

REQUEST FOR PROPOSALS
2023 SEWER SYSTEM MASTER PLAN UPDATE

August 2, 2022

PROPOSALS MUST BE RECEIVED
BY 2:00 PM ON THURSDAY, OCTOBER 13, 2022

Midway District Sanitary District
14451 Cedarwood Avenue
Westminster, CA 92683

Midway District Sanitary District

Request for Proposals

2023 SEWER SYSTEM MASTER PLAN UPDATE

Date: August 2, 2022
Department: General Manager
Project Name: **2023 SEWER SYSTEM MASTER PLAN UPDATE**
Proposal Due Date: October 13, 2022 Time: 2:00 P.M.

Proposals must be submitted to:

Midway District Sanitary District
Attn: Ken Robbins, General Manager
14451 Cedarwood Avenue
Westminster, CA 92683

Due Date and Delivery:

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The proposer shall submit a package clearly marked on the outside as “**2023 SEWER SYSTEM MASTER PLAN UPDATE**” to the District’s Office listed above. The package shall contain the following:

- One (1) bound copy and one (1) electronic copy (flash drive is preferred method) of the proposal;
- One (1) original copy of the cost proposal in a separate sealed envelope clearly marked “Sealed Cost Proposal”; and
- A fully completed and executed W-9.

Proposals must be received at the District Office **no later than 2:00 p.m. Thursday, October 13, 2022**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted. It is the sole responsibility of the proposer to see that his/her proposal is delivered and received by the deadline.

Proposals will not be opened publicly, and the District will endeavor to keep proposals confidential until a preferred service provider is recommended to the Board of Directors. Proposal must bear original signatures and figures.

A. General Information:

The Midway District Sanitary District (“District”) is requesting proposals from qualified firms or individuals to provide professional services in updating and developing a comprehensive **2023 SEWER SYSTEM MASTER PLAN**.

B. Description of the District:

The Midway District Sanitary District is located in the Southwestern portion of Orange County and serves the incorporated City of Westminster and the unincorporated community of Midway City. The District’s boundaries are generally located south of the Garden Grove Freeway (SR-22), east of the 405 Freeway, and bisected by Beach Blvd. (SR-39). A map of the District’s service area is attached as Exhibit 2.

The District is a California special district formed on January 3, 1939. The District’s boundaries encompass approximately 10.4 square miles with an estimated population of 103,000. The District is responsible for solid waste and sewer collections within its boundaries. The District owns and operates 174 miles of gravity and force main sewers mostly consisting of vitrified clay pipe, with approximately 34,832 connections. The District operates 4 lift stations and 32 siphons. Its sewer system connects with trunk lines of the Orange County Sanitation District for treatment and disposition.

C. Background:

In 2004, the Midway District Sanitary District approved and adopted the Sewer System Master Plan developed by DGA Inc. (2004 Master Plan). The comprehensive plan was prepared to assist the District in assuring adequate sewage facilities necessary to provide reliable, cost-effective service for projected ultimate (buildout) conditions.

Since 2004, the Midway District Sanitary District has evolved into a more fully developed and almost “buildout” community. Several of the Capital Improvements Projects (CIP) and recommended actions identified in the 2004 Master Plan have been implemented. The District recognizes the need to update the 2004 Sewer System Master Plan and develop the tools needed to assist in planning, operating, and maintaining the District’s aging Sewer System and infrastructure.

The District is seeking to develop a comprehensive **2023 SEWER SYSTEM MASTER PLAN** to update its existing 2004 Master Plan and support the ongoing operation and maintenance of the District’s sewer system, and to identify deficiencies and future needs.

D. Objective

The Midway District Sanitary District is soliciting proposals from a qualified and experienced engineering consultant, firm or teams specializing in the sewer system engineering, master planning, and hydraulic modeling in the development of a

comprehensive and updated **2023 SEWER SYSTEM MASTER PLAN**.

The qualified individual, firm or consultant team shall be responsible for meeting the District's goals and objectives in creating a comprehensive updated Sewer System Master Plan, establishing a new GIS-based modeling system and mapping tools for assessing Sewer System operation and maintenance practices and service level requirements, identifying system deficiencies, and managing assets, planning and prioritizing capital improvement projects.

The document and the new modeling system will be a guide for on-going operation and maintenance of the District's sewer system and infrastructure. The project would evaluate the District's sewer system and identify recommended capital improvements through Year 2045 in 5-year increments. As the District's sewer system infrastructure ages, it will be crucial to identify any needed system improvements, with particular attention to the condition and operation of existing lift stations, and existing maximum district of sewer trunk main, and allowing sufficient time to plan, finance, and construct the improvements.

