



# MIDWAY CITY SANITARY DISTRICT

Serving the Community of Westminster and Midway City since 1939

## REQUEST FOR PROPOSALS

### 2026 SEWER SYSTEM CONDITION ASSESSMENT PROJECT

December 5, 2025

#### Important Dates:

Deadline to Submit Questions:	December 18, 2025, at 11:00 a.m.
Proposal Due Date:	December 31, 2025, at 11:00 a.m.
Award of Agreement:	January 20, 2026 (projected)
Projected Start Date:	February 17, 2026

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## **I. INTRODUCTION.**

The Midway City Sanitary District (“District” or “Owner”) invites qualified and experienced firms (“Contractor” or “Proposer”) to submit proposals to provide comprehensive professional services for the District’s 2026 Sewer System Condition Assessment Project (“Project”).

The Project seeks to evaluate the condition of the District’s wastewater collection system by analyzing the Closed-Circuit Television (CCTV) and manhole inspection data completed by the District’s contractor Empire Pipe Cleaning and Equipment company, in January 2025. Using these existing datasets, the selected Contractor will assess structural and operational deficiencies, perform risk-based prioritization, and develop a 5- and 10-year Capital Improvement Plan (CIP) consistent with State Water Resources Control Board Order No. 2022-0103-DWQ and NASSCO PACP/MACP Version 8 standards.

The selected Contractor will play a critical role in advancing the District’s proactive asset management strategy by identifying system vulnerabilities, recommending targeted rehabilitation and maintenance approaches, and supporting long-term infrastructure planning. This effort is essential to reducing the likelihood of sanitary sewer overflows, ensuring regulatory compliance, and strengthening the District’s commitment to protecting public health and the environment.

### **A. Background.**

The District is an independent California special district established in 1939 under the Sanitary District Act of 1923 (Health & Safety Code §§ 6400 et seq.). The District provides essential sanitary sewer services to the residents and businesses of the City of Westminster and the unincorporated community of Midway City in northwestern Orange County. District operations are headquartered at 14451 Cedarwood Street, Westminster, CA 92683.

Serving a diverse and densely populated region, the District is responsible for the operation and maintenance of an extensive wastewater collection system. This includes approximately 164 miles of gravity sewer pipelines, which convey an average of 10 million gallons of wastewater per day to regional treatment facilities. The District serves a population of approximately 99,000 residents, and the total value of its sewer infrastructure is estimated at 588 million dollars, representing a critical public asset requiring careful management and ongoing investment.

In 2024, the District contracted with Empire Pipe Cleaning and Equipment for CCTV inspection of all sewer pipes and manholes. The work was completed in January 2025. It included CCTV inspection of 851,187 feet of gravity sewer mains and Level 2 inspections of 3,216 manholes, per National Association of Sewer Services Companies (NASSCO) standards.

### **B. Purpose of the Request.**

The District is seeking the services of a qualified Consultant to perform a comprehensive condition assessment of its wastewater collection system using existing CCTV and manhole inspection data, in alignment with Order No. 2022-0103-DWQ, NASSCO PACP/MACP Version 8 standards, and the practices outlined in the District’s Sewer System Management Plan (SSMP).

The selected Consultant will provide all labor, equipment, materials, and technical expertise necessary to validate inspection data, identify structural and operational deficiencies, conduct risk-based evaluations, and develop prioritized rehabilitation, maintenance, and capital improvement recommendations.

The primary objective of this effort is to enhance the District's proactive asset management strategy, reduce the likelihood of sewer system failures or overflows, and ensure continued compliance with all applicable regulatory and environmental requirements while supporting long-term infrastructure reliability.

## **II. SCOPE OF SERVICES.**

The attached Exhibit "A" contains a list of major work tasks that should be accomplished as part of the scope of work. Proposers are asked to define the approach and the specific scope of work and methodology to achieve the objectives presented in this RFP. Proposers should include a refined scope of work by developing a detailed description of all Project tasks and any changes, additions or recommendations proposed. The description of each Project task should include specification of the task itself, the methodology or analytical process, scheduling, personnel, and costs.

The following information is provided to assist proposers in developing their proposal.

### **A. Structural and Maintenance Ratings**

Ratings for sewer mains and manholes are available in spreadsheet format from the District.

