



**REQUEST FOR PROPOSALS
FOR
SAN MIGUEL CSD WASTEWATER TREATMENT FACILITY UPGRADE & EXPANSION
and
RECYCLED WATER (PURPLE PIPE) DISTRIBUTION SYSTEM**

**ENVIRONMENTAL SERVICES
INCLUDING TECHNICAL STUDIES AND RELATED STATE,
REGIONAL, AND FEDERAL PERMIT APPLICATIONS**

The San Miguel Community Services District (DISTRICT) is soliciting proposals from qualified consultants to complete environmental work related to the upgrade and expansion of the DISTRICT's Wastewater Treatment Facility (WWTF) and the construction of a new recycled water ("purple pipe") distribution system. This upgrade will eventually provide the DISTRICT with the capacity to produce and convey a supply of high-quality effluent that will meet California Title 22 requirements for non-contact irrigation of vineyards and / or indirect recharge to the groundwater aquifer, with an ultimate maximum dry weather flow capacity of 0.60 Million Gallons per Day (MGD).

It is the intent of the DISTRICT to hire a qualified Consultant team that can assist the DISTRICT with the following tasks:

- Environmental evaluation of the project
- Self-Performance and/or coordination of all required technical studies
- Coordination with the District and other project consultants

Upon completion of the scope of work described in this RFP by the Consultant, the DISTRICT intends for the Consultant to produce the following documents for use by the DISTRICT:

- Final Environmental Document that meets CEQA (a requirement of the State Water Resources Board programs) and NEPA state and federal requirements
- All environmental permit and authorization applications identified for the Project
- All associated documents and submittals required to support both the Final Environmental Document and all environmental permit and authorization applications necessary to construct the project
- Provision of a crosswalk that verifies meeting all CEQA and NEPA requirements

It is anticipated this project may be financed in part through the California Clean Water State Revolving Fund Program (CWSRF) and other sources of state and/or federal funding. All environmental documentation must meet the requirements for state and federal funding.

The DISTRICT will be the lead agency. CEQA and NEPA analysis of the project will be required. The DISTRICT believes that the project may be ultimately classified as a “CE (categorical exclusion) with a report” for NEPA purposes. Additionally, the DISTRICT anticipates that under CEQA, the final environmental document is anticipated to be a Mitigated Negative Declaration. All documentation required to meet environmental compliance for the Clean Water State Revolving Fund Program (CWSRF) and the USDA Rural Development Water & Waste Disposal Loan & Grant Program, shall be prepared, including the Environmental Package Checklists and the Evaluation Forms for Environmental Review and Federal Coordination.

In order for the Consultant to be considered qualified, the firm or project team must demonstrate experience in the successful completion of environmental review projects involving wastewater treatment facilities and water distribution pipeline facilities, of a similar size and scope in California, to the DISTRICT’s project. Experience working with the requirements of the USDA Rural Development staff, State Water Quality Control Board environmental staff in Sacramento, Central Coast Regional Water Quality Control Board staff in San Luis Obispo, and the Clean Water State Revolving Fund is desirable.

Interested consultants are invited to submit qualifications in accordance with the requirements of this Request for Proposals (RFP). The Consultant services contract is expected to be awarded in April 2020, with work completed in September 2020. The actual time frame to complete the environmental documents and the permit applications as required will be negotiated with the successful Consultant. The DISTRICT intends to select a single consultant team to complete the scope of work as described in this RFP. Any Consultant responding to the RFP must be willing to commit the necessary resources to the project within a mutually agreed upon schedule.

All proposals must be received no later than **March 30, 2020, at 2 p.m. (PST)** at the DISTRICT offices which are located at 1150 Mission Street San Miguel, California 93451. By submitting a proposal for the requested services, each Offeror is certifying that it is a qualified firm and its proposal complies with regulations and requirements stated within the Request for Proposals.

A Pre-Proposal Conference will be held on **March 16, 2020, at 10:00AM (PST)** at the DISTRICT offices which are located at 1150 Mission Street San Miguel, California 93451. For any firm that intends to submit a proposal, attendance at the Pre-proposal conference is mandatory.

EQUAL EMPLOYMENT OPPORTUNITY: All qualified Offeror’s will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical conditions, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Kelly Dodds, Director of Utilities at 1150 Mission Street San Miguel, California 93451, by telephone at (805) 467-3388, or by email at kelly.dodds@sanmiguelcsd.org. RFP’s will also be available for via the DISTRICT website at www.sanmiguelcsd.org.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY THE DISTRICT.

I. SUBMITTAL DATA

Seven (7) copies of all proposals must be received by mail, recognized carrier or hand delivered, no later than 2 p.m. (PST) on March 30, 2020, at the DISTRICT offices which are located at 1150 Mission Street San Miguel, California 93451. Late proposals will be returned unopened.

Please note on the envelope "Proposal to provide Environmental Consulting services for the San Miguel CSD WWTF Upgrade & Expansion and Recycled Water (Purple Pipe) Distribution System"

Costs of the preparation of the proposals will be borne by proposer.

This request does not constitute an offer of employment or a contract for services.

The DISTRICT may cancel this solicitation at any time without obligation to any person or firm.

All proposals will become the property of the San Miguel Community Services District.

Any proprietary information contained in the proposal should be clearly identified and may be subject to disclosure pursuant to the California Public Records Act (See Section IX).

All proposals shall comply with current federal, state, and other laws relative thereto.

The contract shall be made in the form adopted by the San Miguel Community Services District (Section VII).

All questions and correspondence should be directed to the DISTRICT's contract manager:

San Miguel Community Services District
Attn: Kelly Dodds, Director of Utilities
1150 Mission Street
San Miguel CA 93451
(805) 467-3388 Ext 206
Email: kelly.dodds@sanmiguelcsd.org

Any proposer seeking clarification of information contained in this Request for Proposals may submit written questions as directed below prior to March 24, 2020. Questions received after this date will not receive a response.

