



**California Association of Sanitation Agencies
Request for Qualifications
Pooled Emission Study - Project Manager**

Submit Responses Electronically to:

CASA

proposals@casaweb.org

Responses due on or before: Friday, December 15, 2023



California Association of Sanitation Agencies

Request for Qualifications

Pooled Emission Study – Project Manager

The California Association of Sanitation Agencies (CASA) is soliciting Statements of Qualifications from qualified consultants for a Pooled Emission Study Program Manager. This Request for Qualifications (RFQ) defines the basis for consultant selection including Pooled Emission Study (Study) objectives, proposal requirements, and consultant qualifications consistent with a successful Study.

Background

In 2022, California Air Resource Board (CARB)'s [Criteria and Toxics Reporting Regulation](#) (CTR) and [Emissions Inventory Criteria and Guidelines](#) (EICG) regulation were approved by the Office of Administrative Law. These regulations outline a required two-step process to identify and potentially quantify over 1,700 new potential air toxics for wastewater treatment plants (WWTPs). This regulation applies to the following WWTPs categories:

- Covered¹ systems: 10 million gallons annual average daily flow
- Uncovered systems: 5 million gallons annual average daily flow

CASA is working with the California Air Resources Board (CARB), California air districts, California Air Pollution Control Officers' Association (CAPCOA), WWTP representatives, and technical experts to establish a methodology to scan for potential air toxics and subsequently identify a short list of compounds to be quantified for the wastewater sector. Due to the complexity of the required testing program, CARB will not require any of these new air toxics to be reported for the wastewater sector until 2029.

CARB approved a phased compliance approach that allows permitted WWTPs to report business-as-usual through 2028 while the sector executes the two-step process. This process allows for a sub-set of the Publicly Owned Treatment Works (POTWs) to

¹ Covered systems are defined as: "A covered system wastewater treatment plant has a covering over the physical area where the primary settling process occurs in the wastewater treatment process, such as sedimentation tanks. The primary tanks may be sealed or covered with a fixed, floating, or retractable covering and shall be air tight, thus preventing emissions from being released into the air."



establish emission factors for all WWTPs in the State. In general, the two-step process includes:

Step 1. Scanning air emissions across various treatment processes to determine detectable air toxics compounds; and

Step 2. Quantifying the emissions of detectable compounds tentatively identified in Step one.

Specific laboratory and field sampling methodologies still need to be proposed by CASA and subsequently approved by CARB and California air districts. In addition, CASA needs to propose an approvable methodology that will allow testing performed on a sub-set of WWTPs to be deemed representative of emissions for any WWTP.

CASA is seeking a qualified Project Manager to coordinate the required Study between a CASA member Steering Committee², CARB, and applicable California air districts. The Project Manager will be required to separately retain source testing consultant(s) needed to develop an approvable source test protocol for the Study, and oversight of the source testers throughout the course of testing events at the selected WWTPs. Additionally, the Project Manager will be needed to facilitate negotiations with CARB and air districts through the completion of the Study.

I. General Submittal Requirements

Responses are requested in electronic form as a document compatible with Adobe Acrobat Reader® (.pdf format). Physical (hard) copies are not required, nor will CASA's review process provide for distribution of hard copies to the review panel.

A non-mandatory pre-proposal conference will be held virtually on Wednesday, November 15, 2023 at 10:00am. To receive a link to the virtual pre-proposal meeting please email proposals@casaweb.org.

Responses are subject to a total page limit of 15 pages, inclusive of cover letter, proposal content and rate sheet(s). Cover, dividers and blanks pages are not included in the page count. Pages shall be 8.5 x 11 inches and all text content shall be presented in no smaller than 11-point font. 11x17 pages count as two pages. Qualifications shall be in pdf format.