### **B. CCTV Video Access**

All CCTV inspection videos are uploaded to the SewerAI website. Access will be granted to the awarded Consultant through the District's office. Proposers should review SewerAI's capabilities that will assist with completion of this Project.

### **C. CCTV Inspections of Sewer Gravity Mains**

The Scope of Work includes overall review of approximately 851,187 feet of sewer gravity mains in accordance with NASSCO standards, totaling approximately 3,685 CCTV inspections. All NASSCO ratings are available. The breakdown of inspection types is as follows:

- 127 inspections are Structural Level 5.
- 448 inspections are Structural Level 4.
- 86 inspections are Maintenance Level 5.
- 387 inspections are Maintenance Level 4.

## **D. CCTV Manhole Level 2 Inspections**

The Scope of Work includes overall review of Level 2 inspections for 3,216 manholes, per NASSCO standards. All NASSCO ratings are available. The breakdown of inspection types is as follows:

- 2,097 inspections are Structural Level 5.
- 93 inspections are Structural Level 4.
- 1,810 inspections are Maintenance Level 5.
- 93 inspections are Maintenance Level 4.

**Please note** that the numbers provided are estimates for the purpose of preparing a Proposal.

If you have any questions, please contact:

Milo Ebrahimi, P.E., District Engineer  
Midway City Sanitary District  
14451 Cedarwood Street  
Westminster, CA 92683  
(714) 893-3553

## **III. PROPOSAL FORMAT.**

All proposals shall include the following minimum information:

### **A. Cover Letter.**

A brief letter, not more than two pages in length, which concisely summarizes the Consultant's understanding of the project, its important elements and key members of the project team (including subconsultants, if applicable).

### **B. Approach.**

A thoughtful approach to completing all the required project work in a timely manner. Include a discussion regarding any unique and/or critical elements of this project and the manner in which they will be addressed. Also include discussions about the firm's approach to quality control/quality assurance and cost control including brief examples of how quality control and cost control was achieved with former clients.

### **C. Description of Firm, Management and Team Members.**

Provide a detailed overview of the Contractor and the team members who will be assigned to the Project. This section should include the following information:

- **Firm Profile:** Legal name, business address, telephone number, and the primary contact person for the Project.

- **Project Manager and Team:** Clearly identify the individual who will serve as the Project Manager and the day-to-day point of contact for the District. Include brief bios summarizing relevant experience, roles, and responsibilities for each member of the team.
- **Organizational Structure:** Identify all business entities that will participate in service delivery, including joint ventures or subcontractors, if applicable. Clearly indicate if the proposal is submitted jointly by more than one business entity.
- **Subcontractors:** If any portion of the work will be subcontracted, provide the names, qualifications, roles, and experience of each subcontractor. The District reserves the right to accept or reject any or all subcontractors.
- **Licensing and Compliance:** Demonstrate that each business entity proposed to perform work on the Project is authorized to operate in the State of California, the County of Orange, and the City of Westminster. For corporations, limited liability companies, or other entities formed under the laws of another state, include documentation verifying active registration with the **California Secretary of State**.

This section should clearly establish the Contractor’s qualifications, organizational capacity, legal compliance, and the team’s readiness to manage and execute the Project successfully.

### **C. Qualifications.**

Provide a summary of the Contractor’s qualifications, relevant experience, and capabilities to perform the services outlined in this Project. Highlight prior work with sewer system condition assessments with public agencies or similar entities. Include examples of comparable projects, and note any certifications, licenses, or accreditations that demonstrate the Contractor’s ability to deliver timely, high-quality, and compliant services.

### **D. Scope of Work.**

The proposal shall include a clear description of each work task, outlining the Contractor’s planned approach and the specific steps that will be taken to complete them. The Contractor must demonstrate a thorough understanding of the scope, objectives, and regulatory significance of each task, and convey how the work will be executed efficiently, accurately, and in alignment with the District’s standards and compliance requirements.

### **E. Proposed Project Schedule.**

Time is of the essence for this Project. The proposal must include a realistic and detailed schedule outlining the timeline for initiating, executing, and completing all tasks described in the Scope of Work. The schedule should reflect the Contractor’s ability to meet deadlines while ensuring quality and compliance with District requirements.

