



ADDENDUM NO. 1

**TO THE PROSPECTIVE RFP PROPOSERS OF
PHYTOPLANKTON AND ZOOPLANKTON ENUMERATION SERVICES
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT**

The changes amended in the RFP are as follows:

1. Wording Clarification:

On page 3, in Section 5.B., the consultant should list all of the freshwater and brackish water phytoplankton and zooplankton species that they have previously identified from the Sacramento River and California-Delta regions. If the consultant has not analyzed samples from this region, then they may submit a list of all the freshwater and brackish water phytoplankton and zooplankton species that they have previously identified from another waterbody. Marine phytoplankton and zooplankton species should not be included in the identification list.

2. Scoping Clarification:

Consulting firms may apply to provide enumeration analytical services for only a portion of the project's defined scope of services, such as applying to identify and enumerate only zooplankton or only phytoplankton samples, but not both. Regional San intends to award one (1) contract for analytical services, but reserves the right to award contracts to multiple firms for sub-sets of the specified services if it is in the best interest of Regional San to do so.

3. Changes to the sample contract agreement:

Replace Articles 9A-Status of Consultant, and Article 11-Benefits of the Sample Agreement with the following language:

9A. STATUS OF CONSULTANT

[FOR SERVICE PROVIDERS WITH FIVE OR MORE FULL-TIME EMPLOYEES]

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 agrees to indemnify, **defend**, and hold REGIONAL SAN harmless from any and all claims, **including reasonable attorneys' fees**, 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.

9A. STATUS OF CONSULTANT

[FOR ALL OTHER SERVICE PROVIDERS]

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 as an independent contractor, CONSULTANT hereby agrees to indemnify, **defend**, and hold REGIONAL SAN harmless from any and all claims, **including reasonable attorneys' fees**, 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.

15. 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 hereby agrees to indemnify, **defend**, and hold REGIONAL SAN harmless from any and all claims, **including reasonable attorneys' fees**, that may be made against REGIONAL SAN for such benefits.

Thank you,



Tim Mussen
Scientist
Sacramento Regional County Sanitation District