

REQUEST FOR PROPOSAL
IMPLEMENT SEWER SYSTEM GIS
SEASIDE COUNTY SANITATION DISTRICT
FEBRUARY 2, 2012

I. BACKGROUND

The Seaside County Sanitation District (SCSD) is requesting proposals from qualified firms to implement a geographical information system, hereinafter referred to as the "GIS." The selected firm, hereinafter referred to as "the Consultant," will be responsible for implementing the GIS including upgrading some associated equipment.

SCSD is located on the Monterey Peninsula and serves the Cities of Seaside, Sand City, and Del Rey Oaks. The SCSD operates and maintains the sewer collection system that serves an area close to 2,400 acres and an approximate population of 30,000. The system incorporates roughly 70 miles of pipeline and four lift stations. From time to time, the SCSD may contract with outside agencies for maintenance and operation of various facilities and programs.

II. SCOPE OF WORK

The objective of this work is the creation of the GIS to allow input and management of video inspections of sewer lines. With this goal in mind, the proposed scope of work and issues to be addressed in implementing the GIS include:

- Assess the needs of the SCSD and identify possible alternatives in implementing a robust GIS system.
- Assess SCSD's existing video inspection equipment and identify possible upgrades to streamline interfacing with the GIS.
- Make recommendations on potential GIS hardware and software requirements to serve the planned video inspection program.
- Make recommendations on potential hardware and software requirements to more effectively use the GIS software to administer the capital improvement program.
- Install GIS hardware and software to serve the video inspection program. Procurement of hardware and software may be performed by the SCSD.
- Install possible additional programs and hardware that could facilitate the use of GIS. Procurement of hardware and software may be performed by the SCSD.
- Develop estimated costs for various alternative hardware, software and support programs, as may be required, including
 - Capital outlay, and
 - Operation and maintenance of the system.
- Provide technical and project support on an annual basis or as necessary to maintain a robust GIS.

The SCSD has compiled the sewer collection system information in GIS format. The file format is

ESRI ArcGIS, version 9.2. Current GIS information, approximately 1.5 gigabytes, is available by DVD for a cost of \$5.00. The data may also be uploaded at Seaside City Hall, 440 Harcourt Avenue, Seaside California between the hours of 8:00 AM to noon Monday through Thursday, excepting holidays, at no charge to a portable hard drive or flash drive.

Attachment A contains a copy of the Seaside County Sanitation District's Standard Consultant Agreement, which includes the District's standard terms and conditions and insurance requirements applicable to the performance of this work.

III. FORMAT AND CONTENT OF PROPOSAL

Proposals should refine the scope of work and expected deliverables. In reviewing the proposals, the District considers the quality of the proposal to be reflective of the quality of the work the Consultant is able to perform. The ability of the Consultant to clearly and concisely convey information will be considered in the review process. Consultants are encouraged not to submit lengthy and overly wordy proposals.

IV. QUESTIONS AND ADDENDA

Please direct any questions you may have regarding this RFP, including any request for the District to issue a formal written clarification or correction of a discrepancy or an omission in this RFP, **via email** to:

Mr. Rick Riedl (831) 899-6884
riedl@ci.seaside.ca.us

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFP must be received by the District at least two (2) business days prior to the proposal due date. Any District response to such a request will be made in the form of an addendum to this RFP and will be sent by e-mail or faxed to all parties to whom this RFP has been issued prior to the proposal due date. All addenda shall become part of this RFP.

All correspondence for this RFP will be either email or Fax. In order to ensure that all interested Consultants are notified of such clarifications or corrections, please provide your email and FAX contact information to Mr. Riedl at the email address listed above if your firm intends to submit a Proposal.

V. SUBMITTAL OF PROPOSALS

Please submit five (5) hard copies and one (1) electronic copy on CD of your Proposal, identified on the outside of the envelope as "**Proposal to Implement Sewer GIS**" to arrive at the District's offices not later than 5:00 p.m. Pacific Time on Tuesday February 28, 2012, addressed as follows:

Request for Proposal
Implement Sewer System GIS

Mr. Tim O'Halloran, P.E.
Seaside County Sanitation District
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6825

In a separate sealed envelope enclose your cost proposal and fee schedule.

Proposals received by the District after this deadline will not be accepted and will not be accepted if submitted by FAX or email.

All material submitted in accordance with this RFP becomes property of the District and will not be returned.

