

# **SOUTH TAHOE PUBLIC UTILITY DISTRICT**



**Request for Proposals  
For**

## **Engineering Services for Big 5 Pump Station Condition Assessment**

**Respond to:  
Stephen Caswell, P.E., Senior Engineer  
South Tahoe Public Utility District  
1275 Meadow Crest Drive  
South Lake Tahoe, CA 96150  
(530) 543-6202  
[scaswell@stpud.dst.ca.us](mailto:scaswell@stpud.dst.ca.us)**

**No later than 4:00 p.m. Tuesday, June 13<sup>th</sup>, 2017**

**REQUEST FOR PROPOSALS**  
**ENGINEERING SERVICES FOR**  
**SOUTH TAHOE PUBLIC UTILITY DISTRICT**  
**Big 5 Pump Station Condition Assessment**

**1 Introduction**

The South Tahoe Public Utility District (District) is seeking proposals from qualified engineering firms to provide planning and design services for the District's Big 5 Pump Station Condition Assessment project. The project will evaluate the five most critical wastewater pump stations to determine the needs for increased capacity, environmental protection, safety, reliability and redundancy. The selected consultant will be engaged to assist the District to: 1) assess the condition, capacity, and reliability of each station; 2) develop and analyze alternatives for improvements at each pump station; and 3) prioritize the recommendations for implementation. The work will be performed by the selected consultant under the District's Master Services Agreement for Consulting Services (see Attachment B) and a Task Order for a defined Scope of Work.

**2 Background**

**2.1 *Big 5 Pump Stations***

The District has five pump stations which are known as the "Big 5" based on their high hydraulic capacity and criticality to the collection system. These five pump stations are the Tahoe Keys, Upper Truckee, Bijou, Johnson, and Al Tahoe pump stations. The location of each pump station within the District's collection system is shown on Figure 1. All of the pump stations, with the exception of the Tahoe Keys pump station, pump directly to the District's Wastewater Treatment Plant; the Tahoe Keys pump station pumps into the Al Tahoe basin. Each pump station has its own unique challenges that the District hopes to address through this project.

Tahoe Keys Pump Station was constructed in 1960 and consists of two non-clog centrifugal pumps in a drywell. The Peerless/Krogh pumps installed in 1997 are no longer manufactured nor are replacement parts available; the District currently has to custom fabricate any replacement parts. District crews recently retrofit the pump base due to severe cracking, so excess vibration is a concern. The firm capacity of this station is estimated to be 2,500 gpm. Based on system modeling performed as part of the District's most recent Collection System Master Plan, Tahoe Keys pump station does not have enough hydraulic capacity for the

current and future 25-year, 24-hour design storm event flows. The site is located adjacent to commercial property on the edge of a residential neighborhood.

Upper Truckee Pump Station was constructed in 1967 and consists of three non-clog centrifugal pumps in a drywell. These pumps are also Peerless/Krogh pumps which suffer the same parts availability issues as Tahoe Keys. The motors are located on the level above the pumps and are connected with long driveshafts. The driveshafts have demanded greater maintenance as well as become a major safety concern for maintenance personnel. The firm capacity of this station is estimated to be 3,500 gpm. The site is located immediately adjacent to the Upper Truckee River. While erosion protection of the river channel was previously provided, the proximity to the river is a reliability concern to the District.

Bijou Pump Station is the District's oldest pump station, constructed in 1955. This pump station has two Vaughn Chopper pumps and one Cornell pump. The firm capacity of this station is estimated to be between 2,000 and 2,400 gpm. This station pumps into two parallel force mains. This station is located in the middle of a fast food restaurant parking lot approximately 1,000 feet from the shore of Lake Tahoe. This station has a staircase entry to the wetwell, which is an ongoing maintenance and safety concern for maintenance crews. Bijou Pump Station is the only station of the Big 5 that can be removed from service for an extended period during favorable flows. Overflow piping can be configured to allow flows to the station to passively bypass the wetwell and drain to the nearby Ski Run Pump Station.

Johnson Pump Station was constructed in 1972 and consists of two Fairbanks Morse pumps and one Vaughn Chopper pump. Ragging of the pumps has been an ongoing issue at this station. The firm capacity of this station is estimated to be between 2,000 and 2,500 gpm. This station shares the same two parallel force mains as Bijou Pump Station as well as the smaller Ski Run Pump Station. This station is located in a light commercial area.

Al Tahoe Pump Station is the District's largest pump station in the collection system, originally constructed in 1960 and rehabilitated with a new wet well in 1996. This station has three submersible Flygt pumps in a large wet well, one was installed in 1997 and the other two were replaced in 2004. Ragging of the pumps has been an ongoing issue at this station. This station was originally identical to Tahoe Keys before being retrofitted. The original dry pit is now empty but contains live piping. Sewage still flows through the original wet well before reaching the new wet well, which creates ongoing maintenance issues. This station has occasional odor issues despite having an existing odor scrubber. This station is located adjacent to a residential neighborhood and a meadow and is accessed through commercial properties.

The District is soliciting consultant proposals to assess each station and to develop and evaluate alternatives to address any deficiencies identified. The District anticipates that after determining the preferred alternative, design and construction of the necessary improvements will follow.