**F. Proposed Pricing.**

The proposal must include a Price Proposal that outlines proposed pricing for each of the required work tasks and the total proposed pricing. The Price Proposal shall include the following:

- Describe the pricing model(s) that you typically employ for your services.
- Indicate the charges associated with each of the items listed in Exhibit “A” (Scope of Work).
- Provide a fixed “not-to-exceed” price for the required Consultant Services to provide a complete project as described in the Scope of Work listed in Exhibit “A”. Overhead, mileage, and other reimbursable expenses shall be included in the not-to-exceed price, except as otherwise expressly provided in the proposal. The Price Proposal shall expressly list all services, equipment, materials, and other items that are not included within the proposed fixed not-to-exceed price.
- Provide additional hourly rates for services not included as part of this initial request for proposals for any additional services that may be provided.

**G. References, Related Experience and Examples of Work.**

Include a minimum of three (3) client references from the past five years, preferably government agencies, with contact names and phone numbers. For each reference, specify the client’s name, location, type of work performed, project status or results, and examples of deliverables or other relevant details that demonstrate the Contractor’s experience and performance.

**IV. APPLICABLE LAWS AND PREVAILING WAGES.**

**A. Laws To Be Observed.**

The Contractor shall keep itself fully informed of all existing and future federal, state and local laws which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the Project.

**B. Prevailing Wages.**

The District has determined that this Project does not require work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code.

**C. Licensing.**

Before submitting proposals, proposers shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

## **V. SELECTION PROCESS.**

### **A. Evaluation.**

All proposals received by the due date will be evaluated by the District's General Manager, assigned staff and/or consultants, and the General Manager will make a recommendation to the District's Board of Directors based on this evaluation. Only information which is received in response to the RFP or via any subsequent interview will be evaluated. The District will evaluate the responses of each proposer in several critical areas. Selected proposers may be invited to an oral interview.

### **B. Selection Criteria.**

The District will select the most qualified proposal based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Pricing and Cost (Maximum Score: 20 points).
2. Ability of the proposer to design an approach and work plan to meet the Project requirements, which will include an assessment of the overall quality of the proposal (Maximum Score: 20 points). Qualities and indicators that will receive consideration include:
  - The proposer's performance in converting the Scope of Work into a work plan.
  - The detail and clarity of the discussion as to the proposer's approach to undertaking the Project.
  - The proposer's performance in identifying any special problems or concerns which may be associated with the Project and preliminary ideas about how these obstacles should be addressed.
  - The inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; and
  - The demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the Project.
  - Local organizations preferred.
3. Ability of the Proposer to carry out and manage the Project, which includes an assessment of the past experience of the proposer in general (Maximum Score: 20 points).
4. Capabilities of the proposer and/or its proposed team, which includes an assessment of the capabilities of the proposer and individuals that will be engaged in the Project (Maximum Score: 20 points).

5. Willingness to comply with the proposed Agreement terms. A sample Agreement is attached in Exhibit “B” (Maximum Score: 20 points). Proposals will be rated based on the exceptions taken to the proposed Agreement.

**C. Proposed Selection and Project Schedule.**

Deadline to Submit Questions:	December 18, 2025, at 11:00 a.m.
Proposal Due Date:	December 31, 2025, at 11:00 a.m.
Award of Agreement:	January 20, 2026 (projected)
Projected Start Date:	February 17, 2026 (or earlier)

**D. Award of Contract.**

It is anticipated that any award of an agreement for services will be made by the District Board of Directors at its January 20, 2026, regular meeting.

**VI. TERM OF AGREEMENT**

The District anticipates entering into an agreement with the selected Contractor for a term lasting through the completion of the Project. The Project must be completed within the timeframe specified in the final contract. Any extensions beyond this period may be granted by the District in its sole discretion.

**VII. PROPOSAL DUE DATE AND DELIVERY**

Proposals shall be prepared according to the instructions contained in this RFP, including any addenda hereto published by the District. Proposals must be emailed to the District to [mebrahimi@midwaycitysanitaryca.gov](mailto:mebrahimi@midwaycitysanitaryca.gov) by 11:00 a.m., prevailing time, on or before December 31, 2025, at 11:00 a.m. Include digital version of all files. Proposals will not be accepted after this time.

