



REQUEST FOR PROPOSALS

FOR

ON-CALL GENERAL ENGINEERING SERVICES

**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
DEPARTMENT OF OPERATIONS
ENGINEERING SECTION**

ISSUE DATE: January 28, 2020

DUE DATE & TIME: February 26, 2020, 3:00PM

RFP No. 9058

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1. Introduction

The Sacramento Regional County Sanitation District (Regional San) is requesting proposals to provide on-call general engineering services to support various efforts at the Sacramento Regional Wastewater Treatment Plant (SRWTP). This Request for Proposal (RFP) includes the information needed for proposal preparation and contains various attachments associated with proposal preparation and contractual requirements, including a sample agreement. This RFP and all attachments are also posted on Regional San’s website (www.regionalsan.com/general-opportunities). It is anticipated that three (3) consultants will be selected from the submitted proposals to perform various engineering tasks as required. The consultants will be selected based on their demonstrated competence and qualifications necessary to perform the work.

The on-call agreements will each cover a three-year period, include a cost ceiling of \$150,000, and will be implemented on a time-and-materials basis.

2. Background

The SRWTP provides wastewater treatment to the Sacramento area and surrounding cities, serving approximately 1.3 million customers. The SRWTP is owned and operated by Regional San, a sanitation district organized under the laws of the State of California. The SRWTP currently uses a secondary treatment process consisting of bar screens, aerated grit removal, primary sedimentation tanks, carbonaceous oxidation tanks (CO tanks) using high purity oxygen, secondary sedimentation tanks, disinfection using liquid chlorine, and dechlorination using sodium bisulfite. The treated effluent is discharged into the Sacramento River near the town of Freeport. The treatment process has a permitted capacity of 181 million gallons per day (mgd) average dry weather flow (ADWF).

Regional San routinely implements rehabilitation projects, new construction projects, and process improvement projects related to operation of the SRWTP. The upgrades, modifications and/or rehabilitation projects are needed to maintain existing facilities and continue proper and reliable wastewater conveyance and treatment at SRWTP.

3. Key Action Dates

SUMMARY OF KEY DATES	
RFP Issuance	January 28, 2020
Final Date for RFP Questions	February 19, 2020
Response to RFP Questions Posted to Regional San Business Opportunities Page	February 21, 2020
Proposals Due	February 26, 2020 by 3:00PM
Proposal review	March 13, 2020
Negotiate and prepare contract	March 27, 2020
Execute contract	April 10, 2020

4. Scope of Services

The consultant shall provide on-call engineering services in various professional disciplines including civil engineering, structural engineering, mechanical engineering, hydraulic and process engineering, electrical and controls engineering, and architectural design.

The consultant may be requested to provide a variety of engineering services as the need arises and may include but are not limited to:

- Engineering analyses, studies and report preparation
- Design option development, evaluation, and recommendation
- Document and drawing review
- Constructability review
- Field inspections and data collection
- Utility location and coordination
- Code review and compliance
- Condition assessment
- Cost estimating
- Life cycle cost analysis
- Design calculations and/or calculation review
- Design drawings or details
- Develop biddable design documents for construction projects
- Engineering support during construction
- Prepare as-built documentation
- Develop operation and maintenance documentation

A single consultant is not expected to be able to provide all the services listed above for all disciplines. Firms interested in one or more services are encouraged to submit a proposal. Regional San reserves the right to execute an agreement with one or more consultant(s) responding to this RFP.

Task orders may vary significantly in size and scope and will be determined in greater detail as each task order is assigned. Regional San will discuss the scope of services with the consultant prior to issuing the task order. The consultant will be responsible for preparing detailed scope, personnel, specialty sub-consultants, schedule, and fee estimate for each task order.

5. Basis for Compensation

Compensation will be on a time and materials basis with a not-to-exceed ceiling of \$150,000 for the entire contract. The services to be performed under this contract will be on an “as-needed” or “on-call” basis.

