REQUEST FOR PROPOSALS (RFP)

FOR

REGIONAL SAN CATHODIC PROTECTION ANALYSIS PROJECT

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
OPERATION AND MAINTENANCE DEPARTMENT
ELECTRICAL SHOP

ISSUE DATE: October 10, 2017

DUE DATE & TIME: November 6, 2017 by 3:00 p.m. PST

RFP No. 9019
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1. **INTRODUCTION**

The Sacramento Regional County Sanitation District (Regional San) is seeking a qualified consultant to conduct a comprehensive survey including preventative adjustments to Regional San cathodic protection systems at the Sacramento Regional Wastewater Treatment Plant (SRWTP), and at remote interceptor system facilities. This survey will be used by Regional San to update the documentation for cathodic protection assets and assess the current condition of the cathodic protection assets.

In accordance with generally accepted Industry practices, the consultant will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work, including required traffic control within the plant and all outside facilities requiring traffic control.

2. **BACKGROUND**

Regional San’s mission is to protect public health and the environment by conveying, treating, and recovering resources from wastewater responsibly and cost effectively. Regional San owns and operates an extensive conveyance system, including 11 pump stations and 177 miles of interceptor pipelines, ranging in size from 36 to 144 inches in diameter to half an inch at the treatment plant. These facilities convey wastewater flows from residential and industrial users within the Sacramento County to the SRWTP located in Elk Grove and parts of Yolo County.

The scope of work for this Request for Proposal (RFP) includes inspecting and taking readings at all cathodic protection monitoring stations and rectifiers, preparing a report summarizing results and providing recommendations for the treatment plant pipelines, Reclaimed Water Storage Tank, Digester Gas Holder tanks and the remote facilities and/or pipelines (there is a possibility that the Digester Gas Holder tanks may not be tested). There are approximately 140 cathodic test stations (CTS) stations at SWRTP and 225 CTS stations at the Interceptors.

The consultant must be a National Association of Corrosion Engineer (NACE) certified specialist and a licensed Professional Engineer in the State of CA. The consultant must have a minimum of 5 years of experience performing cathodic protection testing and analysis.

The consultant must have been the Project Manager on at least three (3) projects similar in nature, magnitude, and complexity to the Project. The assigned Project Manager shall be a Registered Professional in their field of expertise within the State of California and have at least five (5) years of similar experience. The assigned Principal-in-Charge shall be a Registered California Corrosion Engineer.
3. **PROJECT APPROACH**

A project team will be formed to develop the cathodic protection system evaluation. The project team will be composed of the consultant, members of the Regional San Engineering section, and Operations and Maintenance staff. Team members are responsible for soliciting input from their respective work areas.

The consultant will work closely with Regional San staff to develop the Regional San Cathodic Protection System Analysis process. During the development phase, the consultant will work with the Project Team to gather data collected to date on cathodic protection systems at SRWTP and within the interceptor system. The consultant will also work with the Project Team on the tasks associated with the scope of work listed below.

4. **KEY ACTION DATES**

<table>
<thead>
<tr>
<th>SUMMARY OF KEY DATES</th>
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<tbody>
<tr>
<td>RFP Issuance</td>
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<tr>
<td>Mandatory Pre-Proposal Meeting</td>
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<td>RFP Questions Due</td>
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<td><strong>Proposal Due Date</strong></td>
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<td>Short List for Interviews (if necessary)</td>
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<td>Interviews (if necessary)</td>
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<tr>
<td>Final Recommendation</td>
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</table>

5. **SCOPE OF SERVICES**

This section describes the nature and scope of consultant services to be provided for the completion of the Regional San Cathodic Protection Analysis Project. The successful proposal will demonstrate the approach and qualifications for the entire project.

The consultant shall perform and document a thorough field survey and evaluation of Regional San’s cathodic protection systems shown on Attachment A to this RFP, make adjustments to the systems as required, document all adjustments, survey notes and furnish a complete evaluation report with all field data, measurements and recommendations.

The consultant will be solely and completely responsible for conditions on the job sites including safety of all persons and property including required traffic control for work within paved streets. The Consultant shall provide all labor, materials, test equipment and supervision.
A. Project Management and Administration

The consultant shall:

1. Administer subconsultant work, prepare and submit invoices, and prepare and submit a brief Project Status Report with each monthly invoice. The report should summarize accomplishments from the previous month, planned activities for the coming month, outstanding action items, and significant issues or concerns. Also included should be a Budget Summary that identifies the total budget, amount expended, remaining amount, percent spent, and percent physically complete for each task.

