



**Request for Proposals
For
Services Related to Strengthening Employee Engagement
at**

**Sacramento Regional County Sanitation District
Sacramento Area Sewer District**

RFP No. 9035

ISSUE DATE: September 6, 2018

DUE DATE: October 5, 2018 by 3:00 p.m. Pacific Standard Time

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I. Introduction

The Sacramento Area Sewer District (SASD) and Sacramento Regional County Sanitation District (Regional San) provide wastewater collection, conveyance, and treatment services to more than one million residents in the greater Sacramento region.

SASD

SASD is a sewage collection utility providing service to more than one million people in the Sacramento region. SASD's service area includes the unincorporated areas of Sacramento County; the cities of Citrus Heights, Rancho Cordova, and Elk Grove; and portions of the cities of Folsom and Sacramento. SASD serves residential, commercial, and industrial customers.

SASD owns and operates thousands of miles of sewer pipes and is responsible for the day-to-day operations and maintenance of these sewer pipes. Sewage collected in the SASD system flows into Regional San's interceptor system, where it is conveyed to the Sacramento Regional Wastewater Treatment Plan (SRWTP) near Elk Grove. SASD's mission statement is as follows:

"To protect public health and the environment by efficiently and effectively collecting sewage for our community."

Regional San

In 1973, the County and City of Sacramento joined forces with the City of Folsom to form Regional San, which assumed responsibility for regional wastewater conveyance and treatment. Regional San built the SRWTP near Elk Grove and a vast interceptor conveyance system to link the area's local sewer collection systems. SRWTP began providing service in 1982. Regional San's mission statement is as follows:

"Regional San protects public health and the environment by conveying, treating, and recovering resources from wastewater responsibly and cost-effectively."

II. Background

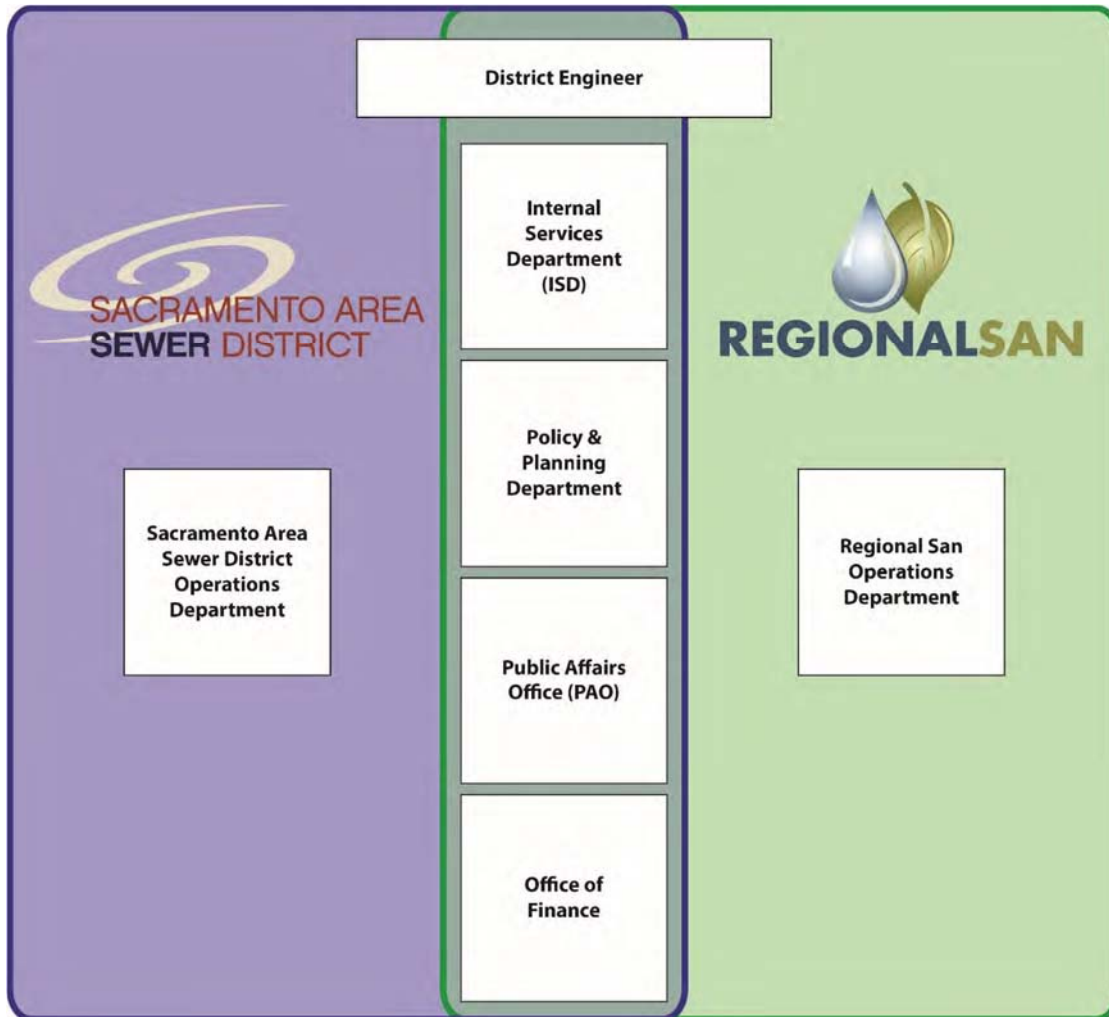
Regional San and SASD are independent special districts that contract with the County of Sacramento to provide their workforce, along with some human resources and financial-related services.