## **2.2 General Collection System Performance Requirements**

The District is currently in the process of updating the collection system level of service objectives and plans to have them available in draft form to the selected consultant. The District does foresee receiving input from the selected consultant prior to finalizing the level of service objectives.

The District most recently developed level of service objectives as part of the 2009 Collection System Master Plan (CSMP). The primary level of service objectives identified in that effort include:

- proactively maintain the wastewater collection system to minimize service disruptions;
- respond quickly and effectively to customer complaints and system failures;
- minimize sanitary sewer overflows (SSOs);
- protect receiving waters (Lake Tahoe, Fallen Leaf Lake) and Stream Environment Zones (SEZ);
- protect community from hazards associated with collection system;
- minimize employee health and safety risks; and
- meet the requirements of the Statewide General WDR for Sanitary Sewer Systems (SSMP).

Additional information on the District's level of service objectives can be found in the 2009 CSMP and is included in Attachment A.

The existing criteria should be used by the consultant in the preparation of the proposals. The updated objectives shall be used for the assessments and the development of alternatives for each pump station.

## **2.3 Project Funding Requirements**

The District plans to seek outside funding for construction of these projects. While the source of funding has yet to be determined, the District expects the Clean Water State Revolving Fund (SRF) may be the funding source for construction of the pump station improvements. Therefore, the alternatives evaluations must meet the requirements of the Clean Water SRF Technical Package. The District will lead the effort for preparing the complete SRF application package.

## **3 Scope of Work**

The Consultant awarded this contract will have the following general responsibilities:

- Collecting data and performing site investigations;
- Assisting the District in finalizing level of service objectives relevant to the pump stations;
- Assisting the District to identify and evaluate alternatives for rehabilitation or replacement of the facilities;
- Completing preliminary property, environmental, and regulatory assessments necessary to inform the selection of the preferred alternative;
- Developing an evaluation format and recommending a preferred alternative for each pump station, identifying the necessary improvements to implement the preferred alternative, and providing a planning level cost estimate for the preferred alternative;
- Providing meeting minutes for key meetings with District's team;

The District anticipates that the projects will be conducted in three phases: 1) condition assessment and alternatives evaluation; 2) design; and 3) construction. The proposals submitted and the initial contract with the selected consultant will only cover the first phase. Phase two may be further divided into additional phases depending on various factors including, but not limited to, the recommendations from phase 1 and available funding.

As currently envisioned by the District, the Big 5 Pump Station Condition Assessment includes the following tasks, with the associated deliverables identified. The consultant may also include additional tasks they deem necessary for a complete project.

#### Task 1: Data Collection and Review

- Collect and review facility-specific data regarding the performance and condition of existing facilities.
- Perform preliminary investigations of existing pump stations.
- Assist in the development of level of service objectives, goals, performance indicators, and metrics related to the pump stations.
- Perform comprehensive condition assessments of each station including physical mortality, capacity (including pump testing),

functionality (including monitoring and instrumentation), reliability, and financial efficiency of the equipment, structures, site, and associated appurtenances.

- Provide results of condition assessment in a numeric system that helps demonstrate the overall condition as well as the condition of the various components of the pump stations.

### Task 2: Alternatives Evaluation

- Develop specific design criteria for each pump station.
- Develop recommendations for improvements to meet the design criteria, address current deficiencies, or improve efficiency, safety, redundancy, or reliability for each pump station. For comparison purposes, the recommendations should be grouped to form alternatives for each pump station. The alternatives must be compared to a “No Project” alternative.
- Develop planning level costs for the alternatives.
- Identify and assess environmental and/or permitting considerations for each alternative.
- Provide alternatives evaluation and recommend a preferred alternative for each station.
- Prioritize each of the preferred alternatives based on various criteria, including but not limited to need, cost, and complexity.
- Develop a draft technical memorandum summarizing the alternatives evaluation. Include all assumptions for each alternative.
- Hold a workshop to discuss alternatives and review District comments.
- Provide final technical memorandum incorporating all District comments. Include 10% design of the preferred alternative in the final technical memorandum.

## **4 Deliverables**

At a minimum, the Consultant shall be required to provide the following deliverables for the Big 5 Pump Station Condition Assessment. All deliverables shall be provided electronically in portable document format, unless otherwise specified.

- Draft Technical Memorandum of condition assessment;
- Final Technical Memorandum of condition assessment;
- Draft Technical Memorandum of alternatives analysis;
- Final Technical Memorandum of alternatives analysis including 10% design drawings of recommended alternative;

## **5 District Project Team and Resources Available**

Stephen Caswell will be the District's Project Manager and will be the principal point of contact for the selected consultant. The Project Manager will have overall responsibility and accountability for the project. District staff assisting Mr. Caswell will include: Mr. John Thiel, P.E., Engineering Department Manager; Ms. Julie Ryan, Principal Engineer; Mr. Trevor Coolidge, Associate Engineer; Mr. Chris Stanley; Manager of Field Operations; and Mr. Phill Torney, Pump Station Supervisor.

The District will make the following resources available for consultants to review:

- Wastewater Collection System Master Plan (2009)

## **6 Technical Proposal**

To be considered for Engineering Services, a **Technical Proposal and Cost Proposal** must be submitted in two separate envelopes. The Technical Proposal shall be a maximum of twelve (12) pages, plus an initial projection of workload requirements, project schedule, and appendix material. A typical Technical Proposal should follow the format provided below.