2. Meet with Regional San at a minimum of every two weeks to discuss progress, resolve issues, review work products, and receive direction.

3. Provide routine communication and coordination with the District Project Manager. This may be via telephone, e-mail or face-to-face meetings, as appropriate.

B. Field Testing

1. Review Regional San record drawings and specifications

2. Conduct a comprehensive survey of all the cathodic protection systems and metallic facilities owned by Regional San (listed in Attachment A), including rectifiers, anode systems, insulating joints, bond stations, anode junction boxes, and test stations. (The Fee Proposal shall indicate the hours and employee categories/titles devoted to each site.)

3. Make adjustments, minor repairs and basic maintenance to the cathodic protection systems that are working at the time of the survey, where feasible, during the survey. Such costs shall be included in the hours devoted to each site in the Fee Proposal. Examples of such adjustments are increasing or decreasing the voltage output setting on a rectifier, if required, or changing and re-connecting test station wiring. Document all adjustments and minor repairs locations. The Consultant shall perform and document a thorough field survey and evaluation and furnish a complete evaluation report.

Specifically, the Consultant will be tasked to record the following information during the cathodic protection facilities field survey:

a. Date;
b. Name of corrosion engineer collecting data
c. Location (indicate Treatment Plant, pipeline and station, etc.);
d. Component identification number/tag
e. Pipe-to-soil potential (both instant off and on)
f. Adjust rectifiers to provide adequate protection in accordance with NACE International SP0169
g. Adjusted pipe-to-soil potential (both instant off and on)
h. Rectifier voltage and amperage output  
i. Rectifier tap setting  
j. Impressed current anode output  
k. Galvanic anode static potential and current output  
l. Visual observations and other field notes  
m. Description of adjacent landmarks or any other information to assist Regional San in identifying the location of the component  
n. Other key information recommended by NACE International  
o. Quality photographs of test stations, rectifiers and anode junction boxes  
p. GPS location of test stations and rectifiers

C. Survey Report and Documentation
   Furnish the draft field survey and evaluation report following the survey of Regional San facilities. The report shall contain:
   
1. A summary of all survey, evaluation data collected and findings;  
2. Pictures of major findings;  
3. An analysis/evaluation of the survey findings;  
4. A detailed list of recommended repairs, replacements, and/or additions estimates of probable costs;  
5. The recommendations shall be organized according to short-term and long term priorities and from highest to lowest priorities;  
6. An Attachment with a copy of all raw data and all forms and notes used in the field during the performance of the survey;  
7. A summary of all adjustments and minor repairs performed during the survey. Include location, component ID, pictures, etc.

D. Submittals:  
   There shall be two draft reports submitted to Regional San Project Manager for review and comment. One report for the Interceptor test stations and the other for the Plant test stations. After submittal of Regional San comments, the Consultant shall prepare the finalized reports for submittal to Regional San. The Consultant shall submit three (3) hardcopies and three (3) electronic copy (in Adobe PDF format) of each finalized report, additionally, field survey information/data collected in step 2 (Field Testing) in the scope of work must be submitted in Microsoft Excel.

6. MANDATORY PRE-PROPOSAL MEETING

   A mandatory pre-proposal meeting will be held at SRWTP located at 8521 Laguna Station Road, Elk Grove, CA 95758, on October 24, 2017, at 10:00 a.m. The purpose of the meeting is to review and clarify project requirements, and to respond to questions from the proposers.
Pre-proposal attendees must e-mail Ronald Baptista at baptistar@sacsewer.com with attendee names to RSVP no later than 1 workday prior to the meeting. This information is also required to be granted access at the SRWTP security gate. There will be a limit of two (2) representatives from each company who may attend the meeting. Upon arrival at SRWTP and passage through the security gate, visitors are to proceed to the Administration Building, and be seated in the lobby until a Regional San representative escorts the group to a conference room.

7. **BASIS FOR COMPENSATION**

   Time and Expenses: Compensation for services rendered will be based on a Time and Expenses basis with a not-to-exceed dollar ceiling for the entire contract.

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

   A. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

   B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

   C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

   D. **Consultants must include in their proposal valid DIR registration numbers for their firm as well as the sub-consultants listed on their proposal.**

   E. Labor Compliance Program: The County of Sacramento received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance Program and prevailing wage requirements should be directed to the Labor Compliance Section at (916) 875-2711. In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars ($15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

   F. This is a contracting services project in accordance with Section 1771.5 of the California Labor Code.
G. Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file at the office of the County of Sacramento Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento, CA 95827, and are also available on the internet at http://www.dir.ca.gov/DLSR/PWD.