Both Regional San and SASD are comprised of five departments and offices: Operations, Policy and Planning, Internal Services, Finance, and Public Affairs. All departments and offices, except Operations, are common to both SASD and Regional San, which have separate Operations departments.

Each department and office serves a unique and critical role in serving and supporting SASD and Regional San:

- The SASD Operations Department is responsible for operating, maintaining, and constructing the local sewer collection system.
- The Regional San Operations Department is responsible for operating and maintaining the regional conveyance system and the Sacramento Regional Wastewater Treatment Plant.
- The Internal Services Department is responsible for providing the necessary administrative, budget, contracting and procurement, and information technical services to support SASD and Regional San operations.

- The Policy and Planning Department is responsible for long-term planning, major policy matters, regulatory and legislative affairs, rate and fee development, scientific research, and wastewater source control.
- The Public Affairs Office is responsible for developing and implementing communications strategies, public education programs, and media relations.
- The Office of Finance is responsible for financial reporting, managing the debt portfolio, and other financial matters.



Employee Population

Combined employee population for all business units is approximately 850 employees, each of which reside in one of the aforementioned departments or offices. This population comprises a variety of job classifications representing individual contributors, supervisors, managers, and executives. The general breakdown of the employee population is as follows:

- Field staff who maintain and operate the sewer collection system, and operators and maintenance workers at the wastewater treatment plant
- Technical staff comprised of engineers, technicians, and scientists
- Other staff that provide administrative, training and information technology support, fiscal and accounting services, and public outreach

- Supervisors, managers, and executives who plan, implement, and monitor daily and long-term operations.

Strategic Planning

SASD and Regional San revised their Strategic Plans in 2017 and becoming a “Workplace of Choice” is a key strategic goal. The following success statement has been used to guide SASD and Regional San’s pursuit of the “Workplace of Choice” goal:

A workplace that values and respects employees, encourages and supports employees, and gives employees a voice. We recruit, retain, professionally develop and competitively compensate a skilled workforce, who operate in a high-performing, continuous-learning environment, where performance is routinely assessed, superior achievement is regularly recognized, and the success of the future workforce is assured through careful succession planning.

The top strategic objectives for accomplishing the goal are listed below:

	Objective #1	Objectives #2
SASD	Continue to foster a sense of community to build morale	Provide a variety of personal and professional development training and growth opportunities for employees.
Region San	Foster a positive workplace culture that supports high performance and encourages teamwork and problem solving	Hire, retain, and develop dedicated and skilled employees.

The following two recommendations were approved by the executive management team as the initial focus and foundational elements needed to help realize the goal of becoming a Workplace of Choice:

- Establish an employee survey program for SASD and Regional San
- Recognize and celebrate individual and organizational performance

Current Status

Given the highly regulated nature of the services delivered by Regional San and SASD, standard processes are employed to ensure consistent, reliable, and dependable service in pursuit of operational excellence. Directive management culture is used wherein staff at various levels of the organization are responsible for making decisions pertaining to their sphere of control, after seeking appropriate input from those that can contribute to the decision-making.

Several efforts currently taking place help toward accomplishing the Workplace of Choice goal. Both Regional San and SASD conduct annual employee appreciation and recognition events. Many teams also hold individual team celebration events recognizing work efforts and achievements. However, there are no over-arching recognition policies or guidelines currently in place that provide a consistent approach.