The Sewer System Master Plan update will require extensive coordination with the City of Westminster and inputs from district staff, public, and/or stakeholders who will be solicited during the development stage. The master plan update will require final reviews and approvals of District's Board of Directors for adoption.

E. Addendum

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be published and distributed through the District's website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

F. Evaluation and Selection

The following is a tentative schedule of this entire RFP process. While the District will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the District reserves the right to modify this schedule as needed to accommodate the completion of this RFP process. The following is a tentative timeline for the evaluation and RFP selection procedure.

TENTATIVE PROJECT SCHEDULE	
RFP Published:	August 3, 2022
Questions from Proposers Due:	September 2, 2022
Questions and Answers Posted:	September 16, 2022
Proposals Due:	October 13, 2022 (no later than 2:00 PM)
Initial Review of Proposals by Panel:	November 2022
Anticipated Contract Award:	January 2023

G. Questions

Please direct any questions or concerns to Ken Robbins, General Manager at krobbins@mcsandst.com by 4:00 p.m. on September 2, 2022. Only questions with “**2023 SEWER SYSTEM MASTER PLAN UPDATE**” in the subject line will be accepted. Answers to submitted questions will be posted on the District’s website.

H. Scope of Work:

Project tasks shall include but are not limited to those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant’s proposal.

The successful Consultant shall perform the following tasks generally described:

- a. Review available pertinent records that will assist in the preparation of the Sewer System Master Plan;
- b. Assess Condition of existing sewer system facilities;
- c. Update Sources, Quality and Regulatory Issues;
- d. Utilize and develop an updated GIS-based hydraulic modeling system;
- e. Evaluate the existing operations and maintenance practices and identify improvements in the current level of service where areas of opportunities allow;
- f. Develop a recommended sewer system repair, replacement, and improvement program where system and condition-related deficiencies are identified; and
- g. Recommend future capital improvement program and prioritize projects.

The Scope of Work for the **2023 SEWER SYSTEM MASTER PLAN** includes:

1. Review Existing Documents and Information/ Data

Review of District's existing master plans, planning documents, studies, sewer system pipeline networks and infrastructure systems, sewer system demands, lift station data, flow metering station records, GIS geo-database system and hydraulic modeling data system, if available, and other available pertinent records that will assist in the preparation of the comprehensive 2023 **SEWER SYSTEM MASTER PLAN** document. The District staff will provide available information and data as requested by the successful consultant.

2. Develop and Utilize GIS-based Sewer System Modeling System

- a.) Become familiar with the District's sewer system by reviewing District-provided maps of the existing sewer pipeline networks and infrastructure from available GIS geo-database files. Analyze the District's outdated GIS-based sewer network modeling and data system created for the 2004 Sewer Master Plan.
- b.) Identify and establish a new recommended GIS-based hydraulic modeling application (e.g., InfoSewer by Innovyze or approved equal computer software package) to be used to update modeling and design tools for the sewer system. Provide cost pricing to acquire and furnish new software applications assuming one floating license, with adequate numbers of links for the District's modeling system, and pay initial software maintenance fee. (Note: The available sewer system model systems shall be updated/upgraded and calibrated to current existing condition. All major facilities including data of gravity mains, force mains, and lift stations shall be updated and calibrated on the new modeling and mapping system.)
- c.) Develop a comprehensive hydraulic model from the compiled data by basin, and shall be calibrated against collected flow monitoring data. Provide updated and calibrated hydraulic modeling data files to the District.
- d.) Develop and provide a testing and training plan for use and operation of the new GIS-based hydraulic modeling application system. (Assuming 2-4 personnel staff to be trained to use modeling application and two full day training sessions).

3. Develop Flow Monitoring Program; Conduct Field Verification and Data Collection

- a.) Develop a flow monitoring program using Smart Covers that will be purchased and owned by the District.
- b.) Conduct field verification and data collection to obtain measured system data for determining existing capacities, various land use loading factors, future capacities and projections, and for supporting the sewer system hydraulic modeling calibration. Consultant shall utilize best available technologies to ensure accurate data collection.
- c.) Identify appropriate locations/stations (by basins) for flow monitoring and daily flow;

perform flow monitoring, and collect needed data under wet and dry weather conditions. Appropriate numbers of flow meters shall be in place (in the ground) for a minimum duration of at least 30 days.