- Transmittal Letter (no more than 2 pages): Include any information you believe should be highlighted from your proposal or any key considerations for the selection committee to consider that are not covered in the proposal requirements. Consultant will also include in the transmittal, any exceptions taken to the District's Standard Consulting Agreement (see Attachment B).
- Firm Experience: Provide a general overview of your firm and the firm's experience providing engineering planning and design services for wastewater collection systems highlighting the firm's experience with pump stations and condition assessments. List at least three relevant engineering planning and design projects successfully completed by your firm over the past five years and provide references for each project. In the Appendices, submit examples of condition assessment summaries for similar projects. Please limit the examples to only those sheets necessary to demonstrate the level of detail of the information collected in a typical condition assessment.

- **Firm's Approach to Project:** Consultant shall describe its approach in implementing and managing the project to a successful completion. This includes how the consultant shall meet the stated goals within the scheduled time of completion, the ability to work with a multi-disciplinary project team, including District Staff, and other consultants if necessary.
- **Project Team:** Describe your project team, including title, office location and contact information. Include the key individuals and sub-consultants that will actually be responsible for conducting the project's technical activities and for management of the project. Include a table for the project manager and key staff listing the percent-time availability for this project and total commitment level of all other projects for each individual for the duration of the project. An organization chart should be provided showing the interrelation of all the project team members, both District and Consultant.
- Provide a table showing an initial estimate of the manhour requirements for the project. The initial projection should be an itemized staffing breakdown in spreadsheet form, indicating personnel title and estimated hours for each project team member on a per task and total project basis. This section will not include any estimates of labor costs and is not included in the 12 page limit.
- Provide a list of documents or information the District will need to provide so that the consultant has sufficient information to complete the required scope of services within your proposed hours.
- Appendix materials may be provided, but is not required other than specifically identified, in addition to the twelve-page proposal limit. Additional appendix material may not be read and if submitted should be limited to resumes of proposed key staff relevant to the scope of work.

## **7 Cost Proposal**

The **Technical Proposal and Cost Proposal** must be submitted in two separate envelopes. The Cost Proposal shall include the cost to be charged to the District by task and total proposed project cost on a time and materials basis. The cost proposal shall identify hourly labor rates and expenses including travel. Cost proposals will not be opened until after each firm response has been reviewed and ranked and the firm deemed most qualified has been selected. Only the cost proposal for the selected firm will be opened and will form the basis for negotiations for the contract.

## **8 Schedule**

The schedule for the proposal solicitation, review and consultant selection portion of this project is as follows:

- RFP Solicitation 5/15/17 – 6/13/17
- Submittal Review 6/14/17 – 6/22/15
- Interviews (if required) 6/29/17
- Notify Successful Firm 6/30/17
- Negotiate Contract 7/3/17 to 7/10/17
- Present to Board for Approval 7/20/17
- Notice to Proceed 7/26/17
- Completion of Task 1 10/30/17
- Completion of Task 2 1/31/18

## **9 Evaluation Criteria**

District staff will make a recommendation to its Board of Directors for selection of a Consultant to complete the Big 5 Pump Station Condition Assessment at the July 20, 2017 regular meeting. Staff recommendation will be based on review of the Technical Proposal, focusing on the firm's approach to the project, relevant project team experience, and demonstrated ability to meet the desired schedule.

## **10 Submittals**

Interested parties shall submit six (6) hard copies and one (1) electronic copy in PDF format of their Technical Proposal, and one (1) hard copy of their Cost Proposal to the District by no later than 4:00 p.m., Tuesday, June 13, 2017. Both the Technical Proposal and Cost Proposal shall be presented in a sealed Submittal Envelope labeled "Big 5 Pump Station Condition Assessment Proposal" and addressed as follows:

South Tahoe Public Utility District  
Attention: Stephen Caswell  
1275 Meadow Crest Drive,  
South Lake Tahoe, CA 96150  
(530) 544-6474

Technical Proposals shall not exceed twelve (12) pages in length (plus an initial estimate of workload requirement, project schedule and appendix material) using a minimum 11-point font size type. Resumes may also be included in the appendix and will not be counted within the 12-page Technical Proposal limit. Accompanying Cost Proposals shall be provided in a separate sealed envelope within the Submittal Envelope.