² The CASA Steering Committee will be composed of a small group of designated representatives of CASA members. These representatives will have the authority to make decisions pertaining to the Study on behalf of the membership.



a. About CASA

[CASA](#) represents more than 130 public agencies and municipalities that engage in wastewater collection, treatment, recycling, and resource recovery. Our mission is to provide trusted information and advocacy on behalf of California clean water agencies, and to be a leader in sustainability and utilization of renewable resources. Our members are also represented by the Bay Area Clean Water Agencies ([BACWA](#)), Central Valley Clean Water Association ([CVCWA](#)) and [Clean Water SoCal](#). The project will be administered by CASA and directed by the Steering Committee composed of local agency members and staff of the following organizations:

- i. BACWA is a joint powers agency whose members own and operate publicly-owned treatment works and sanitary sewer systems that collectively provide sanitary services to over 7.1 million people in the nine-county San Francisco Bay Area. BACWA members are public agencies, governed by elected officials and managed by professionals who protect the environment and public health.
- ii. CVCWA is a nonprofit association of public agencies located within the Central Valley region that provide wastewater collection, treatment, and water recycling services to millions of Central Valley residents and businesses. We approach these matters from the perspective of balancing environmental and economic interests consistent with state and federal law.
- iii. Clean Water SoCal is a nonprofit association representing over 80 public water/wastewater agencies in Southern California. Clean Water SoCal members provide essential water supply and wastewater treatment for approximately 20 million people in Los Angeles, Orange, San Diego, Santa Barbara, Riverside, San Bernardino, and Ventura counties. Clean Water SoCal's wastewater members provide environmentally sound, cost-effective management of more than two billion gallons of wastewater each day and, in the process, convert wastewater into resources for beneficial uses such as recycled water and renewable energy.

b. The Project Manager Role

The Project Manager's role is to provide overall program management for the Study. The Project Manager will manage the technical team performing emissions tests and act as a coordinator with the regulators, source test consultant(s), WWTPs where testing is being conducted, and the Steering Committee.



This will be a two-phase contract. Phase 1 will consist of establishing and obtaining regulatory approval for the two-step process outlined above. This will require subcontracting with a source test contractor to prepare a source test protocol for regulatory review and approval. Written approval from CARB and California air districts will be needed before Phase 1 can be deemed complete. Phase 2 will consist of implementing the approved test protocol, compiling, and presenting results, preparing draft and final reports. Contract negotiations and authorization of Phase 2 will occur after successful completion of Phase 1. The Consultant's performance on Phase 1 of the contract will be considered prior to initiation of Phase 2. CASA intends to work with the same Project Manager for the duration of the Study but reserves the right to select an alternate support team for Phase 2.

Project Manager tasks will consist of:

1. Leading and organizing efforts needed to obtain regulatory approval for the Study approach. The Project Manager will be responsible for scheduling, facilitating, leading and providing minutes for meetings amongst the Steering Committee, source test contractor(s) and regulators. Based upon these responsibilities, it is desired that the Project Manager have extensive experience with wastewater treatment plants and be familiar with air quality/air toxic regulations and applicable source testing methods and procedures.
2. Recommending a technical methodology for the Study to the Steering Committee. By carefully comparing similar treatment processes among wastewater treatment facilities, the methodology should attempt to minimize the number of tested facilities and processes to represent the emissions from the wastewater sector. At this time the Steering Committee desires to characterize emissions from all emission sources subject to the CTR/EICG (e.g., area sources, point sources and stationary combustion sources). The objective is to finalize the recommended list of facilities and processes to be tested.
3. Retaining consultant(s) needed to complete the Study with the review and approval of the Steering Committee. At minimum, a source test consultant shall be retained to draft a source test protocol for the Study. The source test protocols shall include a list of facilities and processes to be tested, sampling methods and laboratory methods proposed for the Study. The protocol shall be remitted to the Steering Committee for review prior to distribution to any regulatory agencies. As such, the protocol should be comprehensive and explain how the Study will comply with applicable regulations and provide representative emission factors for the air toxics to be tested.