- d.) Perform field verification and comprehensive assessment of existing facilities.

4. Develop Population and Development/ Build-out Projections

Review Future County and City of Westminster Land Use Map, City of Westminster General Plan, active or current Specific Plans and Development Agreements, and develop population projections to be used for the land use data and criteria. District staff will provide the selected consultant the available documents. Collaborate with key District staff to develop population projections and annual growth forecast to be consistent with the long-range planning.

5. Develop Land Use Criteria and Establish Sewer System Flow Criteria

- a.) Review and analyze existing sewer system flows, estimated sewage flow, and develop land use data and criteria.
- b.) Review and evaluate current District data and design criteria used in sizing future facilities.
- c.) Develop peaking ratios and design factors. Projected flows to be correlated to the population and land use projected timeline and will used to evaluate system deficiencies.
- d.) Identify future users, demands, and capacity of existing sewer and capacity potential of District sewer system, assuming a realistic expansion of the sewer system or increase of sewer system capacity.
- e.) Evaluate/ update estimated time-phased sewer system demands to buildout, based on historic and current demands, projected land use, and realistic demand factors.

6. Assess the Overall SEWER SYSTEM and Develop Solutions

- a.) Familiarize with all sewer system basins, sewer system lift stations, gravity mains, and force mains to be able to evaluate and assess full condition of the sewer system.
- b.) Evaluate the existing and future sewer system pipeline system and infrastructures in their ability to meet projected demands, using the computer model to identify deficiencies and size future facilities and upgrades.
- c.) Analyze the existing capacity of the pipeline system, identify critical segments and selected reach; and prioritize in such order designating the immediacy of repair.

- d.) Develop practical solutions and/or alternative solutions to correct system deficiencies.
- e.) Develop a strategic plan to enhance the efficiency and reliability of the District's sewer system.
- f.) Document system deficiencies, preferred solutions, enhancements, and maintenance requirements to utilize in identifying and prioritizing overall sewer system capital projects.
- g.) Analyze the adequacy and reliability of the District's sewer system, identifying quality issues, legal/institutional/ contractual constraints, environmental documentation issues, and system issues as well as cost considerations.

7. Assess Lift Stations and Develop Capital Rehabilitation Program

- a.) Evaluate the District's existing lift stations and pertinent facilities including a full condition assessment and capacity analysis. Key District staff to be available during thorough inspection and assessment to communicate and identify existing issues, specific defects, and problematic areas.
- b.) Review CCTV inspection database compiled by the District (if any), and conduct additional CCTV inspections as necessary.
- c.) Perform capacity and pumping evaluations of all existing lift stations and other identified facilities.
- d.) Identify and establish a comprehensive list or document of specific types of issues, defects, and identified repair and replacement needs for each lift stations/ facilities to be incorporated with capital projects.

8. Evaluate Operation and Maintenance Program

- a.) Evaluate existing operation and maintenance practices and identify specific improvements in current level of service and maintenance program where areas of opportunities allow.
- b.) Prepare detailed lists and goals required to meet level of service goals consistent with local and State regulatory agencies. Include applicable cost estimates, and comparable costs against similar type operations and maintenance programs of other municipal agencies, etc.

9. Develop Comprehensive Capital Improvement Program (CIP)

- a.) Review and update recommended and prioritize CIP for required sewer system infrastructure improvements.

- b.) Develop a comprehensive list of recommended CIP detailing short, intermediate, and long-term planning. Include tables with proper designated name/ descriptions, detailed scope of work, specific locations/ facilities, schedule, and estimated construction costs.

10. Prepare and Submit Draft and Final Master Plan Reports

- a.) Provide a complete package of the **2023 SEWER SYSTEM MASTER PLAN** Report including Executive Summary, Maps & Exhibits for approval and adoption.
- b.) Submit, as a deliverable task, a draft, final draft, and final report to the District. All reports must be in hardcopy prints, Microsoft Word, and Adobe PDF file formats.

11. Prepare and Develop Project Management Plan

Prepare a project management and QAQC work plan to accomplish project in a timely manner. Include meetings, project status reporting, and necessary workshops.

I. Proposal Deliverables:

The successful proposer shall provide:

1. Cover Letter

The Cover Letter shall be addressed to Ken Robbins, General Manager, and at minimum, must contain the following:

- a. Identification of firm, including name, address, and telephone number.
- b. California Secretary of State Entity Number.
- c. Name, title, address, and telephone number of contact person during period of proposal evaluation.
- d. Statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.
- e. Signature of a person authorized to bind the firm to the terms of the proposal.

