Sacramento Regional County Sanitation District

Request for Proposal

Solar Photovoltaic Generating System
Consulting Services

July 25, 2014
Request for Proposal

Solar Photovoltaic Generating System Consulting Services

1. Introduction

The Sacramento Regional County Sanitation District (Regional San) is soliciting proposals from consultants experienced in the field of photovoltaic (PV) system design, installation and operation. Regional San anticipates executing an agreement with the selected consultant to identify and evaluate alternatives for a PV system to be installed at the Sacramento Regional Wastewater Treatment Plant (SRWTP) in Elk Grove, CA.

2. Background

Regional San owns and operates the regional wastewater conveyance system and the SRWTP. At Regional San, we provide wastewater conveyance and treatment services to residential, industrial and commercial customers throughout unincorporated Sacramento County; the cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, Sacramento and West Sacramento; and the communities of Courtland and Walnut Grove.

In 2010, Regional San was issued stringent new treatment requirements from the State of California that requires Regional San to make the most significant upgrade to our wastewater treatment plant since its original construction. The effort has been called the EchoWater Project and the improvements, which must be fully functional in 2023, will produce cleaner water for discharge to the Sacramento River and for possible reuse as recycled water.

On March 4, 2014, Regional San circulated the draft Environmental Impact Report (EIR) for the EchoWater Project. The EIR included a mitigation requirement for greenhouse gas emissions. A solar project is one option considered to meet the mitigation requirement of offsetting 4.9 million kilowatt hours of electricity on an annual basis.

Regional San is currently considering PV projects in locations shown on Attachment 1. Other locations will also be considered for a ground mount array during the evaluation period.
3. Objective

The objective of this effort is to develop PV alternatives that meet the mitigation requirement for greenhouse gas emissions associated with the EchoWater project, minimize constraints on existing and future plant operations, minimize impacts to the Bufferlands, and maximize value to Regional San.

4. Scope of Work

The consultant selected pursuant to this Request for Proposal (RFP) will:

  Phase 1 - identify PV system alternatives and prepare a feasibility study.
  Phase 2 - develop a RFP for a power purchase agreement (PPA); evaluate systems proposed by third party vendors; and coordinate with Regional San’s electricity provider regarding interconnection.
  Phase 3 - manage selected system design, installation, and connection to the plant power distribution system; and provide oversight for commissioning operations.

The Consultant shall include a task for project management to cover costs of project administration, conducting project meetings and maintaining project schedule.

Phase 1 – Feasibility Study

An assessment of PV systems and locations (up to four (4) locations), culminating in Regional San’s selection of potential locations(s) system type(s) and a decision whether to proceed.

Anticipated Tasks Include:
  Task 1 – Summarize Existing Information
  Task 2 – Develop PV Alternatives (up to four (4) locations)
  Task 3 – Prepare a Feasibility Report

The Feasibility Report will, at a minimum, include an assessment of the following:

• Type, size, and location of system
• Placement of system components
• Ability to meet EchoWater Project CEQA mitigation
• Connection of the PV system to Regional San’s electrical system
• Operability and constructability of the system
• Compatibility with plant operations and Bufferlands management
• Environmental constraints including impacts to biological resources, cultural resources, aesthetics, and agriculture as well as compatibility with the goals and objectives of the Bufferlands Master Plan
• Cost/benefit analysis
• Estimated PPA price for each system evaluated including a summary of assumed available incentives, credits, etc.
• Implementation schedule

Proposers are encouraged to expand on the preceding list, as appropriate.

**Phase 2 – PV System Procurement**
Preparation and issuance of an RFP, followed by selection of a PV vendor, negotiation of a PPA with the selected vendor, and necessary agreements with the Sacramento Municipal Utility District (SMUD) (interconnection).

Anticipated Tasks Include
Task 4 – Prepare RFP
Task 5 – Analyze Proposals
Task 6 – Assist with PPA Negotiations
Task 7 – Assist with SMUD Interconnection Agreement

It is Regional San’s expectation that in performing the tasks above the consultant will be scoping out what is necessary to procure and install the selected PV system including design reports, plans, specifications, design calculations, schedules, cost estimates, controls and instrumentation, web-based performance monitoring, PPA, and any other items required for the successful installation and operation of the selected PV system PPA.