II. INTRODUCTION

The San Miguel Community Services District (SMCSD) owns and operates the municipal wastewater treatment plant (WWTP) which is located near the northern limits of the District, adjacent to the west bank of the Salinas River. The WWTP is subject to the Waste Discharge Requirements Order No. 99-046. The existing WWTP comprises of four (4) partially mixed aerated lagoons in series and three (3) percolation ponds. The WWTP underwent the most recent

significant upgrade in 2000, bringing its current and permitted capacity at 200,000 GPD (0.2 MGD). The District currently treats an average of approximately 175,000 GPD. The District acknowledges that the existing WWTP is nearing capacity and requires an expansion and upgrade.

In June 2018, the Central Coast Regional Water Quality Control Board (CCRWQCB) issued a letter to the District in which they informed the District that they should proceed immediately with the planning and engineering for the expansion of the existing WWTP. In the referenced letter, the CCRWQCB stated that because the existing WWTP has been chronically out of compliance with permit limits for total dissolved solids, chloride, and sodium, the District should include salt and nitrogen removal capability in the expansion plans.



In addition to the expanded and enhanced treatment capacity that the District needs to achieve as a consequence of continued population growth within the District boundaries, the District Board of Directors also understands that the expansion and upgrade of the WWTP must also be accomplished in a manner which is compatible with the requirements of the Sustainable Groundwater Management Act (SGMA). For these reasons, the District is also evaluating treatment alternatives to provide recycled effluent which meets the requirements for either agricultural irrigation or possibly for groundwater recharge purposes.

The District retained the services of Monsoon Consultants (Monsoon) to perform an engineering study to identify and evaluate design alternatives for the WWTP expansion and upgrade. The findings, results, conclusions and recommendations of the engineering study are summarized in the WASTEWATER TREATMENT FACILITY UPGRADE / EXPANSION ENGINEERING REPORT which was approved by the DISTRICT Board of Directors on January 24, 2019.

Based on the results of the study, which is summarized in the referenced engineering report, it was recommended that the DISTRICT proceed to the final design phase of the Water Reclamation Facility (WWRF) Project to include the elements of a Membrane Bioreactor WWTP configuration, including UV disinfection facilities to produce and convey a treated (recycled) effluent, which meets California Title 22 requirements for non-contact irrigation of vineyards and / or indirect recharge to the groundwater aquifer, with an ultimate maximum day dry weather flow capacity of 0.60 Million Gallons per Day(MGD). Graphical depictions of the schematic layout of the new WWTP and the proposed Recycled Water ("Purple Pipe") distribution system are included in Exhibit Nos. 1 & 2.

To achieve the aggressive project implementation schedule that the District anticipates, the final design development, construction documentation and permitting phase of the project, the District will retain the services of multiple companies. The project will be managed by Monsoon Consultants who currently serves as the District Engineer. Monsoon Consultants will also provide the overall site civil design / engineering, and Operations & Maintenance Facility design / engineering elements of the project. The District will also retain the services of a consultant to provide the District technical assistance as required for any environmental assessments, documentation, and support required for CEQA and/or NEPA compliance. Based on discussions with District staff, it is also understood that they intend to retain the services of their existing SCADA consultant for the design (and build) of the SCADA system which will be required for integration of the all of the new WWTP facilities, including the wastewater treatment processes, into the District's existing SCADA system. An organizational chart is included as Exhibit 3 which graphically depicts how the project team will be structured.

III. REQUIRED PROPOSAL FORMAT

A qualifying proposal must address all of the following points and may not exceed 30 pages:

1. Cover Letter/Introduction (where the term “firm” is used it may apply to a single firm or a team of firms making the proposal)
 - Discuss your firm’s major focus (environmental compliance, biology, archeology, etc.).
 - Describe your firm’s ownership structure, including information with respect to financial resources/stability and length of time in business.
 - Present your understanding, in non-technical language, of the project, the services requested, and your firm’s proposal for meeting the DISTRICT’s needs.
 - The cover letter shall be signed by an individual authorized to bind the firm and shall contain a statement that the proposal is valid for ninety (90) days.
 - Name, address, telephone number and email address for a person the DISTRICT may contact for further information or to schedule an interview, at the DISTRICT’s discretion.
2. Qualifications
 - Describe your firm’s experience with respect to EACH requested discipline. Include discussion of unique qualifications that set your firm apart from others.
 - Describe your firm’s technology, capabilities, and innovations in environmental permitting, environmental studies, CEQA, NEPA.
 - Outline in detail any other recommended services or activities that your firm can provide to meet and support the WWTF Renovation & Expansion and Recycled Water (Purple Pipe) Distribution System design, permitting & construction activities.
3. Staffing
 - Identify the individuals proposed for the client team. At a minimum, the proposal should name the project team. Provide a resume or statement of qualifications and references from at least two previous projects for each person.
 - Include alternates for individuals proposed for key positions.
 - Describe tasks for which each person would be responsible.
 - Identify any subcontractors and tasks for which they would be responsible. Provide information required under “Qualifications,” above, for each subcontractor.

4. Fee Proposal

- Provide a fee proposal covering all required services and a second fee proposal covering all required services plus any proposed additional services or tasks.
- Provide an overall breakdown of cost estimates for each service your firm would provide under this program. NOTE: no expenses for travel, lodging or meals can be included in the cost proposals.
- Itemize your firm's fee schedule.
- Include hourly rates and rates for additional services, if different.
- Include an estimate of monthly reimbursable expenses for the duration of the project, with the exception of travel-related expenses specifically excluded above.

