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Board of Directors

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County of Sacramento

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Mary K. Snyder
District Engineer

Stan R. Dean
Plant Manager

Wendell H. Kido
District Manager

Marcia Maurer
Chief Financial Officer

April 22, 2009

Dear Consultant:

Subject: **Request for Proposal
South River Pump Station Flood Protection Project**

The Sacramento Regional County Sanitation District (SRCSD) is seeking proposals from qualified Consultants to provide engineering design and construction related services for the South River Pump Station Flood Protection Project.

The project will consist of constructing a Federal Emergency Management Agency (FEMA) accredited flood protection system around the South River Sewage Pumping Station in Yolo County to provide protection in a 200-year flood event. In addition, the project will construct new permanent access road for the Pumping Station that will provide continuous access to the facility in the event that flooding occurs.

If you have questions regarding this RFP please contact Scott Mueller at 916-876-6399 or muellers@sacsewer.com.

All proposals are due at the Sacramento Regional County Sanitation District 11030 White Rock Road, Suite 260, Rancho Cordova, CA 95670 **no later than 3:00 PM Pacific Standard Time on May 29, 2009**, attention Scott Mueller.

The District appreciates your forthcoming efforts, and looks forward to reviewing your proposal.

Sincerely,

Scott Mueller
Associate Civil Engineer

Enclosures: RFP
CD with Reference Materials
Distribution list

Jeff Nelson
Parsons Brinckerhoff
3840 Rosin Court, Suite 200
Sacramento, CA 95834

Blake Johnson
HDR Engineers
2365 Iron Point Road, Suite 300
Folsom, CA 95630

Gilbert Cosio
MBK Engineers
2450 Alhambra Boulevard, 2nd Floor
Sacramento, CA 95817

David Ford
David Ford Consulting Engineers, Inc.
2015 J Street, Suite 200
Sacramento, CA 95814

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2151 River Plaza Drive, Suite 170
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URS, Inc
2870 Gateway Oaks Dr, Suite 150
Sacramento, CA 95833

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Rancho Cordova, CA 95670

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2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

Lori Jones
Brown & Caldwell
202 Cousteau Place
Davis, CA 95618

Brad Hall
Northwest Hydraulics Consultants, Inc.
3950 Industrial Boulevard, Suite 100C
West Sacramento, CA 95691

Roberta Smith
Jones & Stokes
2600 V Street
Sacramento, CA 95818

Daniel Breg
Montgomery Watson Harza
3321 Power Inn Rd, Suite 300
Sacramento, CA 95826

Michael Middleton
CDM
2295 Gateway Oaks Dr, Suite 240
Sacramento, CA 95833

Tina Cooper
Wood Rodgers
3301 C St., Building 100-B
Sacramento, CA 95816



Neal Allen

Carollo

2500 Venture Oaks Way, Ste 320

Sacramento, CA 95833



George Harris

Hydroscience Engineers, Inc.

10569 Old Placerville Road

Sacramento, CA 95827

REQUEST FOR PROPOSAL

Engineering Design Services

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT



**SOUTH RIVER PUMP STATION
FLOOD PROTECTION PROJECT**

APRIL 2009



**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
REQUEST FOR PROPOSAL
for ENGINEERING DESIGN SERVICES**

**SOUTH RIVER PUMP STATION FLOOD PROTECTION PROJECT
APRIL 2009**

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION.....	1
II. PROJECT DESCRIPTION	1
III. EXPERIENCE AND PAST PERFORMANCE.....	1
IV. INFORMATION AND MATERIALS PROVIDED TO CONSULTANTS.....	2
V. SCOPE OF SERVICES.....	3
A. Project Management	3
B. Preliminary Design Services.....	4
C. Final Design	6
D. Public Outreach Program.....	7
E. Bid and Award Services.....	8
F. Engineering Services During Construction	8
VI. PROJECT DELIVERABLES	9
VII. DUE DATE AND NUMBER OF PROPOSALS.....	9
VIII. CONSULTANT SELECTION SCHEDULE	10

TABLE OF CONTENTS

(Continued)

