



Request for Proposals

for

**Cost of Services Study for Residential and
Commercial Sewer Services; and
Cost of Services Study for Residential Solid Waste
Services**

September 1, 2020

**MIDWAY CITY SANITARY DISTRICT
14451 Cedarwood Avenue
Westminster, CA 92683**

Proposals Due By 12:00 PM, November 6, 2020

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REQUEST FOR PROPOSALS FOR USER RATE AND FEE STUDY

I. INTRODUCTION.

The Midway City Sanitary District (District) invites your company to submit a written proposal to provide a comprehensive cost of service rate study to evaluate and provide recommendations regarding the District's fees and rate structures for 1) sewer services; and 2) residential solid waste services, as described herein.

The intent of the study is to evaluate and consider establishing solid waste and sewer rates and charges to adequately fund solid waste and sewer operations, capital costs and reserves while minimizing rates to the greatest degree possible. The study will be based on a comprehensive review of the District's solid waste services and sewer collection system (available in GIS), operation, maintenance, reserve funds and budgets, customer classes, and any other information deemed necessary.

The studies for 1) sewer services; and 2) residential solid waste rates, shall be accordance with and meet the requirements of California Constitution Article XIID (Proposition 218).

II. GENERAL INFORMATION.

The Midway City Sanitary District is a California special district formed in 1939 under the Health and Safety Code of California (the Sanitary District Act of 1923). The District's provides services to all of the City of Westminster and the unincorporated area the County known as Midway City. The District is governed by five directly elected Board Members serving staggered four-year terms and has 28 employees.

The District services more than 102,048 residents within its 10.4 square mile service area of the City of Westminster and the unincorporated area of the County of Orange known as Midway City. The Midway City Sanitary District provides solid waste to approximately 19,401 residences and sewer services to approximately 34,889 residences & businesses.

The District owns and operates 170 miles of gravity sewers, with approximately 35,000 sewer connections. It is also worth noting that the District has four (4) lift stations and seven (7) siphons in its system. The District's sewer system connects with trunk lines of the Orange County Sanitation District for treatment and disposition.

Currently, the District provides a weekly solid waste collection to approximately 19,000 residential customers. In accordance with the District's Ordinance No. 69, the District has a three-cart system (1 Solid Waste, 1 Organics, 1 Recyclable).

The District is an enterprise district funded by a portion of the 1% *ad valorem* property tax established prior to the adoption of Proposition 13 in 1978 and User Fees established through the Proposition 218 process. Each customer is billed a flat rate through their annual property taxes for standard service.

The District's Fiscal Year 2020-2021 Operating Budget is \$12,293,512 and its Capital Outlay and Improvement Budget is \$3,600,000.

III. PROPOSAL SUBMITTAL INFORMATION.

There are two options available for submitting your proposal.

- 1. Six (6) bound copies of your proposal marked "Sewer Services and Residential Solid Waste Rate and Fee Proposal" and one digital copy (flash drive) shall be due no later than 12:00 PM, on November 6, 2020, addressed to:**

Midway City Sanitary District
Attn: Robert Housley, Director of Finance and Human Resources
14451 Cedarwood Avenue
Westminster, CA 92683

- 2. Considering the current COVID environment, e-mailed electronic submittals will be accepted. Electronic Copies of your proposal shall be due no later than 12:00 PM, on November 6, 2020. E-mail electronic copies with the subject line "Sewer Services and Residential Solid Waste Rate and Fee Proposal", may be sent to:**

rhousley@mcsandst.com

Attn: Robert Housley, Director of Finance and Human Resources

Facsimile submittals will not be accepted.

Proposals will not be accepted after the date and time designated above. It is the sole responsibility of the proposer to see that his/her proposal is delivered and received by the deadline. Any proposal received after said designated date and time shall be returned to the proposer unopened.

Proposals will not be opened publicly, and the District will endeavor to keep such confidential until a preferred service provider is recommended to the Board of Directors.

IV. CONSULTANT SELECTION SCHEDULE.

Dates are subject to change.

Issue RFP: September 1, 2020

Proposal Due Date: November 6, 2020 at 12:00 PM

Review and Approval
by Board of Directors: November 17, 2020

Effective Date of Agreement: To be determined

V. SCOPE OF SERVICES.

The following is a summary of services. The consultant's work shall be in accordance with all applicable laws.