**VIII. GENERAL CONDITIONS OF THE RFP.**

**A. General Conditions.**

The District reserves the right to cancel or reject all or a portion or portions of the RFP without notice. Further, the District makes no representations that it will enter into an Agreement with any proposer submitting a proposal. The District reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional proposals and to reject the proposal of any proposer that the District believes would not be in the best interest to hire. The District also reserves the right to reject any subcontractor or individual working on a proposed team and to replace them with a mutually acceptable replacement.

Upon receipt by the District, proposals are considered a public record and subject to disclosure under the Public Records Act, including within such information, without limitation, personal

identification information such as social security numbers, bank account numbers, and drivers' license numbers. Further, after the award of the Contract by the District, whether or not a proposer is the successful Contractor, all materials in proposals received by the District shall be subject to the right of the public to inspect and to obtain copies. The District shall retain all proposals submitted in response to this RFP for as long as the District is required to do so under the law.

In submitting a proposal, each proposer agrees that the District may reveal any trade secret materials contained in such response to all District staff and District officials involved in the selection process, and to any outside consultant or other third parties who are hired or appointed by the District to assist in the evaluation process.

Each proposer may designate specified information as a trade secret and confidential and agrees to indemnify and hold harmless the District and each of its officers, employees, and agents from all liability, damages and expenses, including reasonable attorneys' fees, incurred by any of them in connection with the District's refusal to disclose any material that the proposer has so designated. Any Consultant that designates its entire proposal as a trade secret will be disqualified.

Any changes to the proposal requirements will be made by written addendum.

The District reserves the right to waive any and all defects or informalities in any proposal.

It shall be the responsibility of each proposer before submitting a proposal:

- To examine thoroughly the requirements of this RFP;
- To visit the District to become familiar with and satisfy the proposer as to the general, local, and site conditions, and has obtained any additional or supplementary examinations, investigations, explorations, tests, or other studies concerning conditions at the District;
- To study and carefully correlate proposer's knowledge with this RFP and such other related data; and
- To promptly notify the District of all conflicts, errors, ambiguities or discrepancies that the proposer has discovered in this RFP.

## **B. Liability of Costs and Responsibility.**

The District assumes no liability for any cost incurred by proposers responding to this RFP or in responding to any further requests for interviews, or additional information, prior to the issuance of the Contract. All costs shall be borne by the person or firm responding to the request. Proposers responding to the request shall hold the District harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or firm. All submitted materials becomes the property of the District.

The selected Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their firm. The Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

**C. Validity.**

Proposers agree to be bound by their proposals for a period of ninety (90) days commencing on the due date of the proposals, during which time the District may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

**D. Standard Agreement Terms.**

The selected Contractor will be required to enter into the District's standard Agreement, a copy of which has been provided in Exhibit "B". Each proposer shall assume that the execution of this Agreement, without changes, will be a required condition unless proposed modifications are requested at the time of submittal of the proposal and then accepted by the District. If a proposer wishes to take exception to any of the terms and conditions contained in the Agreement, these should be identified specifically; otherwise, it will be assumed that the proposer is willing to enter into the Agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the District disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the District will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The District will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The Agreement will not be executed by the District without first being signed by the proposer.

**E. Permits.**

The Contractor and all of its subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of the Agreement, all appropriate permits required in connection with the performance of the Project.

The required permits include:

1. Business licenses are required from the City of Westminster and County of Orange for this Project.
2. Any other permit which is required by the state, local agency, and the local jurisdiction.

**F. Licenses and Certificates.**

The Contractor and all of its subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of the Contract, all appropriate licenses and certificates required in connection with the performance of the Project.

The required Licenses and Certificates include:

1. Any Licenses and Certificates which is required by the state, local agency, and the local jurisdiction.

**G. Oral and Written Explanations.**

The District will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after the award become binding when confirmed in writing by an authorized District official.

Written responses to questions asked by one proposer will be provided to all proposers who received the Request for Proposals.

**H. Proposer's Representative.**

The person signing the proposal must be a legal representative of the firm authorized to bind the proposer to an agreement in the event of the award.