4. Presenting the technical methodology and leading regulatory negotiations³. The objective is to obtain approval for a cost-effective methodology that will yield representative and meaningful results.
5. Maintaining contact lists for regulators (CARB, and California air district participants), stakeholders (regulated agency general contact representative, regulated agency funding representative, regulated agency technical representative), participating regulated agencies (WWTP test sites) operations representatives, and source test consultant(s). A draft list of the above stakeholders will be provided to the selected consultant.
6. Finalizing the list of WWTPs subject to the regulation based on a draft list provided by the Steering Committee
 - a. Covered systems equal to or greater than 10 MGD average daily flow.
 - b. Uncovered systems equal to or greater 5 MGD average daily flow.
7. Retaining qualified source test consultant(s) needed to complete the Study. The Steering Committee will assist with review of qualified source test consultant(s) and will ultimately approve the recommended firm(s). The Steering Committee will also review and approve all laboratories proposed by source test consultant(s). The Steering Committee desires consistency and prefers all samples to be analyzed by one laboratory, if feasible.
8. Managing the source test consultant(s) including schedule, progress payment approval, WWTPs test site coordination.
9. Provide regular progress reports to the Steering Committee for the duration of the project.
10. Preparing draft and final Study reports.
11. Presenting the draft report and findings to the Steering Committee for review and comment.
12. Presenting the updated draft Study report, reflecting comments from the Steering Committee, and findings to the regulators for review and comment.
13. Incorporating comments from the regulators and finalizing the report.

³ Although CARB's CTR and EICG have been adopted, CARB has not established a sample or laboratory methodology capable of achieving compliance. As a result, the methodology will need to be negotiated and approved by CARB and applicable California air districts.



14. Maintain and circulate minutes and action items for meetings with regulators, Steering Committee members, WWTP test site representatives, and emission testing consultant(s).

15. Documents shall be delivered in MS Word, Excel, and pdf formats.

II. Attributes of the Successful Responder

- a. The successful responder shall demonstrate a thorough understanding of and experience with wastewater treatment processes, air emissions testing, and air quality regulations. The successful responder may be an individual or team and shall document availability for the duration of the project. Selection will be based on past references, technical ability and value to the stakeholders.

III. Payment

- a. Payment will be provided on a time and materials basis invoiced monthly. Any markups for subconsultants or reimbursables shall be consistent with the terms negotiated in the contract with CASA. Charges for materials or services beyond the core identified Project Manager and identified technical support team must be approved prior to the expenditure. Unauthorized charges may not be fully reimbursed.

IV. Proposal Content

- a. Cover Letter (one page)
- b. Project Manager, firm (if applicable), and team qualifications including applicable experience. The response should demonstrate and document team expertise in areas of wastewater treatment, air emission source testing in California for area source, point sources and stationary combustion equipment. Expertise in laboratory test methods is also desired.
- c. Project Management Qualifications and Experience. Identify the proposed Project Manager, primary office location(s), and relevant experience in areas including project management, client communications and content knowledge in any or all of the above fields.
- d. Team Member Roles, Qualifications and Experience. Identify proposed project team, their primary office locations, their roles, and their experience and background relevant to the Study.



- e. Understanding of the Project Scope. The proposal should demonstrate a clear understanding of the mission and context of the Project, including a clear statement of the problems and challenges to fulfilling Study objectives. The consultant's conceptual approach to framing and executing the Project to meet CASA objectives should be outlined.
- f. Project Approach. Responders should lay out their proposed approach and provide comments on the conceptual scope of work included in the RFQ to demonstrate a thorough understanding of the study.
- g. List of References and Applicable Projects. Responders should provide references, including current contact information, that will be used to verify the capabilities of the team. References will be checked.
- h. Commitment to Contract Terms and Requirements – Consultant shall specifically identify any terms of the model contract that are unacceptable (Attachment 1) and propose specific modifications acceptable to the Consultant for CASA's consideration.
- i. Schedule of Hourly Charges for the duration of the study (through end of 2028).
- j. Appendices – Appendices and supplemental materials are not encouraged. However, responders may provide a separate electronic document file containing any other materials that they desire to submit. Supplemental materials will be made available to reviewers with guidance that proposal reviews will be focused on content of the proposal document, while reviewers would be free to review and consider related materials at their individual discretion.

V. Selection Schedule

- a. Request for Qualifications release and announcement – 11/1/2023
- b. Non-mandatory Virtual Pre-proposal meeting – 11/15/2023
- c. Qualification Packages Submittal Deadline – 5:00 pm PDT 12/15/2023
- d. Complete Qualification Package evaluation – January 2024
- e. Virtual interviews (if needed)
- f. Final negotiations and project award – February 2024



VI. Contract and Insurance Requirements

The consultant will be required to satisfy CASA requirements related to:

- a. Acceptance of Contract Form and Terms – The contract form is attached as Attachment 1. All exceptions must be raised and documented in the proposal to be considered after selection.
- b. Additional provisions unique to this assignment will be developed with the successful responder.