	<u>Page</u>
Appendix A Guidelines for Preparing a Proposal for Engineering Services.....	A-1
A.1 Introduction.....	A-1
A.2 Recommended Detail.....	A-1
1. Introductory Letter	A-1
2. Work Plan	A-2
3. Project Team, Qualifications and Capability	A-2
4. Schedule of Work	A-2
5. Location of the Work	A-2
6. Insurance Coverage.....	A-3
7. Level of Effort.....	A-3
8. Employment Practices	A-3
9. Supportive Information.....	A-3
A.3 Solicitation of Subconsultants, Subcontractors, and Other Service Providers and Suppliers	A-3
A.4 Cost Proposal	A-4
A.5 General Information.....	A-4
1. Late Submittal.....	A-4
2. Modification or Withdrawal of Submittal.....	A-4
3. Written Questions	A-5
4. Signature	A-5
5. Property Rights	A-5
6. Confidentiality	A-5
7. Amendments to Request for Proposal.....	A-5
8. Non-Commitment of SRCSD	A-6
9. Execution of Contract	A-6
10. Public Domain	A-6
11. Proprietary Information	A-6
12. Exceptions to Contract Terms and Conditions	A-6
13. Conflict of Interest	A-6
 Appendix B Consultant Evaluation, Selection and Approval Process	
B.1 Proposal Rating Criteria.....	B-1
B.2 Ranking, Selection and Approval Process	B-1
 Appendix C Sample Engineering Service Contract	C-1



**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
REQUEST FOR PROPOSAL
for ENGINEERING DESIGN SERVICES**

**SOUTH RIVER PUMP STATION FLOOD PROTECTION PROJECT
APRIL 2009**

I. INTRODUCTION

The Sacramento Regional County Sanitation District (SRCS D) is undertaking a flood protection project to provide 200-year flood protection for the South River Pump Station.

The South River Pump Station (SRPS) is located at 30030 South River Road, Clarksburg, CA, immediately south of the southern boundary of the City of West Sacramento and approximately 1,500 feet west of the Sacramento River. The SRPS lies in an undeveloped agricultural basin that is surrounded to the east by the Sacramento River Right Bank Levee and to the north and west by the Sacramento Deep Water Channel.

The SRPS is owned, operated, and maintained by SRCS D and services an area that includes residences, businesses, industrial facilities, educational institutions, health care providers and emergency response facilities in the Natomas Area of the City of Sacramento, and the City of West Sacramento.

The SRPS receives flows from Natomas and the City of West Sacramento through one 120-inch gravity sewer and conveys the influent to the Sacramento Regional Wastewater Treatment Plant, located in Elk Grove, CA, through two 66-inch force mains.

This Request for Proposal is for design services to provide 200-year flood protection for the South River Pump Station.

II. PROJECT DESCRIPTION

The project will consist of constructing a Federal Emergency Management Agency (FEMA) accredited flood protection system around the SRPS to provide protection in a 200-year flood event. In addition, the project will construct new permanent access road for the SRPS that will provide continuous access to the facility in the event that flooding occurs.

III. EXPERIENCE AND PAST PERFORMANCE

1. Describe your firm's experience with project development and design of a minimum of three flood protection capital improvement projects similar to the project described in Section II "Project Description" of this RFP, with an estimated construction cost of at least \$20 Million for each project cited. Include brief descriptions of the scopes of main construction features.

2. List three existing or former clients for whom you have provided similar work within the past five years, including names, addresses, contact information, and brief descriptions of the work performed.
3. Describe your firm's experience in preparation of construction contract plans, specifications, and estimates, preferably for public agencies similar to the District and related to flood protection.
4. Describe your firm's knowledge and experience with project management, including budget, scheduling, quality assurance/quality control, permitting, and obtaining flood protection certifications.

IV. INFORMATION AND MATERIALS PROVIDED TO THE CONSULTANTS

A number of preliminary studies, reports, and surveys conducted on behalf of SRCSD are available to assist in the proposal preparation and the design effort. The following information and materials are available.

