





























ATTACHMENT K - RFP NO. 9070  
SAMPLE AGREEMENT

Contract No. **TBD**

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

**TBD**

By: \_\_\_\_\_  
Prabhakar Somavarapu, District Engineer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Approved by the Board of Directors  
with Authority Delegated to the District  
Engineer to execute the Agreement on behalf of  
REGIONAL SAN.

Agenda Date: \_\_\_\_\_

Item Number: \_\_\_\_\_

Resolution No.: \_\_\_\_\_

Contract and Consultant Tax Status Reviewed and Approved by District Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Krista C. Whitman  
Assistant County Counsel

Prepared by: \_\_\_\_\_

Katherine E. Manne, 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 \_\_\_\_\_, and CONSULTANT'S Proposal dated \_\_\_\_\_. 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:

**REGIONAL SAN:**

NAME: Kyle Frazier  
PHONE: 916-876-6029  
E-MAIL: frazierk@sacsewer.com

**CONSULTANT:**

**TBD**



**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 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:	\$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.

**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. 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 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, BROWN AND CALDWELL, CAROLLO ENGINEERS, INC., and each of their subconsultants, BROWN AND CALDWELL/CAROLLO ENGINEERS, INC., A JOINT VENTURE, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and volunteers and agents (each an "Additional Insured Party," and collectively "Additionally Insured Parties"), are to be included 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 in the performance of the work; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded the Additionally 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 subconsultants and 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 or any Additionally Insured Party, CONSULTANT shall give prompt and timely notice thereof to SACRAMENTO REGIONAL COUNTY SANITATION 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 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 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 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'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'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 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.

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'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. 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: Engineering Services for the Elk Grove Transmission Main and Franklin/Eschinger Distribution Pipelines
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.

ATTACHMENT K - RFP NO. 9070  
SAMPLE AGREEMENT

Contract No. **TBD**

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.