

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
SACRAMENTO AREA SEWER DISTRICT

AGREEMENT FOR
ON-CALL PROFESSIONAL SURVEYING SERVICES

THIS AGREEMENT is made and entered into on _____ by and between the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the SACRAMENTO AREA SEWER 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 SASD," and (TBD), a (nature of business, such as: an individual, a partnership, a California corporation, etc.), hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, REGIONAL SAN Resolution No. SR-2900, Authority No. 4, and SASD Resolution No. SD-0267, Authority No. 4 authorize the District Engineer (hereinafter referred to as "DISTRICT ENGINEER") to contract for consulting services on behalf of REGIONAL SAN and SASD; and

WHEREAS, DISTRICT ENGINEER, pursuant to the provisions of Resolution No. SR-2900, Authority No. 4, and Resolution No. SD-0267, Authority No. 4 has determined that it is desirable to retain a consultant to provide on-call professional surveying services; and

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

WHEREAS, REGIONAL SAN and SASD issued a Request for Proposals and selected CONSULTANT from among respondents on the basis of CONSULTANT'S experience, qualifications and facilities for performing the requested services; and

WHEREAS, REGIONAL SAN, SASD 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, SASD 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 TBD.

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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 and SASD:

Sanitation Districts Agency
10060 Goethe Rd.
Sacramento, CA 95827
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 and SASD 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. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, REGIONAL SAN and SASD shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

7. 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 and SASD. 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 and SASD.
- B. CONSULTANT further certifies to REGIONAL SAN and SASD 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.

8. **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.

9. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE**

- A. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- D. Labor Compliance Program: The County of Sacramento received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance Program and prevailing wage requirements should be directed to the Labor Compliance Section at (916) 875-2711. In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work.
- E. This is a contracting services project in accordance with Section 1771.5 of the California Labor Code.
- F. Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file at the office of the County of Sacramento Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento, CA 95827, and are also available on the internet at <http://www.dir.ca.gov/DLSR/PWD>.

10. **PERFORMANCE STANDARDS**

CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT'S services.

11. 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 SASD and shall be delivered to REGIONAL SAN and SASD 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 and SASD. REGIONAL SAN and SASD 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.

12. STATUS OF CONSULTANT
(FOR SERVICE PROVIDERS WITH FIVE OR MORE FULL-TIME EMPLOYEES)

- 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 and SASD. REGIONAL SAN and SASD are 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 agrees to indemnify, defend, and hold REGIONAL SAN and SASD harmless from any and all claims, including reasonable attorneys' fees, that may be made against REGIONAL SAN and SASD 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 and SASD 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 and SASD 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 and SASD, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have any entitlement as an REGIONAL SAN and SASD employee, right to act on behalf of REGIONAL SAN and SASD in any capacity whatsoever as agent, nor to bind REGIONAL SAN and SASD to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick

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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 and SASD to employees of REGIONAL SAN and SASD.

- 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.

(FOR ALL OTHER SERVICE PROVIDERS)

- 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 and SASD as an independent contractor, CONSULTANT hereby agrees to indemnify, defend, and hold REGIONAL SAN and SASD harmless from any and all claims, including reasonable attorneys' fees, that may be made against REGIONAL SAN and SASD 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 and SASD 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 and SASD 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 and SASD, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have:
- (1) Any entitlement as a REGIONAL SAN and SASD employee.
 - (2) Except as otherwise provided by this Agreement, the right to act on behalf of REGIONAL SAN and SASD in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.
 - (3) 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 and SASD to employees of REGIONAL SAN and SASD.

- E. Notwithstanding CONSULTANT'S status as an independent contractor, REGIONAL SAN and SASD shall withhold from payments made to CONSULTANT such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding REGIONAL SAN and SASD 'S liability under said laws and does not abrogate CONSULTANT'S status as an independent contractor as described in this Agreement. Further, CONSULTANT is not included in any group covered by REGIONAL SAN and SASD'S present agreement with the federal Social Security Administration.

(FOR OUT-OF-STATE SERVICE PROVIDERS)

- F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that REGIONAL SAN and SASD 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.

13. CONSULTANT IDENTIFICATION

CONSULTANT shall provide REGIONAL SAN and SASD 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.

14. 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 and SASD: 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 SASD and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from REGIONAL SAN and SASD, CONSULTANT hereby agrees to indemnify, defend, and hold REGIONAL SAN and SASD harmless from any and all claims, including reasonable attorneys' fees, that may be made against REGIONAL SAN and SASD for such benefits.