Over the last few years, a conscious effort has been made to better engage employees in various efforts:

- SASD has the Collaboration and Innovation Team that provides the opportunity for employees to provide ideas on new processes ,equipment, and correcting existing issues

- Organizational values were defined approximately two years ago by a cross-section of employees
- The Strategic Plans revised in 2017, including their associated action plans, involved input from a cross-section of employees
- The Leadership Program Advisory Committee is comprised of employees who provide input and ideas concerning the Leadership Development Program
- The ISD Internal Consolidation Review involved a number of employees providing input in defining organizational strengths and weaknesses
- Upcoming projects that involve soliciting employee feedback include the Workplace of Choice effort, Staffing and Support Services Study, and District Merger Study

Training is available to all employees. The majority of training is focused on skills related to performing the job. Extensive operations and maintenance training is provided to both sewer collection and wastewater treatment plant field staff. In addition, a Leadership Development Program is available to all staff. The County of Sacramento provides courses on a variety of professional, supervisory, and management skills.

Challenges

The following are some of the challenges relevant to accomplishing the Workplace of Choice goal:

- There are diverse viewpoints and practices among various departments and workgroups relating to culture, engagement, recognition, morale, etc.
- A large, complex and ongoing capital project (among the largest public works projects in Northern California) is being constructed at SRWTP to expand its wastewater treatment processing. This has exerted pressure on workloads concerning special project needs and regular work responsibilities.
- Limited career opportunities exist in some job classes, limiting opportunities for professional advancement.
- Accelerating turnover due to retirements.
- Anecdotal information indicates that communication throughout Regional San and SASD does not happen as frequently as some may desire.

III. Project Purpose

The purpose of undertaking this project is to increase attraction, retention, and engagement of employees. This, in turn, will ensure adequate staffing levels and increase the effectiveness and efficiency of operations. It is intended that these efforts will maximize the value provided to SASD and Regional San ratepayers.

IV. Key Action Dates

- RFP Issued: September 6, 2018
- RFP Questions Due Date: September 19, 2018
- Responses to RFP Questions Issued: September 24, 2018
- Proposal Due Date: October 5, 2018 by 3:00 PM Pacific Standard Time
- Consultant Interviews Conducted: October 29, 2018 – November 9, 2018
- Anticipated Notice of Intent to Award: By November 16, 2018

V. Proposed Project Schedule

- Project Kick-off and Education: January 2019
- Development and Acceptance of Project Plan: By End of February 2019
- Design, Development, and Acceptance of Assessment: By End of March 2019
- Conduct Assessment: By End of April 2019
- Assessment Result Analysis and Development of Recommendation: By End of May 2019
- Meet with Committees to Discuss Analysis, Recommendations and Next Steps: By End of June 2019

VI. Scope of Services

The consultant will provide services including but not limited to the following:

Task 1. Educate the steering committee and the advisory committee on the latest concepts, approaches, and best practices for driving employee engagement. Provide resources to the committees to further their understanding of employee engagement.

Deliverables:

- *Reference material that clearly and succinctly jump-starts the committees' understanding of the fundamentals on employee engagement before the first meeting*
- *A comprehensive overview presentation on employee engagement concepts, approaches, and best practices that expands the committees' knowledge and the breadth of possibilities*

Note: This task would involve discussions of Regional San's and SASD's employee engagement targets, given the spectrum of approaches and best practices available. The interactions with both committees will allow the consultant to solicit helpful organization information in order to formulate a strategic approach to employee engagement.

Task 2. Recommend approaches and methodologies for assessing the current and ongoing state of employee engagement, identifying gaps, and understanding employee perspectives related to engagement and Workplace of Choice issues.

Deliverable:

- *A project plan and schedule to conduct a baseline evaluation of current employee engagement and monitor employee perspectives on a regular bases over time*

Task 3. Implement the agreed upon employee engagement assessment.

Deliverables:

- *Design employee engagement assessment approaches/tools*
- *Administer the employee engagement assessment approaches/tools*
- *Develop a report summarizing the assessment results and analysis*
- *Create an implementation plan with recommended activities that support the attainment of the Workplace of Choice strategic objectives outlined in Section II: Project Background. Recommendations may include activities that will best suit Regional San and SASD, a specific department, and/or sections and workgroups.*

Note: This task will refine targets and strategic direction for the “Workplace of Choice” goal. It would identify the gaps between assessment results and targets.

Task 4. Project management. The consultant will provide meeting minutes, project reporting, monitor budget and contract progress, and coordinate with the Regional San’s and SASD’s project manager to ensure effective implementation of the tasks.

Task 5 (optional). Provide on-call assistance in implementing activities to improve employee engagement.

Note: Scope and budget will be negotiated after the consultant is selected.