Reference Material Supplied with this RFP:

1. South River Pump Station Aerial Photos
2. Sacramento Regional County Sanitation District - Flood Risk Evaluation for the South River Pump Station, prepared by HDR, June 2008
3. Sacramento Regional County Sanitation District - South River Pump Station Flood Damage Risk Reduction Feasibility Study, Administrative Draft, prepared by HDR, June 2008
4. Executive Summary, Sacramento Regional County Sanitation District - South River Pump Station Administrative Draft Feasibility Study, prepared by HDR, November 2008
5. Lower North West Interceptor New Natomas and South River Pumping Stations Basis of Design Report, August 2005.
6. Lower North West Interceptor South River Pumping Station Contract No. 3791 Conformed Drawings
7. Final Environmental Impact Report on Local Funding Mechanisms for Comprehensive Flood Control Improvements for the Sacramento Area, (SCH#2006072098), February 2007
8. Site Drainage and Flood Plain Issues Report for Lower Northwest Interceptor (SRCSD) performed by HDR, June 2006
9. Final Engineer's Report, Sacramento Area Flood Control Agency Consolidated Capital Assessment District, prepared by PB, 4/19/07
10. Final Engineers Report, West Sacramento Area Flood Control Agency Assessment District, prepared by PB, 7/16/2007
11. SRCSD Interceptor Design Manual

V. SCOPE OF SERVICES

This Request for Proposal (RFP) is for the engineering design and construction related services to provide flood protection at the South River Pump Station.

The Consultant will be responsible for actively managing the project and for the performance of all preliminary engineering, environmental analysis and documentation, permitting activity, right-of-way documents, final design engineering, and flood protection certification in a timely manner to allow for the acquisition of required right-of-way and solicitation of a contract for the construction of the project by the earliest possible date; this date is to be identified by the Consultant.

The Consultant shall consider all requirements outlined in the Code of Federal Regulations (CFR), Title 44, Volume 1, Chapter I, Section 65.10 for preliminary and final design of this project.

As a minimum, all proposals should include the following tasks: project management; permitting; surveying and mapping; right-of-way engineering; roadway design; street lighting design; landscaping and irrigation design; environmental assessment; PS&E; geotechnical reports; utility coordination, relocation and design; construction cost estimates; and construction support services. Consultants are expected to include any additional work items that they feel are appropriate and/or necessary for the successful completion of this project.

The scope of services will include the following activities:

A. Project Management

1. The Consultant will conduct regularly scheduled progress meetings with the SRCSD design review team throughout the course of design. These meetings are generally held on a bi-weekly basis unless otherwise agreed upon. The Consultant will provide meeting agenda's and minutes for each meeting. In addition, the Consultant will produce and maintain a decision log to record details of decision making on important design issues.
2. The Consultant will submit and maintain a schedule showing engineering service tasks and milestones for deliverables.
3. The Consultant will submit a monthly progress report with their monthly progress payment requests that includes a description of current key activities, a list of tasks for the following month, and an engineering budget bar graph showing cumulative totals and monthly totals broken down by task. Each monthly progress report will include an updated schedule for currently active tasks and subtasks.

4. The Consultant will coordinate and participate in meetings with affected property owners, community interest groups and associations, special levee districts, reclamation districts, utilities, local, state, and federal governmental agencies, including the City of West Sacramento, Yolo County, US Army Corp of Engineers and California State Department of Water Resources. The Consultant will provide meeting agendas and minutes of meetings to meeting attendees.
5. The Consultant shall provide proper flood protection certification and assist SRCSD in applying for FEMA accreditation.
6. The Consultant will coordinate with Yolo County, the City of West Sacramento, and the California Department of Transportation on all issues related to work in and around roads including; encroachment permits, road replacement, construction traffic control, etc.
7. The Consultant will participate in "E-Room", a protected web site hosted by SRCSD for the transfer of project documents between design team members and SRCSD staff. Consultant will be required to transmit all electronic project data to E-Room.
8. The Consultant shall institute and maintain a Quality Assurance/Quality Control (QA/QC) program for the work performed on this project.