2. Executive Summary

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the District that the firm understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative should stipulate how the firm's approach and plans to provide the services are appropriate to the tasks involved.

3. Scope of Work / Methodology

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The methodology should include:

- a. Describe the firm's approach to managing the project, including an implementation plan that describes in detail the specific plans to manage, control, and supervise the project in order to ensure satisfactory provision of services.
- b. Provide a project timeline designed to meet the requirements of the District, as well as scheduling and control methodology that will be used to ensure the schedule will be met. The timeline should include key milestone dates and a detailed description of key project steps.
- c. Provide a description of the implementation plan considerations, including estimated timeframes and deliverables for various stages of the project.
- d. Detailed description of the specific tasks you will require from District staff. Explain what the respective roles of District staff and your staff would be to complete the tasks specified in the Scope of Work.
- e. Provide a detailed description and/or examples of your quality control procedures that ensure all work products delivered to the District (i.e., drafts and final versions) are of high-quality, accurate and have been thoroughly reviewed prior to delivery to the District.
- f. Provide a detailed list and examples of reports your firm has previously prepared and completed with similar scope of work. The list should include project information and summary of project costs. Copies of the sample reports may be provided electronically in pdf format.

4. References

Provide at least three (3) references, past and present, using the same service being proposed and indicate the scope of work, date, and the name, email address, and telephone number of the client contact. References for work performed in the last five (5) years is preferred.

5. Required Statements

- a. A statement that all charges for services will be a "Not-To-Exceed" fee, as submitted with and made part of said consultant's quote.
- b. A copy of the consultant's hourly rate schedule and a written statement that said hourly rate schedule is part of the consultant's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

- c. A written statement by the consultant that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
- d. A written statement by the consultant shall allow all authorized federal, state, county, and the District officials access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three (3) years.
- e. A written statement that the consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- f. A written statement that the consultant shall comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

J. Administrative Elements:

- 1. The consultant shall assign a responsible representative and an alternate to perform the assigned tasks. Both staff members shall be identified in the proposal. The consultant's representative will be responsible for all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the District in writing. The District will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract.
- 2. The consultant shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.
- 3. The District reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is a RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The District may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The District reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERIA	
EVALUATION CRITERIA	PERCENTAGE OF SCORE
Qualifications and experience of the Proposer related to the services described in this RFP. (Listing of similar work done within the last 5 years)	30%
Proposer's understanding of the project and knowledge of subject matter, and expertise and approach.	40%
Proposer's ability and available resources to perform the requested services.	20%
Proposed project costs.	10%

K. Agreement for Professional Services:

The District has provided a copy of the Professional Services Agreement as Attachment No. 1. Please review this agreement and provide the District with a written statement of your firm's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement which your firm is unwilling to accept and the reason why (See Attachment No. 1). Please provide proposed Compensation and Scope of Work Exhibits with your proposal.**

L. Insurance:

Within three (3) business days of successful selection, consultant must provide the District with Certificates of Insurance providing coverage as outlined in Section 15 of the Professional Services Agreement naming the District, its agents and officers as additional insureds by written endorsement as required.

M. Business License:

The successful consultant(s) and any sub-consultants are required to obtain a City of Westminster business license prior to award of Contract, and to maintain the license for the entire term of the Agreement. The business license is not a prerequisite for submission of a proposal.

N. Subcontracting:

The Proposer may utilize the services of specialty subconsultants on those parts of the work that, under normal contracting practices, are performed by specialty subconsultants. Unless a specific subconsultant is listed by Proposer, Proposer is representing to District

that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of his/her proposal, the Proposer shall not award work to any unlisted subconsultant(s) without prior written approval of the District. The Proposer shall be fully responsible to the District for the performance of his/her subconsultants and of persons either directly or indirectly employed by them.

Nothing contained herein shall create any contractual relation between any subconsultant and the District.

O. Public Information:

All materials received relative to this RFP will become public information and be available for inspection after the award of contract. The District reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

P. Attachments:

Attachment No. 1 - Professional Services Agreement

Attachment No. 2 – Midway City Sanitary District Service Area Map

Q. Available Documents:

An electronic copy of the 2004 Sewer Master Plan and Exhibits (Prepared by DGA) is available for review upon request. Please submit your request to Ken Robbins, General Manager at Krobbins@mcsandst.com.