Additionally, the consultant should propose any additional scope of work deemed necessary to complete a thorough and objective study.

VII. Basis for Compensation

Compensation will be made on a time and materials basis with a not-to-exceed maximum ceiling.

VIII. Organization and Content of Proposal

A. Cover Letter

- Provide a cover letter briefly outlining consultant’s qualifications and ability to perform the work outlined in the RFP.

B. Company Background

- Provide a brief introduction of the firm and the consultant team. Include office locations, main areas of expertise, number of staff, and company background and history.

C. Related Experience

- Provide a list of the most relevant work that the firm has completed in the last five years that aligns with the scope of work detailed in Section VI above. Particularly focus on any projects completed for public utilities.
- Provide a description of five relevant projects beginning with the most recent, providing the following information:
 - A brief description of the project
 - The time period during which the work was performed
 - Names of the key staff who are anticipated to serve on this planned engagement
 - Representative recommendations provided to the clients
 - Key actions taken in implementing the recommendations
 - Progress, results, or impact from implementing the recommendations
 - The names, titles, and phone numbers of the client contact persons who may be used as references

D. Consultant Team

- Describe the experience of each consultant staff who would be involved in providing the requested services. Consultant staff must have the appropriate level of experience and expertise to perform the requested services.
 - Provide a consultant team organization diagram, including the primary contact person for the contract.
 - Identify the geographic location of the firm and each team member.
 - Describe the qualifications and experience of each of the proposed consultant team members.
 - Identify key areas of expertise for each team member, as well as their level of participation.
 - Attach résumés for each team member in an appendix. Résumés should include a description of relevant project experience related to each person’s area of expertise.

Identify any proposed sub consultants, locations, qualifications, experience, and expertise along with the firm’s own project personnel.

E. Proposed Project Approach:

- Provide a description of the project approach demonstrating an understanding of the goals and objectives as related to this project. The description should represent how the consultant team generally performs the work necessary to accomplish client goals and objectives.
- Additionally, provide a table showing the specific proposed activities and total level of effort, in hours, required to complete each task identified in Section VI, Scope of Services. The table shall show, by task, the estimated effort, in hours, of each key staff member presented in the consultant team organization diagram, and the estimated effort, in hours, of Districts employees. Do not include cost information with this portion of the proposal content.

F. Cost Proposal:

- Provide a projected cost estimate for each task listed in Section VI and those additional tasks needed for any recommended enhancements to the scope. The cost proposal must include the following information:
 - i. Hourly rates (including rates for on-call services) and corresponding job title for those staff working on the project.
 - ii. Estimated labor hours and associated fees for each task.
 - iii. Any other costs to be billed (i.e. subconsultants, other direct costs (ODC)).

NOTE: Maximum allowable markups with be five percent (5%) for subconsultants and ODCs.

PROVIDE THIS COST PROPOSAL IN A SEPARATE SEALED ENVELOPE. After the qualifications ranking have been made and consultant interviews conducted, only the cost proposal of the selected consultant company that the Districts enter into negotiations with will be opened. Unopened Cost Proposals will be returned to all other consultant companies.

G. Conflicts of Interest

Firms submitting proposals in response to this RFP must disclose to Regional and SASD 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 to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect must be included in the proposal. Consultants must submit with their proposal a completed "Conflict of Interest and Non-Collusion Affidavit" Form attached hereto as Attachment A, incorporated herein by this reference.

H. Proprietary Information

Any information submitted in a proposal in response to this RFP that the consultant considers to be proprietary must be identified as such, and the consultant must include the legal basis for a claim of confidentiality. Regional San and SASD will not assert the confidentiality of such information unless the consultant executes and submits a written agreement prepared by Regional San and SASD to defend and indemnify Regional San and SASD for any liability, costs, and expenses incurred in asserting such confidentiality as part of the proposal. The final determination as to whether or not Regional San or SASD will assert the claim of confidentiality on behalf of the consultant is in the sole discretion of Regional San and SASD.

I. Insurance

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 3 years). Please see Attachment B-Sample Agreement, Exhibit B for Districts' insurance requirements.

J. Employment Practices

Please provide a summary of the 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 workforce.

K. Exceptions to Contract Terms

Provide a list of any exceptions to contract terms and conditions which the consultant will seek from the sample Regional San and SASD contract language (**specific exceptions must be included if planning to seek changes to contract language**). The sample Regional San contract has been incorporated into this RFP package as Attachment B.

IX. Proposal Documentation

Consultants must submit one original proposal, four copies, and one electronic copy on digital media. Consultants must exclude cost information in **all** proposal copies (original, hard copy, and digital).