VI. SELECTION PROCESS

It is the Seaside County Sanitation District's intention to make a selection of the Consultant in accordance with the Schedule below. SCSD staff will consider the following types of criteria when evaluating the proposals:

1. Understanding of the Scope of Work and the District's overall project objectives for the GIS, and the consultant's strategy for carrying out the required work tasks to accomplish these objectives.
2. Past experience and performance of the Consultant's team on similar work, including cost control, quality of work, and meeting scheduled milestone dates.
3. Familiarity with applicable practices and procedures for the work involved.
4. Conformance to the specified RFP format.
5. Organization, presentation, and content of proposal.
6. Specialized experience and technical competence of the Consultant (including individuals in the firm assigned to the work), considering the types of services required and the complexity of the work.
7. Record of performance, including results of reference checks
8. Proposed plan for completing the work in a timely and professional manner
9. Proposals are ranked on the basis of qualifications and not proposed fees.

The District may conduct interviews with some or all of the Consultants who submit proposals, or it may make its selection based on the proposals alone. The District will make this decision after it has reviewed the proposals. If interviews are conducted, Consultants selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFP	February 2, 2012
Receipt of Proposals	February 28, 2012
Award of Consultant Contract	April 10, 2012

VIII. ACCEPTANCE OR REJECTION OF PROPOSAL

The SCSD reserves the right to accept or reject any and all proposals. The SCSD also reserves the right to waive any informality or irregularity in any proposal. Additionally, the SCSD may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The SCSD shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The District will make a recommendation to the District Board regarding the selection of Consultant based upon an evaluation of the proposals. The SCSD reserves the right to negotiate project deliverables and associated costs.

IX. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the SCSD will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the SCSD in substantial conformity with the selected proposal and the form of the Seaside County Sanitation District's Standard Consultant Agreement, which is contained in Attachment A.

X. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the Seaside County Sanitation District's Standard Consultant Agreement (see attachment).

All policies, endorsements, certificates, and/or binders shall be subject to approval by The SCSD as to form and content. The selected Consultant agrees to provide the SCSD with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFP.

XI. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Consultant that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.

XII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the Seaside County Sanitation District. At such time as the District Manager recommends a Consultant to the District Board all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Consultant as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The SCSD shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the SCSD may not be in a position to establish that the information that a Consultant submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the SCSD will provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from disclosure by a court of competent jurisdiction.

XIII. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the Seaside County Sanitation District;
- D. Evidence of incorrect information submitted as part of the proposal;

- E. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant's default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Seaside County Sanitation District.

XVI. PROHIBITION OF GIFTS

SCSD officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the Seaside County Sanitation District, or proposing to do business with the Seaside County Sanitation District. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Consultants should not offer any gifts or souvenirs, even of minimal value, to SCSD officers or employees. The Consultant shall be subject to the Seaside County Sanitation District's prohibition.

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of SCSD contracts.

XVIII. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFP process:

- A. It is anticipated that the award of the Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the Seaside County Sanitation District's Standard Consultant Agreement, attached. Exceptions proposed by the Consultant, if any, to the terms and conditions included in the Seaside County Sanitation District's Standard Consultant Agreement should be included in the proposal. The SCSD reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.
- B. This RFP does not commit the SCSD to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.

Request for Proposal
Implement Sewer System GIS

- C. The SCSD reserves the right without limitation to:
1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the Seaside County Sanitation District;
 2. Modify and re-issue the RFP;
 3. Take action regarding the RFP as may deemed to be in the best interest of the Seaside County Sanitation District.
- D. The SCSD reserves the right to verify any information provided during the RFP process. The SCSD may contact references listed or any other person known to have contracted with Consultant.
- E. An agreement shall not be binding or valid with the SCSD unless and until it is executed by authorized representatives of the SCSD and of the Consultant.
- F. While it is the intent of the SCSD to proceed with this project, this solicitation does not obligate the SCSD to enter into an Agreement. The SCSD retains the right to cancel this RFP at any time should the project be cancelled, the SCSD loses the required funding, or it is deemed in the best interest of the Seaside County Sanitation District. No obligation either expressed or implied, exists on the part of the SCSD to make an award or to pay any cost incurred in the preparation or submission of an RFP.
- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.
- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the SCSD may award the contract to the next qualified highest ranked Respondent.