5. Contract Terms

- The contract does not have a formal defined term, but the all environmental studies and NEPA / CEQA documentation for the San Miguel CSD Wastewater Treatment Facility Upgrade & Expansion Phase of the project must be completed and ready for submittal to the appropriate agencies by September 30, 2020. The environmental studies and NEPA / CEQA documentation for the Recycled Water (Purple Pipe) Distribution System Phase of the project must be completed by December 31, 2020.
- Describe any exceptions to the Scope of Services of the Professional Services Agreement (attached). Proposers will be deemed to have accepted all terms and conditions other than those addressed in the proposal.

6. References

- Provide a minimum of five (5) references for similar services performed for local government agency clients within the last three (3) years.
- Include:
 - Client name
 - Project description
 - Service dates (starting and ending)
 - Client project manager name, telephone number and email address

7. Disclosures

- Proposers must include a complete disclosure of any litigation, arbitration or claims proceedings which presently involve the Proposer or in which the Proposer has been involved in the past five (5) years.

IV. EVALUATION CRITERIA AND SELECTION PROCESS

Award will NOT be made on price alone but on all the factors noted in this RFP.

Award will be made on the basis of demonstrated competence and the professional qualifications necessary to perform the services required at a fair and reasonable cost after consideration of all evaluation criteria set forth below. Criteria are not listed in any order of priority or preference. A consultant will be chosen upon review of the proposals by a selection committee comprised of members of the DISTRICT Board of Directors, District staff and the District Engineer("Committee"). The Committee's recommendations will be presented to the DISTRICT Board of Directors for final selection and award of contract. The DISTRICT will not issue a notice to proceed until the Committee has confirmed the consultant and related contract. (Attachment 1)

The Committee will evaluate all proposals received in accordance with the evaluation criteria. The DISTRICT and Committee reserve the right to weight the criteria depending upon importance at their discretion. The DISTRICT shall not be obligated to accept the lowest priced proposal but will make an award in what it determines to be the best interests of the DISTRICT and after all factors have been evaluated.

The Committee will evaluate the proposals based on the following criteria:

1. Responsiveness to Request for Proposal
2. Project Approach
3. Firm's record of providing successful completion of similar projects
4. Qualifications of personnel proposed for the project
5. Exceptions to Scope of Services and/or Professional Services Agreement
6. Cost, including fees and reimbursables (not to include travel, lodging or meal expenses)

The DISTRICT and Committee may conduct interviews as part of the selection process. If scheduled, the oral interview will be a question and answer format for the purpose of clarifying the intent of any portions of the proposal. The individual(s) who would be directly responsible for carrying out the contract should participate in the oral interview.

The DISTRICT and Committee reserve the right to contact and evaluate the Proposers' references, contact any Proposer to clarify any response, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information the DISTRICT and Committee deem pertinent to the evaluation process.

The DISTRICT and Committee reserve the right to reject any or all proposals, waive any inconsequential deviations from the proposal requirements, and to negotiate modifications or acceptance of all or a part of a proposal. This would include possible changes to the scope of work as the DISTRICT and Committee identify other applicable needs for technical assistance. Other terms and conditions can be negotiated at the time of selection and will be subject to approval of appropriate DISTRICT officials and the Committee.

The DISTRICT and Committee reserve the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP. Issuance of this RFP and receipt of proposals does not commit the DISTRICT to award a contract. DISTRICT and Committee expressly reserve the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

Proposer understands and acknowledges that the representations made in proposals are material and will be relied on by the DISTRICT in evaluation of the proposal.

V. PROJECT OBJECTIVES

The Consultant selected will work assist and support the DISTRICT with the environmental compliance and permitting elements of the SMCSD WWTP Renovation & Expansion and Recycled Water (Purple Pipe) Distribution System Project as required to design, construct, start-up and initiate operation of the planned facility. All work product produced pursuant to such services must comply with all applicable federal, state, and local laws and regulations.

VI. SCOPE OF SERVICES REQUIRED

The Consultant shall be responsible for completing the environmental review, studies, and analysis as required to produce the Final Environmental Documents, all permit and authorization applications, and all associated documents and submittals required to support both the Final Environmental Documents and all permit and authorization applications.

The DISTRICT will be the lead agency, CEQA and NEPA analysis of the project will be required. The DISTRICT believes that the project may be ultimately classified as a “CE (categorical exclusion) with a report” for NEPA purposes. Additionally, the DISTRICT anticipates that under CEQA, the final environmental document is anticipated to be a Mitigated Negative Declaration. All documentation required to meet environmental compliance for the Clean Water State Revolving Fund Program (CWSRF) and the USDA Rural Development Water & Waste Disposal Loan & Grant Program, shall be prepared, including the Environmental Package Checklists and the Evaluation Forms for Environmental Review and Federal Coordination.

Scope of Services:

Environmental compliance and permitting responsibilities shall include, but not be limited to:

- Prepare the appropriate California Environmental Quality Act (CEQA) and NEPA- compliant environmental documents and any associated technical studies required to provide environmental clearance for the project.
- Prepare all Mitigation Measures associated with potentially significant impacts.
- Prepare a Mitigation Monitoring and Reporting Plan that includes responsibility; estimated costs, actions and schedules as needed.
- Coordinate and consult with all State and local regulatory and jurisdictional agencies necessary to provide environmental clearance for permits needed for the project
- Provide a CEQA/NEPA crosswalk that assures all requirements of both processes have been met.
- Prepare permit and authorization applications needed to construct the Project.
- Assist the DISTRICT in conducting any and all public meeting preparation, planning, advertising, and administration, including comment solicitation and preparation of response to comments for DISTRICT review.

All environmental documents shall be prepared in administrative draft, public/agency review draft and final stages for DISTRICT review, and shall incorporate, if appropriate, any public, agency, and DISTRICT comments made during the document review.

The Consultant shall identify and prepare any and all permit applications and approvals required by regulatory agencies necessary to complete the Project, and shall prepare, for later use by the DISTRICT, an application schedule of permits with the required timelines to ensure each permit can be obtained prior to the start of construction. The DISTRICT will provide payments to regulatory agencies, as needed, to obtain the environmental or project review required to complete this scope of work, and shall, at a later date, provide payment to the agencies for the cost of permits. DISTRICT permits, if applicable, shall be exempt from this scope of work.