X. SUBMITTAL INSTRUCTIONS

Proposals submitted in response to this RFP must be submitted and received by Regional San and SASD by the date, time, and location as follows:

Due Date: October 5, 2018, 3:00 PM, Pacific Standard Time

Deliver to: Sacramento Regional County Sanitation District
Attn: Rich Abreu
10060 Goethe Road
Sacramento, CA 95827

All questions regarding this RFP must be sent by email only to Rich Abreu, Senior Training and Development Specialist, Sacramento Regional County Sanitation District at abreur@sacsewer.com, no later than September 19, 2018.

Any addenda or response to questions issued in relation to this RFP will be posted on Regional San's and SASD's Business Opportunities webpages at regionalsan.com/business-ops-bids and sacsewer.com/business-opportunities. It is the proposer's responsibility to ensure they have checked for any addenda or response to questions that may be issued by Regional San and SASD.

Responses to all questions received by the specified submittal deadline will be posted by September 24, 2018.

XI. SELECTION PROCESS

In order to be considered, interested consultants must submit a complete proposal document, with organization and content consistent with Section VIII of this RFP, by the closing date and time shown on the cover page.

A contract will be awarded to the consultant(s) who submits a proposal that presents the greatest value to Regional San and SASD based on the proposal evaluation criteria as noted in the table below, or for any other reason deemed to be in the best interest of Regional San and SASD.

Ranking of the proposals will be based on an assessment of capability/qualifications criteria provided in the table below:

Item	Proposal Evaluation Criteria	Weight	Score ³	Weighted Score ⁴
1	Company Background and Experience ¹	15%		
2	Consultant Project Team ²	25%		
3	Description of Project Approach	30%		
4	Level of Effort	25%		
5	Completeness of Response Package	5%		

	Total	100%		
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1. Considers relevance of consultant's experience related to the needs identified in the scope of services.
2. Considers the team's organization, experience, ability, and qualifications to perform the defined work. Considers the subcontractors' ability, if applicable.
3. Each criterion will be assigned a score of 0 to 100.
4. Scores will be multiplied by the weights and totaled to yield the total score on the proposal.

Selection Phases

In order to be considered, interested consultants must submit a complete proposal document, with organization and content consistent with Section VIII of this RFP, by the closing date and time shown on the cover page (page 1).

The cost proposal will be submitted in a separately sealed envelope. After the qualifications rankings have been made, only the cost proposal of consultants that the Districts enter into negotiations with will be opened. Cost proposals will be returned unopened to all other consultants.

Ranking of the proposals will be based on the criteria identified in Section XVIII of this RFP. Proposals will be evaluated in three phases as follows:

Phase 1: Proposals will be examined as to whether or not the consultant understood and responded in accordance with the following requirements:

- 1) Proper completion and submittal of required proposal documents
- 2) Acceptability of exceptions taken to agreement terms and conditions
- 3) Related experience requirement met or exceeded

Phase 2: Proposals that meet the requirements in Phase 1 will be evaluated and scored using the table in Section XVIII of this RFP. The table identifies criteria used in the determination of the final proposal ranking. If any single criterion score fails to be above zero, the proposal will be automatically rejected. Those proposals with a weighted score of less than 60 will be disqualified. Based upon the evaluation of the proposals, the most responsive proposals may be invited to an interview to further aid the selection process. The districts may also elect to complete the consultant evaluation and selection without going through the interview process. Reference checks may be conducted after interviews have been completed.

Phase 3: Cost information for the highest ranked proposal (and interview, if conducted) will be opened and Regional San and SASD staff will enter into negotiations with the consultant. If a mutually agreeable contract is unable to be negotiated, the consultant will be disqualified and Regional San and SASD will move on to 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 remaining sealed cost proposals will be returned to the consultants.

Regional San and SASD reserve the right to do the following:

- **To reject any or all proposals, or any part thereof; and**

- **To select more than one consultant; and**
- **To waive any informality in the Proposal; and**
- **To accept the proposal that is in the best interest of Regional San and SASD.**

Regional San's and SASD's decision will be final.

I. AWARD OF CONTRACT(S)

Award of one or more contracts shall be made to the consultant(s) who provides the best overall response to the requirements of this RFP. Regional San and SASD may select whichever proposal they determine will best serve their interests. The successful consultant(s) will be selected in accordance with the proposal evaluation criteria identified in the table above, and any addenda thereto, except for such immaterial deviation as may be waived by Regional San and SASD.

An intent to award is expected to be made on or before November 16, 2018, 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.