**Phase 3 – PV System Installation and Commissioning**
Once a PPA is executed, the vendor will proceed with installation, testing, start-up and commissioning.

Anticipated Tasks Include:
Task 8 – Provide Installation Assistance and Oversight
Task 9 – Provide Testing, Startup, and Commissioning Assistance and Oversight

5. Contents of Proposals

Consultants should provide five (5) hard copies of complete and current information for all categories listed below. Font type shall be Times New Roman and minimum font size shall be number 12. Tabloid (11x17) size sheets will only be acceptable for the level of effort table and project schedule. All other information provided shall be on letter (8.5x11) size sheets.
5.1 Project Overview (3 page maximum)
Provide an overview of the services you will provide and your approach based on the scope of work provided in this RFP. Regional San will assess the consultant’s understanding of all aspects of the project based on this portion of the proposal.

5.2 Detailed Project Approach (6 page maximum, including schedule)
Provide a detailed description of the proposed approach to the project as described above. The description shall include details to implement the tasks described in the Scope of Work. Describe in detail any other tasks, services or items that the selected consultant should provide in order to make this a successful project. The approach should recognize, address, and provide resolution for all aspects of the project.

Include a proposed schedule for implementing and completing the identified project tasks.

5.3 Project Team and Organization Chart (3 page maximum, including org chart)
The proposed project team shall be identified, including the specific staff member(s) responsible for each portion of the work. An organizational chart shall be included. Resumes shall be attached at the end of the proposal. The geographic location of the key personnel shall be identified. All proposed subcontractors shall be identified.

5.4 Related Experience (6 page maximum)
Provide a summary of experience with similar projects that the proposed team has completed within the last 4 years. It is important for the proposal to demonstrate that the team has sufficient experience to adequately address each of the items described in the scope of work above. The description of each project should include the year(s) during which the work was performed; the types of organizations (public, private, corporate, etc.) where work was done; the responsibilities of key team members; and the project owner, including telephone number. Provide at least two references to be contacted for an oral interview.

5.5 Level of Effort (1 page maximum)
Provide a table showing the proposed total level of effort, in hours including hourly rate, required to complete each task identified in the scope of work. The table shall show by task, broken down by subtask, the individual estimated involvement of each key staff member presented in the team organizational chart. Supporting staff can be shown by various classes of employees to be used for the services. Services provided by subcontractors shall be shown separately within the table. Cost information for task and subtask should be included in the proposal and will be used as part of the proposal evaluation.
5.6 Conflicts of Interest
Firms submitting proposals in response to this RFP must disclose to the Regional San any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the services to be provided under the agreement to be awarded under the RFP. If a firm has no conflicts of interest, a statement to that effect shall be included in the proposal.

5.7 Indemnity
Consultant is expected to agree to the following express indemnity clause which shall be incorporated into the Agreement.

A. For work or services provided under this Agreement, which are not professional services, CONSULTANT shall indemnify, defend, and hold harmless SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their respective Board of Directors/Supervisors, officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of DISTRICT, the County of Sacramento, their respective Boards, officers, directors, agents, employees and volunteers.

B. For professional services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their respective Board of Directors/Supervisors, officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this Agreement. The provisions of this indemnity shall survive the expiration or termination of the Agreement.

5.8 Insurance
Insurance Requirements
Consultant shall include information sufficient to demonstrate the ability to provide the following minimum levels of insurance:

CONSULTANT shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:
General Aggregate: $2,000,000
Products Comp/Op Aggregate: $2,000,000
Personal & Adv. Injury: $1,000,000
Each Occurrence: $1,000,000
Fire Damage: $100,000

Automobile Liability:
   a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, $1,000,000 Combined Single Limit.
   b. Personal Lines Automobile Liability for Individually owned vehicles, $250,000 per person, $500,000 each accident, $100,000 property damage.

Workers' Compensation: Statutory.
Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: $1,000,000 per claim and aggregate.

The insurance limits and coverages may be adjusted by REGIOANAL SAN at the time of the best and final proposal, contract negotiations, or during the service agreement to cover changes in risk and safety needs. Extensions of policy provisions to cover the interest of REGIOANAL SAN and its member agencies, such as additional insured, primary language, waiver of subrogation, maintenance of insurance, certificates of insurance, and other requirements will be concluded during the final contract negotiation.