Formal environmental document submittals shall be prepared for review (administrative draft and public review draft) and distribution (final), with drawings reduced by 50% and printed on 11" x 17" reproducible paper, and specifications printed on 8 ½" x 11" reproducible paper. All documents will meet CEQA and NEPA requirements. Documents will be prepared and delivered per the California State Clearinghouse requirements including hard copy and digital copy requirements in place at the time of submittal. Prior to completion of the final submittal, the Consultant shall respond to and incorporate, if appropriate, any comments received from the DISTRICT or other interested party

Consultant shall attend all Public Hearings that include the environmental document review and adoption before the DISTRICT Board of Directors and provide responses to comments concerning the document including written responses as needed for the document to be adopted by the DISTRICT.

Seven (7) document sets shall be submitted at the administrative draft stage and at the draft public review stage. Seven (7) document sets shall be submitted at the final stage. An editable electronic version of all drafts will be submitted in addition to the hard copies. In addition, the final PDR document set shall be submitted in Portable Document Format (.pdf) on PC- compatible flash drive.

Timeline - To meet the compliance schedule set forth by the Central Coast Regional Water Quality Control Board (CCRWQCB) the DISTRICT is planning to have the WWTP Renovation & Expansion Project construction phase completed and the new facility operational by January 2022. To meet that schedule, the DISTRICT desires to have the scope of work described herein, including all environmental studies and NEPA / CEQA documentation for the San Miguel CSD Wastewater Treatment Facility Upgrade & Expansion Phase of the project must be completed and ready for submittal to the appropriate agencies by September 30, 2020. The environmental studies and NEPA / CEQA documentation for the Recycled Water (Purple Pipe) Distribution System Phase of the project must be completed by December 31, 2020. Please provide a timeline that demonstrates your team's ability to meet this time frame.

VII. CONTRACT FORM

The final contract between DISTRICT and the successful Proposer shall be set forth in a Professional Services Agreement ("Agreement") executed by and between DISTRICT and the successful Proposer. A copy of the Agreement is attached hereto as Attachment 1 and incorporated herein by this reference.

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

VIII. PRICE VALIDITY

Prices provided by Proposers in response to this RFP are valid for 90 days from the Proposal due date. The DISTRICT intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

IX. CONFIDENTIALITY

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by DISTRICT and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either DISTRICT and the successful proposer have completed negotiations and entered into an Agreement or DISTRICT has rejected all proposals. All correspondence with the DISTRICT including responses to this RFP will become the exclusive property of the DISTRICT and will become public records under the California Public Records Act. Furthermore, the DISTRICT will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the DISTRICT will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
AND
<Consulting Firm>
ATTACHMENT 1**

THIS AGREEMENT is entered into on, between the **San Miguel Community Services District** ("DISTRICT") and _____ ("Consultant") for the purpose of providing Environmental Services in conjunction with the design, permitting and construction and start-up of the DISTRICT's WWTP Renovation & Expansion and Recycled Water (Purple Pipe) Distribution System Project, including Technical Studies And Related State, Regional, And Federal Permit Applications services. The effective date of this agreement shall be _____.

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to DISTRICT the services described in the Request for Proposals (RFP) (see attached). Consultant shall provide the services at the time, place and in the manner specified in the subject RFP.

No verbal agreement or conversation with any officer, agent or employee of DISTRICT, either before, during or after the execution of this Agreement shall affect or modify any of the terms or conditions contained in this Agreement, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement.

2. COMPENSATION AND REIMBURSEMENT OF COSTS

Consultant shall not be compensated for services outside the Scope of Services outlined in Section 1 above unless, prior to the commencement of such services:

- A. Consultant notifies DISTRICT and DISTRICT agrees that such services outside the scope of RFP are to be performed;
- B. Consultant estimates the additional compensation required for the additional services, and
- C. DISTRICT, after notice, approves the additional services and amount of compensation, therefore.

DISTRICT shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, Consultant Fee Proposal, in a total amount not to exceed _____. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless, pursuant to Section 1 above, DISTRICT approves additional compensation for additional services.

Consultant shall submit monthly invoices to DISTRICT for work completed and reasonable expenses incurred to the date of the invoice. All invoices shall be itemized to reflect the tasks completed and the

amount billed for each task. DISTRICT shall **NOT** pay all out-of-pocket travel, lodging and incidental expenses incurred by Consultant. Such out-of-pocket travel, lodging and incidental expanses shall be borne by the Consultant.

All invoices sent by Consultant to DISTRICT shall be paid within forty-five (45) days of receipt. All billings that remain unpaid after forty-five (45) days shall bear interest until paid at the rate of five percent (5%) per annum or the maximum rate allowed by California state law, whichever is less. If DISTRICT fails to pay any invoice within forty-five (45) days and such failure continues ten (10) days after Consultant gives DISTRICT notice of such failure,

Consultant shall have the right to terminate this Agreement immediately without liability to DISTRICT. The right to terminate under the terms of this section shall be in addition to all other legal, equitable, or contractual remedies available to Consultant.

3. TERM OF AGREEMENT

This Agreement shall commence on _____, and shall terminate effective _____.

4. DISTRICT'S DUTIES

The DISTRICT shall make its facilities accessible to Consultant as required for performance of its services and shall provide labor and safety equipment as required by Consultant for such access. DISTRICT agrees to cooperate with Consultant and be reasonably available to confer with Consultant upon request, to keep Consultant informed of developments and to disclose to Consultant all facts and circumstances of which DISTRICT is aware which may bear upon Consultant's handling of the matter. DISTRICT agrees to provide Consultant with such documents and information as DISTRICT may possess relating to the matter, and to abide by all terms of this Agreement.