VII. Conflict of Interest

While recognizing that the Consultant may be likely to have working relationships with CASA members, Consultant must be free of material conflicts of interest that might relate to the Study and its content. Consultant will disclose any or all related studies or efforts and any current or recent (within past 3 years) role of the Consultant or its team members as expert witness, plaintiff, defendant or participant on matters of utility planning, utility management or utility air emissions whether through mediation, arbitration or adjudication. Consultant shall disclose any work performed on or behalf of CARB and any California air district.

VIII. Selection Process and Criteria

CASA will convene the Steering Committee to review and evaluate responses. Criteria for evaluation will include, but not be limited to, responsiveness, capabilities of the Project Manager and support team, understanding of the project scope, project approach and billing rates for calendar years 2024, 2025, 2026, 2027 and 2028. The overarching interest will be the qualification, availability, and approach of the Project Manager and team to fulfill the study objectives from start to finish from award to completion of the Study. The selection criteria will include the following factors:

- Completeness and responsiveness of the proposal
- Experience of the Project Manager and support team
- Capability and commitment of the Project Manager and support team
- Project understanding
- Project approach
- Billing rates
- Overall value



IX. Non-mandatory Preproposal Conference

- a. A non-mandatory virtual preproposal conference will be conducted on Wednesday, November 15, 2023 at 10:00am. The conference will be held via Zoom. Interested parties will hear a brief project description and be able ask questions about the project and RFQ process. Interested parties are encouraged to email questions in writing to proposals@casaweb.org prior to the preproposal conference.

X. Inquiries

Inquiries for additional information or clarification should be made via e-mail to proposals@casaweb.org. Questions and responses will be shared with all attendees of the pre-proposal conference.

XI. Waiver of Irregularities

While ability to comply with requirements of the proposal process will be a consideration in reviewing submittals and selecting a consultant, CASA retains full and sole discretion to waive any irregularities related to proposal content and submittal should it determine such waiver to be in the best interests of CASA and their members.



Attachment 1

**Standard Contract Form to be Used for this Study
California Association of Sanitation Agencies
Consulting Services Agreement**



California Association of Sanitation Agencies

Consulting Services Agreement

This CONSULTANT SERVICES AGREEMENT (this "Agreement") is made and entered into as of **Date**, by and between the CALIFORNIA ASSOCIATION OF SANITATION AGENCIES, a nonprofit mutual benefit corporation, hereinafter referred to as "CASA", and **Selected Consultant**. Effective on the above date, CASA and CONSULTANT mutually agree and promise as follows:

1. **PURPOSE OF ENGAGEMENT.** CASA **hereby engages CONSULTANT to [Insert project description here]**

2. **SCOPE OF SERVICES.** CASA hires CONSULTANT to provide all necessary personnel, materials and services to fully and completely perform those services described in the Scope of Services (Exhibit A). CONSULTANT shall provide those services reasonably required and requested to carry out the described Scope of Services and will take reasonable steps to keep CASA informed of progress. CONSULTANT agrees to perform the required services described herein upon the terms and conditions and in consideration of the payments stated in this Agreement. CONSULTANT is an independent contractor and shall not at any time be considered an employee of CASA during the term of this engagement. For all matters concerning this Agreement, CONSULTANT will communicate with CASA through the Executive Director.

3. **TERM.** The term of this Agreement shall be for no longer than, **Describe Term** unless terminated earlier as provided below.

4. **DUTIES OF CASA.** CASA agrees to cooperate with CONSULTANT and be reasonably available to confer with CONSULTANT upon request, to keep CONSULTANT informed of developments and to disclose to CONSULTANT all facts and circumstances of which CASA is aware which may bear upon the handling of the services outlined herein. CASA agrees to provide CONSULTANT with such documents and information as it may possess relating to such matters and to abide by this Agreement.