RFP – ATTACHMENT NO. 1

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE MIDWAY DISTRICT SANITARY DISTRICT AND NAME OF
COMPANY**

2023 SEWER SYSTEM MASTER PLAN UPDATE

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, between the MIDWAY DISTRICT SANITARY DISTRICT, a municipal corporation, hereinafter referred to as "District" and _____ hereinafter referred to as "Consultant".

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the District for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the District. Consultant shall, at its own cost, make any revisions of its own work as required by the District and re-do, at its own cost, any work which the District finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on _____.

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the District a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against District, or bind District in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of District except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS. Consultant shall keep itself informed of applicable local, state and federal laws and regulations which

may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. District and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the District Manager of all proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation shall not exceed \$_____. Payments shall be made within forty-five (45) days after receipt of each invoice as to all undisputed fees. If the District disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the District Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by District Manager and Consultant at the time District's written authorization is given to Consultant for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of District Manager.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records, shall give District the right to examine and audit said books and records, shall permit District to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement will terminate on December 31, 2025, unless otherwise extended in advance and in writing by the District Manager for an additional two (2) one-year renewal options. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY DISTRICT. All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of District. With respect to computer files, Consultant shall make available to the District, upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena. If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, District has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the District's attorney's fees. Consultant shall promptly notify District should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, District's right to

review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the District Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the District or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the District or the study area prior to the completion of the work under this Agreement without the express written consent of the District Manager.

13. DEFAULT. In the event that Consultant is in default of any of the provisions of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

14. INDEMNIFICATION.

(a) Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and District relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) Consultant is an independent contractor and shall have no authority to bind District nor to create or incur any obligation on behalf of or liability against District, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by District. District, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or wrongful acts or omissions of Consultant, its agents, officers, directors or employees, in performing any of the services under this agreement.

(c) If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the DISTRICT, shall defend the Indemnitees at Consultant's expense by counsel acceptable to the District. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14(b) shall survive the expiration or earlier termination of this agreement.

(d) The Consultant's indemnification does not extend to Claims occurring as a result of the District's negligent or willful acts or omissions.

15. INSURANCE.

A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the District Attorney in full force and effect throughout the term of this Agreement, 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 Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved and accepted by the District Manager or his/her designee in writing. Consultant shall provide the following scope and limits of insurance:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (a) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).
- (b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or owned, hired, non-owned, scheduled, non-scheduled or rented vehicles, (or combination thereof dependent upon working being performed under contract), or equivalent forms subject to the written approval of the District.
- (c) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.
- (d) Errors and omissions liability insurance appropriate to the Consultant's profession.
- (e) Cyber Liability with limits of \$1,000,000 per occurrence/loss

(2) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

- (a) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and

property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

- (b) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- (c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (d) Errors and Omissions Liability: \$1,000,000 per claim.
- (e) Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:
 - a Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
 - b Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
 - c Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
 - d Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
 - e Liability arising from the failure to render professional services.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

- (1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the District.
- (2) General Liability and Automobile Liability Coverages.
 - (a) District, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or

borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, officials, or employees.

- (b) Consultant's insurance coverage shall be primary insurance as respect to District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.
- (c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees or volunteers.
- (3) Workers' Compensation and Employer's Liability Coverage. Unless the District Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against District, its officers, officials, employees and agents for losses arising from work performed by Consultant for District.

C. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District Attorney may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

- (1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
- (2) Any deductibles or self-insured retentions must be declared to and approved by District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- (3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

16. NONDISCRIMINATION/NON-PREFERENTIAL TREATMENT STATEMENT. In performing this Agreement, the Parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply, to the fullest extent allowed by law, with all applicable local, state and federal laws relating to nondiscrimination.

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to

comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the District for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse District for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the District in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

19. GOVERNING LAW. The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the San Bernardino County Superior Court.

20. ASSIGNMENT OR SUBSTITUTION. District has an interest in the qualifications of and maximum ability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of District. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

21. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the District Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

23. NOTICES. Notices shall be given pursuant to this Agreement by personal

service on the party to be notified, or by written notice by email, or upon such party deposited in the custody of the United States Postal Service addressed as follows:

District.

Consultant.