5. ADVERTISEMENTS, PERMITS, ACCESS

Unless otherwise agreed to in the Scope of Services, the DISTRICT shall obtain, arrange and pay for all advertisements for bids, permits and licenses required by local, state or federal authorities.

Consultant represents and warrants to DISTRICT that it has all licenses, permits, qualifications and approvals of any nature whatsoever which are legally required for Consultant to practice its profession. Consultant represents and warrants to DISTRICT that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

6. RELATIONSHIP OF PARTIES. NO THIRD-PARTY BENEFICIARIES

Consultant is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement.

7. SUBCONTRACTS

Consultant may use the services of independent contractors to perform a portion of its obligations under this Agreement without prior written approval by DISTRICT. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors and shall obtain such insurance and indemnity provisions from its contractors and subcontractors the DISTRICT shall determine to be necessary.

8. NO DISCRIMINATION

In the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated

during their employment without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

9. INSURANCE REQUIREMENTS

- 9.1** To the fullest extent allowed by law, the Contractor/Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor/Consultant, his agents, representatives, or employees.

Errors & Omissions Liability Insurance requirements apply to Consultants performing Professional Services. Construction contractors may disregard this coverage unless specifically required by the Contract Documents.

9.2 Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance.
4. Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage are to be endorsed to include contractual liability.

9.3 Minimum Limits of Insurance:

1.	General Liability: (Including operations, products and completed operations, as applicable.)	\$1,000,000 \$2,000,000	Combined single limit per occurrence, including operations, products and completed operations. Aggregate limit for bodily injury, personal, personal injury and property damage.
2.	Comprehensive Automobile Liability:	\$1,000,000	Owned, non-owned, hired vehicles
3.	Workers' Compensation:		As required by the Labor Code of the State of California
4.	Employers' Liability:	\$1,000,000 \$1,000,000	Per occurrence, bodily injury by disease Each employee, bodily injury by disease
5.	Errors & Omissions Liability:	\$1,000,000 \$2,000,000	Per occurrence Aggregate Limit
6.	Pollution Liability (required when work includes asbestos or lead paint)	\$1,000,000 \$2,000,000	Per occurrence Aggregate Limit

9.4 Deductibles and Self-Insured Retentions:

1. Any deductibles or self-insured retentions must be disclosed to and approved by the DISTRICT and shall not reduce the limits of liability. 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 Contractor/Consultant shall

provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

2. Policies containing any self-insured retention provisions shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the DISTRICT.

9.5 Other Insurance Provisions:

1. It shall be a requirement under this agreement that any available insurance proceeds in excess of the specified minimum Insurance coverage requirements and limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be a) the minimum coverage and limits specified in this Agreement or b) the full coverage and maximum limits of any Insurance proceeds available to the named insured, whichever is greater.
2. Where subcontractors/subconsultants are used, the Contractor/Consultant agrees to include in their subcontract the same requirements and provisions of this agreement, including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's/subconsultant's work. Subcontractors/subconsultants hired by the Contractor/Consultant agree to be bound to the Contractor/Consultant and the DISTRICT in the same manner and to the same extent as the Contractor/Consultant is bound to the DISTRICT under the Contract Documents.

Subcontractors/subconsultants further agree to include these same provisions with any sub-subcontract. A copy of these insurance requirements shall be furnished to subcontractors/subconsultants upon request. Subcontractors/Subconsultants responsibility for defense and indemnity obligations shall survive the termination or completion of the contract agreement for the full period of time allowed by law.

Subcontractors/Subconsultants agree to be bound to the Contractor/Consultant and the DISTRICT in the same manner and to the same extent as the Contractor/Consultant is bound to the DISTRICT under the Contract Documents. Subcontractors/Subconsultants further agree to include the same requirements and provisions of the contract agreement, including the indemnity and insurance requirements, with any sub-subcontractors/sub-subconsultants to the extent they apply to the scope of the sub-subcontractor's/sub-subconsultant's work. A copy of the DISTRICT's Contract Documents, including the indemnity and insurance provisions, shall be furnished to the subcontractor/subconsultant upon request.

3. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the DISTRICT (if agreed to in a written contract or agreement) before the DISTRICT's own insurance shall be called upon to protect it as a named insured.
4. The defense and indemnification obligations of this contract agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract agreement.
5. The DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor/Consultant; or automobiles owned, leased, hired or borrowed by the Contractor/Consultant .
2. The additional insured coverage under the Contractor's/Consultant's policy shall be primary and non-contributory and will not seek contribution from the DISTRICT's insurance.

3. For any claims related to this project, the Contractor's/Consultant's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the Contractor's/Consultant's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the DISTRICT.
 - i. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and or Errors & Omissions coverages are written on a claims-made form:
5. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
6. Insurance must be maintained, and evidence of insurance must be provided for at least five
 - i. (5) years after completion of the contract of work.
7. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor/Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
8. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.
9. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

9.6 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the DISTRICT. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9.7 Verification of Coverage

Contractor/Consultant shall furnish the DISTRICT with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the DISTRICT, unless the insurance company will not use the DISTRICT's forms. All endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the DISTRICT's forms, the Contractor's/Consultant's insurer may provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

9.8 Waiver of Subrogation

Contractor/Consultant hereby agrees to waive subrogation which any insurer of Contractor/Consultant may acquire from Contractor/Consultant by virtue of the payment of any loss. Contractor/Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the Contractor/Consultant, its employees, agents and subcontractors/subconsultants.

9.9 Indemnity and Hold Harmless

Contractor/Consultant shall indemnify and hold harmless the DISTRICT, their elected officials, officers, employees, agents and volunteers, and each and every one of them, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person or person's bodily injury, including death, or property being damaged by

Contractor/Consultant or any person employed by Contractor/Consultant or in any capacity during the progress of the work by negligence **except where caused by the active negligence, sole negligence or willful misconduct of the DISTRICT**. Contractor/Consultant shall also indemnify DISTRICT of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against those agencies with respect to Contractor's/Consultant's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments.