9. ORGANIZATION AND CONTENT OF PROPOSAL

A. **Company Background:** Provide a brief introduction of your firm. Include office locations, main areas of expertise, number of staff, and company background and history.

B. **Related Experience:** Describe relevant projects that your firm has completed in the last 7 years, similar to the Scope of Services as described in Section 5 above:

   1. Include a minimum of three (3) relevant work efforts beginning with the most recent, and for each effort provide the following information:

      a. **A brief description of the project**
      b. **The dates during which the work was performed**
      c. **Key staff involved in the project**
      d. **Your firm’s role in the effort**
      e. **The name, title, and phone number of the agency contact person**

C. **Overview and Project Approach:** Include a brief description of the consultant’s understanding of the project. Demonstrate an understanding of Regional San’s goals and objectives as related to this project. Include a statement acknowledging the Scope of Services including consultant’s recommended enhancements to the scope consistent with the consultant’s project approach.

D. **Consultant Team:** Consultant must have the appropriate level of experience and expertise to perform the requested work. Consultants must include in their proposal the following:

   1. Provide a consultant team organization diagram including the primary contact person for the agreement.
   2. Identify the geographic location of the firm and each team member.
   3. Describe the qualifications and experience of each of the proposed consultant team members.
   4. Identify key areas of expertise for each team member, as well as their level of participation.
5. Attach resumes for each team member in an appendix. Resumes should include a description of relevant project experience related to each person’s area of expertise.  
6. Identify any proposed subconsultants, locations, qualifications, experience, and expertise along with the firm’s own project personnel.  

E. **References:** Provide 3-5 references for which your project manager and key team members (as members of your firm) have provided of similar size and scope. Provide the name, address, telephone number, and e-mail address of the representative.  

F. **Fee Proposal:** The fee proposal must be submitted in a separately sealed envelope. After the qualifications rankings have been made, only the fee proposal of consultants that Regional San enters into negotiations with will be opened. Cost sheets will be returned unopened to all other consultants. The fee proposal must include the following information:  
1. Hourly rates and corresponding job title for those staff working on the project  
2. Estimated labor hours and associated fees for each task  
3. Types and estimated amount of direct (non-labor) costs and other direct costs (ODC) to be billed A maximum markup of five percent (5%) for subconsultants and ODCs will be permitted.  

G. **Insurance:** Consultants to provide a summary of the firm’s (and any sub consultant’s) present and proposed insurance coverage, including commercial general liability, automobile liability, workers compensation, property damage, employers liability, and professional liability or errors and omissions for the duration of the contract. Please see the Sample Agreement-Attachment C of this RFP for Regional San’s insurance requirements.  

H. **Conflicts of Interest:** Consultants 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 this Agreement for services to be awarded pursuant to this RFP. If a Consultant has no conflicts of interest, a statement to that effect shall be included in the proposal. A “Conflict of Interest and Non-Collusion Affidavit” has been included as part of this RFP as Attachment B.  

I. **Proprietary Information:** Any information submitted in a proposal in response to this RFP which the consultant considers proprietary must be identified as such, and the consultant must include the legal basis for a claim of confidentiality. Regional San will not assert the confidentiality of such information unless the consultant executes and submits a written agreement prepared by Regional San to defend and indemnify Regional San for any liability, costs and expenses incurred in asserting such confidentiality as part of the proposal.
J. Solicitation of Subconsultants, Subcontractors, Other Service Providers, and Suppliers:
   If the prime consultant intends to solicit proposals and/or quotes for certain tasks from qualified subconsultants, subcontractors, other service providers and suppliers, the prime consultant must not discriminate in the solicitation process and is encouraged to include qualified minority and women-owned firms in such solicitation opportunities.

   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.

K. Employment Practices:
   Please provide a summary of your firm’s employment policies and procedures, including any equal employment opportunity and affirmative action policies. Also, be prepared upon the request of the project manager, to submit a brief summary outlining the present composition of your work force.

L. 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 agreement has been incorporated into this RFP package as Attachment C.

10. SUBMITTAL INSTRUCTIONS

   Please submit 3 original hard copies, and 1 electronic digital copy as follows:

   **Due Date:** November 6, 2017 by 3:00 P.M., Pacific Standard Time

   **Deliver To:**
   Sacramento Regional County Sanitation District
   Attn: Ronald Baptista
   8521 Laguna Station Rd
   Elk Grove, CA 95758

   All questions regarding this RFP should be directed to Ronald Baptista, Associate Electrical Engineer, at 916-876-6009, or Baptistar@sacsewer.com.