6. Organization and Content of Proposal

Consultants must provide complete and current information for all categories listed below. Consultants shall provide six (6) hard copies of the proposal. Proposals shall not exceed 15 pages total length, not including Transmittal Letter, Cover Page, Table of Contents, Section Dividers, Resumes, Insurance, Conflict of Interest Statement, Employment Practices, and Sealed Cost Proposal. In addition, page sizes shall be 8 ½ X 11 with font size no smaller than 12 pt. Figures and tables may be on 11 X 17 sheets.

A. Statement of Qualifications

- Provide a brief summary of the firm's background and organization. Provide similar background information for subconsultants who are proposed for the team.
- Discuss the firm's qualifications and available resources for performing the subject services. Demonstrate that you fully understand the needs of Regional San, and describe how the firm is uniquely qualified to perform the services that are described in this RFP in a proficient and professional manner.
- Describe relevant experience with similar projects that may help emphasize the firm's understanding of the nature of potential services to be provided.
- Include a description of the firm's experience, if any, with public agency projects, on-call services contracts, etc.
- Provide a list of up to five (5) relevant projects, similar to the scope of services requested above, that your firm has completed in the last 10 years. Provide a brief description of each effort, including the dates during which the work was performed and the firm's role in the work. Include the client and contact information for each project listed. Identify the consultant's key team members and describe their roles during the projects listed.
- Highlight those individuals who are proposed as team members for this contract.
- Additional project history may be included as an appendix.

B. Consultant Team

Provide a consultant team organization diagram, including the main contact person for the contract. The geographic location of the firm and each team member shall be identified.

Describe the qualifications and experience of each of the proposed key Consultant team members, as well as their respective roles. Areas of expertise of each listed team member should be identified. Resumes for each team member may be included in an appendix.

Any proposed subconsultants shall also be identified; locations, qualifications, experience, and expertise should be included similar to the firm's own project personnel.

Consultant staff shall have the appropriate level of experience, expertise, and licenses required to perform the requested work.

C. 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. Consultants may use the attached “Conflict of Interest and Non-Collusion Affidavit” Form (Attachment A).

D. Proprietary Information

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

E. Insurance

Consultants to provide a summary of the firm’s present and proposed insurance coverage, including commercial general liability, automobile liability, workers compensation, property damage, employer’s liability, and professional liability or errors and omissions liability for the duration of the contract (assume three (3) years). Please see the Sample Agreement for Regional San’s insurance requirements (Attachment B).

F. References

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

G. 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 sub-consultants, subcontractors, other service providers and suppliers identified in the agreement shall not be made without the written consent of Regional San.

H. Employment Practices

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

I. Cost Information

Provide, in a separate sealed envelope, your firm's cost information including an hourly rate schedule for proposed individuals for the anticipated work and any other costs to be billed. Include the following information:

- **Direct Hourly Rates:** Provide the range of rates for positions or labor classifications for those staff who may be used pursuant to this contract.
- **Proposed Direct Labor Multiplier:** A maximum 3.0 multiplier on base direct salary is permitted.
- **Alternative Rate Information:** Consultants may submit fee information in the form of loaded rate ranges for positions or classifications in lieu of direct rates and a multiplier.
- **Adjustments in rates predicted to occur during the Project:** Annual wage escalation will be limited to the Western States Consumer Price Index. Rate increases in subsequent years exceeding three percent (3%) will not be permitted.
- **Sub-consultant Costs:** A maximum markup of 5 percent (5%) is permitted.
- **Other Direct Costs (ODCs):** A maximum markup of 5 percent (5%) is permitted. Due to the nature of the scope of services, technology resource fees may not be permitted, i.e. computer, fax, phone.
- **Long-term per diem and housing costs** will not be permitted; short-term, less than 30 Calendar days, may be permitted for key staff with prior Regional San approval.

J. Department of Industrial Relations (DIR) Compliance

Consultants must note within their proposal, valid DIR registration numbers for consultant's personnel and sub-consultants performing public works tasks.

- No contractor or subcontractor may be listed on a bid proposal for a public works project 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)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- **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.