10. INDEMNITY AND HOLD HARMLESS

Consultant shall indemnify and hold harmless the DISTRICT, their elected officials, officers, employees, agents and volunteers, and each and every one of them, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person or person's bodily injury, including death, or property being damaged by Consultant or any person employed by Consultant or in any capacity during the progress of the work by negligence **except where caused by the active negligence, sole negligence or willful misconduct of the DISTRICT**. Consultant shall also indemnify DISTRICT of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against those agencies with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments.

11. STANDARD OF PERFORMANCE

Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All products of any nature, which Consultant delivers to DISTRICT pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Agreement.

12. RELIANCE UPON DATA, DOCUMENTS AND RECORDS

Consultant shall be entitled to rely upon the accuracy and completeness of all data furnished by DISTRICT to Consultant that is used by Consultant in the providing of services under this Agreement. Consultant may retain and use all data furnished to it, except such data which may be marked "confidential" and required to be returned, and may use all plans, designs, specifications and other work product created by Consultant in providing services hereunder. Any use of such work product which includes proprietary information shall not identify DISTRICT, nor shall the manner of such use have the effect of identifying DISTRICT.

13. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC MEDIA DELIVERABLES

All completed reports and other data or documents, or computer media including diskettes and other materials provided or prepared by Consultant in accordance with this Agreement are the property of DISTRICT and may be used by DISTRICT. DISTRICT shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except use by DISTRICT on those portions of Project for which such items were prepared.

14. RESOLUTIONS OF DISPUTES, ATTORNEYS FEES

The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

15. CONFLICT OF INTEREST

Consultant will comply with all conflict of interest laws and regulations including, without limitation, DISTRICT's Conflict of Interest Code (on file in the DISTRICT Office). It is incumbent upon the Consultant to notify the DISTRICT of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant, unless as indicated in Subsection B., will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B.

Initials

- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the DISTRICT, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the staff and consultants shall be subject to the requirements set forth in the DISTRICT's Conflict of Interest Code.

16. TERMINATION OF AGREEMENT

If Consultant fails to perform his/her duties to the satisfaction of the DISTRICT or if Consultant fails to fulfill in a timely and professional manner his/her obligations under this Agreement, or if Consultant violates any of the terms or provisions of this Agreement, then DISTRICT shall have the right to terminate this Agreement effective immediately upon the DISTRICT giving written notice thereof to Consultant. In the event DISTRICT shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

Either party may terminate this Agreement on 30 days' written notice. DISTRICT shall pay Consultant for all work satisfactorily completed as of the date of notice.

DISTRICT may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased.

In the event DISTRICT terminates this Agreement:

- A. DISTRICT shall have full ownership and control of all writings which have been delivered by Consultant pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to DISTRICT pursuant to this Agreement;
- B. DISTRICT shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement provided, however, DISTRICT shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to DISTRICT such financial information as in the judgment of the DISTRICT representative is necessary to determine the reasonable value of the services rendered by Consultant.

17. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

18. REPRESENTATIVES OF THE PARTIES

The DISTRICT's representative for this Agreement is:

Rob Roberson, Interim General Manager
San Miguel Community Services District
1150 Mission Street
San Miguel CA 93451
(805) 467-3388
Email: rob.roberson@sanmiguelcsd.org

All Consultant questions pertaining to this Agreement shall be referred to the above-named person, or the representative's designee.

The Consultant's representative for this Agreement is:

<consultant firm>
<street address>
<DISTRICT, state, zip>
<phone>
<email address>

All DISTRICT questions pertaining to this Agreement shall be referred to the above-named person.

19. NOTICES

All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 17 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To DISTRICT: Rob Roberson, Interim
General Manager
San Miguel Community Services District
1150 Mission Street
San Miguel CA 93451
(805) 467-3388
Email: rob.roberson@sanmiguelcsd.org

To Consultant: _____
<consultant firm>
<street address>
<DISTRICT, state, zip>

20. ENTIRE AGREEMENT

This document, including all exhibits, contains the entire agreement between the parties and supersedes any oral or written understanding they may have had prior to the execution of this Agreement. Consultant shall be entitled to no other benefits other than those specified herein. No amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

21. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22. EMPLOYMENT STATUS

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow DISTRICT to exercise discretion or control over the

professional manner in which Consultant perform the services which are the subject matter of this Agreement, provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of DISTRICT is to ensure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were a DISTRICT employee. DISTRICT shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under DISTRICT's worker's compensation insurance plan nor shall Consultant be eligible for any other DISTRICT benefit.

23. HEADINGS, ASSIGNMENT AND WAIVER

The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part of any provision or a breach of this Agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

24. AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, DISTRICT and Consultant have executed this Agreement below:

San Miguel Community Services District

By: _____
Rob Roberson
Interim General Manager
San Miguel Community Services District