Attachment A

Figures

Figure 1



"Big 5" Pump Stations and Force Mains

Table 1. Level of Service Categories

Service Level Category	Service Level		Performance Indicators	Data
	Objective	Quantitative		
Collection System Service	<ul style="list-style-type: none"> <li>Proactively maintain the wastewater collection system to minimize service disruptions.</li> </ul>	<ul style="list-style-type: none"> <li>Number of stoppages per 100 miles of sewer per year shall be less than reported national averages</li> </ul> <p>Note: These performance indicators are based on national averages from recent WERF and ASCE collection system studies</p>	<ul style="list-style-type: none"> <li>Perform 100% of collection system focused or "enhanced cleaning areas" cleaning on schedule</li> <li>Perform 100% of grease interceptor inspections on schedule</li> <li>Perform 80% of collection system cyclic cleaning on schedule</li> <li>Perform 80% of pump station scheduled maintenance on schedule</li> </ul>	<ul style="list-style-type: none"> <li>Number of stoppages</li> <li>Results of stoppage investigations and resolutions</li> <li>Number of repeat stoppages</li> <li>Cleaning WO histories</li> <li>PS WO histories</li> <li>Grease inspection WO histories</li> </ul>
	<ul style="list-style-type: none"> <li>Respond quickly and effectively to customer complaints and system failures.</li> </ul>	<ul style="list-style-type: none"> <li>80 percent of reported problems or alarms will be responded to within one hour.</li> <li>80 percent of problems will have service reinstated within four hours.</li> </ul>	<ul style="list-style-type: none"> <li>Problem response histories</li> <li>Alarm response histories</li> </ul>	<ul style="list-style-type: none"> <li>Complaint logs</li> <li>SCADA logs</li> </ul>
Community Health and Safety & Environment	<ul style="list-style-type: none"> <li>Minimize sanitary sewer overflows (SSOs),</li> </ul>	<ul style="list-style-type: none"> <li>The number of dry weather SSOs per 100 miles of sewer per year shall be less than reported national averages.</li> <li>Zero wet weather SSOs for storms less frequent than 25-year, 24-hour design rain event</li> </ul>	<ul style="list-style-type: none"> <li>Number of SSOs</li> <li>Two levels of redundancy at pump stations (i.e. generator, bypass capability, storage)</li> <li>Standby pumps at all pump stations.</li> </ul>	<ul style="list-style-type: none"> <li>SSO reports</li> <li>Implementation of CIPs</li> <li>Precipitation data</li> </ul>
	<ul style="list-style-type: none"> <li>Protect receiving waters (Lake Tahoe, Fallen Leaf Lake) and Stream Environment Zones (SEZ).</li> </ul>	<ul style="list-style-type: none"> <li>No "beach" closures or SSO notifications in SEZ</li> <li>Meet SWRCB requirements for bacteriological indicators</li> </ul>	<ul style="list-style-type: none"> <li>Number of beach closures or SEZ notifications, locations, durations</li> </ul>	<ul style="list-style-type: none"> <li>Volumes of spills</li> <li>Water quality sampling reports</li> </ul>
	<ul style="list-style-type: none"> <li>Protect community from hazards associated with collection system</li> </ul>	<ul style="list-style-type: none"> <li>No public injuries</li> </ul>	<ul style="list-style-type: none"> <li>Number of car accidents associated with District</li> <li>Number of District facility intrusions</li> </ul>	<ul style="list-style-type: none"> <li>Car accident histories</li> <li>Other injury histories</li> <li>No hazardous materials (except fuel)</li> </ul>
Employee Health and Safety	<ul style="list-style-type: none"> <li>Minimize employee health and safety risks.</li> </ul>	<ul style="list-style-type: none"> <li>Injury and Illness Incident rate less than industry standard.</li> <li>100% compliance with confined space entry procedures</li> </ul>	<ul style="list-style-type: none"> <li>Injury and Illness Incident rate</li> <li>Confined space entry permits</li> <li>Employee safety training.</li> <li>Safety equipment inventory</li> </ul>	
Regulatory Requirements	<ul style="list-style-type: none"> <li>Meet the requirements of the Statewide General WDR for Sanitary Sewer Systems (SSMP).</li> </ul>	<ul style="list-style-type: none"> <li>Complete SSMP according to schedule</li> <li>Submit SSMP audits as required by the State WDR</li> </ul>	<ul style="list-style-type: none"> <li>SSMP completion/update dates</li> <li>SSMP audit dates</li> </ul>	
	<ul style="list-style-type: none"> <li>Report all overflows as required by State</li> </ul>	<ul style="list-style-type: none"> <li>Report SSOs within 2 hours per State requirements</li> </ul>	<ul style="list-style-type: none"> <li>SSO reporting log</li> </ul>	<ul style="list-style-type: none"> <li>SSO reports</li> </ul>
Customer Service	<ul style="list-style-type: none"> <li>Provide efficient and timely service to customers</li> </ul>	<ul style="list-style-type: none"> <li>Respond to connection permits within 7 days</li> </ul>		

## Attachment B

# South Tahoe PUD Standard Consulting Agreement

**MASTER AGREEMENT  
FOR  
CONSULTING SERVICES**

**INSERT NAME OF FIRM**

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ by and between South Tahoe Public Utility District, hereinafter referred to as "DISTRICT" and **INSERT NAME OF FIRM**, hereinafter referred to as "CONSULTANT".

**RECITALS**

- A. DISTRICT periodically makes improvements to its water, wastewater and ancillary facilities, for which it may require the services of a consultant.
- B. DISTRICT proposes to provide a MASTER AGREEMENT for consulting services which will be required by DISTRICT in general support of projects under separate titles (Task Orders). The general scope of services outlined in this MASTER AGREEMENT will be further defined by a series of Task Orders which will set forth the services to be performed (detailed scope), costs, and time for completion.
- C. DISTRICT desires to secure professional consulting services for said projects and CONSULTANT represents that CONSULTANT possesses the professional qualifications to provide such consulting services.
- D. DISTRICT and CONSULTANT agree to enter into this MASTER AGREEMENT for the performance of consulting services on the terms and conditions stated in this MASTER AGREEMENT.