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

K. Exceptions to Contract Terms and Conditions

Consultant shall provide a list of any exceptions to contract terms and conditions, which the Consultant will seek from the sample Regional San contract language. This sample Regional San contract has been incorporated into this RFP package as Attachment A.

7. Submittal Instructions

Please submit six (6) original hard copies, and 1 electronic digital media copy as follows:

Due Date: February 26, 2020 no later than 3:00PM

Deliver To:

**Sacramento Regional County Sanitation District
Attn: Kyle Frazier, Senior Civil Engineer
8521 Laguna Station Rd
Elk Grove, CA 95758**

All questions regarding this RFP should be directed to Kyle Frazier, Senior Civil Engineer, at (916)876-6029, or email at frazierk@sacsewer.com. The last day for submitting questions is February 19, 2020. Inquiries and responses, and any related addenda issued will be posted at <https://www.regionalsan.com/business-ops-bids>. It is the consultant's responsibility to ensure they have checked for any addenda that may be issued by Regional San.

8. Revision of Proposal

Consultants may withdraw or revise a proposal on the consultant’s own initiative at any time before the deadline for submission of proposals. The consultant must submit the revised proposal in the same manner as the original proposal on or before the listed proposal due date and time. In no case will a statement of intent to submit a revised proposal extend the proposal due date for any consultant. At any time during the proposal evaluation process, the Regional San may request consultant to provide oral or written clarification of its proposal.

9. Proposal Rating Criteria

CRITERIA	POINT VALUE
Quality of Proposal: Proposal is well written, concise, and well organized	10
Firm Experience: Qualifications and relevant experience of consultant and sub consultant personnel, experience working with similar public agencies, record of completing work on schedule, client references	35
Firm Capabilities: Demonstrated capability on similar or related projects, approach to maintaining quality of work and cost control	35
Staff and Project Organization: Qualifications of project staff, key personnel level of involvement, logic of project organization, adequacy of labor commitment	20
TOTAL	100

10. Selection Process

In order to be considered responsive candidates, interested consultants must submit a complete proposal document, with organization and content consistent with instructions included in this RFP, by the closing date and time shown in Part 3 – Key Action Dates. A final recommendation will be made by a Regional San selection panel based on the technical review and evaluation of all proposals.

Cost information for the highest ranked proposals will be opened and Regional San will enter into negotiations with the selected consultant(s). If all parties are unable to reach a mutually agreeable contract, negotiations with said consultant will be concluded. Negotiations will then commence with the next highest ranked proposal/consultant. This process will continue until a contract(s) is/are successfully negotiated or the entire list of eligible consultants is exhausted. Once a mutually agreeable contract is negotiated, the remaining sealed cost proposals will be returned to the consultants.

Reminder: The cost sheet(s) will be submitted in a separately sealed envelope. After the qualifications rankings have been made, only the cost sheets of consultants that Regional San enters into negotiations with will be opened. Cost sheets will be returned unopened to all other consultants.

Regional San reserves the right to:

- **Reject any or all proposals or any part thereof; and**
- **Waive any informality in the proposal; and**
- **Accept the proposal that is in Regional San best interest**

Regional San's decision is final.

11. Final Selection and Notification

The award of contract shall be made to the consultant who provides the best overall response to the requirements of this RFP. Regional San may select whichever proposal they determine will best serve their needs, as determined by the selection committee. The successful consultant will be selected in accordance with the proposal evaluation criteria identified in Section 9 above, and any addenda thereto, except for such immaterial deviation as may be waived by Regional San. Any such waiver shall in no way modify the RFP or excuse the selected Consultant from full compliance with its requirements.

An intent to award is expected to be made by mid-April, subject to final approval by the District Engineer. Written notification of the outcome of the selection process will be mailed to all consultants who submitted a proposal.