DELIVERABLES:

- Monthly progress reports and schedules.

B. Preliminary Design Services

The Consultant shall develop all criteria and analysis necessary to proceed with the final design of the flood protection project including the following items of work:

1. Review flood study data prepared by HDR, Inc.
2. Review available geotechnical data and conduct geotechnical investigations along the anticipated flood protection locations including depth of strata, classification, and all appropriate soils testing necessary for design and construction.
3. Prepare a preliminary geotechnical report that includes recommendations for the best suited levee material, levee heights, rehabilitation of existing levees, slope stability, cutoff wall depths, where appropriate.
4. Assist SRCSD in locating appropriate borrow material for the Flood Protection Project. Determine the best alternative for borrow import, including quantity, location, purchasing, and transport.

5. Assist SRCSD and the Department of Environmental Review and Assessment (DERA) in preparing necessary environmental documentation for the CEQA process; monitor the CEQA process to meet the construction schedule; incorporate mitigation measures into the design documents by the final designers; and assist DERA in certifying the completion of the Mitigation Monitoring and Reporting Program (MMRP). This work will include the preparing of the project description, the Request for Environmental Document Application, and initial studies for DERA in support of the CEQA process.
6. Review available field survey data and establish a vertical and horizontal control for the entire South River Pump Station Site including surrounding areas considered for potential access roads.
7. Conduct field surveys for project design and preparation of construction plans and project illustrations. County survey monuments will be set at locations approved by SRCSD in accordance with County standards.
8. Conduct a search of available utility information and pothole the location of utilities with potential grade and alignment conflicts.
9. Recommend flood protection alternatives, geometrics, material, cutoff wall depths, levee rehabilitation alternatives, and access road alternatives. Include cost estimates and limits of proposed right-of-way.
10. Provide a conceptual approach to construction including soil import alternatives, cutoff wall construction, construction equipment layout, sequence, location and extents of proposed construction easements, etc.
11. Contact all utilities and agencies (County, City, Government, other) having jurisdiction within the project area to determine the permit requirements. A summary of applicable permits can be found in the Administrative Draft Feasibility Study (HDR, June 2008). Submit preliminary plans to these utilities and agencies to solicit comments on the project design. Prepare permit applications, supporting documentation, and submit a complete application package to the SRCSD. Assist the SRCSD in obtaining all necessary permits.

12. Prepare a *Basis of Design Report* generally following the guidelines listed in the SRCSD Interceptor Design Manual, Chapter 3, as applicable. The purpose of the Design Report is to present the preliminary design analysis criteria and recommendations for the final flood protection design. The Design Report will include the following:

- All alignment options reviewed for the flood protection alternatives, the selection process, and the recommended flood protection alignment
- Environmental analysis and mitigation recommendations
- Right-of-way requirements, temporary construction easement recommendations, and approximate staging area dimensions
- Borrow material alternatives
- Utility information, include pothole data
- Structural calculations
- Conceptual traffic control plan
- All other necessary criteria required to proceed with final design
- Preliminary life cycle costs for all alternatives.

Any design changes that occur during final design shall be incorporated into an addendum that will be made part of the final *Basis of Design Report*.

13. Prepare preliminary plan, profiles, and sectional views of the flood protection and access road alternatives.
14. Develop a plan to accommodate all Pump Station disruptions due to construction.

DELIVERABLES:

- Preliminary Geotechnical Report
- Reports specified in MMRP
- *Draft and final Basis of Design Report*

C. Final Design

1. Conduct engineering design: Prepare D size (22-inch by 34-inch) plan & profile, detail, and cross sectional sheets at an appropriate scale to depict the detail of the construction. The plan view of the flood protection alignments shall overlay digital orthophotographs, showing the physical features along the alignment. Formal submittals shall be in both electronic and hard copy forms. Formal submittals shall be made at 60%, 90% and 100% final design completion points.
2. Geotechnical Investigation Report: This report should determine the feasibility to construct this project with respect to the site soil, import soil and geological characteristics. It should also provide recommendations and opinions to support the final project design.