NOW THEREFORE, for and in consideration of their mutual promises and subject to the terms, provisions and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

**ARTICLE I. - CONSULTING SERVICES**

- A. Upon execution of this agreement and subsequent Task Orders by both parties, and upon receipt of written authorization from DISTRICT, CONSULTANT at CONSULTANT's sole cost and expense (to be reimbursed as outlined in ARTICLE IV) and to the satisfaction of DISTRICT, shall perform the services (Services) set forth in each Task Order and represented by a separate proposal for each Task Order. The Services shall be assigned to CONSULTANT by DISTRICT for the various projects as planned and developed by DISTRICT. Each Task Order shall specify the Services to be performed, the time schedules for completion of the Task Order and for completion of all tasks (Tasks) within the Task Order, and the cost (Cost Ceiling) including all fees, costs and expenses, both direct and indirect, of the Task Order, but shall otherwise be governed by the terms and conditions of this Agreement, as modified by the individual Task Orders. Task Orders shall be in

writing, signed by both parties in advance, and shall be attached to this Agreement as consecutive exhibits beginning with Task Order 1.

- B. CONSULTANT agrees to comply with the schedule as set forth in each Task Order, and to provide Services in a timely manner to allow DISTRICT's project(s) to be constructed as planned by DISTRICT.

In the event CONSULTANT is not able to comply with the project schedule, a written statement from CONSULTANT will be required showing CONSULTANT's plan to bring schedule back into compliance to meet completion date. In the event of delays due to causes beyond the control of CONSULTANT, an extension to the schedule for performance shall be negotiated.

- C. CONSULTANT shall provide DISTRICT with a review of the budget amount when 75% of the Cost Ceiling of each Task Order has been expended. CONSULTANT shall be entitled to reallocate costs among subtasks within a Task. DISTRICT shall have the right to transfer Tasks and costs within the same or other Task Order(s).

CONSULTANT may request a revision in the Cost Ceiling for performance of the Task Order, and will relate the rationale for the revision to the specific basis of estimate. Such notification will be submitted to DISTRICT at the earliest possible date. The Cost Ceiling will not be exceeded without approval by DISTRICT and written amendment to the Task Order.

- D. In the case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify the DISTRICT of the identified changes and advise the DISTRICT of a recommended solution. Additional Services shall not be performed without prior written authorization of DISTRICT.

DISTRICT may order, via a written amendment signed by each party's authorized representative, changes in scope or character of Services, either decreasing or increasing the amount of CONSULTANT'S services associated with a given Task Order. An order for additional services constitutes a change to the Task Order and shall be made in writing, dated, and appended to that Task Order.

Compensation for Additional Services shall be on the basis of Time and Materials or Lump Sum, to be agreed upon at the time of request for Additional Services. The estimated amount of compensation for Additional Services will be determined at the time the Additional Services are requested.

## **ARTICLE II. - RESPONSIBILITIES OF DISTRICT**

- A. DISTRICT shall furnish to or make available for examination by CONSULTANT, as it may request, all data and information which DISTRICT may have available, and CONSULTANT may rely upon such data and information developed exclusively by DISTRICT in the performance of CONSULTANT's services.

- B. DISTRICT shall secure and pay for all permits and licenses (other than permits and licenses under any patent or invention) and furnish all deposits and bonds necessary in connection with the Projects, except licenses required to permit CONSULTANT to do business at the place where its services are to be performed. CONSULTANT will assist DISTRICT in procuring necessary licenses or permits if required by DISTRICT to do so.
- C. In order that DISTRICT may meet its obligations with respect to the technical quality of the services to be performed under this Master Agreement, the services performed by CONSULTANT under this Agreement shall be under the general supervision and direction of the DISTRICT's General Manager/Engineer (DISTRICT REPRESENTATIVE), who shall be Mr. Richard H. Solbrig. CONSULTANT and its officers, employees, agents, affiliates, and subcontractors shall act in complete harmony and coordination with the DISTRICT REPRESENTATIVE. The DISTRICT REPRESENTATIVE shall keep in touch with the CONSULTANT during the duration of the Task Orders and shall be the authorized medium of communication for and with District matters pertaining thereto. DISTRICT REPRESENTATIVE may from time to time delegate any or all of his supervisory responsibility to appropriate staff members, and the DISTRICT shall so inform CONSULTANT before the effective date of each such delegation.

### **ARTICLE III. - RESPONSIBILITIES OF CONSULTANT**

- A. In rendering the professional services, CONSULTANT is an independent contractor, the DISTRICT being interested only in the result obtained, and the manner and means of conducting such professional services will be under the sole control of CONSULTANT, except that nothing herein shall be deemed to negate DISTRICT's right to direct the nature of the Services requested and to direct the work in terms of timing and coordination with the Projects.
- B. CONSULTANT shall secure approval of DISTRICT prior to executing contracts with subcontractors and prior to retaining subcontractors for any portion of services for DISTRICT.
- C. CONSULTANT shall be as fully responsible to DISTRICT for the negligent acts, errors, and/or omissions of its subcontractors, as it is for the negligent acts, errors and/or omissions of persons directly employed by it. CONSULTANT will be responsible for review and billing accuracy and for the direct payment for Services completed or equipment/materials supplied by all of its subcontractors.
- D. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and DISTRICT.
- E. Indemnification
  - 1. CONSULTANT shall perform Services in a manner commensurate with prevailing professional standards of qualified and experienced personnel in CONSULTANT'S field.