**I. Insurance.**

Workers' Compensation, General Liability, Automobile, and Professional Liability Insurance are required in the amounts specified in the attached sample Agreement and must be maintained in good standing throughout the term of the Agreement. The selected Contractor shall also ensure that all subcontractors performing work under this Project carry insurance coverage that meets or exceeds these same requirements, and shall be responsible for verifying and maintaining proof of such coverage.

**IX. Exhibits.**

- A. Scope of Work
- B. Sample Agreement

## EXHIBIT “A” – SCOPE OF WORK

### 2026 SEWER SYSTEM CONDITION ASSESSMENT PROJECT

In 2024, the Midway City Sanitary District (MCSD) contracted with Empire Pipe Cleaning and Equipment for Closed-Circuit Television (CCTV) inspection of all sewer pipes and manholes. The work was completed in January 2025. It included CCTV inspection of 851,187 feet of gravity sewer mains and Level 2 inspections of 3,216 manholes, per National Association of Sewer Services Companies (NASSCO) standards.

This project is to assess the condition of the pipes and manholes based on the CCTV inspections completed. Structural deficiencies need to be identified, and repair and replacement projects developed. The projects are to be prioritized along with capacity related projects. This will be done by considering the condition, capacity, as well as additional criteria identified in the Statewide Waste Discharge Order 2022-0103-DWQ, and NASSCO PACP/MACP Version 8 standards, including but not limited to:

1. Areas that hold a high level of environmental consequences if vulnerable to collapse, failure, blockages, capacity issues, or other system deficiencies.
2. Vicinity to surface waters, steep terrain, high groundwater levels, or environmentally sensitive areas.
3. Vicinity to receiving waters with bacterial-related impairment.

#### **Objectives:**

Leverage existing CCTV and manhole inspection data to assess asset condition, produce risk-based prioritization, and develop a 5- and 10-year Capital Improvement Plan (CIP) consistent with the State Water Resources Control Board’s SSO General Order 2022-0103-DWQ and NASSCO PACP/MACP Version 8 standards.

#### **1. Data Ingestion & Validation (Pipes & Manholes):**

- A. Receive and review the full CCTV and manhole inspection dataset, including videos, logs, snapshots, and data.
- B. Validate completeness, accuracy, and compliance with NASSCO PACP/MACP Version 8 coding standards.
- C. Confirm all inspection data are properly linked to asset IDs and spatially referenced within the District’s GIS system and SewerAI portal.
- D. Identify and document any missing, duplicated, or inconsistent records for resolution.

## **2. Condition Rating (Pipes & Manholes):**

- A. Evaluate structural and operation & maintenance (O&M) conditions using the existing inspection data.
- B. Evaluate areas that hold a high level of environmental consequences if vulnerable to collapse, failure, blockages, capacity issues, or other system deficiencies.
- C. Evaluate areas in vicinity to surface waters, steep terrain, high groundwater levels, or environmentally sensitive areas.
- D. Evaluate areas in vicinity to receiving waters with bacterial-related impairment.
- E. Identify recurring issues, including but not limited to cracks, infiltration, corrosion, offset joints, root intrusion, partial blockage, and debris accumulation.
- F. Identify assets vulnerable to direct and indirect impacts of climate change including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.
- G. Prepare condition summary tables and GIS-based maps illustrating the distribution and severity of defects.

## **3. Risk Assessment (Pipes & Manholes):**

- A. Develop a method to prioritize the recommended corrective actions, considering the severity of the consequences of potential spills.
- B. Develop a risk evaluation model combining Likelihood of Failure (LoF) and Consequence of Failure (CoF).
- C. Incorporate CoF factors such as environmental sensitivity, proximity to critical facilities, groundwater conditions, traffic exposure, and service disruption potential.
- D. Develop an estimated remaining service life (RSL) of major components and identify deficiencies that should be addressed, along with a recommended timeline for improvements.
- E. Rank all inspected assets by overall risk score to identify high-priority rehabilitation candidates.
- F. Document the risk methodology, weighting factors, and classification thresholds used in the analysis.