   Any addenda issued in relation to this RFP will be posted on the Regional San Business Opportunities webpage at http://www.regionalsan.com/business-opps-bids. **It is the proposer’s responsibility to ensure they check for any addenda that may be issued by Regional San.**

   **Protests:** After receipt of Regional San’s “Intent to Award Notice”, any consultant who has questions or concerns should immediately contact Ron Baptista for discussion. Any proposer who believes that they have grounds for a protest must submit a written protest
on company letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of Regional San. **No protest received after 4:00 p.m. on the 3rd business day shall be accepted.**

If any Regional San holiday falls within the 3 business day protest response period, the protest acceptance period will be extended by the holiday(s). For example, if the Notification of Selection notice is issued on a Friday, a protest must be received by Wednesday at 4:00 p.m. Should any of the 3 days be a Regional San holiday the deadline will be extended by the number of holidays occurring during the 3 business day protest response period.

11. **PROPOSAL RATING CRITERIA**

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<thead>
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<th>Item</th>
<th>Proposal Evaluation Criteria</th>
<th>Weight</th>
<th>Score</th>
<th>Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience&lt;sup&gt;1&lt;/sup&gt;</td>
<td>25%</td>
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<td>2</td>
<td>Project Team&lt;sup&gt;2&lt;/sup&gt;</td>
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</tr>
<tr>
<td>3</td>
<td>Program Approach and Responsiveness to the RFP</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Interviews (If necessary)&lt;sup&gt;4&lt;/sup&gt;</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Reference Check</td>
<td>10%</td>
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<td>100%</td>
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1. Considers past experience that the firm has on other similar programs.
2. Considers the team’s organization, experience, ability, and qualifications to perform the defined work. Considers the stability of the team.
3. Each criterion will be assigned a score of 0 to 100.
4. Consultants may be invited to an interview to further aid in the selection process.
5. Consultants are required to provide references with key contact information.
6. Scores will be multiplied by the weights and totaled to yield the total score on the proposal and interview if conducted.

12. **SELECTION PROCESS**

In order to be considered, interested consultants must submit a complete proposal document, with organization and content consistent with Section 8 of this RFP, by the specified closing date and time, and have attended the mandatory pre-proposal meeting.

Ranking of the proposals will be based on capability/qualifications criteria. The review and selection process will be completed in three phases as follows:

**Phase 1:** Proposals will be examined to determine if the consultant understood and responded in accordance with the following requirements:

1. Proper completion and submittal of required proposal documents
2. Attendance of the mandatory pre-proposal meeting held at RegionalSan
3. Acceptability of exceptions taken to agreement terms and conditions
4. Related experience requirements met or exceeded

**Phase 2:** Proposals that meet the requirements in Phase 1 will be evaluated and scored using the table shown in Section 10 above. The table identifies the criteria that will be used to determine the final proposal ranking. Based upon the evaluation of the proposals and reference checks, the most responsive proposals may be invited to an interview to further aid the selection process. Regional San reserves the right to complete the consultant evaluation and selection without going through the interview process or reference checks.

**Phase 3:** The fee proposal for the highest ranked proposal will be opened and Regional San will enter into negotiations with the consultant. If a mutually agreeable contract is not reached, Regional San will discontinue negotiations with the consultant and initiate negotiations with the consultant with the next highest ranked proposal. This process will continue until a contract is successfully negotiated or the entire list of eligible consultants is exhausted. Once a mutually agreeable contract is negotiated, the remained sealed fee proposals will be returned to the consultants.

Regional San can reject any or all proposals, or any part thereof; waive any informality in the proposal; and any proposal that is in the best interest of Regional San. Regional San’s waiver of an immaterial defect shall in no way modify the RFP or excuse the selected consultant from full compliance with its specifications.

Regional San’s decision will be final.

13. **FINAL SELECTION AND NOTIFICATION**
   The selection of the consultant and the negotiated contract will be presented to the Board of Directors for approval. The Board date for presentation is not yet determined.
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ATTACHMENT A

SITE LOCATION DETAIL
Attachment A: Regional San Interceptor Facilities
(listed due to distances)

Natomas Force Main Pipeline
The Natomas, Yolo, and Sacramento dual force mains are protected from corrosion by impressed current cathodic protection systems. These systems consist of power rectifiers, anode wells, and test stations.