6. Due Date

Five (5) hard copies of the proposal are due at the Regional San Office, 10060 Goethe Road, Sacramento, CA 95827, no later than 2:00 PM on August 27, 2014. Proposals are to be addressed to Steve Nebozuk. Any questions regarding this RFP should be directed to the Project Manager, Steve Nebozuk at (916) 876-6118, or via email at nebozus@sacsewer.com.

Proposals must be bound or stapled in the left corner, include a table of contents, and have information in the order given in the RFP.

A statement should be provided identifying any information, which the Consultant contends is confidential and the legal basis for such a claim. When information is requested under the California Public Records Act, Regional San will assert the confidentiality of such information only if requested by the Consultant and where the Consultant has entered into an agreement with Regional San to defend and indemnify Regional San for any liability, loss, costs and expenses incurred in asserting such confidentiality as part of the proposal. The
final determination as to whether or not Regional San will assert a claim of confidentiality is in the sole discretion of Regional San.

If applicable, Consultants submitting proposals to this RFP should provide a statement that nothing contained in the submitted proposal will be proprietary.

7. Proposal Rating Criteria

Regional San will evaluate all proposals containing the information requested and prepared in the format required by this RFP. A selection committee consisting of staff from various sections of Regional San will rate the proposals received. The criteria for evaluating the written proposals are described in the Proposal Evaluation form provided at the end of the RFP.

As these criteria are extremely important in the evaluation, all proposals should provide complete information. Although price is a factor in the evaluation, it will not be the sole determining factor in awarding the contract. The evaluation will consider both quantitative and qualitative aspects of each proposal.

The evaluation of proposals will consider the firm’s apparent understanding of, and ability to perform project work as exemplified by the firm’s analysis, modification (if necessary) and response to the RFP’s proposed scope of study.

8. Selection and Approval Process

Regional San may select the proposal it determines will best serve its interests. The successful consultant will be selected in accordance with the Proposal Evaluation Criteria. Written notification of the outcome of the selection process will be mailed to all consultants who submitted a proposal. Regional San may elect to hold interviews with two (2) or more of the highest scoring firms as part of the selection process, if it is determined necessary.

Initial discussions will be conducted between Regional San staff and the selected consultant to clarify the scope of services, staffing schedules, level of effort, and contract costs immediately after the ranking is complete. The intent of the discussion is to conceptually agree on the items listed above. Staff will then enter final negotiations with the selected consultant with the intent of agreeing on a mutually acceptable service contract.

If Regional San staff is unable to negotiate a suitable contract with the selected consultant, Regional San will initiate negotiations with the consultant with the next highest score from the proposal evaluations, following the process discussed above, with the intent of agreeing on a mutually acceptable service contract.
The following are anticipated dates of activities involved with the consultant selection:

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
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<tbody>
<tr>
<td>July 25</td>
<td>Issue RFP</td>
</tr>
<tr>
<td>August 12</td>
<td>Pre-Proposal Meeting and Site Visit</td>
</tr>
<tr>
<td>August 27 by 2:00 pm</td>
<td>Proposal Due Date</td>
</tr>
<tr>
<td>September 9 – 11</td>
<td>Interviews if necessary</td>
</tr>
<tr>
<td>September 12</td>
<td>Consultant Selection (staff recommendation)</td>
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</tbody>
</table>

Regional San may choose not to select any of the proposals.

9. Solicitation of Subconsultants, Subcontractors, Other Service Providers, and Suppliers

If consultant intends to solicit sub-proposals and/or quotes for certain tasks on this project from qualified sub consultants, subcontractors, other service providers and suppliers, consultant must not discriminate in the solicitation process and is encouraged to include qualified minority and women-owned firms in such solicitation opportunities.

Substitution of any subconsultants, subcontractors, and other service providers and supplies identified in the agreement shall not be made without the written consent of Regional San.

10. Employment Practices

Please provide a summary of your firm’s employment policies and procedures including any equal employment opportunity and affirmative action policies.

11. Pertinent Information

11.1 Notification Requirements

Any party that plans to submit a proposal should contact the Project Manager to ensure that they receive addenda or supplements to this RFP. The Project Manager will only send supplements to the RFP to parties that have made contact.