5. **FEES AND BILLING PRACTICES.** CASA agrees to pay CONSULTANT for services provided under this Agreement at the rates and schedule shown in Exhibit A. Consultant understands that CASA will be accepting contributions from its member agencies to fund the services provided by CONSULTANT under this agreement. **In the event that available funds are insufficient to cover all of the services described in Exhibit A, CONSULTANT will work with CASA to prioritize allocation of funds and modify the**



agreement to match the available funding levels. In no event shall CONSULTANT be entitled to compensation for extra work unless a written authorization or amendment to this Agreement describing the work and payment terms has been executed by CASA prior to the commencement of the services. **Compensation will be on a time and materials basis invoiced monthly consistent with the negotiated billing rate schedules.** The total compensation under this agreement shall not exceed \$_____.

6. **TERMINATION OF CONTRACT.** Either party may terminate this Agreement at any time, with or without cause, by giving 30 days written notice of termination to the other party. CASA may terminate this Agreement immediately without advance notice in the event of a material breach of this Agreement, gross negligence or willful misconduct by CONSULTANT or its officers, directors, employees, agents or any person under CONSULTANT's direction or control. CASA shall not be responsible for payment for services initiated subsequent to termination without prior written approval of CASA.

Upon termination of this Agreement, CONSULTANT will deliver to CASA all original files, materials, supplies, funds or property of CASA in CONSULTANT's possession relating to CONSULTANT's services hereunder. CONSULTANT agrees not to destroy any original files without the prior written consent of CASA. Upon termination of this Agreement, all undisputed unpaid charges will become due and payable upon receipt of a final statement of charges covering services through the termination date and after receipt by CASA of all files, materials, supplies, funds and property identified above.

7. **ENTIRE AGREEMENT; MODIFICATION.** With respect to the subject matter hereof, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever between CASA and CONSULTANT. All exhibits attached hereto are incorporated by reference. This Agreement and all of the covenants and conditions set forth herein may be modified or amended only by a writing duly authorized and executed by CASA and CONSULTANT.

8. **INSURANCE.** CONSULTANT shall comply with the insurance requirements set forth in Exhibit B.

9. **CONSULTANT's Employees, Agents and Subcontractors.**

a. CONSULTANT shall furnish at CONSULTANT's own discretion, selection and expense, the employees, agents or subcontractors which are necessary in order to provide services pursuant to this Agreement.

b. CONSULTANT shall be solely responsible for the direction and control of the employees, agents and subcontractors of CONSULTANT, if any, performing services for CONSULTANT, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, benefits, hours and working conditions, and the adjustment of their



grievances. CONSULTANT and CONSULTANT's employees, agents or subcontractors shall receive no benefits from CASA.

CONSULTANT shall determine the method, means and manner of the performance of the work of its employees, agents and subcontractors based on the obligations required by this Agreement.

c. CONSULTANT shall be solely responsible for the negligent or intentional acts or omissions of its employees, agents and subcontractors who are retained incident to providing services pursuant to this Agreement. In the event CASA or any of its officers, directors, employees, agents, representatives or constituents are damaged by the negligent or intentional acts or omissions of CONSULTANT's employees, agents or subcontractors, CASA, in its sole discretion, may withhold from CONSULTANT's fees an amount equal to the damages incurred by CASA or its officers, directors, employees, agents or members. This remedy is not the sole remedy available to CASA and does not waive CASA's right to pursue any other available remedy in order to fully recover damages incurred by CASA, or its officers, directors, employees, agents or constituents.

d. CONSULTANT assumes full and sole responsibility for the payment of all fees, wages, benefits and expenses of its employees, agents, and subcontractors, if any, and for all state and federal income tax withholding, unemployment insurance, and social security or other taxes as to all persons employed by CONSULTANT in the performance of services under this Agreement, and CONSULTANT shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by legally constituted authority with respect thereto.

e. CONSULTANT assumes full responsibility for maintaining adequate workers' compensation insurance coverage for persons CONSULTANT employs in the performance of this Agreement.

f. The parties acknowledge, intend and agree that neither CONSULTANT, nor any of CONSULTANT's employees, agents or subcontractors, shall be considered a "leased employee" of CASA within the meaning of Section 414(n) of the Internal Revenue Code of 1986, as amended, nor shall any such individual be eligible or entitled to participate in any benefit plan sponsored by CASA.