Natomas Force Main
Two Force Mains: Diameter 60 inches, Length 3.2 miles approximate,
Materials: Reinforced Concrete Cylinder Pipe, Welded Steel Pipe, Bar-Wrapped Steel Cylinder Concrete Pressure Pipe

West Sacramento Force Mains
Two Force Mains: Diameter 60 inches, Length 3.9 miles approximate,
Materials: Reinforced Concrete Cylinder Pipe, Welded Steel Pipe

Yolo Force Mains
Two Force Mains: Diameter 66 inches, Length 5 miles approximate,
Materials: Reinforced Concrete Cylinder Pipe, Welded Steel Pipe

Arden Parallel Force Mains
The two 60” mains downstream of the North Vault are designated the old Arden Force Main and the new Arden Parallel Force Main. They run along the American River Bike Trail and under the river, coming up on the other side near Sac State at the South Vault.

Sacramento Force Mains
Two Force Mains: Diameter 66 inches, Length 2.7 miles approximate,
Materials: Reinforced Concrete Cylinder Pipe, Welded Steel Pipe, Bar-Wrapped Steel Cylinder Concrete Pressure Pipe

Rectifiers
The rectifiers use silicon diodes to convert utility power to impressed current for the anodes. They are housed in air-cooled steel enclosures. They are equipped with voltmeters, ammeters, and overload protection.

Anodes
The cast iron anodes are connected by wires to the rectifiers and buried in deep cylindrical wells filled with calcined coke breeze, a granular insulating material which is mostly inert carbon. The anode wells are equipped with centralizers to keep the anodes in place and vent piping to release any off gases.
**Test Stations**
The test stations are mounted in boxes on posts or flush-mounted in pavement boxes. They contain panel boards wired to the pipelines, which are used to measure the current flow in the system to assess if it is operating properly.

**Insulating Joints**
Monolithic insulating joints electrically isolate segments of the pipelines so that current will not flow between separately protected segments.
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ATTACHMENT B

CONFLICT OF INTEREST & NON COLLUSION AFFIDAVIT
ATTACHMENT B – RFP NO. 9019
CONFLICT OF INTEREST AND NON-COLLUSION AFFIDAVIT

SACRAMENTO REGIONAL COUNTY SANITATION 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
RFP NO. 9019

ATTACHMENT C

SAMPLE AGREEMENT
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

AGREEMENT FOR
CATHODIC PROTECTION ANALYSIS PROJECT

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 has determined that it is desirable to retain a consultant to conduct a survey and assessment of REGIONAL SAN’S cathodic protection systems; and

WHEREAS, REGIONAL SAN issued a Request for Proposals and selected CONSULTANT from among the respondents 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  
   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. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE**

A. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
D. **Labor Compliance Program:** The County of Sacramento received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance Program and prevailing wage requirements should be directed to the Labor Compliance Section at (916) 875-2711. In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars ($15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

E. This is a contracting services project in accordance with Section 1771.5 of the California Labor Code.

F. Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file at the office of the County of Sacramento Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento, CA 95827, and are also available on the internet at http://www.dir.ca.gov/DLSR/PWD.

9. **PERFORMANCE STANDARDS**
CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT’S services.

10. **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.

11. **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.

(FOR OUT-OF-STATE SERVICE PROVIDERS)

F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that REGIONAL SAN shall withhold seven percent (7%) of all income paid to CONSULTANT under this Agreement for payment and reporting to the California Franchise Tax Board because CONSULTANT does not qualify as (1) a
corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

12. **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.

13. **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.

14. **RETIREMENT BENEFITS/STATUS**
CONSULTANT acknowledges and agrees that REGIONAL SAN has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONSULTANT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONSULTANT under this Agreement. CONSULTANT waives any rights to proceed against REGIONAL SAN should SCERS modify or terminate retirement benefits based on CONSULTANT’S provision of services under this Agreement.

15. **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.

16. **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.

17. 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.

18. 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.

19. **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.

20. **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.

21. **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 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.

22. **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.

23. **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.

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

25. **TIME**
   
   Time is of the essence of this Agreement.

26. **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.

27. **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.
28. **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.

29. **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.

30. **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.

31. **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.

32. **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.
33. **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.

34. **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).

35. **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.