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

**ATTACHMENT A – RFP NO. 9035
CONFLICT OF INTEREST AND NON-COLLUSION AFFIDAVIT**

**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
SACRAMENTO AREA SEWER DISTRICT**

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

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

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

Signature

Name

Title

Business Name

Date

**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
And SACRAMENTO AREA SEWER DISTRICT**

**AGREEMENT FOR
SERVICES RELATED TO STRENGTHENING EMPLOYEE ENGAGEMENT AT THE
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT AND
SACRAMENTO AREA SEWER DISTRICT**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2018 by and between the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and the SACRAMENTO AREA SEWER 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 SASD," and **(CONSULTANT NAME)**, hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, REGIONAL SAN Resolution No. SR-2900, Authority No. 4, and SASD Resolution No. SD-0267, Authority No. 4 authorizes the District Engineer (hereinafter referred to as "DISTRICT ENGINEER") to contract for consulting services on behalf of REGIONAL SAN and SASD; and

WHEREAS, DISTRICT ENGINEER, pursuant to the provisions of Resolution No. SR-2900, Authority No. 4, and Resolution No. SD-0267, Authority No. 4, has determined that it is desirable to retain a consultant to provide consulting services related to strengthening employee engagement at Regional San and SASD; and

WHEREAS, REGIONAL SAN and SASD issued a Request for Proposals and selected CONSULTANT from among the respondents on the basis of CONSULTANT'S submittal of the proposal best meeting of REGIONAL SAN and SASD'S needs and providing the best value; and

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

WHEREAS, REGIONAL SAN, SASD 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, SASD 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 and SASD:

Sanitation Districts
10060 Goethe Road
Sacramento, CA 95827
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 and SASD 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 and SASD. 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 and SASD.
- B. CONSULTANT further certifies to REGIONAL SAN and SASD that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. Consultant certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

7. **PERFORMANCE STANDARDS**

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

8. **OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT provided hereunder shall be the exclusive property of REGIONAL SAN and SASD and shall be delivered to REGIONAL SAN and SASD 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 and SASD. REGIONAL SAN and SASD recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT'S services and are not designed for use other than what is intended by this Agreement.

9. **STATUS OF CONSULTANT**

(USE (A) FOR SERVICE PROVIDERS WITH FIVE OR MORE 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 and SASD. REGIONAL SAN and SASD are 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 and SASD harmless from any and all claims, including reasonable attorneys' fees, that may be made against REGIONAL SAN and SASD 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 and SASD 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 and SASD 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 and SASD, neither the CONSULTANT nor

**ATTACHMENT B - RFP NO. 9035
SAMPLE AGREEMENT**

Contract No.

CONSULTANT'S assigned personnel shall have any entitlement as an REGIONAL SAN and SASD employee, right to act on behalf of REGIONAL SAN and SASD in any capacity whatsoever as agent, nor to bind REGIONAL SAN and SASD 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 and SASD to employees of REGIONAL SAN and SASD.

- 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 and SASD as an independent contractor, CONSULTANT hereby agrees to indemnify, defend, and hold REGIONAL SAN and SASD harmless from any and all claims, including reasonable attorneys' fees, that may be made against REGIONAL SAN and SASD 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 and SASD 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 and SASD 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 and SASD, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have:
- (1) Any entitlement as a REGIONAL SAN and SASD employee.

ATTACHMENT B - RFP NO. 9035
SAMPLE AGREEMENT

Contract No.

- (2) Except as otherwise provided by this Agreement, the right to act on behalf of REGIONAL SAN and SASD 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 and SASD to employees of REGIONAL SAN and SASD.
- E. Notwithstanding CONSULTANT'S status as an independent contractor, REGIONAL SAN and SASD 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 and SASD '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 and SASD'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 and SASD 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.
- 10. CONSULTANT IDENTIFICATION**
CONSULTANT shall provide REGIONAL SAN and SASD with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8: CONSULTANT'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONSULTANT.
- 11. BENEFITS WAIVER**
If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from REGIONAL SAN and SASD: 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 SASD and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from REGIONAL SAN and SASD, CONSULTANT hereby agrees to indemnify, defend, and hold REGIONAL SAN and SASD harmless from any and all claims, including reasonable attorneys' fees, that may be made against REGIONAL SAN and SASD for such benefits.