3. Prepare a construction traffic control plan in compliance with the appropriate transportation agency requirements.
4. Prepare project specifications. Review and modify the approved SRCSD General Specifications, Standard Specifications and Standard Form Specifications. Prepare Special Provisions and Technical Specifications (CSI format). Formal submittals shall be in electronic and hard copy formats and made at the 60%, 90%, and 100% final design completion points.
5. Prepare engineer's cost estimate. Formal submittals shall accompany the 60%, 90% and 100% design submittals.
6. Assist the SRCSD in obtaining all necessary permits.
7. Prepare rights-of-way legal descriptions and plat maps showing the metes and bounds descriptions of the required parcels and provide title reports for the affected properties.
8. Assist SRCSD during the acquisition of project right-of-way.
9. Provide contract documents for construction advertisement and bidding purposes.

DELIVERABLES:

- Geotechnical Report
- Structural Design Analysis and Calculations
- Construction Traffic Control Plan
- Engineers Cost Estimate
- Operations and Maintenance Manuals
- Utility and Agency Comments
- Contract Documents
- Right-of-way and easement legal descriptions, plats.

D. Public Outreach

Public outreach during design and construction will be provided by the SRCSD Communications and Media Office (CMO). The Consultant will be responsible for coordinating with CMO staff as necessary to complete tasks associated with public outreach. At a minimum, the consultant shall provide the following services:

1. Attend public outreach meetings related to the design and construction of the project.
2. Assist CMO in creating a database of stakeholders for the project including a mailing list of all local property and business owners, community groups, government agencies, and associations affected by construction activities.

3. Coordinate and provide support services to CMO for public meetings and workshops.

E. Bid and Award Services

1. Answer questions and prepare contract addenda during the bidding period.
2. Participate in the Pre-Bid Conference.
3. Attend the bid opening, compile and review bid tabulation summary
4. Assist SRCSD staff in making a recommendation for contract award.
5. Produce Conformed Contract Documents.

F. Engineering Services during Construction

1. Participate in the Pre-Construction Conference.
2. Review and comment on Contractor's submittals in a timely manner, including expedited reviews for time sensitive submittals.
3. Review Requests for Information (RFI's) and provide response options and recommendations in a timely manner, including expedited reviews for time sensitive RFI's.
4. Make site visits to verify design and attend regularly scheduled progress meetings (assume weekly meetings).
5. Prepare Proposed Contract Modifications (PCM's) for design changes including design calculations, drawings, justification and cost estimates.
6. Review proposed change orders for conformance with design intent and verification of proposed cost.
7. Assist in claims avoidance and dispute resolution.
8. Provide AutoCAD and PDF generated As-Builts from the contractor's red line As-Builts.

VI. PROJECT DELIVERABLES

The following quantities of project deliverables will be included in the scope of engineering services.

1. **Geotechnical Investigation Report:**
 - Preliminary and draft submittals: 5 copies, 1 electronic
 - Final submittals: 10 copies, 1 electronic
2. **Basis of Design Report:**
 - Preliminary and draft submittals: 5 copies, 1 electronic, see item 7
 - Final submittals: 10 copies, 1 electronic, see item 7
3. **Preliminary Design Submittals:**
 - 60 percent submittal: 5 copies, 1 electronic, see item 7
 - 90 percent submittal: 5 copies, 1 electronic, see item 7
 - 100 percent submittal: 5 copies, 1 electronic, see item 7
4. **Contract Documents:**
 - Construction bidding 50 copies
 - Record drawings 2 copies, 1 electronic, see item 7
5. **Conformed Contract Documents:**
 - Full size sets 10 copies, 1 electronic, see item 7
 - Half-size sets 30 copies
6. **Engineer's Estimate:**
 - 60 percent submittal: 5 copies
 - 90 percent submittal: 5 copies
 - 100 percent submittal: 5 copies
7. **Electronic Project Files:**
 - Each file 1 creation software file
 - Each file 1 indexed and searchable .pdf file

VII. DUE DATE AND NUMBER OF PROPOSALS

Five copies of the proposal are due at the Sacramento Regional County Sanitation District Office, 11030 White Rock Road Suite #260, Rancho Cordova, CA 95670 no later than **3:00 p.m. Pacific Standard Time on May 29, 2009.** The proposals are to be addressed to Scott Mueller.