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

37. **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: ______________________________ 
Prabhakar Somavarapu, District Engineer 

By: ______________________________ 
Name: ____________________________ 
Title: ____________________________ 
Date: ____________________________

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

Agenda Date: ______________________

Item Number: ______________________

Resolution No.: ____________________

Contract and Consultant Tax Status Reviewed and Approved by District Counsel

By: ______________________________ 
Lisa A. Travis 
Supervising Deputy County Counsel 

Prepared by: ________________________ 
Katherine E. Manne, Senior Contract Services Officer 
Internal Services Department 
Sanitation Districts Agency 
Phone: (916) 876-6074
EXHIBIT A to Agreement  
Between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT  
and TBD

SCOPE OF SERVICES

1. REQUEST FOR PROPOSAL AND CONSULTANT’S PROPOSAL
   A. The scope of services to be provided by this Agreement are those services identified in REGIONAL SAN’S Request for Proposal (RFP) dated ________________, and CONSULTANT’S Proposal dated ________________. Both the RFP and the Proposal are hereby incorporated into this Agreement as Attachments 1 and 2, respectively, and made a part of this Agreement. In the event of any inconsistencies or ambiguities, the Proposal shall govern over the RFP, and this Agreement shall govern over all. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.

   B. The District Engineer or designee, may negotiate with CONSULTANT and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of REGIONAL SAN.

   C. ON-CALL OR SPECIAL SERVICES
      Special Services shall be provided by CONSULTANT on an "on-call" basis: when requested by REGIONAL SAN’S Project Manager, CONSULTANT shall provide project-specific proposals and shall commence the proposed services only upon written authorization of REGIONAL SAN'S District Engineer. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.

2. SCHEDULE
   CONSULTANT shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between REGIONAL SAN and CONSULTANT.

3. RESPONSIBILITIES OF REGIONAL SAN AND CONSULTANT FOR SCOPE
   A. REGIONAL SAN, or its authorized representatives, shall review all documents submitted by CONSULTANT and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONSULTANT. REGIONAL SAN shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONSULTANT’S services and of the project.

Exhibit A
Page 1 of 2
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: Ron Baptista
PHONE: 916-876-6009
E-MAIL: baptistar@sacsewer.com

**CONSULTANT:**

NAME:
PHONE:
E-MAIL:
EXHIBIT B to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
and TBD

REGIONAL SAN INSURANCE REQUIREMENTS

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

1. Verification of Coverage
CONSULTANT shall furnish REGIONAL SAN with certificates evidencing coverage required below. Copies of required endorsements must be attached to certificates provided. REGIONAL SAN Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of REGIONAL SAN and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by REGIONAL SAN before performance commences. REGIONAL SAN reserves the right to require complete copies of all required insurance policies, including endorsements, required by this Exhibit, at any time and with reasonable notice. If CONSULTANT utilizes proprietary coverage forms or endorsements, CONSULTANT has the option of having broker provide explanatory memoranda confirming coverage and limits as required herein.

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: $2,000,000

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

   Workers' Compensation: Statutory.

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

   Professional Liability or Errors and Omissions Liability: $2,000,000 per claim and aggregate.

4. **Deductibles and Self-Insured Retention**
   Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and 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 the negligent acts, errors or omissions of the CONSULTANT or any party for who CONSULTANT is legally liable under law.

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.
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 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.

   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.

   D. **Consultant Expenses**: Lodging, meals, and travel during this contract period shall be reimbursed as follows:

      1. Per diem for lodging (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work night, up to five (5) nights per week.

      2. Per diem for meals and incidentals (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work day, up to five (5) days per week.

      3. Airfare and local and home transportation costs will be reimbursed at cost with no markup.

      4. Mileage will be reimbursed at the current IRS rate which can be accessed by clicking the following link:
5. **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.

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

3. **ITEMIZED TASKS AND SUBTASKS**
   If CONSULTANT’S Proposal contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of REGIONAL SAN’S Project Manager. CONSULTANT shall promptly notify REGIONAL SAN’S Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. REGIONAL SAN’S Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

4. **WORK NOT IN SCOPE OF SERVICES**
   CONSULTANT shall immediately notify REGIONAL SAN’S Project Manager in writing of any work that REGIONAL SAN requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the District Engineer approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT’S compensation is approved and executed by both parties.

5. **NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION**
   CONSULTANT shall notify REGIONAL SAN’S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

6. **SUBMISSION OF INVOICES**
   CONSULTANT shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

CONSULTANT shall include the following information on all invoices:

1. Contract Number: TBD
2. Project Name: Cathodic Protection Analysis Project
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.