ATTACHMENT A – RFP NO. 9058
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

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
AGREEMENT FOR
ON-CALL GENERAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into on this _____ day of _____, 2020 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-2900, 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-2900, Authority No. 4 has determined that it is desirable to retain a consultant to provide on-call general engineering services; 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: **TBD**
 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. If applicable to work contemplated by this Agreement, 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. If applicable to work contemplated by this Agreement, 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. If applicable to work contemplated by this Agreement, 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. If applicable to work contemplated by this Agreement, 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. SCERS POST RETIREMENT EMPLOYMENT POLICY

- A. Any employee of, or contractor retained by, CONSULTANT who is retired from Sacramento County service is subject to SCERS Post Retirement Employment Policy and must adhere to limitations on post-retirement service, including a 180-day waiting period before working for the County or REGIONAL SAN and a 960-hour per calendar year cap when working for the County or REGIONAL SAN.
- B. Upon execution of this Agreement, CONSULTANT shall report to REGIONAL SAN in writing, the names of current and future employees who will provide services under this Agreement, that are retired from Sacramento County employment.
- C. CONSULTANT must report to REGIONAL SAN in writing on a semi-annual basis (January 5th and July 5th of each calendar year), the names of employees retired from Sacramento County employment providing services under this Agreement, and hours those employees have worked during the applicable reporting period. CONSULTANT shall submit reports to SDASCERSReporting@sacsewer.com.
- D. CONSULTANT shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

16. 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.

17. 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.

18. 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.

19. 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 and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an “Indemnified Party,” and collectively “Indemnified Parties”), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly attributable to the performance of CONSULTANT, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, CONSULTANT'S subconsultants or subcontractors at any tier, or any other party for which Contractor is legally liable under law.

The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and tendered in writing to CONSULTANT. CONSULTANT shall defend Indemnified Parties with counsel reasonably acceptable to the Indemnified Parties.

Notwithstanding the foregoing, the parties expressly agree that CONSULTANT'S defense obligation under this indemnity obligation shall require CONSULTANT to defend the Indemnified Parties until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under law. In the event that fault is apportioned between the Indemnified Parties and

CONSULTANT, CONSULTANT'S final cost of defense shall not exceed its proportionate percentage of fault. To the extent that CONSULTANT'S cost of defense exceeds its proportionate percentage of fault, the Indemnified Parties shall reimburse CONSULTANT.

If requested by the Indemnified Parties, CONSULTANT agrees to participate, at its own expense, in the defense of a Claim to provide testimony or to produce documents or other relevant information.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONSULTANT or CONSULTANT'S subconsultants or subcontractors at any tier.

Nothing in this indemnity obligation 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 obligation shall survive the expiration or termination of the Agreement.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. SUCCESSORS

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

26. TIME

Time is of the essence of this Agreement.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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).

36. 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.

37. DUPLICATE COUNTERPARTS

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

38. 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 **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: _____
Heather Luke, Senior Contract Services Officer
Internal Services Department
Sanitation Districts Agency
Phone: (916) 874-1183

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 [REDACTED], and CONSULTANT'S Proposal dated [REDACTED]. 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. Following a request for services, CONSULTANT will prepare a written proposal and cost for the work and services requested. The proposals shall be reviewed and approved by the REGIONAL SAN Project Manager or designee. The proposal and cost estimated must be approved, in writing, by the REGIONAL SAN Project Manager or designee, and accepted by the CONSULTANT before any work may begin. The authorization must identify the task or services to be performed, include an estimated schedule for its completion, describe the work products/deliverables to be provided, and the compensation to be paid. CONSULTANT shall not begin work until such written authorization is received.

2. SCHEDULE

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

3. RESPONSIBILITIES OF REGIONAL SAN AND CONSULTANT FOR SCOPE

- A. REGIONAL SAN, or its authorized representatives, shall review all documents submitted by CONSULTANT and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONSULTANT. REGIONAL SAN shall furnish information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONSULTANT'S services and of the project.
- B. CONSULTANT shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by REGIONAL SAN shall not be deemed to constitute acceptance or waiver by REGIONAL SAN of any error or omission as to such work. CONSULTANT shall coordinate the activities of any subconsultants and is responsible to ensure that all plans, drawings, and

specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

4. AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK

CONSULTANT is retained to provide and perform the scope of services covered by this Agreement. CONSULTANT, including CONSULTANT'S assigned personnel, shall have no authority to represent REGIONAL SAN or REGIONAL SAN staff at any meetings of public or private agencies unless an appropriate REGIONAL SAN official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONSULTANT shall possess no authority or right to act on behalf of REGIONAL SAN in any capacity whatsoever as agent, nor to bind REGIONAL SAN to any obligations whatsoever. REGIONAL SAN is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

5. PUBLICATION OF DOCUMENTS AND DATA

CONSULTANT shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of REGIONAL SAN without the prior written consent of REGIONAL SAN, however submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either REGIONAL SAN or CONSULTANT.