ATTACHMENT A

DRAFT PROFESSIONAL SERVICES AGREEMENT
SEWER SYSTEM GEOGRAPHICAL INFORMATION SYSTEM
SEASIDE COUNTY SANITATION DISTRICT SANITARY

THIS AGREEMENT is made and entered into this ____ day of April 2012, by and between the SEASIDE COUNTY SANITATION DISTRICT, a municipal corporation, hereinafter called "SCSD", and *CONSULTANT NAME*, hereinafter called "Consultant".

WHEREAS, SCSD has determined that it is in the public interest to proceed with the work, hereinafter described as "Project"; and

WHEREAS, SCSD has determined that the Project involves the performance of professional and technical services of a temporary nature; and

WHEREAS, the SCSD desires to engage the Consultant, and the Consultant agrees to render certain technical advice and professional services to the SCSD, as necessary.

THEREFORE, SCSD and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. **Description of Project.** The Project is described in Exhibit A, <Proposal Name> by <Consultant>. The period of performance shall begin on the date of this agreement and shall continue until the completion of the Project on or before <dated>.
2. **Proposal Submittal.** The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as attachments:

Exhibit 'A' <Scope of Work Proposal> by <Consultant>

Exhibit 'B' <Cost Proposal> by <Consultant>

Exhibit 'C' <Project Schedule> by <Consultant>

3. **Scope of Work.** Consultant's scope of work is described in the proposal attached hereto and incorporated herein by this reference.
4. **Scope of Work--Additional.** It is understood by SCSD and Consultant that it may be necessary, in conjunction with the Project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in the proposal. If additional services are requested by SCSD, Consultant shall advise SCSD in writing of the need for additional services and the cost and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until SCSD has determined that such service is beyond the scope of the basic services to be provided by Consultant and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the District Engineer. Except as hereinabove stated, any additional service shall require a written amendment to this agreement and shall be subject to all the provisions of this agreement.
5. **Authority of the District Engineer.** The Consultant shall perform all necessary services

provided under the contract and outlined in the proposal and shall do, perform, and carry out said work in a satisfactory and proper manner as determined by and to the satisfaction of the District Engineer. The District Engineer reserves the right to make changes, additions or deletions, of the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The District Engineer is authorized to execute the change orders on behalf of SCSD.

6. **Responsibility of Consultant.** By executing this agreement, Consultant represents and states to SCSD that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to SCSD the services contemplated under this agreement. Consultant further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this agreement.
7. **Independent Contractor.** The parties to this agreement agree that Consultant, his employees, agents and sub-consultants, shall be independent contractors with regard to the providing of services under this agreement and that Consultant's employees, agents and subcontractors shall not be considered to be employees or agents of SCSD for any purpose and will not be entitled to any of the benefits SCSD provides for its employees.
8. **Materials and Equipment.** Consultant shall furnish at his own expense all materials and equipment necessary to carry out the terms of this agreement.
9. **Digital Files.** Consultant shall furnish copies of all deliverables on compact disks (for example, plans, specifications and cost estimates) in digital format. Files shall be compatible with the current versions used by the SCSD and shall be in Microsoft Word ®, MS Excel ®, AutoCAD ®, or appropriate software that is the industry standard for the application. Final plans and reports shall also be submitted as Adobe Acrobat ® files.
10. **Employment of Personnel.** Consultant shall provide experienced and qualified personnel to carry out the work to be performed by Consultant under this agreement and shall be responsible for and in full control of the work of such personnel.
11. **Time of Performance.** Subject to the limitation herein, Consultant agrees to perform the Project in accordance with the proposal. The service of the Consultant is to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of the contract.
12. **Compensation.** Subject to the limitation herein, the Consultant agrees to perform the work and services specified and outlined in the proposal for the Contract Amount Maximum Not to Exceed unless specifically authorized by a written contract amendment prior to the commencement of any additional work. Invoices shall be prepared by Consultant in accordance with attachments and submitted to SCSD once a month covering the amount and value of the Project satisfactorily performed by Consultant up to the date of such invoice. SCSD shall reimburse Consultant for work satisfactorily performed on a time and materials basis. The total Contract Amount Maximum Not to Exceed for this contract is

<*****> DOLLARS (\$*****).