#### **4. Rehabilitation, Maintenance & CIP Development (Pipes & Manholes):**

- A. Recommend appropriate rehabilitation methods for high-risk assets (e.g., CIPP, point repair, manhole lining, or replacement).
- B. Identify maintenance strategies for assets with O&M issues (e.g., cleaning, root control, grease mitigation).
- C. Develop planning-level cost estimates for each recommendation, including construction, traffic control, construction management, construction inspections, and contingencies.
- D. Prepare a 5- and 10-year Capital Improvement Plan, prioritizing projects by risk level, cost-effectiveness, and constructability, and provide an engineer's estimate or budget amount for each project to support the District's annual budgeting process.
- E. Establish a re-inspection schedule and recommended condition reassessment frequency based on risk category.

#### **5. Project Management, Meetings and Coordination:**

- A. Conduct a project kickoff meeting with District staff to confirm objectives, schedule, and data requirements.
- B. Participate in progress meetings (virtual or in-person) at least biweekly or as requested by the District to review interim findings, schedule updates, and deliverables.
- C. Host a draft report review meeting to present preliminary findings, risk rankings, and draft CIP recommendations.
- D. Attend one onsite meeting to present the Final Condition Assessment and 5- and 10-Year CIP to the District's Board of Directors, including a summary of key findings, recommendations, and implementation strategy.

#### **6. Deliverables:**

##### **A. Final Report** summarizing:

- 1. Condition assessment findings
- 2. Risk methodology and outcomes
- 3. Rehabilitation and maintenance recommendations based on the developed methods to prioritize the recommended corrective actions, considering the severity of the consequences of potential spills and environmental consequences

4. 5- and 10-year CIP with project list, cost estimates, and implementation timeline
5. Provide the plan for the continuation of CCTV inspections of the system and recommend a re-inspection schedule
6. Recommend two (2) Computerized Maintenance Management System (CMMS) to assist with planning and tracking maintenance activities

**7. Project Schedule Requirements:**

- A. Conduct a project kickoff meeting with District staff within 21 calendar days from award of contract to confirm objectives, schedule, and data requirements.
- B. The project shall be fully completed no later than 180 calendar days from the date of the initial kickoff meeting.

**EXHIBIT B – SAMPLE AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**

*Company Name TBD*

*(2026 Sewer System Condition Assessment Project)*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made this \_\_\_th day of \_\_\_\_\_, 2026, (“Agreement Date”) by the MIDWAY CITY SANITARY DISTRICT, a public entity (hereinafter referred to as “DISTRICT”) and \_\_\_\_\_, a California corporation (hereinafter referred to as “CONTRACTOR”). DISTRICT and CONTRACTOR are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

**RECITALS**

The following recitals are a substantive part of this Agreement:

- A. This Agreement is entered into pursuant to Midway City Sanitary District Board of Directors authorization dated \_\_\_\_\_, 2026.
- B. DISTRICT has determined there is a need to retain the professional services of a qualified company to assist the DISTRICT to implement its 2026 Sewer System Condition Assessment Project (the “Project”).
- C. CONTRACTOR has submitted to DISTRICT a proposal, dated \_\_\_\_\_, 2026, to provide DISTRICT with assessment services to conduct a condition assessment of its sewer system and manholes (the “Proposal”).
- D. CONTRACTOR represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional services to DISTRICT for the Project and has agreed to provide such services as provided herein. DISTRICT does not have the personnel, training, certification, or specialized technical expertise necessary to perform the work and services contracted for herein.
- E. DISTRICT desires to retain CONTRACTOR to provide such services for the Project.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1. Term and Termination.** This Agreement shall commence on the Agreement Date and continue until completion of the Project, unless earlier terminated by DISTRICT. This Agreement may be terminated by DISTRICT without cause upon thirty (30) days written notice. In such event, the DISTRICT will compensate CONTRACTOR for work performed to date in accordance

with Section 3.5 of this Agreement. CONTRACTOR is required to present evidence to support performed work completion.

## **2. Services to be Provided and Standard of Performance.**

**2.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, CONTRACTOR agrees to provide and perform professional assessment services for the Project as set forth in (a) the Scope of Work included in the Request for Proposals, which is attached hereto as Exhibit “A” and incorporated herein by reference, and (b) the Proposal, which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”).

As a material inducement to DISTRICT entering into this Agreement, CONTRACTOR acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of DISTRICT. The Proposal, the Request for Proposals, and this Agreement do not guarantee any specific amount of work.