6. PROJECT PERSONNEL

In the performance of the services hereunder, CONSULTANT shall provide the personnel as set forth in the Proposal. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the District Engineer or his authorized representative before any such change may be made. Key contacts for this project shall be as follows:

REGIONAL SAN:

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

CONSULTANT:

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, CONSUTLANT 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. Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the Additionally Insured Parties and the general public are adequately protected.
- b. **MAINTENANCE OF INSURANCE COVERAGE:** The CONSULTANT shall maintain all insurance coverages and limits in place at all times and provide the Additional Insured Parties with evidence of each policy's renewal within ten (10) days after its anniversary date. CONSULTANT is required by this Agreement to immediately notify the Additional Insured Parties if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits 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 and the County of Sacramento, their respective governing boards, officers, directors, officials, employees, and authorized agents and volunteers (each an "Additional Insured Party," and collectively "Additionally Insured Parties"), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT in performance of the work; 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 the Additionally Insured Parties.
- b. **PRIMARY INSURANCE:** For any claims related to this agreement, CONSULTANT'S insurance coverage shall be primary insurance as respects any insurance or self-insurance maintained by the Additionally Insured Parties. Any

insurance or self-insurance maintained by the Additionally Insured Parties shall be excess of CONSULTANT's insurance and shall not contribute with it.

- c. **SEVERABILITY OF INTEREST:** CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. **SUBCONTRACTORS:** CONSULTANT shall be responsible for the acts and omissions of all its 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 the Additionally Insured Parties which might arise by reason of payment under such policy in connection with performance under this Agreement by CONSULTANT. Should CONSULTANT be self-insured for workers' compensation, CONSULTANT hereby agrees to waive its right of subrogation against the Additionally Insured Parties.

11. Notification of Claim

If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT or any Additionally Insured Party, CONSULTANT shall give prompt and timely notice thereof to SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT C to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
and **TBD**

COMPENSATION

1. MAXIMUM PAYMENT TO CONSULTANT

The Maximum Total Payment Amount under this Agreement is: \$ _____.

2. COMPENSATION COMPONENTS

A. Time and Expenses: Compensation for services rendered shall be paid on a time and expenses basis at the usual and customary rates for the services actually rendered, as stated in CONSULTANT'S 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. Consultant Expenses:

1. Non-Reimbursable Expenses Are As Follows: Non-reimbursable expenses include alcoholic beverages, expenses associated with a non-employee who accompanies the employee on official business, personal expenses, and traffic fines or parking tickets.
2. Invoices: CONSULTANT must submit itemized invoices that detail labor hours and expenses. In order to be reimbursed for travel related expenses, CONSULTANT must submit itemized invoices for airfare, hotel stays, cab or shuttle fees, restaurant fees, and related expenses. CONSULTANT must separate out line items for non-taxable expenses.
3. Lodging, Meals, and Travel: Lodging, meals, and travel during this contract period shall be reimbursed as follows:
 - a. Per diem for lodging (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work night.
 - b. Per diem for meals and incidentals (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work day.
 - c. Airfare and local and home transportation costs will be reimbursed at cost with no markup.

- d. Mileage will be reimbursed at the current IRS rate which can be accessed by clicking the following link:

<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2020>

- 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:

Sacramento Regional Wastewater Treatment Plant
8521 Laguna Station Road
Elk Grove, CA 95758
ATTN: CONTRACTS PAYMENT DESK

CONSULTANT shall include the following information on all invoices:

1. Contract Number: **TBD**
2. Project Name: On-Call General Engineering Services
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.