11.2 Pre-Proposal Meeting and Site Visit

A pre-proposal meeting will be held on August 12 from 1:00 to 3:00 pm at the SRWTP in Elk Grove, CA. A location map is included as Attachment 2 to this RFP. The purpose of the meeting is to provide an opportunity to become familiar with potential project sites and discuss questions the consultants may have regarding Regional San’s expectations for the project. We will be touring areas of the treatment plant and Bufferlands so please dress appropriately. Attendance at this meeting is not required but strongly encouraged.
11.3 Addenda and Supplements
If it becomes necessary to revise any part of this RFP, or if questions arise that require clarification, an addendum to the RFP will be provided to all firms that have contacted the Project Manager, pursuant to section 11.1 of this RFP.

11.4 Proposal Costs
All costs associated with the development of the proposal shall be the responsibility of the consultant and shall not be chargeable in any manner to Regional San.

11.5 Use of Proposal Ideas
Regional San reserves the right to use any or all firms’ ideas presented in the proposals. Selection or rejection of the proposal does not affect this right.

11.6 Bids for System Installation
The consultant selected for this project is precluded from being eligible to bid as the supplier, builder, or operator of the selected system.

11.7 Sample Agreement
A sample agreement is included as Attachment 3 to this RFP.
PROPOSAL EVALUATION  
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

Professional Consultant Firm

Address

City  
State  
State  
Zip

Telephone  
Contact

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Rating</th>
<th>Weight</th>
<th>Total (RxW)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsiveness to RFP Requirements</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project overview</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detailed project approach</td>
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</tr>
<tr>
<td>Project team</td>
<td>6</td>
<td></td>
<td></td>
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<tr>
<td>Related experience</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level of effort</td>
<td>5</td>
<td></td>
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</tbody>
</table>

Rating  1-7 Points (most value)  
Weight   1-7 Points (important to project)
Potential Solar Project Locations
DRIVING TO OUR TREATMENT PLANT

The Sacramento Regional Wastewater Treatment Plant is located at 8521 Laguna Station Road, near the intersection of Franklin and Laguna Boulevards in Elk Grove, California.

Please allow about 30 minutes of driving time from downtown Sacramento.

From Interstate 5:
Exit at Laguna Boulevard and proceed east to Franklin Boulevard.

From State Highway 99:
Exit at Laguna Boulevard/Bond Road and proceed west on Laguna to Franklin Boulevard.

On Franklin Boulevard:
Proceed north on Franklin past the stoplight on Big Horn Boulevard to Sims Road. Turn left onto Sims Road before the railroad tracks and then turn right onto Laguna Station Road. Follow the road to the SRWTP security kiosk. Park in the visitor parking area by the flagpole.

For additional driving instructions:
Call the Treatment Plant Reception at (916) 875-9000.
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

AGREEMENT FOR
SOLAR PHOTOVOLTAIC GENERATING SYSTEM
CONSULTING SERVICES

THIS AGREEMENT is made and entered into on this _____ day of ___________, 2014 by and between the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter referred to as "REGIONAL SAN,” and TBD, a business, such as: an individual, a partnership, a California corporation, etc., hereinafter referred to as “CONSULTANT”.

RECITALS

WHEREAS, REGIONAL SAN Resolution No. SR-1624 authorizes the District Engineer (hereinafter referred to as “DISTRICT ENGINEER”) to contract for consulting services on behalf of REGIONAL SAN; and

WHEREAS, DISTRICT ENGINEER, pursuant to the provisions of Resolution No. SR-1624, has determined that it is desirable to retain a consultant to provide consulting services for Solar Photovoltaic Generating System; and

WHEREAS, CONSULTANT has proposed to provide the requested services for the compensation to be provided herein; and

WHEREAS, REGIONAL SAN issued a Request for Proposals and selected CONSULTANT from among the respondents on the basis of CONSULTANT’S proposal providing the best meeting of REGIONAL SAN'S needs and providing the best value; and

WHEREAS, REGIONAL SAN and CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, REGIONAL SAN and CONSULTANT agree as follows:

1. SCOPE OF SERVICES
   CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM
   This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be DATE.
3. **NOTICE**
Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

**TO REGIONAL SAN:**
Regional San  
8521 Laguna Station Rd.  
Elk Grove, CA 95758  
Attn: Contracts Payment Desk

**TO CONSULTANT:**
Name  
Address  
Attn:

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. **COMPLIANCE WITH LAWS**
CONSULTANT shall observe and comply with all applicable federal, state, and county and REGIONAL SAN laws, regulations and ordinances.