**2.2 Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Work; and (3) CONTRACTOR’s Proposal submitted to the DISTRICT, which shall both be referred to collectively hereinafter as the “Contract Documents.” The Scope of Work is attached hereto as Exhibit “A” and is hereby incorporated by reference and made a part of this Agreement. The CONTRACTOR’s Proposal is attached hereto as Exhibit “B” and is hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the Scope of Work (Exhibit “A”); and (3rd) the provisions of the CONTRACTOR’s Proposal (Exhibit “B”).

**2.3 Compliance with Law.** CONTRACTOR shall comply at all times during the term of this Agreement with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including without limitation all applicable fair labor standards and Cal/OSHA requirements. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and

shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If CONTRACTOR performs any Work or Services in violation of such laws, rules, and regulations, CONTRACTOR shall be solely responsible for all penalties and costs arising therefrom. CONTRACTOR shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

**2.4 Licenses, Permits, and Fees.** Prior to performing any Services or Work hereunder CONTRACTOR shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. CONTRACTOR represents and warrants to DISTRICT that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for CONTRACTOR to perform the Work and Services under this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

**2.5 Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has thoroughly investigated and considered the Scope of Work or Services to be performed; (2) it has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR represents and maintains that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by DISTRICT, it shall immediately inform DISTRICT of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from DISTRICT.

**2.6 Care of Work.** CONTRACTOR shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by DISTRICT, except such losses or damages as may be caused by DISTRICT's own negligence.

**2.7 Further Responsibilities of Parties.** Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**3. Compensation.**

**3.1 Maximum Contract Amount.** For the Services and Work rendered pursuant to this Agreement, CONTRACTOR shall be compensated by DISTRICT for the services performed, including authorized reimbursements, in accordance with the rates and charges set forth in the Proposal (Exhibit "B"), but not exceeding the total maximum contract amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (hereinafter referred to as the "Maximum Contract Amount"). The Maximum Contract Amount shall include the attendance of CONTRACTOR at all Project meetings deemed reasonably necessary by the City. CONTRACTOR shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The method of compensation shall be as set forth in the Proposal (Exhibit "B"). Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the DISTRICT and will only be approved if such expenses are also specified in the Proposal. The maximum amount of DISTRICT's payment obligation under this Agreement is the amount specified in this section.

**3.2 Payment.** In any month in which CONTRACTOR wishes to receive payment, no later than the tenth (10th) working day of such month, CONTRACTOR shall submit to DISTRICT, in a form approved by the DISTRICT's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by CONTRACTOR and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the DISTRICT. DISTRICT shall use reasonable efforts to make payments to CONTRACTOR within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

**3.3 Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to DISTRICT.

**3.4 Changes in Scope.** In the event any change or changes in the Scope of Services is requested by DISTRICT and agreed to by CONTRACTOR, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in CONTRACTOR's profession.

**3.5 Termination.** DISTRICT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by DISTRICT, then the provisions of paragraph 3 would apply to that portion of the work completed.

**3.6 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Midway City Sanitary District Board of Directors for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to DISTRICT.

**4. Insurance requirements.**

**4.1 Commencement of Work.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance.

**4.2 Workers Compensation Insurance.** During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

**4.3 Insurance Amounts.** CONTRACTOR and all subcontractors shall procure and maintain insurance acceptable to DISTRICT. Unless otherwise agreed or waived in writing by DISTRICT's General Manager, CONTRACTOR and all subcontractors shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of \$2,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

(b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

(c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respect to DISTRICT, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

**5. Non-Liability of Officials and Employees of the District.** No official or employee of DISTRICT shall be personally liable to CONTRACTOR in the event of any default or breach by DISTRICT, or for any amount which may become due to CONTRACTOR.

**6. Conflict of Interest.** No officer or employee of the DISTRICT shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. CONTRACTOR represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

**7. Covenant Against Discrimination.** In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. CONTRACTOR shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. 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, including apprenticeship.

**8. Independent Contractor.**

(a) The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make CONTRACTOR a DISTRICT employee. During the performance of this Agreement, CONTRACTOR and its officers, employees, and agents shall act in an independent capacity and shall not act as DISTRICT officers or employees. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither DISTRICT nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of CONTRACTOR or any of its officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR, its officers, employees or agents, shall not maintain a permanent office or fixed business location at DISTRICT's offices. DISTRICT shall have no voice in the selection, discharge, supervision, or control of CONTRACTOR's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. DISTRICT shall not in any way or for any purpose be deemed to be a partner of CONTRACTOR in its business or otherwise a joint venturer or a member of any joint enterprise with CONTRACTOR.