VIII. CONSULTANT SELECTION SCHEDULE

The following table contains the anticipated dates of activities involved with the consultant selection:

CONSULTANT SELECTION SCHEDULE

Milestone	Date
Issue RFP	April 24, 2009
Proposal Due Date	May 29, 2009
Consultant Selection (staff recommendation)	June 19, 2009
Board Approval of Consultant Selection and Contract Agreement	August 12, 2009

APPENDIX A

GUIDELINES FOR PREPARING A PROPOSAL FOR ENGINEERING SERVICES



**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
REQUEST FOR PROPOSAL
for ENGINEERING DESIGN SERVICES**

**SOUTH RIVER PUMP STATION FLOOD PROTECTION PROJECT
APRIL 2009**

APPENDIX A

GUIDELINES FOR PREPARING A PROPOSAL FOR ENGINEERING SERVICES

A.1 Introduction

These guidelines are provided to assist Consultants in the preparation of engineering services proposals (Proposal) for the SRCSD. The purpose of these guidelines is to help assure consistency in format and content of the proposals. The intent of this process is to reduce the time required for the Consultant to prepare a proposal and to simplify the review process.

Five (5) copies of the proposal shall be submitted in response to this Request for Proposal (RFP) by the due date and time stated in this RFP. The body of the Proposal shall not exceed 30 pages in length, and should contain the following information in the order listed:

1. Introductory Letter
2. Work Plan
3. Project Team, Qualifications and Capability
4. Schedule of Work
5. Location of the Work
6. Insurance Coverage
7. Level of Effort
8. Employment Practices
9. Supportive Information

A.2 Recommended Detail

1. Introductory Letter

The introductory letter should be addressed to:

Sacramento Regional County Sanitation District
11030 White Rock Road
Suite #260
Rancho Cordova, CA 95670
Attention: Scott Mueller

The firm submitting the Proposal shall give its name, mailing address, telephone number, FAX number and the name of an individual to contact if further information is desired. This letter should contain a statement of the Consultant's basic understanding of the project. This should be based on existing information available in the Request for Proposal, from a site visit, and from applicable regulations or requirements. This letter should also contain an expression of the Consultant's interest in the work, a statement regarding the qualifications of the Consultant to do the work, and any summary information on the project team or the Consultant that may be useful or informative to the County and the SRCSD.

2. Work Plan

The work plan should describe in a specific and straightforward manner the proposed approach to achieving the objectives and tasks described in this Request for Proposal. It should be concise, yet include sufficient detail to completely describe the planned approach. Innovative and/or alternative approaches to meet project goals should be clearly described, including graphics where appropriate. The plan should detail the prosecution of the work including the submission of plans, documents, reports, etc. in a timely manner so as to meet the project completion schedule. The work plan should also identify controlling tasks that affect the project schedule.

3. Project Team, Qualifications and Capability

Identify the key individuals, including subconsultants who are proposed to be part of the team along with their qualifications, experience as related to the project, and their level of responsibility for the project output. The Proposal should contain a listing of current work commitments to other projects or activities in sufficient detail to indicate that the organization, and all of the individuals assigned to the proposed project, will be able to meet the schedule outlined in the Proposal. The Consultant shall clearly identify task specific teams where appropriate and identify previous projects where the team has worked effectively together. Any change in key personnel after the award of a project must be approved before the change is made.

4. Schedule of Work

The prospective Consultant shall prepare a comprehensive schedule to reflect the time, in terms of calendar days required to complete each of the tasks listed in the Scope of Services. A schedule should be provided showing each task, when that task will begin, the task duration, and links to interdependent tasks. The schedule shall clearly differentiate between those functions carried out by the Consultant, Subconsultant, the SRCSD and other interested parties.