2. CONSULTANT agrees to defend, indemnify and hold DISTRICT and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorney's fees and costs of defense) stemming from Services under this Agreement to the extent such claims, damage, liability or costs are caused by CONSULTANT'S negligence, recklessness or willful misconduct or by the negligence, recklessness or willful misconduct of CONSULTANT'S subconsultants, agents, or anyone acting on behalf of or at the direction of CONSULTANT.
3. DISTRICT agrees to defend, indemnify and hold CONSULTANT and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorney's fees and costs of defense) stemming from Services under this Agreement to the extent such claims, damage, liability or costs are caused by DISTRICT'S negligence, recklessness or willful misconduct or by the negligence, recklessness or willful misconduct of the DISTRICT'S subconsultants, agents, or anyone acting on behalf of or at the direction of the DISTRICT.
4. The provisions of this section survive the completion of services under or the termination of this Agreement.

F. Insurance: The following are the basic requirements that CONSULTANT shall be responsible for at CONSULTANT's sole cost and expense, and for the full term of this Agreement and before commencement of services hereunder:

1. CONSULTANT shall carry or require that there be carried Worker's Compensation Insurance for all of its employees and those of its subcontractors in accordance with the laws of the State of California.
2. CONSULTANT shall carry or require that there be carried Commercial Liability Insurance, including Automobile Coverage, in an amount not less than \$5,000,000 for each person, in an amount not less than \$5,000,000 on account of one accident, and Property Damage Insurance in an amount not less than \$5,000,000 single limit Bodily Injury and Property Damage Insurance per occurrence.
3. CONSULTANT shall carry Errors and Omissions Insurance in an amount not less than \$5,000,000 with a deductible of not more than \$500,000 for the life of the Agreement which shall include one year beyond completion of Services.
4. Before commencing services, CONSULTANT shall submit evidence of the coverage required to DISTRICT for review and approval. All such coverage shall be subject to approval by DISTRICT; approval of which shall not be unreasonably withheld. Such insurance shall be carried with financially responsible insurance companies, licensed in the State of California, and approved by DISTRICT; approval of which shall not be unreasonably withheld. Evidence of coverage shall insure that such policies will not be canceled without 30 days prior written notice to DISTRICT. Commercial Liability policies,

including Automobile Coverage and Property Damage Insurance, shall name DISTRICT, its officers, officials, volunteers, and employees as Additional Insured and as such persons, shall be Primary coverage.

5. It is the responsibility of the CONSULTANT to provide to the DISTRICT updated insurance certificates within 30 days after renewal or changes to insurance policies.
  6. CONSULTANT shall grant to the DISTRICT a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer.
  7. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the DISTRICT shall be named as an additional insured on insurance required from subcontractors.
  8. The District reserves the right to modify insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- G. CONSULTANT shall comply with all applicable laws, ordinances and codes of the Federal, State of California, and local governments. CONSULTANT shall hold DISTRICT harmless with respect to any damages to the extent arising from any tort committed in the performance of any of the services embraced by this AGREEMENT due to CONSULTANT's negligence.
- H. CONSULTANT is responsible for the health and safety of its employees, subconsultants, agents or anyone working on behalf or direction of Consultant in the course of Services. CONSULTANT shall ensure that its employees, subconsultants, agents or anyone working on behalf of or under the direction of Consultant shall have experience and knowledge of Federal, State and local Health and Safety regulations and requirements.
- I. CONSULTANT and its associates and employees involved in projects covered under this Master Agreement covenant that they presently have no interest and that they will not acquire any interest, direct or indirect, during the term of this Agreement which would conflict in any manner or degree with the performance of services required under this Agreement.
- J. CONSULTANT will name the supervisory and staffing levels in the performance of CONSULTANT's services for each Task Order. CONSULTANT shall not replace supervisory or staffing levels without the prior written consent of DISTRICT. In the event a change is required by reason of resignation or similar circumstance, DISTRICT shall not deny consent to a change, but shall have the right to review and approve or disapprove the particular person proposed as a replacement. Any proposed replacement shall have substantially the same experience and qualifications as the person being replaced.

- K. CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the services to be performed under this Agreement. CONSULTANT shall give its full attention and supervision to the fulfillment of the provisions of this Agreement and each Task Order by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.
- L. CONSULTANT shall furnish DISTRICT with reasonable opportunities from time to time to ascertain whether the Services of CONSULTANT are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by DISTRICT. DISTRICT's review and approval of the Services shall not, however, relieve CONSULTANT of any of its obligations under this Agreement.
- M. The DISTRICT participates in the CalPERS retirement system. It is the responsibility of CONSULTANT to ensure that staff working on DISTRICT projects and receiving CalPERS pension benefits do so in accordance with CalPERS rules and regulations. DISTRICT shall incur no cost associated with pension benefits of a person receiving pension benefits from CalPERS.