5. **GOVERNING LAWS AND JURISDICTION**
This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. **LICENSES AND PERMITS**
A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by REGIONAL SAN. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by REGIONAL SAN.

B. CONSULTANT further certifies to REGIONAL SAN that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. Consultant certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

7. **PREVAILING WAGES**
CONSULTANT shall comply with the provisions of the California Labor Code, specifically, but not limited to, Chapter 1, commencing at Section 1720, of Part 7 of Division 2 (payment of prevailing wages). The prevailing rates for per diem wages shall be those rates determined by the Director of the California Department of Industrial Relations.
8. **PERFORMANCE STANDARDS**
CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT’S services.

9. **OWNERSHIP OF WORK PRODUCT**
All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT provided hereunder shall be the exclusive property of REGIONAL SAN and shall be delivered to REGIONAL SAN upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by REGIONAL SAN. REGIONAL SAN recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT’S services and are not designed for use other than what is intended by this Agreement.

10. **STATUS OF CONSULTANT**
A. It is understood and agreed that CONSULTANT (including CONSULTANT’S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT’S assigned personnel shall not be entitled to any benefits payable to employees of REGIONAL SAN. REGIONAL SAN is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent contractor, CONSULTANT hereby indemnifies and holds REGIONAL SAN harmless from any and all claims that may be made against REGIONAL SAN based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of REGIONAL SAN as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and REGIONAL SAN shall have no right or authority over such persons or the terms of such employment.

D. It is further understood and agreed that as an independent contractor and not an employee of REGIONAL SAN, neither the CONSULTANT nor CONSULTANT’S assigned personnel shall have any entitlement as an REGIONAL SAN employee, right to act on behalf of REGIONAL SAN in any
capacity whatsoever as agent, nor to bind REGIONAL SAN to any obligation whatsoever. CONSULTANT shall not be covered by worker’s compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by REGIONAL SAN to employees of REGIONAL SAN.

E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT’S assigned personnel under the terms and conditions of this Agreement.

F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that REGIONAL SAN shall withhold seven percent (7%) of all income paid to CONSULTANT under this Agreement for payment and reporting to the California Franchise Tax Board because CONSULTANT does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

11. **CONSULTANT IDENTIFICATION**
CONSULTANT shall provide REGIONAL SAN with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8: CONSULTANT’S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONSULTANT.

12. **BENEFITS WAIVER**
If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from REGIONAL SAN: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees’ Retirement System and/or any and all memoranda of understanding between REGIONAL SAN and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from REGIONAL SAN, CONSULTANT agrees to indemnify and hold harmless REGIONAL SAN from any and all claims that may be made against REGIONAL SAN for such benefits.

13. **CONFLICT OF INTEREST**
CONSULTANT and CONSULTANT’S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.
14. **LOBBYING AND UNION ORGANIZATION ACTIVITIES**
   A. CONSULTANT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

   B. If services under this Agreement are funded with state funds granted to REGIONAL SAN, CONSULTANT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

15. **NONTDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**
   A. CONSULTANT agrees and assures REGIONAL SAN that CONSULTANT and any subconsultants shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of REGIONAL SAN or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of REGIONAL SAN employees and agents, and recipients of services are free from such discrimination and harassment.

   B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

   C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

   D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

16. **INDEMNIFICATION**
   A. For work or services provided under this Agreement, which are not professional services, CONSULTANT shall indemnify, defend, and hold harmless SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their respective Board of Directors/Supervisors, officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement.
regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of DISTRICT, the County of Sacramento, their respective Boards, officers, directors, agents, employees and volunteers.

B. For professional services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their respective Board of Directors/Supervisors, officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys’ fees, arising out of or resulting from the negligent performance of the professional services provided under this Agreement. The provisions of this indemnity shall survive the expiration or termination of the Agreement.

17. INSURANCE
Without limiting CONSULTANT’S indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that REGIONAL SAN shall not pay any sum to CONSULTANT under this Agreement unless and until REGIONAL SAN is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

18. INFORMATION TECHNOLOGY ASSURANCES
CONSULTANT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONSULTANT in the performance of services under this Agreement, other than those owned or provided by REGIONAL SAN, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to REGIONAL SAN under this Agreement.

19. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS
A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by REGIONAL SAN in accordance with express provisions in this Agreement.

B. CONSULTANT shall submit an invoice in accordance with the procedures prescribed by REGIONAL SAN on a monthly basis, upon completion of services, for services provided in the prior month. Invoices shall be submitted to REGIONAL SAN no later than the fifteenth (15th) day following the invoice period, and REGIONAL SAN shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.

C. REGIONAL SAN operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the
prior fiscal year shall not be honored by REGIONAL SAN unless CONSULTANT has obtained prior written REGIONAL SAN approval to the contrary.

D. CONSULTANT shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

E. In the event CONSULTANT fails to comply with any provisions of this Agreement, REGIONAL SAN may withhold payment until such non-compliance has been corrected.

20. **SUBCONTRACTS, ASSIGNMENT**
   A. CONSULTANT shall obtain prior written approval from REGIONAL SAN before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by REGIONAL SAN for the performance of any subconsultant whether approved by REGIONAL SAN or not.

   B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of REGIONAL SAN.

21. **AMENDMENT AND WAIVER**
   Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon REGIONAL SAN unless agreed in writing by the District Engineer and counsel for REGIONAL SAN.

22. **SUCCESSORS**
   This Agreement shall bind the successors of REGIONAL SAN and CONSULTANT in the same manner as if they were expressly named.

23. **TIME**
   Time is of the essence of this Agreement.

24. **INTERPRETATION**
   This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.
25. **DISTRICT ENGINEER**

As used in this Agreement, "District Engineer" shall mean the District Engineer of Sacramento Regional County Sanitation District, and Sacramento Area Sewer District, or his designee.

26. **DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. REGIONAL SAN shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

27. **TERMINATION**

A. REGIONAL SAN may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by REGIONAL SAN to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. REGIONAL SAN may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, REGIONAL SAN may proceed with the work in any manner deemed proper by REGIONAL SAN. If notice of termination for cause is given by REGIONAL SAN to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. REGIONAL SAN may terminate or amend this Agreement immediately upon giving written notice to CONSULTANT, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to REGIONAL SAN is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in REGIONAL SAN 'S yearly proposed and/or final budget are not appropriated by REGIONAL SAN for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by REGIONAL SAN as a result of mid-year budget reductions.
D. If this Agreement is terminated by REGIONAL SAN under paragraph (A) or (C) above:

1. CONSULTANT shall cease rendering services pursuant to this Agreement as of the termination date.

2. CONSULTANT shall deliver to REGIONAL SAN copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostatting, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

3. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONSULTANT can legally cancel.

E. If this Agreement is terminated under paragraphs (A) or (C), above, CONSULTANT shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.

28. REPORTS
CONSULTANT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by the District Engineer concerning CONSULTANT’S activities as they affect the contract duties and purposes herein. REGIONAL SAN shall explain procedures for reporting the required information.

29. AUDITS AND RECORDS
Upon REGIONAL SAN'S request, REGIONAL SAN or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT’S premises, CONSULTANT’S financial and program records as REGIONAL SAN deems necessary to determine CONSULTANT’S compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four years following termination of the Agreement, and shall make them promptly available for copying upon REGIONAL SAN'S request at REGIONAL SAN'S expense. REGIONAL SAN shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT’S financial and program records related to this Agreement.

30. PRIOR AGREEMENTS
This Agreement constitutes the entire contract between REGIONAL SAN and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between REGIONAL SAN and CONSULTANT regarding the
subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

31. **SEVERABILITY**
If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

32. **FORCE MAJEURE**
Neither CONSULTANT nor REGIONAL SAN shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

33. **SURVIVAL OF TERMS**
All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

34. **DUPLICATE COUNTERPARTS**
This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

35. **AUTHORITY TO EXECUTE**
Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

(SIGNATURE PAGE FOLLOWS)
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700

By: ______________________________
Prabhakar Somavarapu, District Engineer

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

Date: _____________________________

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY DISTRICT COUNSEL

Prepared by: ________________________
Katherine Ferreira, Senior Contract Services Officer
Internal Services Department
Sanitation Districts Agency
Phone: (916) 876-6074
EXHIBIT A to Agreement
Between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
and TBD

SCOPE OF SERVICES

1. REQUEST FOR PROPOSAL AND CONSULTANT’S PROPOSAL
   A. The scope of services to be provided by this Agreement are those services identified in REGIONAL SAN’S Request for Proposal (RFP) dated [date], and CONSULTANT’S Proposal dated [date]. Both the RFP and the Proposal are hereby incorporated into this Agreement as Attachments 1 and 2, respectively, and made a part of this Agreement. In the event of any inconsistencies or ambiguities, the Proposal shall govern over the RFP, and this Agreement shall govern over all. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.