5. Location of the Work

Identify the location(s) of the offices where the Consultant and any subconsultants

will accomplish the work. If the Consultant's headquarters is not in Sacramento, provide evidence of the length of time the firm has maintained an office in the Sacramento area.

6. Insurance Coverage

The prospective Consultant shall provide a summary of the firm's present and proposed insurance coverage for Comprehensive General Liability Insurance, Professional Errors and Omissions Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and Employee Liability Insurance. For additional information regarding insurance requirements, see Sample Engineering Service Contract attached as Appendix C.

7. Level of Effort

A table showing the proposed total level of effort required for completion of each task identified in the Scope of Services shall be included. The table shall, to the extent feasible, show the various classes of employees to be utilized, and number of hours applied to each of the services provided. Tasks which will be performed by subconsultants should be clearly identified with the number of hours applied.

8. Employment Practices

The prospective Consultant shall provide a brief summary/outline of the composition of the firm's workforce. The summary should identify both professional and support staff and indicate gender and race. The prospective Consultant shall provide a summary of the firm's employment and promotion policies and procedures, including any equal employment opportunity and affirmative action policies.

9. Supportive Information

Supportive information, such as resumes, detailed work plan, relevant past projects, etc., may be included as a part of the appendices and not be included as part of the body of the Proposal.

A.3 Solicitation of Subconsultants, Subcontractors and Other Service Providers and Suppliers

If the prime Consultant intends to solicit subproposals and/or quotes for certain tasks on this project from qualified subconsultants, subcontractors, other service providers and suppliers, the prime Consultant must not discriminate in the solicitation process and is encouraged to include qualified minority and women-owned firms in such solicitation opportunities.

Substitution of any subconsultants, subcontractors, other service providers and suppliers identified in the agreement shall not be made without the written consent of the District.

A.4 Cost Proposal

The design contract shall be developed on a Time and Expenses (T&E) basis and shall be between the Consultant and the Sacramento Regional County Sanitation District. A "not-to-exceed" amount will be contained in the contract.

A sealed T&E proposal shall be submitted with the engineering services proposal. The T&E proposal shall remain sealed until the engineering service proposals are evaluated and a preliminary consultant selection made. The cost proposal shall be prepared for the activities listed in the Scope of Services and should be an extension of the level of effort table provided in the Engineering Services Proposal.

The Consultant shall commit to a not-to-exceed amount. SRCSD will then typically add a contingency of ten percent of the not-to-exceed amount when drawing up the final contract.

The Consultant should not include the contingency item in their cost proposal. Release of any portion of the contingency funds for use by the Consultant requires prior written approval of the SRCSD and shall only be considered only for extended work from the original scope of services agreed to in the Consultant contract.

It is the intent of the SRCSD staff to obtain the authority from the SRCSD Board of Directors to execute a contract with the firm selected for engineering services within (30) days from firm selection.

A.5 General Information

1. Late Submittal

A Proposal is late if received at any time after the due date and time stated in this RFP. Proposals received after the specified time will not be considered and will be returned to the proposing firm.

2. Modification or Withdrawal of Submittal

Any Proposal may be withdrawn or modified by written request of the proposing firm prior to the due date and time of the Proposal.

3. Written Questions

Written questions should include the individual's name, the name and address of the firm, and must reference this RFP. Questions should be mailed to the following address:

Sacramento Regional County Sanitation District
11030 White Rock Road
Suite #260
Rancho Cordova, CA 95670
Attention: Scott Mueller
Telephone No. (916) 876-6399
Email: muellers@sacsewer.com

4. Signature

The Proposal shall be transmitted with the introductory letter that must be signed by an official authorized to bind the prospective Consultant contractually and contain a statement that the Proposal is a firm offer for a 90-day period. An unsigned Proposal, or one signed by an individual not authorized to bind the prospective Consultant, will be rejected.

5. Property Rights

A Proposal received within the prescribed deadline will become the property of the SRCSD and Sacramento County and all rights to the contents therein become those of the SRCSD and Sacramento County.