10. INDEMNIFICATION. CONSULTANT shall defend, indemnify, save and hold harmless CASA and its officers, directors, agents, employees and volunteers from any and all claims, costs and liability for any damages, injury or death arising directly or indirectly from, or connected with, the services provided hereunder and due to, or claimed or alleged to be due to, a breach of this Agreement, negligence or willful misconduct by CONSULTANT or its officers, directors, employees, agents, or any



person under its direction or control, and will make good to and reimburse the indemnitees for any expenditures, including reasonable attorneys' fees, the indemnitees may make by reason of such matters and, if requested by any of the indemnitees, will defend any such suits at CONSULTANT's sole cost and expense. CONSULTANT's obligations under this section shall survive the termination of this Agreement.

11. **ASSIGNMENT.** This Agreement shall not be assignable or transferable in whole or in part by CONSULTANT, whether voluntarily, by operation of law or otherwise; provided, however, that CONSULTANT shall have the right to sub-contract that portion of the services CONSULTANT does not have the resources to perform so long as CONSULTANT notifies and receives approval of CASA of such sub-contracting prior to execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.

12. **AUDIT.** CONSULTANT agrees that it will make its records available for audit by CASA for up to three (3) years after the date of final payment under this Agreement. CASA agrees that such audit will be limited exclusively to those matters connected with the performance of this Agreement.

13. **COMPLIANCE WITH LAWS.** CONSULTANT hereby agrees to conform to all local and State laws regulating or governing the services provided under this Agreement for CASA as a 501(c)(6) non-profit organization. In addition, CONSULTANT shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local in origin. Specifically, CONSULTANT agrees that, during the performance of this Agreement, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, gender identity or expression, genetic information, parental status, and marital or family status. CONSULTANT agrees that it will fully comply with any and all applicable Federal, State, and local equal employment opportunity statutes, ordinances, and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; and the Equal Pay Act of 1963. Nothing in this section shall require CONSULTANT to comply with or become liable under any law, ordinances, regulation, or rule that does not otherwise apply to CONSULTANT.

14. **PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. **WAIVERS.** No waiver of any breach of any covenant or provision herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.



16. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

17. **TIME OF ESSENCE.** The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by any party shall constitute a material breach of and a noncurable (but waivable) default under this Agreement by the party so failing to perform.

18. **CONSTRUCTION.** Headings at the beginning of each section are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections are to this Agreement.

19. **GOVERNING LAW.** The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Sacramento, State of California, United States of America.

20. **ATTORNEYS' FEES AND COSTS.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including but not limited to accounting costs) from the non-prevailing party in addition to any other reasonable relief to which the prevailing party may be entitled.

21. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

22. **FACSIMILE SIGNATURES.** In the event executed copies of this Agreement are provided by one party to the other by facsimile transmission or email, the original copies shall be sent by the signing party to the other party as soon as reasonably feasible, and pending the receipt thereof, the facsimile/email copies and the signatures thereon shall for all purposes be treated as originals.



23. FURTHER ASSURANCES. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

24. NOTICES. Any notices permitted or required hereunder shall be in writing and shall be (a) given by personal delivery, (b) mailed by certified or registered mail, postage prepaid, return receipt requested, (c) sent by reputable overnight delivery service (e.g., UPS, Federal Express, DHL or Airborne), (d) sent by facsimile transmission to the party at the address or facsimile number set forth beneath the signature line for such party below, or (e) sent by electronic transmission to the party at the e-mail address set forth beneath the signature line for such party below. Any party may change its address for notice purposes by giving notice of such change in the manner set forth above.

25. FORCE MAJEURE. Neither party hereto shall be liable to the other party for any losses or damages attributable to a default in or breach of this Agreement which is the result of any cause beyond the reasonable control of such party and without its fault (including, without limitation, effects of fire, strike, war, insurrection, terrorism, acts of God, civil or military authority, civil disturbance and government restriction or prohibition) and the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. The party affected by any event of force majeure shall inform the other party thereof in writing without delay and shall endeavor to take up its performance under this Agreement again as soon as reasonably possible.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

“CASA”

“CONSULTANT”

CALIFORNIA ASSOCIATION OF
SANITATION AGENCIES

By _____
Adam D. Link
Executive Director

By _____

Date: _____

Date: _____

925 L St., Suite 200
Sacramento, CA 95814
Telephone: 916-446-0388
E-mail: alink@casaweb.org



Exhibit A - SCOPE OF SERVICES

The Program Manager's role is to provide overall program management for the Study. The Program Manager will manage the technical team performing emissions tests and act as a coordinator with the regulators, source test consultant(s), and the Steering Committee.