12. CONFLICT OF INTEREST

CONSULTANT and CONSULTANT'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

13. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONSULTANT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to REGIONAL SAN and SASD, CONSULTANT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

14. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONSULTANT agrees and assures REGIONAL SAN and SASD 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 and SASD, 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 and SASD employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

- C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

15. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, Consultant shall indemnify, defend, and hold harmless, SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (individually, 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 Indemnified Party directly attributable to the performance of Consultant, 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 Consultant is legally liable under law.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to Consultant. Consultant shall defend Indemnified Parties with counsel reasonably acceptable to Indemnified Parties. Notwithstanding the foregoing, the Indemnified Parties shall be entitled, on their own behalf, and at the expense of Consultant, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should the Indemnified Parties elect to initially assume control of their defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that Consultant thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

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.

16. INSURANCE

Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that REGIONAL SAN and SASD shall not pay any sum to CONSULTANT under this Agreement unless and until REGIONAL SAN and SASD is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

17. INFORMATION TECHNOLOGY ASSURANCES

CONSULTANT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONSULTANT in the performance of services under this Agreement, other than those owned or provided by REGIONAL SAN and SASD, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to REGIONAL SAN and SASD under this Agreement.

18. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by REGIONAL SAN and SASD in accordance with express provisions in this Agreement.
- B. CONSULTANT shall submit an invoice in accordance with the procedures prescribed by REGIONAL SAN and SASD for services provided in the prior month. Invoices shall be submitted to REGIONAL SAN and SASD no later than the fifteenth (15th) day following the invoice period, and REGIONAL SAN and SASD shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.
- C. REGIONAL SAN and SASD 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 and SASD unless CONSULTANT has obtained prior written REGIONAL SAN and SASD 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 and SASD may withhold payment until such non-compliance has been corrected.

19. SUBCONTRACTS, ASSIGNMENT

A. CONSULTANT shall obtain prior written approval from REGIONAL SAN and SASD 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 and SASD for the performance of any subconsultant whether approved by REGIONAL SAN and SASD or not.

B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of REGIONAL SAN and SASD.

20. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon REGIONAL SAN and SASD unless agreed in writing by the District Engineer and counsel for REGIONAL SAN and SASD.

21. SUCCESSORS

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

22. TIME

Time is of the essence of this Agreement.

23. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

24. DISTRICT ENGINEER

As used in this Agreement, "District Engineer" shall mean the District Engineer of Sacramento Regional County Sanitation District, and Sacramento Area Sewer District, or his designee.

25. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise

terminated in accordance with the Termination provisions herein. REGIONAL SAN and SASD shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

26. TERMINATION

- A. REGIONAL SAN and SASD 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 and SASD 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 and SASD 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 and SASD may proceed with the work in any manner deemed proper by REGIONAL SAN and SASD. If notice of termination for cause is given by REGIONAL SAN and SASD 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 and SASD 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 and SASD 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 and SASD 'S yearly proposed and/or final budget are not appropriated by REGIONAL SAN and SASD 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 and SASD as a result of mid-year budget reductions.
- D. If this Agreement is terminated by REGIONAL SAN and SASD under paragraph (A) or (C) above:
1. CONSULTANT shall cease rendering services pursuant to this Agreement as of the termination date.

ATTACHMENT B - RFP NO. 9035
SAMPLE AGREEMENT

Contract No.

2. CONSULTANT shall deliver to REGIONAL SAN and SASD 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.
27. **REPORTS**
CONSULTANT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by the District Engineer concerning CONSULTANT'S activities as they affect the contract duties and purposes herein. REGIONAL SAN and SASD shall explain procedures for reporting the required information.
28. **AUDITS AND RECORDS**
Upon REGIONAL SAN and SASD'S request, REGIONAL SAN and SASD 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 and SASD 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 and SASD'S request at REGIONAL SAN and SASD'S expense. REGIONAL SAN and SASD shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT'S financial and program records related to this Agreement.
29. **PRIOR AGREEMENTS**
This Agreement constitutes the entire contract between REGIONAL SAN and SASD and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between REGIONAL SAN and SASD and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.
30. **SEVERABILITY**
If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the

invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

31. FORCE MAJEURE

Neither CONSULTANT nor REGIONAL SAN and SASD shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

32. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

33. DUPLICATE COUNTERPARTS

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

34. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

(SIGNATURE PAGE FOLLOWS)

**ATTACHMENT B - RFP NO. 9035
SAMPLE AGREEMENT**

Contract No.

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

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

By: _____
Prabhakar Somavarapu, District Engineer

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY DISTRICT COUNSEL

Prepared by: _____
Katherine E. Manne, Senior Contract Services Officer
Internal Services Department
Sanitation Districts Agency
Phone: (916) 876-6074

EXHIBIT A to Agreement
Between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT,
SACRAMENTO AREA SEWER 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 and SASD'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 and SASD.

