total Time	45 minutes

The consultant selection criteria and weights are as follows:

Table 6: Consultant Selection Criteria

Criteria	Weight (%)
Qualifications of personnel performing work.	20
Demonstrated ability in completing contracted work on time and within budget. Discuss the last three projects completed. If not on time and within budget, explain why.	20
Demonstrated experience acting as an IDIQ As Needed consultant.	10
Demonstrated understanding of the project, suggested project approach and required tasks to accomplish the work.	20
Demonstrated familiarity with local, county, state, federal and wastewater industry regulations and procedures. Knowledge of wastewater entities. Participation and leadership with the Design-Build Institute of America.	20
Interview ranking (Otherwise, this weight will be assigned to experience selection criteria)	10
Total Weight	100%

5.0 AGENCY DESCRIPTION

The Valley Sanitary District serves portions of the City of Indio, City of Coachella, City of La Quinta and un-incorporated Riverside County, approximately 30 minutes from Palm Springs. The District provides wastewater services to customers within the service district boundary and may service customers on a contractual basis, outside its service district boundary.

With approximately 33,000 service connections and serving a population of 80,000 people, the District prides itself on its water quality and water reclamation measures. The District encompasses approximately 20 square miles and maintains approximately 243 miles of collection system pipelines. The District also operates a secondary effluent wastewater treatment facility with a current approximate design capacity of 11 million gallons per day.

6.0 IDIQ AS NEEDED TYPICAL TASKS

The Valley Sanitary District is procuring the services of an IDIQ As Needed Engineering Consultant to assist with District Engineering requirements.

Some potential tasks may include, but not be limited to:

- Review of the final design documents by the Project Development Team.
- Assist with the development of the Water Reclamation Project functional requirements.
- Assist with the development of the Water Reclamation Project performance specification.
- Assist with the development of the Design-Build procurement document.
- Assist with the development of the Design-Build contract documents.
- Assist in the development of the collection system design.
- Development of environmental documents related to CEQA and NEPA.
- Development of Planning documents relating to a Collection Systems Master Plan.
- Development of a hydraulic model relating to the wastewater collection system.
- Development of conceptual plans for a Fats, Oils and Grease (FOG) receiving station.
- Construction management & oversight of the collection system contractor.
- Assist with the development of the facility staffing & operations plan.
- Other Wastewater Treatment / Water Reclamation Project duties, as assigned.
- Other Engineering duties, as assigned.

7.0 MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT FOR Professional Engineering, Planning & Environmental Consulting Services

This Agreement is entered into this ____ day of _____ 2018, by and between the Valley Sanitary District (“District”), a California Special District, and _____, a Corporation (“Consultant”).

I. RECITALS

A. Consultant desires to perform and assume responsibility for the provision of professional systems integration services required by the Valley Sanitary District on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the Valley Sanitary District, dated _____, and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. Valley Sanitary District desires to engage Consultant to render such services as set forth in this Agreement.

II. AGREEMENT

1. Scope of Services.

1.1 General Scope of Services. Consultant will provide services to the District, including all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional environmental engineering and planning consulting services (“Services”). The 2018 Fee Schedule is described in Exhibit “A.”

2. Schedule of Services.

2.1 Schedule of Services. This is a Master Services Agreement. Specific Scope of Services, Fee Schedules, and Project Schedules will be detailed in assigned Task Authorizations.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the Valley Sanitary District in writing and shall be incorporated in written amendments to this Agreement.

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in specific Task Authorizations. Task Authorizations shall be issued for specific tasks, and will include the scope, schedule and fees for each Task Authorization. Changes will not be authorized without the District's prior written approval.

3.2 Payment of Compensation. Consultant shall submit to Valley Sanitary District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Valley Sanitary District shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

4. Changes.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the Valley Sanitary District in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. Responsibilities of Consultant.

5.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the Valley Sanitary District. Consultant shall have no power or authority by this Agreement to bind the Valley Sanitary District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the Valley Sanitary District. The Valley Sanitary District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Valley Sanitary District.

5.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the Valley Sanitary District on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Valley Sanitary District, is no longer employed by Consultant or replaced with the written approval of the Valley Sanitary District which shall not be unreasonably withheld.

5.4 Coordination of Services. Consultant agrees to work closely with Valley Sanitary District staff in the performance of Services and shall be available to Valley Sanitary District staff, consultants and other staff at all reasonable times. Valley Sanitary District agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

5.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession by exercising the skill and ability ordinarily required of consultants performing the same or similar services under the same or similar circumstances in the State of California. Consultant further represents and agrees that it will perform said Services in conformance with applicable federal, state and local laws and guidelines.

5.6 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that Valley Sanitary District's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

6. Insurance.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the Valley Sanitary District that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub consultant to commence work on any subcontract until it has provided evidence satisfactory to the Valley Sanitary District that the sub consultant has secured all insurance required under this section.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.2.5 Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor’s operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the Valley Sanitary District except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers’ Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the Valley Sanitary District except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior

written notice of cancellation has been served upon the Valley Sanitary District except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the Valley Sanitary District and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Valley Sanitary District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Valley Sanitary District. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Valley Sanitary District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Valley Sanitary District. The Valley Sanitary District shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Sub consultants. All sub consultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing sub consultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the Valley Sanitary District as an Additional Insured to the sub consultant's policies.

7. Ownership of Materials and Confidentiality.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Valley Sanitary District to copy, use,

modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all sub consultants to agree in writing that Valley Sanitary District is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Valley Sanitary District.

Valley Sanitary District shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at Valley Sanitary District’s sole risk.

7.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Valley Sanitary District, except by court order.

8. Accounting Records.

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the Valley Sanitary District and its auditor’s accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

9. Subcontracting.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Valley Sanitary District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. Termination of Agreement.

10.1 Grounds for Termination. Valley Sanitary District may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been

adequately rendered to Valley Sanitary District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, Valley Sanitary District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Valley Sanitary District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. Responsibilities of Valley Sanitary District.

11.1 Valley Sanitary District shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by Valley Sanitary District or others in performing Consultant's services under this Agreement.

11.2 Valley Sanitary District shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

12. General Provisions.

12.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose.

Consultant:

Attention:

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

12.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Valley Sanitary District's choosing), indemnify and hold the Valley

Sanitary District, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, Valley Sanitary District, its directors, officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of Valley Sanitary District, Consultant's obligations shall be reduced in proportion to the established comparative liability of Valley Sanitary District and shall not exceed the Consultant's proportionate percentage of fault.

12.3 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

12.4 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, including registration with the Department of Industrial Relations ("DIR") pursuant to Labor Code sections 1725.5 and 1771.1. Consultant shall defend, indemnify and hold the Valley Sanitary District, its directors, officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.5 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

12.6 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

12.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

12.8 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the Valley Sanitary District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the Valley Sanitary District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the Valley Sanitary District.

12.9 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

12.10 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

12.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

12.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

12.13 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

12.14 Time of Essence. Time is of the essence for each and every provision of this Agreement.

12.15 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

12.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties. The services to be performed

by Consultant are intended solely for the benefit of Valley Sanitary District. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

12.17 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

12.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

12.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VALLEY SANITARY DISTRICT

CONSULTANT'S NAME

By: _____
Joseph Glowitz
General Manager

By: _____

By: _____

EXHIBIT "A" 2018 Fee Schedule