_____ Date

CONSULTANT

By: _____
<consultant name>
<consultant title, company>

_____ Date

EXHIBIT 1
SCHEMATIC DESIGN OF NEW
SAN MIGUEL WASTEWATER TREATMENT PLANT
RENOVATION / EXPANSION

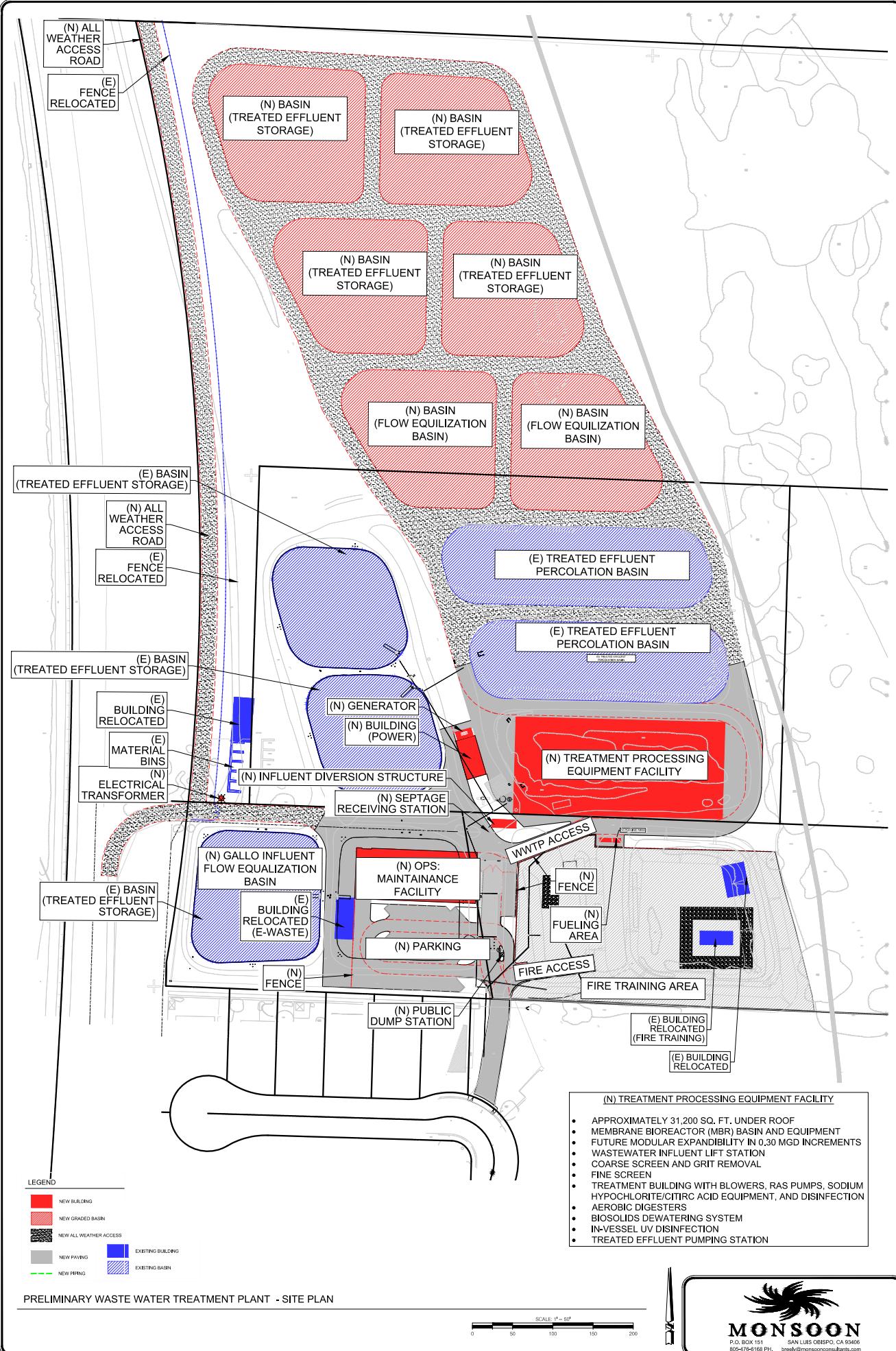


EXHIBIT 2
SCHEMATIC DESIGN OF NEW
SAN MIGUEL RECYCLED WATER (“PURPLE PIPE”)
DISTRIBUTION SYSTEM

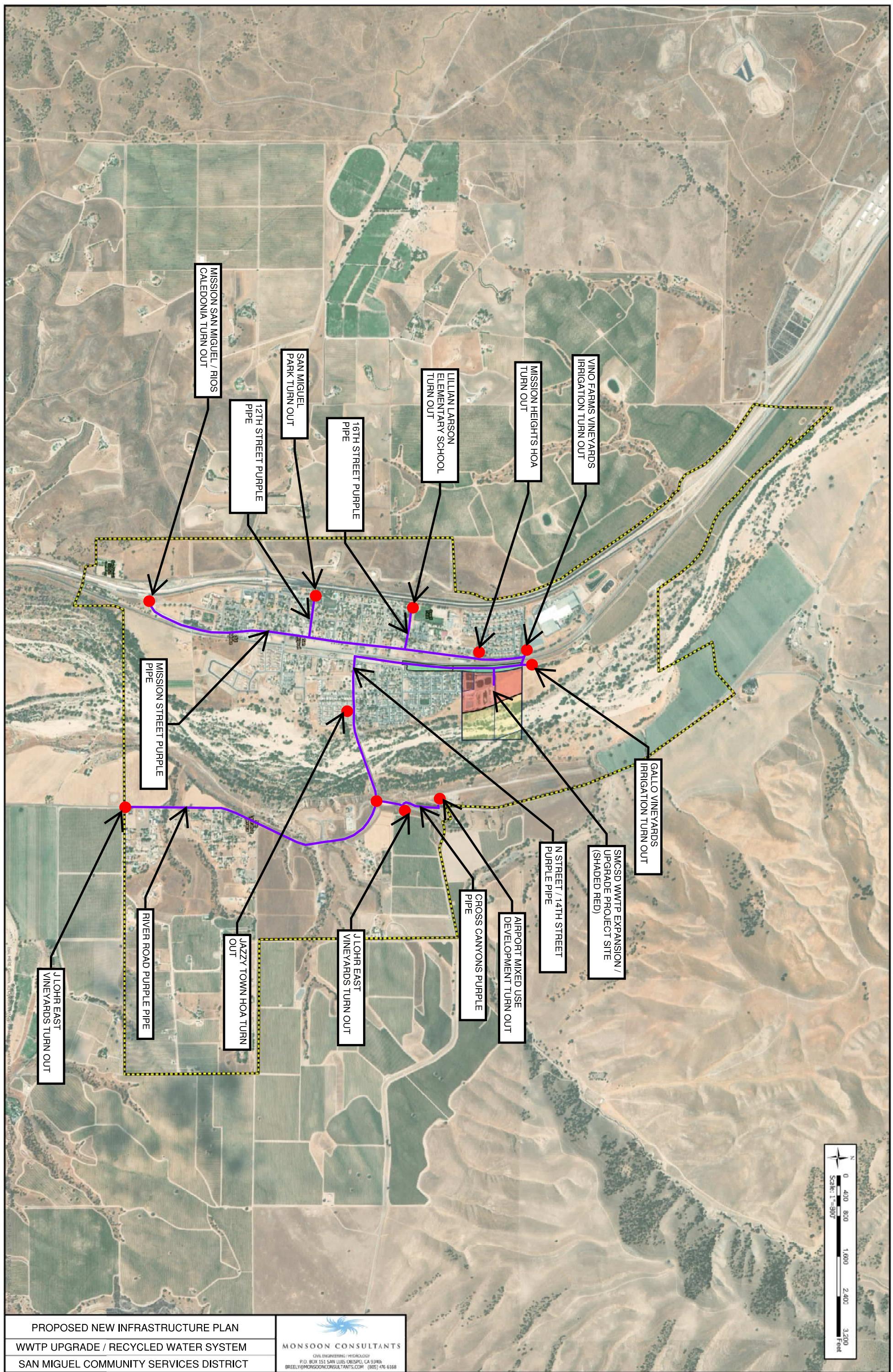


EXHIBIT 3