(b) CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability against DISTRICT, or bind DISTRICT in any manner.

(c) No DISTRICT benefits shall be available to CONTRACTOR, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to CONTRACTOR as provided for in this Agreement, DISTRICT shall not pay salaries, wages, or other compensation to CONTRACTOR for the performance of any Work or Services under this Agreement. DISTRICT shall not be liable for compensation or indemnification to CONTRACTOR, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the DISTRICT has financial obligations, other than pursuant to Section 3 herein, of any nature relating to salary, taxes, or benefits of CONTRACTOR's officers, employees, representatives, agents, or subconsultants or subcontractors, CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT from and against all such financial obligations.

**9. Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; or (ii) five (5) business days after the date of posting by the United States Post Office if by mail. These addresses shall be used for delivery of service of process.

(CONTRACTOR) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DISTRICT) Midway City Sanitary District  
Attention: General Manager  
14451 Cedarwood Street  
Westminster, CA 92863

(WITH COPY TO) Midway City Sanitary District  
Attention: General Counsel  
14451 Cedarwood Street  
Westminster, CA 92863

**10. Schedule of Performance.**

**10.1 Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by CONTRACTOR is an essential condition of this Agreement. CONTRACTOR shall prosecute regularly and diligently the Services according to the agreed upon Schedule of Performance.

**10.2 Schedule of Performance.** CONTRACTOR shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance set forth in the Scope of Work (Exhibit "A"), or otherwise mutually agreed upon by the Parties. When requested by CONTRACTOR, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the DISTRICT; however, the DISTRICT shall not be obligated to grant such an extension.

**10.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the DISTRICT, if CONTRACTOR, within ten (10) days of the commencement of such delay, notifies the DISTRICT's General Manager in writing of the causes of the delay. The General Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the General Manager such delay is justified. The General Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the DISTRICT for any delay in the performance of this Agreement, however caused, CONTRACTOR's sole remedy being extension of the Agreement pursuant to this section.

**11. Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to DISTRICT for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and DISTRICT. All persons engaged in the work will be considered employees of CONTRACTOR. DISTRICT will deal directly with and will make all payments to CONTRACTOR.

**12. Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all third party claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for bodily injury or death of any person, or damage to property, or interference with use of property, to the extent caused by negligent acts, errors or omissions or willful misconduct by CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The exception to CONTRACTOR's responsibility to protect, defend, and hold harmless DISTRICT, is due to the active negligence of DISTRICT, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

**13. Reports.**

(a) Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by CONTRACTOR pursuant to or in connection with this Agreement, shall be the exclusive property of DISTRICT. CONTRACTOR shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to District the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of DISTRICT, and all publication rights are reserved to DISTRICT.

(b) All Reports prepared by CONTRACTOR may be used by DISTRICT in execution or implementation of:

- (1) The original Project for which CONTRACTOR was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original Project; and/or
- (4) Other DISTRICT projects as appropriate.

(c) No Report, information or other data given to or prepared or assembled by CONTRACTOR pursuant to this Agreement shall be made available to any individual or firm by CONTRACTOR without prior approval by District.

**14. Reserved.**

**15. Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

**16. Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**17. Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**18. California Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

**19. Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

**20. Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by DISTRICT and CONTRACTOR.

**21. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**22. Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

**23. Counterparts; Facsimile Signatures.** This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same counterpart. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) original document. These counterparts may be transmitted by facsimile or Portable Document Format (PDF), with the originals to be thereafter provided by the Parties. Such facsimiles or electronic copies shall be deemed original signatures.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS THEREOF, these parties have executed this Agreement as of the date first written above.

**“DISTRICT”**

**“CONTRACTOR”**

MIDWAY DISTRICT SANITARY  
DISTRICT, a public entity

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Robert Housley  
General Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel  
Midway DISTRICT Sanitary District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to District.

**EXHIBIT "A" TO AGREEMENT**  
**SCOPE OF WORK**

**EXHIBIT "B" TO AGREEMENT  
CONTRACTOR'S PROPOSAL**