15. RETIREMENT BENEFITS/STATUS (Required of retired County employees)

CONSULTANT acknowledges and agrees that REGIONAL SAN and SASD has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONSULTANT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such

retirement benefits that is or will be occasioned as a result of the services provided by CONSULTANT under this Agreement. CONSULTANT waives any rights to proceed against REGIONAL SAN and SASD should SCERS modify or terminate retirement benefits based on CONSULTANT'S provision of services under this Agreement.

16. SCERS POST RETIREMENT EMPLOYMENT POLICY

- A. Any employee of, or contractor retained by, CONSULTANT who is retired from Sacramento County service is subject to SCERS Post Retirement Employment Policy and must adhere to limitations on post-retirement service, including a 180-day waiting period before working for the County, REGIONAL SAN, or SASD, and a 960-hour per calendar year cap when working for the County, REGIONAL SAN, or SASD.
- B. CONSULTANT shall report to REGIONAL SAN and SASD in writing, the names of current and future employees who will provide services under this Agreement, that are retired from Sacramento County employment.
- C. CONSULTANT must report to REGIONAL SAN and SASD in writing on a semi-annual basis (January 5th and July 5th of each calendar year), the names of employees retired from Sacramento County employment providing services under this Agreement, and hours those employees have worked during the applicable reporting period. CONSULTANT shall submit reports to SDASCERSReporting@sacsewer.com.
- D. CONSULTANT shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

17. 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.

18. 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 and SASD, 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.

19. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONSULTANT agrees and assures REGIONAL SAN and SASD that CONSULTANT and any subconsultants shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not

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unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of REGIONAL SAN and SASD, 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 and SASD 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.

20. INDEMNIFICATION

To the fullest extent permitted by law, for work or 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 governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Indemnified Party," and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly attributable to the performance of CONSULTANT, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, CONSULTANT'S subconsultants or subcontractors at any tier, or any other party for which Contractor is legally liable under law.

The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and tendered in writing to CONSULTANT. CONSULTANT shall defend Indemnified Parties with counsel reasonably acceptable to the Indemnified Parties.

Notwithstanding the foregoing, the parties expressly agree that CONSULTANT'S defense obligation under this indemnity obligation shall require CONSULTANT to defend the Indemnified Parties until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under

law. In the event that fault is apportioned between the Indemnified Parties and CONSULTANT, CONSULTANT'S final cost of defense shall not exceed its proportionate percentage of fault. To the extent that CONSULTANT'S cost of defense exceeds its proportionate percentage of fault, the Indemnified Parties shall reimburse CONSULTANT. If requested by the Indemnified Parties, CONSULTANT agrees to participate, at its own expense, in the defense of a Claim to provide testimony or to produce documents or other relevant information.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONSULTANT or CONSULTANT'S subconsultants or subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

21. 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 and SASD shall not pay any sum to CONSULTANT under this Agreement unless and until REGIONAL SAN and SASD 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.

22. 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 and SASD, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to REGIONAL SAN and SASD under this Agreement.

23. 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 and SASD in accordance with express provisions in this Agreement.
- B. CONSULTANT shall submit an invoice in accordance with the procedures prescribed by REGIONAL SAN and SASD for services provided in the prior month. Invoices shall be submitted to REGIONAL SAN and SASD no later than the fifteenth (15th) day following the invoice period, and REGIONAL SAN and SASD shall pay CONSULTANT within thirty (30) days after receipt of an

appropriate and correct invoice.

- C. REGIONAL SAN and SASD 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 and SASD unless CONSULTANT has obtained prior written REGIONAL SAN and SASD 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 and SASD may withhold payment until such non-compliance has been corrected.

24. SUBCONTRACTS, ASSIGNMENT

- A. CONSULTANT shall obtain prior written approval from REGIONAL SAN and SASD 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 and SASD for the performance of any subconsultant whether approved by REGIONAL SAN and SASD or not.
- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of REGIONAL SAN and SASD.

25. 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 and SASD unless agreed in writing by the District Engineer and counsel for REGIONAL SAN and SASD.

26. SUCCESSORS

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

27. TIME

Time is of the essence of this Agreement.

28. 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.

29. 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.

30. 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 and SASD 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.

31. TERMINATION

- A. REGIONAL SAN and SASD 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 and SASD 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 and SASD 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 and SASD may proceed with the work in any manner deemed proper by REGIONAL SAN and SASD. If notice of termination for cause is given by REGIONAL SAN and SASD 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 and SASD 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 and SASD 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 and SASD 'S yearly

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proposed and/or final budget are not appropriated by REGIONAL SAN and SASD 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 and SASD as a result of mid-year budget reductions.