1. STUDY OBJECTIVES

The study is to be performed in conformance with the following directions:

- a. Two independent rate studies, one for sewer rates and one for residential solid waste services.
- b. The studies shall be sufficient to meet the short term and long-term revenue requirements of the District's operations.
- c. Propose rates and fees that are fair (equitable) and objective and ensure that the services are provided on a self-supporting basis.
- d. Identify the various direct costs included in the District's budget and make recommendations for any changes necessary to ensure those direct costs are properly aligned with the appropriate fund (operation, maintenance, capital improvement, reserves).
- e. Develop a rate structure model. The rate structure model needs to be a tool to easily supply meaningful information to the public, Board of Directors, and Staff.
- f. The benefits of any proposed modifications shall be weighed against the financial impacts on ratepayers.
- g. Establish a sewer rate structure and residential solid waste rate structure in conformance with current statutory regulations and in compliance with Proposition 218.
- h. A rate study narrative documenting the report methodology, assumptions, and data behind the rate recommendations.
- i. Justifications for any special classes of customers under the recommended rate structure shall be demonstrated.
- f. Rate benchmarking analysis (comparison) vs. other Orange County agencies to include current and future recommended rates.

- j. Identify any revenue sources or enhancements not currently being utilized by the District
- k. Recommend a prudent reserve policy for operations, capital replacement and emergencies.

2. STUDY REQUIREMENTS

- a. Any recommendations made must consider or make provision for the following factors:
 - (1) Current and future cost of providing sewer services and residential solid waste services in conformance with established or anticipated changes to standards and regulations.
 - (2) Age and condition of the sewer system and the need to fund long-term capital rehabilitation and replacement.
 - (3) Age and condition of solid waste equipment, assets, and fueling station, and the need to fund long-term capital rehabilitation and replacement.
 - (4) Collection of fees through annual assessments on the tax rolls.
- b. The study should provide the following for both Sewer Services and Residential Solid Waste Services, independently:
 - (1) Develop an understanding of existing solid waste services and sewer system and categories of users and establish assumptions for cost distribution to the various categories of users.
 - (2) Develop an understanding of the District reserve policy and other financial policies and ensure any recommendations for changes in rates to meet the cash flow objectives of those policies.
 - (3) Assess potential areas for service and system charges (plan reviews, permits, etc.) and recommend changes, if appropriate.
 - (4) Develop an understanding of the existing sewer collection system from the District's GIS and Rehabilitation/Replacement Plan and the impact on future rates.
 - (5) Reserve analysis must be part of the model.

- (6) Demonstrate that costs from any proposed modifications are equitably distributed in proportion to the benefit received by the various rate payers.
- (7) Provide justifications for any special classes of customers under the recommended rate structure.
- (8) Demonstrate that any alternative rate structure is easy to understand and administer and can be accommodated within the annual collection of fees on the tax rolls.
- (9) Demonstrate that any proposed rate structures are in compliance with Proposition 218.

3. SCOPE OF WORK

1. The consultant should be familiar with the project to the extent necessary to scope and perform the rate study and associated tasks. At a minimum, services should include, but not be limited to the following:
2. Conduct a detailed review of existing sewer and residential solid waste rates and fees, status of the funds, and develop a general familiarity with the services of the Midway City Sanitary District.
3. Prepare a sewer and residential solid waste rate study and rate recommendations reflective of the Study Objectives identified above and in compliance with Proposition 218.
4. Other Service Charges: Assess existing customer service fee structure and identify other potential areas for service and system charges (extra cart service, cost of carts, solid waste bulky pick-up, sewer plan reviews, development projects, sewer service shut-offs, etc.) and recommend changes, if appropriate.
5. Provide an easy to use rate model in Microsoft Excel and train District staff on how to use it.
6. Meet or confer with staff at the onset, and as needed, throughout the process.
7. Conduct analyses as required to address the scope of work.
8. Attend up to four (4) meetings in a public setting, as necessary, and to present the results of the study at a Board meeting and/or a public hearing.