13. **Prevailing Salaries.** If the Consultant hires employees, salaries for the various worker classifications to be utilized in the performance of this contract shall be paid equal to or greater than the salaries prevailing in the locality of the work.
14. **Audit Authority.** Consultant shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement; the accounting and control systems shall be satisfactory to the SCSD. The SCSD and the SCSD's auditor shall be afforded access to the Consultant's records, books, correspondence and other data relating to this agreement. The consultant shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, Consultant agrees to make said records, books correspondence and other data relating to this agreement available to SCSD at SCSD's principal place of business upon seventy-two (72) hours written notice. The SCSD Manager, or his or her designee, shall at all times have the right to inspect the work, services, or materials. Consultant shall furnish all reasonable aid and assistance required by SCSD for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve Consultant from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.
15. **Assignment.** Consultant shall not assign any duties, responsibilities or obligations without prior written consent of the SCSD.
16. **Indemnification.** Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless SCSD and any and all of its officials, employees and agents ("Indemnified parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the extent same are caused in whole or in part by the negligence, recklessness, or willful misconduct of the Consultant
17. **Insurance.** Prior to the beginning, and throughout the duration, of the work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to SCSD. CONSULTANT shall provide the following types and amounts of insurance:
 - 1) Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregates.

- 2) Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- 3) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONSULTANT owns no vehicles this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT'S employees use personal autos in any way on this project CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.
- 4) Errors and Omissions Liability. CONSULTANT shall provide evidence of professional liability insurance on a policy form appropriate to consultant's profession. Limits shall be no less than \$1,000,000 per claim.

Certificates of Insurance and Endorsements. The Consultant will file a certificate of insurance and endorsement naming the SCSD as additional insured under General Liability and Auto Liability. Such liability insurance maintained by the contractor shall be primary and non-contributory and any coverage maintained by the SCSD shall not be expected to contribute to any claims arising from the work of this contract. These certificates shall be filed with the SCSD within fifteen [15] days of execution of this agreement and prior to engaging any operation or activities set forth in this agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to SCSD prior to the effective date of such cancellation or change in coverage.

18. **Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this agreement shall be performed in accordance with full compliance to all applicable Federal, State, or SCSD statutes and any rules or regulations promulgated thereunder.
19. **Inspection of Work.** The SCSD representative or his/her designee shall at all times have the right to inspect the work, services or performance of Consultant. Consultant shall furnish all reasonable aid and assistance required by SCSD for proper examination of the work or services. Such inspection shall not relieve Consultant of any obligation to perform said services in accordance with the law or this agreement.
20. **Waiver.** Consultant agrees that any waiver by SCSD of any breach or violation of any term or condition of this agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by SCSD of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this agreement.
21. **Attorney's Fees and Court Venue.** Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be

handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

22. **Notices.** All notices herein provided to be given, or which may be given by either party to the other, shall be considered fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

Seaside County Sanitation District
Diana Ingersoll, P.E.
District Engineer
440 Harcourt Avenue
Seaside, CA 93955

Consultant
CONSULTANT CONTACT INFORMATION

23. **Non-discrimination.** During the performance of this project, Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex, or age.
24. **Interest of Consultant.** Consultant declares that he presently has no interest and shall not acquire any interest, direct or indirect, Financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further declares that in the performance of this agreement no subcontractor or person having such interest shall be employed. Consultant certifies that if he hires any employees that no one who has or will have any financial interest in this agreement is an officer or employee of SCSD. It is expressly agreed that in the performance of the services hereunder Consultant shall at all times be deemed an independent contractor and not an agent or employee of SCSD.
25. **Termination of Contract.** This agreement may be terminated by either party upon thirty [30] days written notice to the other party. In the event of such termination, SCSD shall pay Consultant for all services performed to the satisfaction of SCSD to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to the SCSD. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the SCSD or in the possession of the Consultant.
26. **Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the SCSD and may be used, reused, or otherwise disposed of by the SCSD without the permission of the Consultant.

Professional Services Agreement
SCSD Sanitary Sewer System GIS

When Consultant creates any copyrightable material or invents any patentable property under this Agreement, SCSD shall retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

27. **Jurisdiction.** This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in California. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null insofar as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.
28. **Integrated Agreement.** This agreement represents the entire understanding of SCSD and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

SEASIDE COUNTY SANITATION DISTRICT
"SCSD"

Name
"Consultant"

by _____
<TBD>
District Manager

by _____
<Name>
<Title>