**ARTICLE IV. - CONSULTANT'S FEES**

- A. CONSULTANT is employed to render professional services only, and any payments made to it are compensation only for such Services as it may render and recommendations it may make in carrying out the Services.

CONSULTANT shall submit to DISTRICT an estimate of costs for the authorized Task Order. Said estimate shall include a breakdown of estimated job classification with corresponding man hours, hourly rate, and estimated fee, together with estimated expenses. Upon approval by DISTRICT, said total estimate shall become a Cost Ceiling, and total compensation for said Services shall not exceed said amount without further authorization by DISTRICT. DISTRICT shall be obligated to pay only such hourly rates and expenses as are actually incurred by CONSULTANT subject to the Cost Ceiling.

The rates of compensation in the Task Order are agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Services contained therein. CONSULTANT'S obligation to render services thereunder will extend for the period set forth in the associated schedule, and required extensions thereto. If such dates are exceeded through no fault of CONSULTANT, then all rates, measures and amounts of compensation provided in the Task Order shall be subject to equitable, negotiated adjustment, but not otherwise.

- B. DISTRICT agrees to pay CONSULTANT for and in consideration of the faithful performance of all services and duties set forth in this Master Agreement and subsequent Task Orders, and agreed to be performed by CONSULTANT. CONSULTANT agrees to accept payment from DISTRICT as and for full compensation for the faithful performance of all said services and duties as the amount

set forth for consulting services for each Task Order.

- C. The DISTRICT will not approve any additional compensation unless a change in the scope of the Services has occurred due to conditions that the parties could not have reasonably anticipated at the time entering into this Agreement. CONSULTANT shall notify DISTRICT immediately if the scope of services under the lump sum Task Order is changed substantially, as required in Article I, Paragraph D.
- D. CONSULTANT shall submit to DISTRICT a monthly, itemized invoice for services completed during the preceding month. The invoice should also include the purchase order number and task order number for each Task Order. Payment by DISTRICT to CONSULTANT shall be made within 45 days after receipt and approval by DISTRICT of CONSULTANT's hereinabove described invoice.
- E. Should the DISTRICT dispute any portion of any bill, the DISTRICT shall pay the undisputed portion within the time frame stated above and, at the same time, advise the CONSULTANT in writing of the disputed portion. The DISTRICT shall promptly notify CONSULTANT of the dispute and request clarification and/or remedial action. After any dispute has been settled, CONSULTANT shall provide a special invoice that accounts for the resolution of the disputed item.
- F. The costs for professional services and direct expenses shall be in accordance with the rates and amounts set forth in the applicable Task Order. In addition, the DISTRICT reserves the right to request from the CONSULTANT a breakdown of costs associated with the rates for professional services, including but not limited to direct salary, total overhead, and profit.
- G. CONSULTANT shall be solely responsible for the payment of all federal, state or local income tax, social security tax, worker's compensation insurance, state disability insurance and any other taxes or insurance which CONSULTANT is responsible for paying as an independent contractor under federal, state or local law. CONSULTANT shall procure and maintain all licenses necessary for the performance of the Services, all at the sole cost of CONSULTANT. All of the above shall not be reimbursable under the Agreement.

#### **ARTICLE V. - MISCELLANEOUS PROVISIONS**

- A. Any Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- B. Notice to Proceed - CONSULTANT will not begin services on any Task Order until DISTRICT directs it in writing to proceed.
- C. Submittal of Work Product and Written Notice - All reports and documents which CONSULTANT is required to furnish to DISTRICT (Work Product) and any other writing which CONSULTANT desires to give DISTRICT shall be delivered to DISTRICT or by depositing same in the United States mail, postage prepaid, addressed to:  
General Manager

South Tahoe Public Utility District  
1275 Meadow Crest Drive  
South Lake Tahoe, CA 96150

Any legally operative documents shall be copied to:  
Brownstein Hyatt Farber Schreck, LLC  
21 E. Carrillo Street  
Santa Barbara, CA 93101-2782

Any notices or other writing which DISTRICT desires or is required to give or furnish to CONSULTANT shall be delivered to CONSULTANT by delivering in person or by depositing same in the United States mail, postage prepaid, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The effective date of such written notice shall be the date of personal delivery of such notice or the receipt of same in the United States mail. The address to which any notice or other writing may be delivered may be changed upon written notice by such party as above provided.

- D. Ownership of Documents - All documents prepared by CONSULTANT and required to be furnished to DISTRICT in electronic and hard copy format, shall be the property of DISTRICT after payment to CONSULTANT. All electronic documents shall be provided to the District in an editable format. Any use of Work Product for other projects and/or any use of uncompleted documents without specific written authorization from CONSULTANT will be at DISTRICT's sole risk and without liability or legal exposure to CONSULTANT and DISTRICT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
- E. Audit of CONSULTANT's Records - The books, papers, records, and accounts of CONSULTANT or any other consultants retained by CONSULTANT insofar as they relate to charges for services, or are in any way connected with the work herein contemplated, shall be open at all reasonable times to inspection and audit by the agents and authorized representatives of DISTRICT. Said records shall be retained for a minimum of five (5) years after completion of services on the individual Task Orders.
- F. Discrimination - During the term of this Agreement, CONSULTANT agrees in accordance with Section 1735 of the Labor Code of the State of California not to discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sex, or marital status. CONSULTANT will take affirmative action to the limits prescribed by law to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sex, or marital status.