9. Supply a time schedule for the length of the study to include all deliverables, including without limitation all meetings, and final presentation to the Board of Directors. **The final report shall be delivered (presented) to the District no later than Tuesday, April 20, 2021.**

VI. INFORMATION TO BE SUBMITTED IN PROPOSAL.

Each response to this RFP shall include the information described in this section. Failure to include all of the information specified may be cause for rejection. Additional information may be provided as long as it is relevant to the goals of this RFP. Any additional information included that is not specifically requested should be included as an appendix to the proposal

The proposal shall follow the outline below:

- **Section 1 – Letter of transmittal**
Signed by an individual authorized to bind the proposer, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the proposer believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer.
- **Section 2 – Scope of Work**
State in succinct terms your understanding of the scope of work listed in this proposal. Identify additional tasks, if any, that you believe are essential or advisable to constitute a more complete scope of work.
- **Section 3 – Relevant Experience and Expertise**
Describe in narrative form the experience and expertise of your firm and/or project team members in providing the service sought by the District. Identify representative clients. Compare and contrast their size, public or private sector status, location, and operational activities to those of the District. Include a description of the project organization and the project team experience.
- **Section 4 – Project team**
Identify each individual you expect to work on the project team, including sub-consultants, if any. Provide resumes for each member of the team. Describe with particularity the specific areas of expertise of each team member, and the specific education, experience or other information that substantiates that expertise.
- **Section 5 – Quality Assurance and Control; Conflicts**
Describe your approach to Quality Assurance and Control for your firm's performance as well as any performance guarantees you offer. Identify all current and reasonably foreseeable actual or potential professional conflicts

that could hinder the provision of the requested services, and propose a means of managing any such conflicts.

- Section 6 - Client References
Provide contact information for representatives of a minimum of three former or current clients for whom your firm or project team members have performed similar services so that the District may interview these references.
- Section 7 – Contract and Insurance Requirements
Within ten (10) calendar days of award by District, the successful proposer will be required to execute a contract in the form shown in Exhibit A attached hereto and to meet the insurance requirements of that Exhibit. Please indicate your firm’s willingness and ability to comply with these requirements.
- Section 8 – Cost of Services
All proposals must include a complete and current table of all rates and charges to perform all the proposed services with detailed itemization of each task to be performed.

The rates and charges provided **shall include all overhead rates to cover costs and other compensation and must be inclusive of all out-of-pocket expenses.** The Cost of Services shall include the estimated hours and hourly rates to arrive at a firm fixed price.

Hourly rates should be provided should the District require any additional work beyond that specified in this RFP during the term of the agreement. In addition to cost, the proposal will be used to evaluate and compare the District’s understanding of the scope of work with the Consultant’s proposal.

- Section 9 - Appendices or Exhibits
Include as needed.

VII. SELECTION PROCESS.

The proposals received shall be subject to an evaluation by the District as deemed appropriate for purposes of selection. The evaluation will be made according to the following criteria:

1. Responsiveness to the RFP, project understanding
2. Timeline
3. Experience and expertise
4. Project team makeup and capabilities
5. Rates and charges, affordability and cost control
6. Evaluations from client references

Proposals will be evaluated based on the merit of the entire proposal. District staff will evaluate the proposals and give award recommendations to the District's Board of Directors at a regularly scheduled meeting.

VIII. NEGOTIATIONS PROCESS.

Upon completion of the consultant evaluation process, which may include interviews of top ranked firms, the General Manager and Director of Finance and Human Resources will commence contract negotiations with the top-ranked firm for the desired consulting services. Compensation for the subject services will be negotiated based on what is fair and reasonable to both parties. Should the General Manager and the top-ranked consultant be unable to negotiate contract terms and fee reasonable to both parties, negotiations with that firm will be terminated. The District may initiate a new RFP process, or commence negotiations with the second-ranked firm or next ranked firm if negotiations with the second-ranked firm fail.

IX. TERMS AND CONDITIONS.

1. The Midway City Sanitary District reserves the right to cancel or amend the Request for Proposals at any time. The Midway City Sanitary District also reserves the right to determine the successful respondent and further reserves the right to reject any or all proposals for any reason.
2. The Midway City Sanitary District will not be liable for costs incurred by the firms responding to this proposal.
3. No official or employee of the Midway City Sanitary District who exercises any responsibilities in the review, approval or carrying out of the proposal shall participate in any decision which affects his or her direct or indirect personal or financial interest.
4. All proposals must be signed by a duly authorized individual. All proposals shall become property of the Midway City Sanitary District.
5. All questions should be addressed and submitted to:

Robert Housley, Director of Finance and Human Resources
Midway City Sanitary District
14451 Cedarwood Avenue
Westminster, CA 92683
Tel. (714) 893-3553
E-mail: rhousley@mcsandst.com

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of September 2020, by and between the **MIDWAY CITY SANITARY DISTRICT** ("DISTRICT"), a public entity, and _____, a _____. ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Midway City Sanitary District Board authorization dated _____.
2. District desires to utilize the services of CONSULTANT to provide **Prepare a Comprehensive Cost of Service Rate Study to Evaluate and Provide Recommendations Regarding the District's Fees and Rate Structures for Sewer Services and Residential Solid Waste Services (the "Project")**.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** This Agreement shall cover services rendered from the full execution of this Agreement through completion of the Project. CONTRACTOR is required to present evidence to support performed work completion. DISTRICT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination.
2. **Services to be Provided.** In compliance with all terms and conditions of this Agreement, CONSULTANT shall provide and perform the professional design, engineering, and construction support services to DISTRICT as set forth in CONSULTANT's Proposal ("Proposal") and DISTRICT's Request for Proposals for Cost of Services Study for Sewer Services and Cost of Services Study for Residential Solid Waste Services ("RFP"), which are attached to this Agreement as Attachment "A" and Attachment "B", respectively, and which are hereby incorporated by reference and made a part of this Agreement. This Agreement, the Proposal, and the RFP shall collectively be referred to herein as the "Contract Documents." 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 RFP (Attachment "B"); and (3rd) the provisions of the Proposal (Attachment "A"). The Contract Documents do not guarantee any specific amount of work.

3. **Compensation.** CONSULTANT shall be compensated as follows:

- 3.1 **Amount.** Compensation for the services performed under this Agreement shall be per the Pricing schedule included in the Proposal (Attachment "A"). In no case shall total compensation paid to CONSULTANT under this Agreement exceed the amount of _____ (\$_____).
- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. All work shall be in accordance with Contract Documents, and payable in arrears. DISTRICT shall pay CONSULTANT within thirty (30) days of receipt of a written invoice from CONSULTANT. For extra work not a part of this Agreement, a written authorization by DISTRICT will be required, and payment shall be based on a schedule approved in conjunction with such written authorization.
- 3.3 **Records of Expenses.** CONSULTANT 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 **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.

4. **Insurance requirements.**

- 4.1 **Commencement of Work.** CONSULTANT 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, CONSULTANT and all subconsultants shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 **Insurance Amounts.** CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 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 CONSULTANT. CONSULTANT 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 CONSULTANT. CONSULTANT 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, CONSULTANT's insurance coverage shall be primary insurance as respect to DISTRICT, it's 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 CONSULTANT's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the District.** No official or employee of DISTRICT shall be personally liable to CONSULTANT in the event of any default or breach by DISTRICT, or for any amount which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of the DISTRICT, and shall obtain no rights to any benefits which accrue to DISTRICT'S employees.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Conflict of Interest.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
10. **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. These addresses shall be used for delivery of service of process.

(CONSULTANT)

(DISTRICT)

Midway City Sanitary District
Attention: General Manager
14451 Cedarwood Avenue
Westminster, CA 92863

(WITH COPY TO)

Midway City Sanitary District
Attention: General Counsel
14451 Cedarwood Avenue
Westminster, CA 92863

11. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONSULTANT 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 CONSULTANT'S risk, until written instructions are received from DISTRICT.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONSULTANT 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 CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT 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 CONSULTANT. DISTRICT will deal directly with and will make all payments to CONSULTANT.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONSULTANT agrees to protect, defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent CONSULTANTs hired by CONSULTANT. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless DISTRICT, is due to the 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 CONSULTANT.

17. **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 CONSULTANT.
18. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the DISTRICT and CONSULTANT.
19. **California Law.** 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.
20. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
21. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
22. **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, DISTRICT and CONSULTANT have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

**"DISTRICT"
MIDWAY CITY SANITARY DISTRICT**

"CONSULTANT"

By: _____
Kenneth Robbins, General Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

James H. Eggart, General Counsel

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT "A"
CONSULTANT'S PROPOSAL

ATTACHMENT "B"
DISTRICT'S REQUEST FOR PROPOSALS