   B. The District Engineer or designee, may negotiate with CONSULTANT and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of REGIONAL SAN.

   C. ON-CALL OR SPECIAL SERVICES
      Special Services shall be provided by CONSULTANT on an "on-call" basis: when requested by REGIONAL SAN’S Project Manager, CONSULTANT shall provide project-specific proposals and shall commence the proposed services only upon written authorization of REGIONAL SAN’S District Engineer. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.

2. SCHEDULE
   CONSULTANT shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between REGIONAL SAN and CONSULTANT.

3. RESPONSIBILITIES OF REGIONAL SAN AND CONSULTANT FOR SCOPE
   A. REGIONAL SAN, or its authorized representatives, shall review all documents submitted by CONSULTANT and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONSULTANT. REGIONAL SAN shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONSULTANT’S services and of the project.
B. CONSULTANT shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by REGIONAL SAN shall not be deemed to constitute acceptance or waiver by REGIONAL SAN of any error or omission as to such work. CONSULTANT shall coordinate the activities of any subconsultants and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

4. AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK
CONSULTANT is retained to provide and perform the scope of services covered by this Agreement. CONSULTANT, including CONSULTANT’S assigned personnel, shall have no authority to represent REGIONAL SAN or REGIONAL SAN staff at any meetings of public or private agencies unless an appropriate REGIONAL SAN official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONSULTANT shall possess no authority or right to act on behalf of REGIONAL SAN in any capacity whatsoever as agent, nor to bind REGIONAL SAN to any obligations whatsoever. REGIONAL SAN is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

5. PUBLICATION OF DOCUMENTS AND DATA
CONSULTANT shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of REGIONAL SAN without the prior written consent of REGIONAL SAN, however submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either REGIONAL SAN or CONSULTANT.

6. PROJECT PERSONNEL
In the performance of the services hereunder, CONSULTANT shall provide the personnel as set forth in the Proposal. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the District Engineer or his authorized representative before any such change may be made. Key contacts for this project shall be as follows:
EXHIBIT B to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
and TBD

REGIONAL SAN INSURANCE REQUIREMENTS

Without limiting CONSULTANT'S indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONSULTANT, its agents, representatives, or employees. REGIONAL SAN shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of REGIONAL SAN Risk Manager, insurance provisions in these requirements do not provide adequate protection for REGIONAL SAN and for members of the public, REGIONAL SAN may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. REGIONAL SAN'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage
CONSULTANT shall furnish REGIONAL SAN with certificates evidencing coverage required below. Copies of required endorsements must be attached to certificates provided. REGIONAL SAN Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of REGIONAL SAN and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by REGIONAL SAN before performance commences. REGIONAL SAN reserves the right to require that CONSULTANT provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance
Coverage shall be at least as broad as:

   GENERAL LIABILITY: Insurance Services Office’s Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by REGIONAL SAN Risk Manager.

   AUTOMOBILE LIABILITY: Insurance Services Office’s Commercial Automobile Liability coverage form CA 0001. Commercial Automobile Liability: auto coverage symbol “1” (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.
WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance, if applicable.

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONSULTANT'S profession.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers’ Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. **Minimum Limits of Insurance**
   CONSULTANT shall maintain limits no less than:

   General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

   - General Aggregate: $2,000,000
   - Products Comp/Op Aggregate: $2,000,000
   - Personal & Adv. Injury: $1,000,000
   - Each Occurrence: $1,000,000
   - Fire Damage: $100,000

   Automobile Liability:
   a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, $1,000,000 Combined Single Limit.
   b. Personal Lines Automobile Liability for Individually owned vehicles, $250,000 per person, $500,000 each accident, $100,000 property damage.

   Workers' Compensation: Statutory.

   Employer's Liability: $1,000,000 per accident for bodily injury or disease.

