Request for Proposal (RFP)

Engineering Services for

Cathodic Protection Rehabilitation Project Phase II

March 2014
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#### SECTION

### VII. EXHIBITS

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</table>
I. **PROJECT BACKGROUND**

In 2008 the Sacramento Regional County Sanitation District (Regional San) completed an initial evaluation of a limited number of cathodic protection systems at the Sacramento Regional Wastewater Treatment Plant (SRWTP) and interceptor systems. The evaluation was considered to be the first step in the development of an overall corrosion control strategy for Regional San.

The group of cathodic protection systems were surveyed and the results indicated portions of the cathodic protection systems were either not electrically continuous or had depleted systems that did not meet the National Association of Corrosion Engineers (NACE) criteria. Consequently, a design for repairs was completed in June 2010 and repairs to the systems were performed later that year.

Phase II is a continuation of the effort to evaluate the remaining systems that have not been tested. The following systems represent the basis for the work in this project.
<table>
<thead>
<tr>
<th>Description</th>
<th>Material</th>
<th>Approx. Length or Size (ft)</th>
<th>Number of Test Stations</th>
<th>Installation Contract</th>
<th>Test Station Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digester 8, 10 and 11 Drain Lines (TD), 10” lines.</td>
<td>Cast Iron</td>
<td>220</td>
<td>6</td>
<td>2719</td>
<td>Monitoring Stations</td>
</tr>
<tr>
<td>Digester 8, 10 and 11 Overflow (OF) Lines. Lines vary in size, 4”, 12” and 18”.</td>
<td>Ductile Iron</td>
<td>570</td>
<td>3</td>
<td>2719</td>
<td>Monitoring Stations</td>
</tr>
<tr>
<td>Digester 1, 2, 3, 4, 5, 6 and 7 Overflow (OF) Lines. Vary from 8”, 10” and 12” Lin.e</td>
<td>Ductile Iron</td>
<td>1250</td>
<td>0</td>
<td>2719</td>
<td>See note 1</td>
</tr>
<tr>
<td>Low Pressure Sludge Gas (LSG) Tanks.</td>
<td>Steel</td>
<td>60’ Dia. Tanks</td>
<td>2</td>
<td>2719</td>
<td>Rectifier Systems</td>
</tr>
<tr>
<td>Gravity Belt Thickner (GBT) Thickenning Effluent (TE) Line, 20”.</td>
<td>Ductile Iron</td>
<td>100</td>
<td>1</td>
<td>2675</td>
<td>Anode Test Station</td>
</tr>
<tr>
<td>Secondary Sedimentation Tanks (SSTs) Batteries I and II Return Activated Sludge (RAS) Lines, varying in size from 24”, 30”, 36” and 42”.</td>
<td>CCP</td>
<td>4,100</td>
<td>21</td>
<td>767</td>
<td>Anode Test Stations</td>
</tr>
<tr>
<td>Utilities around Digesters 8, 10 and 11. Non Potable Water (WN) 2 &amp; 3”, Service Air (SA) 1” and High Pressure Relcaimed Water (WRH ) 3”.</td>
<td>Steel with Polyethylene tape coating.</td>
<td>2,600</td>
<td>18</td>
<td>2719</td>
<td>Anode Test Stations</td>
</tr>
<tr>
<td>Potable Water (WP) 14” Line from NW corner of the Solids Handling Tunnel to proximity of ESB-D.</td>
<td>CCP</td>
<td>4,100</td>
<td>8</td>
<td>767</td>
<td>Monitoring Station</td>
</tr>
<tr>
<td>MS Gallery Pumped Drainage line (PD) 10”. Also bonded with the 24” Overflow (OF) for MS tanks.</td>
<td>Ductile Iron</td>
<td>PD 110 OF 60</td>
<td>3</td>
<td>2719</td>
<td>Anode Test Station &amp; Bond Test Station</td>
</tr>
<tr>
<td>High Pressure Relcaimed Water (WRH) 2.5” Line from NW corner of the MSG Compressor Bldg.</td>
<td>Steel w/ polyethylene encasement</td>
<td>280</td>
<td>1</td>
<td>2719</td>
<td>Monitoring Station</td>
</tr>
<tr>
<td>High Pressure Relcaimed Water (WRH) 2.5” Low Pressure Relcaimed Water (WRL) 2.5”, and Service Air (SA) 1.5” Runs North - South Batteries III SSTs.</td>
<td>Steel w/ polyethylene encasement</td>
<td>1,280</td>
<td>2</td>
<td>2000</td>
<td>Anode Test Station</td>
</tr>
<tr>
<td>Grit Overflow (GRO) 12” Extends from the I&amp;E building to the Primary Treatment.</td>
<td>Ductile Iron</td>
<td>150</td>
<td>1</td>
<td>767</td>
<td>Anode Test Station</td>
</tr>
<tr>
<td>½” SA and ½” WN Spray supply for Digester Battery I.</td>
<td>Steel w/ Polyethylene tape coating</td>
<td>20</td>
<td>2</td>
<td>2719</td>
<td>Anode Test Station</td>
</tr>
</tbody>
</table>

Note 1 – Original test stations were not located but intermediate repairs shall install test stations in order to evaluate cathodic protection needs.
II. PROJECT APPROACH

The project team will be composed of the Consultant and members of the SRWTP Engineering section. The assessment of the systems, intermediate repairs and the design of final repairs will occur in phases. During the first portion of the project, the Consultant will field test the systems identified in Table 1 to test the current condition of the systems. This will include:

- Test for the presence of corrosion affecting systems that only have monitoring stations,
- Test the level of cathodic protection for systems that originally had an anode system or a rectifier system, and
- Testing of insulating joint test stations to ensure joints are functioning as intended and are not shorted.

After the initial assessment is performed, the Consultant shall indicate if any intermediate repairs are necessary. A design package for the intermediate repairs will be prepared by the Consultant and Regional San will issue a repair Contract to hire a Contractor for such work. Once the intermediate repairs are completed, the affected systems shall be retested before a final design for restoration of the cathodic protections systems is performed. A preliminary cost evaluation shall be performed for all contractor work identified (intermediate work and final repair work). Regional San will determine the level of cathodic protection restoration depending on cost.

Based on the cost estimate to restore cathodic protection, Regional San will select the systems to carry over into design. At that time, the Consultant Agreement will be amended and reflect the scope to complete the design and provide construction support services for the systems identified by Regional San.

As part of the preliminary construction cost evaluation, a Business Case Evaluations (BCE) that includes life-cycle cost analysis will be performed on the Potable Water (WP) and Return Activated Sludge (RAS) systems to determine the lowest life-cycle cost for repairs. The goal of the BCE is to determine if an anode system or a new rectifier system is more cost effective.
III. PROPOSED PROJECT SCHEDULE

The following is a proposed schedule for this project. If participating Consultants find that the schedule needs to be modified, indicate such in your proposal.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal (Issued)</td>
<td>March 3, 2013</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>April 4, 2014</td>
</tr>
<tr>
<td>Proposal Review and Evaluation</td>
<td>April 7 - 18, 2014</td>
</tr>
<tr>
<td>Interviews (if required)</td>
<td>April 21 - 25, 2014</td>
</tr>
<tr>
<td>Consultant Selected</td>
<td>April 28, 2014</td>
</tr>
<tr>
<td>Contract Negotiation</td>
<td>April 29 to May 9, 2014</td>
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<tr>
<td>Board Approval of Agreement</td>
<td>July 23, 2014</td>
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<tr>
<td>Initial Testing Assessment</td>
<td>July to August 2014</td>
</tr>
<tr>
<td>Design Intermediate Repairs</td>
<td>September 2014</td>
</tr>
<tr>
<td>Completion of Intermediate Repairs (Contractor work by others)</td>
<td>October to November 2014</td>
</tr>
<tr>
<td>Completion of Initial Assessment</td>
<td>January 2015</td>
</tr>
<tr>
<td>Phase II Amend Contract for Design and Construction Support Services</td>
<td>February 2015</td>
</tr>
<tr>
<td>Design Completion</td>
<td>TBD</td>
</tr>
<tr>
<td>Bid and Award Construction Contract and Construction Completion</td>
<td>TBD</td>
</tr>
</tbody>
</table>

IV. SCOPE OF SERVICES

This section describes the nature and scope of engineering services to be provided for the completion of the Cathodic Protection Rehabilitation Project Phase II for the SRWTP. The successful proposal will demonstrate the approach and qualifications for the entire project.

A. TASK DESCRIPTION

Regional San has prepared a list of tasks envisioned necessary for completion of this project. The services requested are divided into Field Testing, Intermediate Repairs (repairs done by others), Business Case Evaluation, Project Management, Design and Construction Support Services. The list of tasks shall be used as a basis for preparation of the proposal. Additional tasks or modifications to the task list the Consultant feels will produce a more cost-effective project should be included in the proposal.

The types of Contract drawings to be prepared and the level of detail to be provided shall be as agreed upon by both parties in the final agreement. In general, Regional San feels that it is desirable for the Contract Drawings and Specifications to use the same format, symbols, and conventions. Additionally, SRWTP Contract Drawing Standards are available from Regional San. However, there are instances where more design detail is required. Regional San has a
copy of “SRWTP Design Guidelines,” that will be provided to the successful Consultant so that the Consultant can become familiar with Regional San’s design preferences.

Task 1  Field Testing and Results Report
The Consultant shall field test the systems identified in Table 1. This task may include, but is not limited to, the following subtasks:

- Test each piping systems to check the condition of the lines and associated cathodic protection system, if one exists.
- Determine if the piping systems are electrically isolated from other metallic structures as originally designed.
- Compare the results of the field tests to NACE criteria for appropriate cathodic protection.
- Based on the results of the tasks above, it may be necessary to perform intermediate repairs. Drawings, specifications and a cost estimate will be required to hire a Contractor to perform these repairs.
- After any recommended repairs are performed, the repaired locations shall be retested.
- A BCE shall be performed to determine the lowest life cycle system option for the WP and RAS systems. The BCE will compare the costs for these systems using an anode system or a rectifier system.
- A construction cost estimate shall be performed that provides an opinion of probable cost to restore the cathodic protection systems. Regional San may choose to restore all the systems tested or only a fraction of them. This will define the design effort for Task 3.
- The results of the field testing, intermediate repairs performed, re-tested data, BCE results and construction cost estimate shall be documented in a report and will serve as the deliverable for this task.

Task 2  Project Management During Initial Testing Phase
Consultant will ensure continuous responsibility of the project in terms of staffing, budget, schedule and scope; promote communication within the project team; and document key decisions, if any.

Items covered under this task include:

- Consultant Project Management
- Monthly Reports and Invoicing
- Monthly face to face progress meetings at the SRWTP. Each meeting is anticipated to be one hour.

Task 3  Future Tasks
The following is a list of tasks which are expected in this Contract but will be scoped by a future Contract Amendment once the initial assessment work is completed.
• **Project Design** – Preparation of Contract documents required to restore the cathodic protection systems based on the findings from the original assessment.

• **Bid and Construction Services** – Preparation of Contract documents and addenda, conformed set of plans and specifications, submittal review and other related services as viewed necessary. A start-up report of the newly constructed cathodic protection systems will be required.

• **Project Management** – Consultant will continue to provide Project Management services during the design phase of the project. Specific tasks may include:
  - Consultant Project Management
  - A Project Kickoff Meeting
  - Monthly Progress Meetings
  - Monthly Reports
  - Quality Assurance/Quality Control Implementation
  - Maintenance of a Decision Log

**B. BASIS FOR COMPENSATION**

A fee estimate for Tasks 1 and 2 shall be provided in a separate sealed envelope. The envelope for the selected firm will be opened for the purposes of negotiating a Contract for the engineering services in these tasks only. The envelope for the firms not selected will be returned unopened after contract negotiations are complete.

Once it is decided which piping systems warrant rehabilitation, the contract will be amended and the Consultant will continue to work with Regional San during the design and construction portions of the project.

Compensation will be on a cost plus fixed fee basis. Include the following information:

- estimated fee by task
- hourly rate schedule for labor
- types and estimated amount of non-labor costs to be billed to the project
- adjustments in rates predicted to occur during the project

Allowable markups will be 5% on sub Consultants and other direct costs (ODC’s) and 13% on labor.

**V. ORGANIZATION AND CONTENT OF PROPOSAL**

**Submittal Instructions** - Please submit original hard copy proposal plus five (5) copies as follows:

Due Date: **April 4, 2014 at 1:00 p.m.**
Deliver to: Sacramento Regional Wastewater Treatment Plant  
8521 Laguna Station Road  
Elk Grove, CA 95758  
Attn: Debra Buckmann  
(916) 875-9216

**Organization and Content**

The proposal shall contain the following sections:

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<th>Section</th>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter</td>
<td>Transmittal</td>
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<tr>
<td>A</td>
<td>Project overview</td>
</tr>
<tr>
<td>B</td>
<td>Detailed project approach</td>
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<tr>
<td>C</td>
<td>Related experience</td>
</tr>
<tr>
<td>D</td>
<td>Consultant team</td>
</tr>
<tr>
<td>E</td>
<td>Project schedule</td>
</tr>
<tr>
<td>F</td>
<td>Conflicts of interest</td>
</tr>
<tr>
<td>G</td>
<td>Proprietary information</td>
</tr>
<tr>
<td>H</td>
<td>Insurance</td>
</tr>
<tr>
<td>I</td>
<td>Staff estimate</td>
</tr>
<tr>
<td>J</td>
<td>References</td>
</tr>
<tr>
<td>K</td>
<td>Solicitation of Subconsultants, Subcontractors, other service providers and suppliers</td>
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<td>L</td>
<td>Employment Practices</td>
</tr>
<tr>
<td>M</td>
<td>Cost information*</td>
</tr>
<tr>
<td>N</td>
<td>Exceptions to Contract Terms and Conditions</td>
</tr>
</tbody>
</table>

*A fee estimate shall be contained in a separate envelope.

**A. PROJECT OVERVIEW**

Provide a narrative description of the project based on the scope of work and proposed schedule presented in this Request for Proposal (RFP). Regional San will assess participating Consultants’ understanding of all aspects of the project based on the overview.

Restrictions: 2 pages maximum

**B. DETAILED PROJECT APPROACH**

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 and any recommended revisions to the list of tasks. The approach should recognize, address and provide for resolution of all aspects of the project.

Restrictions: 2 pages maximum

C. RELATED EXPERIENCE

Provide a summary of experience of similar projects that the firm and the proposed team have completed. The description of each project should include the year(s) during which the work was performed and a description of process design components. The firm's role in the project should also be described (predesign, design construction management, etc., and prime Consultant, Subconsultant, etc.) Include the name, title, and phone number of the primary contact person for each project listed.

Restrictions: 2 pages maximum

D. CONSULTANT TEAM

The proposed Consultant team shall be identified including project manager, and project engineer. Key tasks and the associated personnel shall be identified. The percentage of time devoted to this project for these key personnel shall be stated and guaranteed. A Consultant team organization diagram shall be included. A resume of each team member shall be included in the appendix. Each resume should include description of relevant projects in related areas. The geographic location of the firm and key personnel shall be identified. Any proposed Subcontractors shall be identified; tasks assigned and experience included similarly to the firm’s own project personnel.

Restrictions: 3 pages maximum

E. PROJECT SCHEDULE

A project schedule for completion of the project shall be submitted with the proposal. All major outputs and meetings shall be included on the schedule. Time shall be allocated for Regional San review.

Restrictions: 2 pages maximum including any graphics

F. CONFLICTS OF INTEREST

Firms submitting proposals in response to this RFP must disclose to Regional San any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for engineering services to be
awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect shall be included in the Proposal.

G. PROPRIETARY INFORMATION

Firms submitting proposals to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary.

H. INSURANCE

Provide a summary of your firm's (and Subcontractor’s) present and proposed insurance coverage, including public liability, property damage, worker's compensation, automobile, and professional liability for the duration of the project.

I. STAFF ESTIMATE

Provide a staff estimate of time for each task to permit Regional San the opportunity to determine the level of detail and the number of management, engineering, technical, drafting and support personnel hours envisioned for each task. Estimates of hours for each staff classification shall be provided for each task.

J. REFERENCES

Provide a minimum of three (3) contacts for which your firm and Consultant team members have provided similar services. The name, address and telephone number of the owner’s representative shall be provided.

K. SOLICITATION OF SUBCONSULTANTS, SUBCONTRACTORS, OTHER SERVICE PROVIDERS AND SUPPLIERS

If the prime Consultant intends to solicit subproposals and/or quotes for certain tasks on this project from qualified Subconsultants, Subcontractors, other service providers and suppliers, Regional San expects the prime Consultant to solicit qualified firms in the local business community for such services and supplies. The solicitation conducted should be as broad as possible to reasonably provide opportunities for and encourage relationship building with qualified minority and women-owned firms, and small and local business in the Sacramento community. The prime Consultant shall not illegally discriminate in the solicitation process.

Substitution of any Subconsultants, Subcontractors, other service providers and suppliers identified in the agreement shall not be made without the written consent of Regional San.

L. EMPLOYMENT PRACTICES

Consultants shall provide a summary of their firm’s employment policies and
procedures, including any equal employment opportunity and affirmative action policies. Also, include a brief summary outlining the present composition of your work force.

M. COST INFORMATION

Consultants shall provide an hourly rate schedule for those job classifications to be billed to the project and identify all other costs to be billed to the project. Identify the indirect component of each hourly rate and a brief explanation of how the component is established. Include any adjustments that are predicted to occur during the life of the project. The cost information required in this paragraph and the fee estimate for tactical design shall be submitted in a separate sealed envelope to facilitate an unbiased technical review. The envelope for the firms not selected will be returned unopened after Contract negotiations are complete.

Allowable markups will be 5% on Subconsultants and other direct costs (ODC’s) and 13% on labor.

N. EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS

Consultant shall provide a list of any exceptions to Contract terms and conditions, which the Consultant will seek from the sample Regional San Contract language. This sample Regional San Contract and Exhibits have been attached as Attachment A.

VI. EVALUATION AND SELECTION CRITERIA

A technical review panel, composed of Regional San staff will evaluate and rate each proposal on the following items:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Scores a</th>
<th>Weighted Scores b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant Team Qualifications, Experience and Organization</td>
<td>30%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approach and Scope</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Estimate</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interview (if required)</td>
<td>25%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other items not covered by the categories listed above, including proprietary information, references, and conflict of interest and insurance statements</td>
<td>5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a Each criteria will be assigned a score of 1 to 100.
Scores will be multiplied by the weights and totaled to yield the total points on the proposal. Maximum total points is 100.

A final recommendation will be made by the selection panel, based on the technical review and evaluation of the proposal and interview. Final negotiations as to scope and cost for the project will take place after selection of the firm. The selection of the Consultant and the negotiated Contract will be presented to Regional San Board of Directors for approval.

An award of Contract shall be made to the responsible Consultant who provides the best overall response to the requirements of this RFP. Regional San will select the proposal it determines best serves its interests. The successful Consultant will be selected in accordance with the Proposal Evaluation criteria identified above. Selection will be made no later than **July, 2014**, subject to final approval by the Regional San Board of Directors. Written notification of the outcome of the selection process will be mailed to all Consultants who submitted a proposal.

All questions regarding this RFP should be directed to Debra Buckmann, Project Manager, Sacramento Regional Wastewater Treatment Plant, at (916) 875-9216, buckmannd@sacsewer.com.
Attachment A

SRCSD Sample Agreement
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

AGREEMENT FOR
ENGINEERING SERVICES
FOR THE CATHODIC PROTECTION REHOBILITATION PROJECT - PHASE II

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 “CONSULTANT NAME”, a (nature of business, such as: an individual, a partnership, a California corporation, etc.), hereinafter referred to as “CONSULTANT”.

RECITALS

WHEREAS, REGIONAL SAN has determined that it is desirable to retain a consultant to provide for Engineering Services; 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 Proposal and selected CONSULTANT from among the respondents on the basis of CONSULTANT'S experience, qualifications and facilities for performing the requested services OR submitting the 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 TBD.

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:

Page 1 of 11
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.

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. NONDISCRIMINATION 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**

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 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, but only to the extent of the negligent acts, errors, omissions, recklessness or willful misconduct on the part of the CONSULTANT or the CONSULTANT'S sub-consultants. 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.

F. The District Engineer has authority to terminate this Agreement under paragraphs (A), (B), or (C), above.
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: ______________________________                  By: ______________________________
Prabhakar Somavarapu, District Engineer

Name: ______________________________                  Date: ________________
Title: ______________________________

Agreement Approved by the Board of Directors with Authority Delegated to the District Engineer or his designee 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: ________________
Lisa A. Travis
Supervising Deputy County 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. SERVICE LOCATION(S)
   Facility Name(s): FACILITY
   Street Address: STREET
   City and Zip Code: CITY

2. 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.

3. SCHEDULE
   CONSULTANT shall complete the services in an expeditious manner and transmit all applicable materials to REGIONAL SAN as stated in the __________ or as mutually adjusted with REGIONAL SAN’S Project Manager.

4. 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.

5. **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.

6. **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.

7. **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: Debra Buckmann  
PHONE: 916-875-9216  
FAX: N/A  
E-MAIL: buckmannd@sacsewer.com

CONSULTANT: TBD

NAME:  
PHONE:  
FAX:  
E-MAIL: 
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.

Building Trades CONSULTANTS and CONSULTANTS engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

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, 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:**
   **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.

c. **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.

d. **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.

e. **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.

f. **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. 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: Cathodic Protection Rehabilitation Project – Phase II  
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.
Attachment B

RFP Consultant List
<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address</th>
<th>Contact Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlantic Consultants</td>
<td>112 Bunker Court Folsom, CA 95630</td>
<td>Ms. Kerri Howell (<a href="mailto:corrprincess@ardennet.com">corrprincess@ardennet.com</a>)</td>
<td>916-849-6420</td>
</tr>
<tr>
<td>Russell Corrosion</td>
<td>4727 Monte Mar Dr El Dorado Hills, CA 95762</td>
<td>Ron Bianchetti (<a href="mailto:rbianchetti@russellcorrosion.com">rbianchetti@russellcorrosion.com</a>)</td>
<td>(916) 939-7170</td>
</tr>
<tr>
<td>Brown and Caldwell</td>
<td>2701 prospect Park Dr. Ranch Cordova, CA 95670</td>
<td>Aubrie Koenig (<a href="mailto:akoenig@brwncaId.com">akoenig@brwncaId.com</a>)</td>
<td>916-444-0123</td>
</tr>
<tr>
<td>CH₂M Hill</td>
<td>2485 Natomas Park Dr. Suite 600 Sacramento, CA 95833</td>
<td>Devon Lewis (<a href="mailto:Devonlewis@ch2m.com">Devonlewis@ch2m.com</a>)</td>
<td>916-920-0300</td>
</tr>
<tr>
<td>Matcor Engineering, Inc.</td>
<td>P.O. Box 21857 Denver, CO 80221</td>
<td>Leah Bradley (<a href="mailto:lbradley@matcor.com">lbradley@matcor.com</a>)</td>
<td>303-328-5758</td>
</tr>
<tr>
<td>Corrpro</td>
<td>20991 Cabot Blvd Hayward, CA 94545</td>
<td>Linda Rodrigues (<a href="mailto:lrodrigues@corrpro.com">lrodrigues@corrpro.com</a>)</td>
<td>510-614-8800</td>
</tr>
<tr>
<td>Farwest Corrosion Control Company</td>
<td>2223 Commerce Place Hayward, CA 94545</td>
<td>Becky Ramos (<a href="mailto:rramos@farwestcorrosion.com">rramos@farwestcorrosion.com</a>)</td>
<td>510-293-0350</td>
</tr>
<tr>
<td>HDR, Inc</td>
<td>2365 Iron Point Road Suite 300 Folsom, CA 95630-8709</td>
<td>Pauline Kawamoto (<a href="mailto:Pauline.kawamoto@hdrinc.com">Pauline.kawamoto@hdrinc.com</a>)</td>
<td>(916) 817-4700</td>
</tr>
<tr>
<td>Park Utilities, Inc</td>
<td>7710 Fair Oaks Blvd Carmichael, CA 95608</td>
<td>Pauline Rogers (no email available)</td>
<td>(916) 944-1824</td>
</tr>
<tr>
<td>Tinnea &amp; Associates</td>
<td>2018 E Union Seattle, WA 98122</td>
<td>Jack Tinnea (<a href="mailto:jacket@tinnea.net">jacket@tinnea.net</a>)</td>
<td>206-328-7872</td>
</tr>
<tr>
<td>V&amp;A Consulting Engineers</td>
<td>1999 Harrison St, Suite 975 Oakland, CA 94612</td>
<td>Keith Packard (<a href="mailto:kpackard@VAEngineering.com">kpackard@VAEngineering.com</a>)</td>
<td>510-987-8122</td>
</tr>
</tbody>
</table>