2. SCHEDULE

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

3. RESPONSIBILITIES OF REGIONAL SAN and SASD AND CONSULTANT FOR SCOPE

- A. REGIONAL SAN and SASD, 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 and SASD 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 and SASD shall not be deemed to constitute acceptance or waiver by REGIONAL SAN and SASD 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 and SASD or REGIONAL SAN and SASD staff at any meetings of public or private agencies unless an appropriate REGIONAL SAN and SASD 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 and SASD in any capacity whatsoever as agent, nor to bind REGIONAL SAN and SASD to any obligations whatsoever. REGIONAL SAN and SASD 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 and SASD without the prior written consent of REGIONAL SAN and SASD, 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 and SASD 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 and SASD:

NAME: Rich Abreu
PHONE: 916-876-6299
E-MAIL: abreur@sacsewer.com

CONSULTANT:

NAME:
PHONE:
E-MAIL:

EXHIBIT B to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT,
SACRAMENTO AREA SEWER DISTRICT, and TBD

REGIONAL SAN and SASD 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 and SASD 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 and SASD Risk Manager, insurance provisions in these requirements do not provide adequate protection for REGIONAL SAN and SASD and for members of the public, REGIONAL SAN and SASD may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. REGIONAL SAN and SASD'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 and SASD with certificates evidencing coverage required below. Copies of required endorsements must be attached to certificates provided. REGIONAL SAN and SASD 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 SASD 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 and SASD before performance commences. REGIONAL SAN and SASD reserve the right to require that CONSULTANT provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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:	\$2,000,000
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 and SASD.

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. **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, directors, 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.
- 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 professional services provided under this Agreement.

10. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the County of Sacramento, their respective governing boards, officers, directors, officials, employees, 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

**ATTACHMENT B - RFP NO. 9035
SAMPLE AGREEMENT**

Contract No.

REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT, CONSULTANT shall give prompt and timely notice thereof to SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRAMENTO AREA SEWER DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

SAMPLE

EXHIBIT C to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT,
SACRAMENTO AREA SEWER DISTRICT, and TBD

COMPENSATION

1. MAXIMUM PAYMENT TO CONSULTANT

The Maximum Total Payment Amount under this Agreement is: \$ [REDACTED].

2. COMPENSATION COMPONENTS

- A. Time and Expenses: Compensation for services rendered shall be paid on a time and expenses basis at the usual and customary rates for the services actually rendered, as stated in CONSULTANT'S Proposal, attached hereto as Attachment 1 and by this reference incorporated herein, and shall not exceed \$ [REDACTED]. The rates stated in Attachment 1 shall apply for all services provided throughout the term of this Agreement. Total compensation, including fees, expenses, and profit for services rendered by CONSULTANT shall not exceed the Maximum Total Payment Amount under this Agreement listed above.
- B. Special or Optional Services: Compensation in the amount of \$ [REDACTED] for services identified in Exhibit A as special or optional services may only be released upon written authorization by the District Engineer, or duly authorized designee.
- C. Contingency: An additional contingency in the amount of \$ [REDACTED] is hereby established for possible additional services that may be identified during performance of the work covered by this Agreement and which are within the general work parameters of this Agreement. Such contingency may only be released upon written authorization by the District Engineer.
- D. 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 shall submit itemized invoices that detail labor hours and expenses. In order to be reimbursed for travel related expenses, CONSULTANT must submit itemized invoices for airfare, hotel stays, cab or shuttle fees, restaurant fees, and related expenses.
 3. Lodging, Meals, and Travel: Lodging, meals, and travel during this contract period shall be reimbursed as follows:

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SAMPLE AGREEMENT**

Contract No.

- 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/standard-mileage-rates-for-2018-up-from-rates-for-2017>

4. Maximum Allowable Markups:
Maximum allowable markups will be five percent (5%) on subconsultant and other direct costs (ODC).

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 and SASD'S Project Manager. CONSULTANT shall promptly notify REGIONAL SAN and SASD'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 and SASD'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 and SASD'S Project Manager in writing of any work that REGIONAL SAN and SASD 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 and SASD'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:

Sanitation Districts
10060 Goethe Road
Sacramento, CA 95827
ATTN: CONTRACTS PAYMENT DESK

CONSULTANT shall include the following information on all invoices:

1. Contract Number: **TBD**
2. Project Name: Services related to Strengthening Employee Engagement at Regional San and SASD
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 and SASD

REGIONAL SAN and SASD 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 and SASD 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 and SASD, which shall be effective upon receipt.