   Professional Liability or Errors and Omissions Liability: $1,000,000 per claim and aggregate.

4. **Deductibles and Self-Insured Retention**
   Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by REGIONAL SAN.

5. **Claims Made Professional Liability Insurance**
   If professional liability coverage is written on a Claims Made form:
   a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.
b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. **Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

7. **All Policies:**

   a. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT and the general public are adequately protected.

   b. **Maintenance of Insurance Coverage:** The CONSULTANT shall maintain all insurance coverages and limits in place at all times and provide SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONSULTANT is required by this Agreement to immediately notify SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONSULTANT shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage or scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

8. **Commercial General Liability and/or Commercial Automobile Liability:**

   a. **Additional Insured Status:** SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento and their officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and...
the County of Sacramento and their officers, directors, officials, employees, or volunteers.

b. **CIVIL CODE PROVISION**: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

c. **PRIMARY INSURANCE**: For any claims related to this agreement, CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento and their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento and their officers, directors, officials, employees, or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.

d. **SEVERABILITY OF INTEREST**: CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. **SUBCONTRACTORS**: CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANT'S subcontractor.

9. **Professional Liability:**
**PROFESSIONAL LIABILITY PROVISION**: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands, and actions arising out of or resulting from professional services provided under this Agreement.

10. **Workers’ Compensation:**
**WORKERS’ COMPENSATION WAIVER OF SUBROGATION**: The workers’ compensation policy required hereunder shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento and their officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONSULTANT. Should CONSULTANT be self-insured for workers' compensation, CONSULTANT hereby agrees to waive its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento and their officers, directors, officials, employees, agents or volunteers.
11. **Notification of Claim**

If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT’S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT, CONSULTANT shall give prompt and timely notice thereof to SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.
EXHIBIT C to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
and TBD

COMPENSATION

1. MAXIMUM PAYMENT TO CONSULTANT
The Maximum Total Payment Amount under this Agreement is: $________.

2. COMPENSATION COMPONENTS
A. Time and Expenses: Compensation for services rendered shall be paid on a time and expenses basis at the usual and customary rates for the services actually rendered, as stated in CONSULTANT’S Budget worksheet, attached hereto as Attachment ___ and by this reference incorporated herein, and shall not exceed $___________. The rates stated in Attachment ___ shall apply for all services provided throughout the term of this Agreement. Total compensation, including fees, expenses, and profit for services rendered by CONSULTANT shall not exceed the Maximum Total Payment Amount under this Agreement listed above.

B. Special or Optional Services: Compensation in the amount of $_______ for services identified in Exhibit A as special or optional services may only be released upon written authorization by the District Engineer.

C. Contingency: An additional contingency in the amount of $______ is hereby established for possible additional services that may be identified during performance of the work covered by this Agreement and which are within the general work parameters of this Agreement. Such contingency may only be released upon written authorization by the District Engineer.

3. ITEMIZED TASKS AND SUBTASKS
If CONSULTANT’S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of REGIONAL SAN’S Project Manager. CONSULTANT shall promptly notify REGIONAL SAN’S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. REGIONAL SAN’S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

4. WORK NOT IN SCOPE OF SERVICES
CONSULTANT shall immediately notify REGIONAL SAN’S Project Manager in writing of any work that REGIONAL SAN requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement.
Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the District Engineer approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT’S compensation is approved and executed by both parties.

5. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION
CONSULTANT shall notify REGIONAL SAN’S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

6. SUBMISSION OF INVOICES
CONSULTANT shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

Sacramento Regional Wastewater Treatment Plant
8521 Laguna Station Road
Elk Grove, CA  95758
ATTN: CONTRACTS PAYMENT DESK

CONSULTANT shall include the following information on all invoices:

1. Contract Number: TBD
2. Project Name: Solar PV Consulting Services
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided and Respective Compensation Requested
6. Any other information deemed necessary by CONSULTANT and/or REGIONAL SAN

REGIONAL SAN may change the address to which subsequent invoices shall be sent by giving written notice designating a change of address to CONSULTANT, which shall be effective upon receipt.

7. PAYMENTS
In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, REGIONAL SAN shall address and submit payments to CONSULTANT at address in the Notice provision of this Agreement.

CONSULTANT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to REGIONAL SAN, which shall be effective upon receipt.