Tasks will consist of:

1. Leading and organizing efforts needed to obtain regulatory approval for the Study. The Project Manager will be responsible for scheduling, facilitating, leading and providing minutes for meetings amongst the Steering Committee, source test contractor(s) and regulators. Based upon these responsibilities it is desired that the Project Manger have extensive experience with wastewater treatment plants and be familiar with air quality regulations and applicable source testing procedures.
2. Retaining consultant(s) needed to complete the Study with the review and approval of the Steering Committee. At minimum, a source test consultant shall be retained to draft a source test protocol for the Study. The source test protocols shall include a list of facilities and processes to be tested, sampling methods and laboratory methods proposed for the Study. The protocol shall be remitted to the Steering Committee for review prior to distribution to any regulatory agencies. As such, the protocol should be a comprehensive protocol that explains how the Study will comply with applicable regulations and provide representative emission factors for the air toxics to be tested. CASA reserves the right to contract directly with the source testing team and laboratory if it is in the best interests of CASA and their members.
3. Recommending a technical methodology for the Study to the Steering Committee. The methodology should attempt to minimize the number of tested facilities and processes to represent the emissions from the wastewater sector. At this time the Steering Committee desires to characterize emissions from all emission sources subject to the CTR/EICG (e.g., area sources, point sources and stationary combustion sources).
4. Presenting the technical methodology and leading regulatory negotiations⁴. The objective is to obtain approval for a cost-effective methodology that will yield representative and meaningful results.
5. Maintaining contact lists for regulators (CARB, and Local Air District participants), stakeholders (regulated agency general contact representative, regulated agency funding representative, regulated agency technical representative), participating regulated agencies (WWTP test sites) operations representatives, and source test

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consultant(s). A draft list of the above stakeholders will be provided to the selected consultant.

6. Finalize the list of WWTPs subject to the regulation based on a draft list provided by the Steering Committee
 - a. Covered systems equal to or greater than 10 MGD average daily flow
 - b. Uncovered systems equal to or greater 5 MGD average daily flow
7. Maintain and circulate minutes and action items for meetings with regulators, Steering Committee members, WWTP test site representatives, and emission testing consultant(s).
8. Retain qualified source test consultant(s) needed to complete the Study. The Steering Committee will assist with review of qualified source test consultant(s) and will ultimately approve the recommended firm(s). The Steering Committee will also review and approve all laboratories proposed by source test consultant(s). The Steering Committee desires consistency and prefers all samples to be analyzed by one laboratory, if feasible.
9. Manage the source test consultant(s) including schedule, progress payment approval, WWTPs test site coordination.
10. Provide monthly progress reports to the Steering Committee for the duration of the project.
11. Prepare draft and final Study reports.
12. Present the draft report and findings to the Steering Committee for review and comment.
13. Present the updated draft Study report, reflecting comments from the Steering Committee, and findings to the regulators for review and comment.
14. Incorporate comments from the regulators and finalize the report.
15. Documents shall be delivered in MS Word, Excel, and pdf formats.

Exhibit B - INSURANCE REQUIREMENTS

CONSULTANT shall, at no cost to CASA, procure and maintain, for the duration of this Agreement, insurance against claims for injuries or death of persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subconsultants or professionals.



A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage.
2. Automobile liability coverage for all vehicles driven by CONSULTANT or its employees, subcontractors, and agents.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by CASA. At the option of CASA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CASA, its officers, directors, agents, employees and volunteers; or CONSULTANT shall provide a financial guarantee satisfactory to CASA



guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Cancellation

Each insurance policy required by this Exhibit B shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CASA.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CASA.

F. Verification of Coverage

CONSULTANT shall furnish CASA with original certificates and amendatory endorsements effecting coverage required by this Exhibit B prior to commencing any activity pursuant to this Agreement. All certificates and endorsements are to be received and approved by CASA before work commences. CASA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

G. Additional Insured

CASA, its officers, directors, agents, employees and volunteers are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT.