



**SACRAMENTO REGIONAL
COUNTY SANITATION DISTRICT**

and

SACRAMENTO AREA SEWER DISTRICT

RFP NO. 9009

REQUESTS FOR PROPOSALS FOR:

1.) ON-CALL PUBLIC RELATIONS SERVICES

AND/OR

2.) ON-CALL GRAPHIC DESIGN SERVICES

Key Action Dates

- | | |
|---|---------------------------------|
| 1. Release of RFPs | March 15, 2017 |
| 2. Proposals Submission Deadline | April 4, 2017 |
| 3. Interviews (if required) | Week of April 10, 2017 |
| 4. Notification of Selections | Estimated April 14, 2017 |
| 5. Issue Contract(s) | Estimated May 2017 |

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MARCH 15, 2017

REQUEST FOR PROPOSALS FOR

1. PUBLIC RELATIONS SERVICES

AND/OR

2. GRAPHIC DESIGN SERVICES

I. PROCESS

A. Purpose/Introduction

The Sacramento Area Sewer District and the Sacramento Regional County Sanitation District (Districts) are soliciting proposals from qualified businesses that conduct Public Relations (PR) Services and/or Graphic Design Services through the issuance of this Request for Proposals (RFP).

The Districts intend to award and execute separate contracts with:

- one or more full-service Public Relations firms, and
- one or more Graphic Design firms.

If planning to submit a proposal in response to both Public Relations Services and Graphic Design Services RFP opportunities, firms must submit separate proposals for each service. Rating criteria for each service are located in Section 1G of the RFP.

B. Background

The Sacramento Area Sewer District is responsible for local sewage collection services for about 1.2 million people in the Sacramento region. The Sacramento Regional County Sanitation District is responsible for conveyance and treatment of wastewater for about 1.4 million residents in the Sacramento region. **Public Relations Services and Graphic Design Services for the Districts will range from large, multi-faceted programs to small, one-time projects, and the nature of the work will be on-call.**

Public affairs services for both Districts are managed by a joint Public Affairs Office. The Districts conduct many efforts that periodically require external support from public relations firms and graphic designers in areas related to customer relations; education and awareness campaigns; design and production of materials and collaterals such as brochures, flyers, exhibits, posters, reports, advertisements, web designs, displays, signage, etc.; branding of program elements and concepts, and strategic counsel, as needed.

C. Anticipated Budget(s)

An exact budget for each of the contracts the Districts intend to award has not been determined at this time. A specific maximum compensation dollar amount under contract will be determined after firm selections are made, and will be based on the number of consultants the Districts elect to contract with. A budget range of **between \$50,000 and \$100,000 for Graphic Design services** and **between \$75,000 and \$150,000 for Full Service Public Relations services** for each District is anticipated, but not guaranteed.

D. Submission of Proposals

Proposals submitted in response to this RFP must be submitted and received by the Districts no later than **4:00 p.m.** on **Tuesday, APRIL 4, 2017,** at the following address.

Claudia Goss, Public Affairs Manager
Sacramento Regional County Sanitation District &
Sacramento Area Sewer District
10060 Goethe Road
Sacramento, CA 95827

The proposer must provide FOUR (4) copies of its proposal(s) at the time of submission.

Proposals must be in a sealed envelope on 8 ½" x 11" recycled-content double-sided paper, bound or stapled in the left corner with each page numbered consecutively, include a table of contents, and have information in the order listed in Section II B, below.

All questions regarding this RFP should be submitted in writing to Claudia Goss at goss@csdsewer.com, no later than March 22, 2017, by 4:00 p.m.

Any addenda issued in relation to this RFP will be posted on the Districts Business Opportunities webpages at both <http://www.regionalsan.com/business-ops-bids> and <http://www.sacsewer.com/business-opportunities>. It is the proposer's responsibility to ensure they have checked for any addenda that may be issued by the Districts

E. Acceptance and Rejection of Proposals

The Districts reserve the right to:

- Reject any or all proposals, or any part thereof;
- Waive any informality in the proposals; and
- Accept the proposal(s) that is/are in the best interest of the Districts.

The decision of the Districts in rejecting or accepting a proposal will be final. The Districts' waiver of an immaterial defect shall in no way modify the RFP or excuse the selected proposer from full compliance with its specifications.

F. Key Action Dates

- | | |
|---|--------------------------|
| 1. Release of RFPs | March 15, 2017 |
| 2. Proposals Submission Deadline (4:00 p.m.) | April 4, 2017 |
| 3. Interviews (if required) | Week of April 10, 2017 |
| 4. Notification of Selections | Estimated April 14, 2017 |
| 5. Issue Contract(s) | Estimated May 2017 |

G. Proposals Evaluation Process

The Districts will evaluate all proposals submitted and received by the designated deadline, as well as containing the information requested and prepared in the format required by this RFP. After receipt of properly responsive proposals, a review committee will evaluate the proposals in accordance with the following rating criteria:

Full-Service Public Relations Proposals Rating Criteria:

	CRITERIA	Possible Points	Points Given
1.	Responsiveness of proposal to RFP	10	
2.	Availability	20	
3.	Qualifications/Experience of firm	35	
4.	Examples of PR Program Experience	25	
5.	References	10	
	TOTAL POINTS	100	
	TOTAL SCORE		

Graphic Design Proposals Rating Criteria:

	CRITERIA	Possible Points	Points Given
1.	Responsiveness of proposal to RFP	10	
2.	Availability	20	
3.	Qualifications/Experience of Graphic Designer(s)	35	
4.	Creative Work Samples	25	
5.	References	10	
	TOTAL POINTS	100	
	TOTAL SCORE		

As the criteria noted above are extremely important in the evaluation, proposals should provide complete information. The evaluation will consider both quantitative and qualitative aspects of each proposal.

The evaluation of proposals will consider the firm's apparent understanding of, and ability to perform, services as exemplified by the firm's analysis and response to this RFP's proposed Scope of Work. Up to four (4) responsible firms submitting the most responsive proposals may be invited to an interview to further aid the selection process. The evaluation committee will recommend to the District Engineer that an agreement or agreements for performance of services be offered to the Consultant(s) the selection committee determines most qualified.

H. Interview Process (if required)

Responsible proposers submitting the most responsive proposals may be invited to an interview tentatively scheduled for the week of April 10, 2017, to further aid the selection process. Up to 20 bonus points may be added to the initial proposal Rating Criteria from the interview process.

I. Award of Contract(s)

An award of contract(s) shall be made to the responsible firms(s) who provide(s) the best overall response to the requirements of this RFP for each service. The successful firm(s) will be selected in accordance with the Proposal Evaluation criteria identified in Section G above, of this and any addenda thereto, except for such immaterial deviation as may be waived by the Districts. Selection is anticipated to be made no later than April 14, 2017, subject to final approval by the awarding authority. Written notification of the outcome of the selection process will be mailed or emailed to all firms who submitted a proposal.

The Districts are prohibited from awarding this contract to any person, entity or business who is on the Federal Exclusion List (<https://www.sam.gov>). If you or your firm is on this list, the Districts cannot award this contract to you and you should not provide a response to this RFP. In addition, Consultant certifies that it shall not contract with a subcontractor that is so debarred or suspended.

II. REQUIREMENTS

A. Scopes of Work

The Districts wish to contract with one or more full-service public relations firms, and one or more graphic design firms, in order to meet the varied needs of the Districts.

1. Full-Service Public Relations Services

- (a) Strategic public relations counsel/project management

- (b) Content development for various mediums
- (c) Creative and graphics services for various mediums including websites, print collateral (i.e. newsletters, flyers, calendars, reports, brochures, diagrams, etc.)
- (d) Social media
- (e) Media relations
- (f) Advertising
- (g) Website development and management
- (h) Event planning
- (i) Stakeholder outreach
- (j) Print/production oversight

2. **Graphic Design Services**

- (a) Strategic graphic design counsel/project management
- (b) Creative services for various mediums including websites, print collateral (i.e. newsletters, flyers, calendars, reports, brochures, infrastructure diagrams, etc.)
- (c) Print/production oversight

B. Proposals Content

The proposal shall provide the following information in the following order:

1. Executive Summary Letter. A letter that analyzes the RFP's Scope of Work and defines the proposer's approach to fulfilling the required services.
2. Staff. The proposer shall identify firm members who may be assigned various aspects of the proposed Scope of Work with a resume for each member.
3. Hourly Rate Sheet. The proposer shall provide an hourly rate sheet for firm members who would provide services to the Districts as described in the Scope of Work.

NOTE: Proposer's hourly rate information must be submitted in a separately sealed envelope. After the qualifications rankings have been made, only the cost proposal of the proposer that the Districts enter into negotiations with will be opened. Cost proposals will be returned unopened to all other proposers.

4. Home Office. The address of the proposer's home office and addresses of such other offices at which work will be conducted.
5. Proposer's Background. A statement of the proposer's background particularly as it relates to the following:
 - a. Experience in matters relating to the scope of this RFP
 - b. Experience in performing similar work over the last five years, with particular note to any work with public agencies or utilities

- c. Names of three clients that may be contacted regarding your experience, including a contact name, address, telephone number and e-mail address
6. Subcontractors. A list of all subcontractors the proposer will retain to perform services and the scope of each subcontractor's services. Substitution of any subconsultants, subcontractors, other service providers and suppliers identified in the proposal upon which the agreement is based shall not be made without the written consent of the Districts.
7. Outreach. If the prime consultant intends to solicit sub-proposals and or quotes for certain tasks from qualified sub-consultants, subcontractors, other service providers and suppliers, the Districts encourage 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 small and local businesses in the Sacramento region. Such solicitation must comply with all anti-discrimination laws and regulations.
8. Insurance. A summary of the proposer's present and proposed insurance (general liability, automobile liability, workers' compensation, employer's liability and professional liability) for the duration of the services.
9. Exceptions to Contract Terms and Conditions. A list of any exceptions to contract terms and conditions which the proposer will seek from the standard Districts contract language. Please refer to terms and conditions as stated within the District's sample contract attached hereto as Attachment B, incorporated herein by this reference. Additionally, please note that separate contracts will be executed for each District, and the entity information will be reflected in the contract accordingly.
10. Conflict of Interest. A statement to the effect that the proposer will not have a financial interest in any business, property or source of income, which could be financially affected or otherwise conflict in any manner with the performance of services under this request for proposals. Proposers must submit with their proposal a completed Conflict of Interest Form, attached hereto as Attachment A, incorporated here by this reference.
11. Proprietary Information. Any information submitted in a proposal to this RFP which the proposer considered proprietary must be identified as such and shall include the legal basis for a claim of confidentiality. The Districts will not assert the confidentiality of such information unless the proposer executes and submits a written agreement prepared by the Districts to defend and indemnify the Districts for any liability, costs, and expenses incurred in asserting such confidentiality as part of the proposal. The final determination as to whether or not the Districts will assert the claim of confidentiality on behalf of the proposer is in the sole discretion of the Districts.

III. Contract Terms and Conditions

- A. Written Contract: Upon selection of a Firm (s) to perform the work, the Districts will enter into a formal written contract with the Firm (s) for services to be provided.
- B. Contract Terms: Due to the multi-year, ongoing nature of some Districts' efforts, contracts will be initially established for a period of two (2) years, with the Districts reserving the option to extend the contracts.
- C. Required usage of services may vary. The Districts do not guarantee of minimum usage during the contract period nor are the Districts limited to utilize all services proposed from the contracted firm.

D. Indemnification

To the fullest extent permitted by law, for work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents, from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, its employees, or the CONSULTANT'S subconsultants or subcontractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Consultant or the Consultant's Subconsultants or Subcontractors.

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

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

**ATTACHMENT A – RFP NO. 9009
CONFLICT OF INTEREST AND NON-COLLUSION AFFIDAVIT
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
SACRAMENTO AREA SEWER DISTRICT**

IN ACCORDANCE WITH THIS PROPOSAL, I CERTIFY THAT OUR BUSINESS:

1. Does not and will not have a financial interest in any business, property or source of income, which could be financially affected or otherwise conflict in any manner with the performance of services under this request for proposals;
2. Has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with this request for proposals; and
3. Is not currently suspended or debarred from doing business with any government entity.

I affirm that the above is true and correct to the best of my knowledge under penalty of perjury under the laws of the State of California.

Signature

Name

Title

Business Name

Date

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2017 by and between the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter referred to as "REGIONAL SAN," and **TBD**, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, REGIONAL SAN Resolution No. SR-2842, Board Delegated Authority No. 4 authorizes the District Engineer (hereinafter referred to as "DISTRICT ENGINEER") to contract for consulting services on behalf of REGIONAL SAN; and

WHEREAS, DISTRICT ENGINEER, pursuant to the provisions of Resolution No. SR-2842, Board Delegated Authority No. 4, has determined that it is desirable to retain a consultant to provide full service public relations, and/or graphic design services; and

WHEREAS, REGIONAL SAN selected CONSULTANT on the basis of CONSULTANT'S experience, qualifications and facilities for performing the requested services; and

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

TO REGIONAL SAN:

Regional San
 10060 Goethe Road
 Sacramento, CA 95827
 Attn: Contracts Payment Desk

TO CONSULTANT:

TBD

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. PERFORMANCE STANDARDS

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

8. 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.

9. STATUS OF CONSULTANT

FOR SERVICE PROVIDERS WITH FIVE OR MORE FULL-TIME EMPLOYEES

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of REGIONAL SAN. 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.
- 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.

FOR ALL OTHER SERVICE PROVIDERS

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of REGIONAL SAN 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.
- 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:
- (1) Any entitlement as a REGIONAL SAN employee.
 - (2) Except as otherwise provided by this Agreement, the right to act on behalf of REGIONAL SAN in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.
 - (3) CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by REGIONAL SAN to employees of REGIONAL SAN.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents, from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, its employees, or the CONSULTANT'S subconsultants or subcontractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Consultant or the Consultant's Subconsultants or Subcontractors.

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

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. SUCCESSORS

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

22. TIME

Time is of the essence of this Agreement.

23. 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.

24. 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.

25. 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.

26. 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, photostating, 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.
27. **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.
28. **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.
29. **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.

30. 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.

31. 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).

32. 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.

33. DUPLICATE COUNTERPARTS

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

34. 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)

Contract No.

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

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

By: _____
Prabhakar Somavarapu, District Engineer

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY DISTRICT COUNSEL

Prepared by: _____
Katherine 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. CONSULTANT'S PROPOSAL

- A. The scope of services to be provided by this Agreement consists of those services set forth in CONSULTANT'S Proposal dated attached hereto as Attachment 1 and incorporated herein by this reference. In the event of any conflict, inconsistency, or ambiguity between this Agreement and the Proposal, this Agreement shall govern. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.
- B. Required usage of services may vary. REGIONAL SAN does not guarantee of minimum usage during the contract period nor is REGIONAL SAN limited to utilize all services as stated with CONSULTANT'S Proposal.
- C. 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.
- D. **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 Project Manager. 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: Claudia Goss
PHONE: 916-876-6058
E-MAIL: goss@acsewer.com

CONSULTANT:

NAME:
PHONE:
E-MAIL:

EXHIBIT B to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
and

REGIONAL SAN INSURANCE REQUIREMENTS

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

1. Verification of Coverage

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

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance, if applicable.

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

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

3. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

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

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Automobile Liability:

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

Workers' Compensation: Statutory.

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

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

4. Deductibles and Self-Insured Retention

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

5. Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.

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

6. Other Insurance Provisions

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

7. All Policies:

- a. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT and the general public are adequately protected.
- b. **MAINTENANCE OF INSURANCE COVERAGE:** The CONSULTANT shall maintain all insurance coverages and limits in place at all times and provide SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT with evidence of each policy's renewal within ten (10) days 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:

- a. **ADDITIONAL INSURED STATUS:** SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento, their respective governing boards, officers, directors, officials, employees, and authorized agents 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, their respective governing boards, officers, directors, officials, employees, and authorized agents and volunteers.

- b. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
 - c. **PRIMARY INSURANCE:** For any claims related to this agreement, CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento, their respective governing boards, officers, officials, employees and authorized agents and volunteers. Any insurance or self-insurance maintained by SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento, their respective governing boards, officers, directors, officials, employees, and authorized agents and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
 - d. **SEVERABILITY OF INTEREST:** CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. **SUBCONTRACTORS:** CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANT's subcontractor.
9. **Professional Liability:**
PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands, and actions arising out of or resulting from professional services provided under this Agreement.
10. **Workers' Compensation:**
WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the County of Sacramento, their respective governing boards, officers, directors, officials, employees, and authorized agents and 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, their respective governing boards, officers, directors, officials, employees, authorized agents and 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.

SAMPLE

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: \$ [REDACTED].

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 1 and by this reference incorporated herein, and shall not exceed \$ [REDACTED]. The rates stated in Attachment 1 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.

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 shall 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.

B. Special or Optional Services: Compensation in the amount of \$ [REDACTED] 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 \$ [REDACTED] 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:

REGIONAL SAN
10060 Goethe Road
Sacramento, CA 95827
ATTN: CONTRACTS PAYMENT DESK

CONSULTANT shall include the following information on all invoices:

1. Contract Number: TBD
2. Project Name:
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.

SAMPLE