- D. If this Agreement is terminated by REGIONAL SAN and SASD 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 and SASD 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.
- F. The District Engineer has the authority to terminate this Agreement under paragraphs (A), (B), or (C), above.

32. 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 and SASD shall explain procedures for reporting the required information.

33. AUDITS AND RECORDS

Upon REGIONAL SAN and SASD'S request, REGIONAL SAN and SASD 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 and SASD 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 and SASD'S request at REGIONAL SAN and SASD'S expense. REGIONAL SAN and SASD 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.

34. PRIOR AGREEMENTS

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

35. 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.

36. FORCE MAJEURE

Neither CONSULTANT nor REGIONAL SAN and SASD 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).

37. 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.

38. DUPLICATE COUNTERPARTS

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

39. 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.

**ATTACHMENT B - RFP NO. 9098
SAMPLE AGREEMENT**

Contract No.

(SIGNATURE PAGE FOLLOWS)

SAMPLE

**ATTACHMENT B - RFP NO. 9098
SAMPLE AGREEMENT**

Contract No.

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 and
SACRAMENTO AREA SEWER DISTRICT,**
county sanitation districts pursuant to and
operating under the authority of the County
Sanitation District Act, commencing at Health
and Safety Code section 4700

Name of CONSULTANT, entity type

By: _____
Christoph Dobson, District Engineer

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY DISTRICT COUNSEL

Prepared by: _____
Senior Contract Services Officer Internal Services Department
Sanitation Districts Agency
Phone: (916) 876-XXXX

EXHIBIT A to Agreement
Between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT,
SACRAMENTO AREA SEWER DISTRICT, and TBD

SCOPE OF SERVICES

1. SCOPE OF SERVICES

A. The Scope of Services to be provided by this Agreement are those services identified in REGIONAL SAN and SASD'S Request for Proposal (RFP) dated _____, and include but are not limited to the following:

1. Prepare legal descriptions and plat maps for easements and other conveyance documents
2. Provide construction staking in support of the Districts' construction projects
3. Perform construction surveys for the Districts' improvement projects
4. Perform settlement monitoring on the Districts' facilities
5. Establish horizontal and vertical controls
6. Determine locations of property lines, boundaries, easements, and rights of way
7. Establish and adjust benchmarks
8. Create plat maps from existing legal descriptions
9. Perform traditional and aerial topographic surveys to determine and verify locations and elevations of existing or proposed improvements, structures and topographic features
10. Perform photogrammetric control surveys and prepare photogrammetric mapping/orthophotos
11. Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information
12. Prepare and interpret deeds and descriptions
13. Create, stamp and sign subdivision maps, parcel maps, lot line adjustments and other documents as necessary

The following tasks may be needed in association with the surveying services noted above:

1. Creating exhibits associated with real estate documents
2. Document and drawing review comments and recommendations
3. Field inspection and data collection
4. Settlement monitoring and data collection report preparation
5. Meeting attendance
6. Coordination with other Districts' consultants
7. Coordination with developer engineers and other private entities

CONSULTANT will be expected to provide plat and legal descriptions, written reports, technical memorandums, calculations, and other documentation as necessary, and provide surveying and field support during construction activities.

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The CONSULTANT'S Proposal dated is attached hereto as Attachment 1 and incorporated herein by this reference. In the event of any conflict, inconsistency, or ambiguity between this Agreement and the Proposal, 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 and SASD.

C. **ON-CALL OR SPECIAL SERVICES**
Special Services shall be provided by CONSULTANT on an "on-call" basis: when requested by REGIONAL SAN and SASD's Project Manager, CONSULTANT shall provide project-specific proposals and shall commence the proposed services only upon written authorization of REGIONAL SAN and SASD'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 SASD and CONSULTANT.