PROJECT TEAM ORGANIZATIONAL CHART
SAN MIGUEL WASTEWATER TREATMENT PLANT RENOVATION / EXPANSION
AND
SAN MIGUEL RECYCLED WATER (“PURPLE PIPE”)
DISTRIBUTION SYSTEM

San Miguel Community Services District WWTP Upgrade & Expansion Project DESIGN TEAM

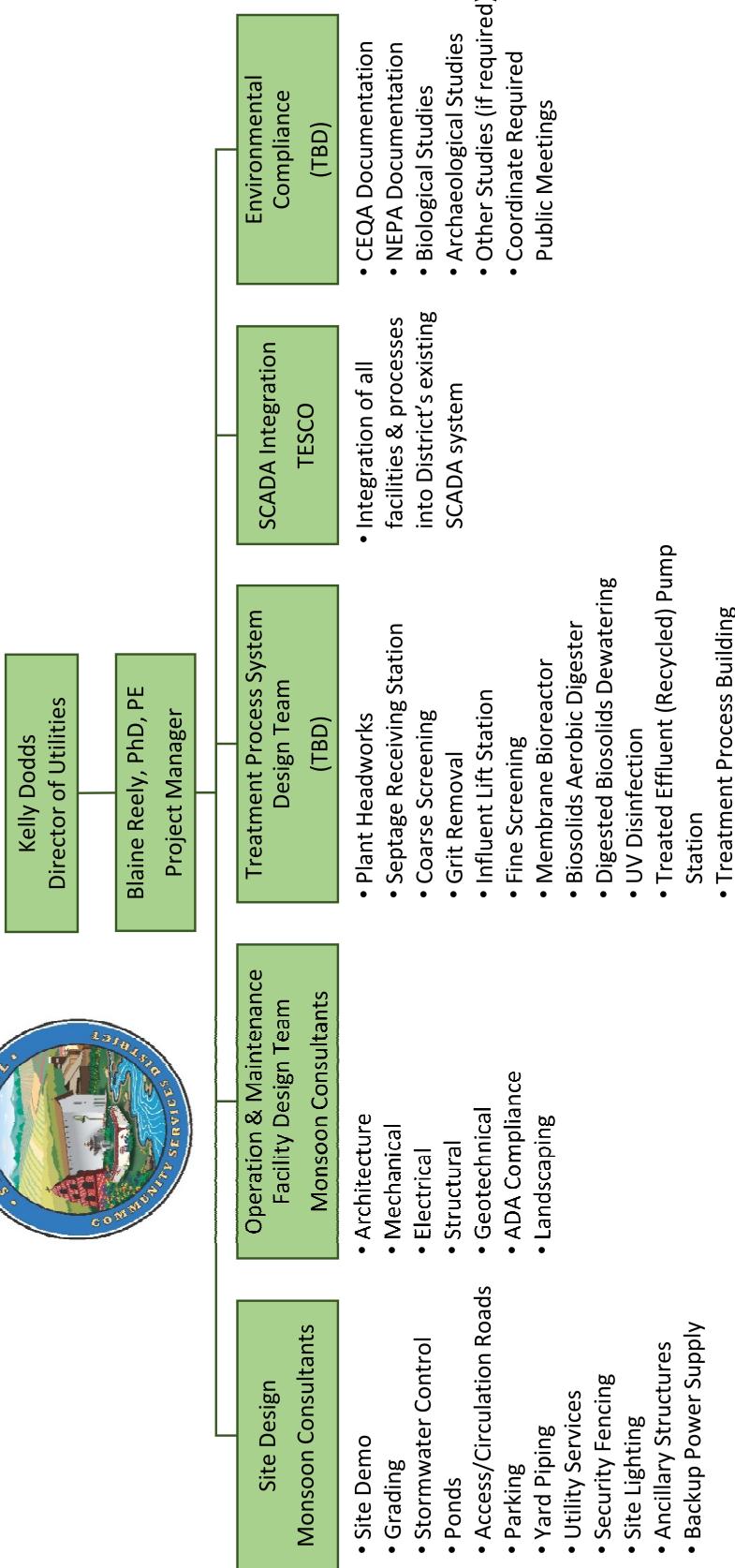


Exhibit Title:

DESIGN TEAM WORKFLOW

Developer:
SAN MIGUEL COMMUNITY SERVICES DISTRICT
WASTEWATER TREATMENT PLANT