Midway District Sanitary District
Attn.: General Manager
14451 Cedarwood Avenue
Westminster, CA 92683

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: Scope of Work and Schedule
- B. Exhibit B: Compensation

25. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

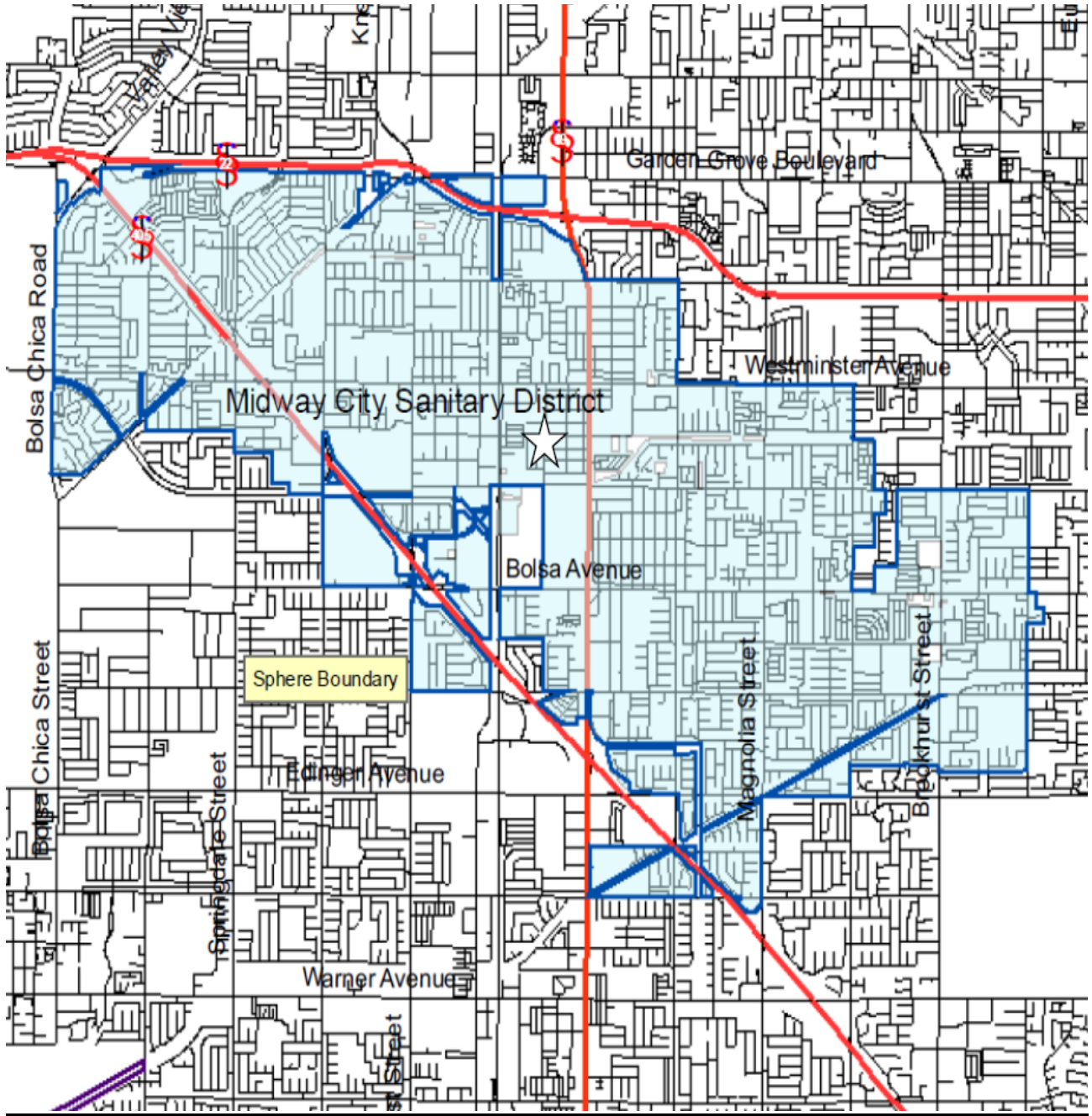
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

MIDWAY DISTRICT SANITARY DISTRICT	(INSERT COMPANY NAME HERE)
_____	(Signature) (Printed name/Title)
Board President	Date: _____
Date: _____	
ATTEST:	

Board Secretary	
APPROVED AS TO FORM:	

James Eggart Counsel	

RFP - ATTACHMENT NO. 2
MIDWAY CITY SANITARY DISTRICT SERVICE AREA MAP



NOT TO SCALE

MIDWAY DISTRICT SANITARY DISTRICT
2023 SEWER SYSTEM MASTER PLAN UPDATE