3. RESPONSIBILITIES OF REGIONAL SAN and SASD AND CONSULTANT FOR SCOPE

A. REGIONAL SAN and SASD, 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 and SASD 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 and SASD shall not be deemed to constitute acceptance or waiver by REGIONAL SAN and SASD 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 and SASD or REGIONAL SAN and SASD staff at any meetings of public or private agencies unless an appropriate REGIONAL SAN and SASD 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 and SASD in any capacity whatsoever as agent, nor to bind REGIONAL SAN and SASD to any obligations whatsoever. REGIONAL SAN and SASD 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 and SASD without the prior written consent of REGIONAL SAN and SASD, 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 and SASD 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:

REGIONAL SAN and SASD:

NAME: Allyson Gillespie

PHONE: (916) 876-5070

E-MAIL: gillespiea@sacsewer.com

CONSULTANT:

NAME:

PHONE:

EMAIL:

EXHIBIT B to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT,
SACRAMENTO AREA SEWER DISTRICT, and TBD

REGIONAL SAN and SASD 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 and SASD 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 and SASD Risk Manager, insurance provisions in these requirements do not provide adequate protection for REGIONAL SAN and SASD and for members of the public, REGIONAL SAN and SASD may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. REGIONAL SAN and SASD'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 and SASD with certificates evidencing coverage required below. Copies of required endorsements must be attached to certificates provided. REGIONAL SAN and SASD 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 SASD 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 and SASD before performance commences. REGIONAL SAN and SASD reserves the right to require that CONSULTANT provide complete 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 and SASD 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.

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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:	\$2,000,000
Each Occurrence:	\$2,000,000

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: \$2,000,000 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 accepted by REGIONAL SAN and SASD.

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.

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- 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. 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 the Additional Insured Parties 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 the Additional Insured Parties with evidence of each policy's renewal within ten (10) days after its anniversary date. CONSULTANT is required by this Agreement to immediately notify the Additional Insured Parties 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 (except for the reduction due to claims), 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, 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 governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT in the performance of work; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT in the performance of the work; or automobiles owned, leased,

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hired or borrowed by CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.

- B. PRIMARY INSURANCE: For any claims related to this agreement, CONSULTANT'S insurance coverage shall be primary insurance as respects any insurance or self-insurance maintained by the Additionally Insured Parties. Any insurance or self-insurance maintained by the Additionally Insured Parties shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- C. 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.
- D. 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 (via a specific endorsement or as required by written contract) to state that the workers' compensation carrier waives its right of subrogation against the Additionally Insured Parties, 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 the Additionally Insured Parties.

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, or any Additional Insured Party, 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,
SACRAMENTO AREA SEWER 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 Proposal, 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 the services identified in **Exhibit A** as special or optional services may only be released upon written authorization by the District Engineer, or duly authorized designee.

C. Contingency: An additional contingency in the amount of \$ _____ is hereby established for the 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.

D. Rate Increases: REGIONAL SAN and SASD's Project Manager and CONSULTANT may negotiate an adjustment to rates effective January 1st of each year throughout the term of this Agreement, effective January 1, 20__, provided that annual adjustments shall not exceed a three percent (3%) increase over the prior year's rates. CONSULTANT shall submit new negotiated rates to REGIONAL SAN and SASD's Project Manager not less than 30 days prior to said effective date. For employees subject to State Prevailing Wages, annual escalations, if any, shall be effective the date(s) stipulated by the Director of Industrial Relations (DIR).

Rate increases may only be initiated upon written authorization by the REGIONAL SAN and SASD's Project Manager. 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.

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E. Consultant Expenses:

1. Non-Reimbursable Expenses Are As Follows: Non-reimbursable expenses include alcoholic beverages, expenses associated with a non-employee who accompanies the employee on official business, personal expenses, and traffic fines or parking tickets.
2. Invoices: CONSULTANT must submit itemized invoices that detail labor hours and expenses. In order to be reimbursed for travel related expenses, CONSULTANT must submit itemized invoices for airfare, hotel stays, cab or shuttle fees, restaurant fees, and related expenses. CONSULTANT must separate out line items for non-taxable expenses.
3. Lodging, Meals, and Travel: Lodging, meals, and travel during this contract period shall be reimbursed as follows:
 - a. Per diem for lodging (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work night, up to five nights per week.
 - b. Per diem for meals and incidentals (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work day, up to five days per week.
 - c. Airfare and local and home transportation costs will be reimbursed at cost with no markup.
 - d. Mileage will be reimbursed at the current IRS rate which can be accessed by clicking the following link:

<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2020>

- F. Maximum Allowable Markups: Maximum allowable markups will be five percent (5%) on subconsultants and other direct costs (ODCs).

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 and SASD'S Project Manager. CONSULTANT shall promptly notify REGIONAL SAN and SASD'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 and SASD'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 and SASD'S Project Manager in writing of any work that REGIONAL SAN and SASD requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this 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 and SASD'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: [REDACTED]
2. Project Name: On-Call Professional Surveying 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 and SASD

REGIONAL SAN and SASD 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 and SASD 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 and SASD, which shall be effective upon receipt.