- G. Assignment - Neither party shall assign any interest in this Agreement, nor transfer any interest in the same (whether by assignment or novation), without the prior written consent of the other party; provided, however, that claims for money due or to become due CONSULTANT from DISTRICT under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to DISTRICT.
- H. Attorney's Fees - If any legal proceeding is brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to recover actual attorneys' fees and costs, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall be made as to fully reimburse for all attorneys', paralegal and experts' fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys', paralegal and experts' fees, costs and expenses paid or incurred in good faith.
- I. Confidential Information - During and after the term of this Agreement, CONSULTANT shall not, directly or indirectly, use, exploit, disclose or divulge to anyone, except appropriate representatives of DISTRICT, any of CONSULTANT'S engineering Work Product, except as otherwise authorized with DISTRICT's express consent.
- J. Authorization - All officers and individuals executing this and other documents on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- K. Time of the Essence. Time is of the essence in the performance of this Agreement and each Task Order. Any breach of any time deadline or schedule by CONSULTANT is agreed by the parties to be a material breach of this Agreement, providing DISTRICT with termination rights under this Agreement, in addition to its rights to recover damages, regular, consequential or otherwise. The failure on the part of CONSULTANT to perform the Services within such time deadline or schedule when such failure is caused by acts beyond the control of CONSULTANT shall not be considered a breach of this Agreement and CONSULTANT shall be entitled to an extension of such time deadline or schedule accordingly.

#### **ARTICLE VI. - CANCELLATION OF AGREEMENT OR SUSPENSION OF WORK**

- A. This Master Agreement and/or subsequent Task Orders may be terminated in whole or in part in writing by either party for any reason, providing that no such termination may be effected unless the other party is given not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- B. This Master Agreement and/or subsequent Task Orders may be terminated in whole or in part in writing by DISTRICT for cause, effective immediately upon written notice of such termination to CONSULTANT, based upon the occurrence of any of the following events:

- 1) Material breach of this Agreement, Task Order or Task by CONSULTANT;
  - 2) Cessation of CONSULTANT to be licensed, as required by law;
  - 3) Failure of CONSULTANT to substantially comply with any applicable federal, state or local law or regulation;
  - 4) Filing by or against CONSULTANT of any petition under any law for the relief of debtors; and,
  - 5) Conviction of CONSULTANT's principal representative or personnel of any crime other than minor traffic offenses.
- C. In the event the Master Agreement or subsequent Task Order(s) are terminated in whole or in part, CONSULTANT is to be fairly compensated for all approved Services performed under the terminated Task Order as of the termination date, provided that the total amount of compensation paid to CONSULTANT does not exceed the Cost Ceiling set forth in the Task Order, and provided that the CONSULTANT delivers to the District all Work Product due for the Services completed through the termination date.
- D. Upon receipt of a Termination Notice by CONSULTANT from DISTRICT, an equitable adjustment shall be negotiated to provide payment to CONSULTANT for termination settlement costs reasonably incurred by CONSULTANT relating to obligations and commitments as a result of entering into this Master Agreement and the affected Task Order.
- E. Upon receipt of a Termination Notice, CONSULTANT shall (1) promptly discontinue all services affected (unless the Notice directs otherwise), and (2) deliver or otherwise make available to DISTRICT, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the services under the affected Task Order.

#### **ARTICLE VII. - DISPUTES**

- A. All disputes arising out of or relating to this Agreement or subsequent Task Orders, or the professional services rendered hereunder, shall be determined by arbitration in El Dorado County, California, before a sole arbitrator, in accordance with the laws of the State of California.
- B. The arbitration shall be administered by JAMS® pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.
- C. Costs and attorneys fees in said arbitration shall be borne in accordance with the terms set forth in Article V.H., above.

**ARTICLE VIII. – SEVERABILITY AND WAIVER**

- A. If any provision of this Agreement is held to be invalid and unenforceable, the remainder of this Agreement shall be valid and binding upon the parties, provided that the remainder of the Agreement can be interpreted to give effect to the intentions of the parties.
- B. Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not invalidate this Agreement or be deemed to be a waiver with respect to any subsequent breach, default or matter.

**ARTICLE IX. - ENTIRE AGREEMENT**

- A. This Master Agreement and the subsequent Task Orders contain the entire understanding between the parties with respect to the subject matter herein. This Agreement may not be amended except pursuant to a written instrument signed by all parties.
- B. This Master Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other party, subject to the terms of Article V.G.
- C. The term of this Agreement shall commence upon the date first written above and shall continue in full force and effect for a period no longer than 10 years, unless sooner terminated as provided herein. Any subsequent Task Orders that are scheduled to exceed the aforementioned duration shall require that this Agreement be renegotiated and executed prior to adoption of the Task Order.

**ARTICLE X. – EXECUTION OF AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate on the effective date first written above.

\_\_\_\_\_  
Richard H. Solbrig, General Manager/Engineer  
South Tahoe Public Utility District

ATTEST: \_\_\_\_\_  
Clerk of Board

By \_\_\_\_\_

TEMPLATE