6. Confidentiality

Prior to award of the contract, a Proposal will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of a Proposal, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the Proposal confidential will be regarded as noneffective and will be disregarded.

7. Amendments to Request for Proposal

The SRCSD reserves the right to amend the RFP by addendum prior to the final Proposal due date.

8. Non-Commitment of SRCSD

This RFP does not commit the SRCSD to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to contract for services. The SRCSD reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the SRCSD to do so.

9. Execution of Contract

The prospective Consultant is advised that should this Proposal result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Consultant and the SRCSD.

10. Public Domain

All products used or developed in the execution of any contract resulting from this Proposal will remain in the public domain at the completion of the contract.

11. Proprietary Information

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

12. Exceptions to Contract Terms and Conditions

A list of any exceptions to contract terms and conditions which the Bidder will seek from the standard DISTRICT contract language must be included in the proposal.

13. Conflict of Interest

A statement to the effect that the Bidder 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. (form attached)

Sacramento Regional County Sanitation District
CONFLICT OF INTEREST AND NON-COLLUSION AFFIDAVIT

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.

Name

Date

Title

Business Name

APPENDIX B

CONSULTANT EVALUATION, SELECTION AND APPROVAL PROCESS



**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
REQUEST FOR PROPOSAL
for ENGINEERING DESIGN SERVICES**

**SOUTH RIVER PUMP STATION FLOOD PROTECTION PROJECT
APRIL 2009**

APPENDIX B

CONSULTANT EVALUATION, SELECTION AND APPROVAL PROCESS

B.1 Proposal Rating Criteria

A selection committee consisting of at least three engineers from the Sacramento Regional County Sanitation District (District) will rate the proposals received. The criteria for evaluating the written proposals are described below.

Criteria	Point Value
Responsiveness to Items in RFP	20
Project approach	50
Capability and availability of staff assigned to complete the scope of work.	30
Total	100

B.2 Ranking, Selection and Approval Process

Following the rating process, the Consultant will be ranked by their scores. If the selection committee identifies a clear choice through the rating and ranking process, initial discussions will be conducted between staff and the selected Consultant to clarify the scope of services, staffing schedules, level of effort and contract costs. If the rating and ranking process does not produce a clear choice, the selection committee may, at its discretion, choose to conduct oral interviews to assist in final selection.

Contract negotiations will follow the Consultant ranking and selection. If staff is unable to negotiate a suitable contract with the selected Consultant, negotiations may be initiated with the second ranked Consultant.

Upon successful contract negotiation, District staff will schedule an item to be heard by the District Board of Directors requesting authority for the Board Chair to execute an engineering services agreement with the selected firm and approval of a total price ceiling for the contract.

APPENDIX C

SAMPLE ENGINEERING SERVICE CONTRACT

**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
AGREEMENT FOR
SOUTH RIVER PUMP STATION FLOOD PROTECTION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2009, by and between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a sanitation district organized under the laws of the State of California, hereinafter referred to as "DISTRICT," and name of contracting party and nature of entity, hereinafter referred to as "CONSULTANT".

RECITALS

Insert appropriate authority for District Engineer approved agreements.

WHEREAS, DISTRICT has determined that it is necessary to retain CONSULTANT to provide reason for contracting; and

WHEREAS, CONSULTANT has proposed to provide the requested services for the compensation to be provided herein (or other reason); and

Insert appropriate selection process, grant language, etc;

WHEREAS, DISTRICT is not subject to the requirements of Sacramento County Charter Section 71-J; and

WHEREAS, DISTRICT 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, DISTRICT 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 DATE.

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 DISTRICT

Sacramento Regional Wastewater
Treatment Plant
8521 Laguna Station Road
Elk Grove, CA 95758

TO CONSULTANT:

Name
Address
ATTN:

ATTN: Contracts Payment Desk

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 DISTRICT 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 DISTRICT. 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 DISTRICT.

B. CONSULTANT further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Consultant certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

7. **PREVAILING WAGES**

CONSULTANT shall comply with the provisions of the California Labor Code, specifically, but not limited to, Chapter 1, commencing at Section 1720, of Part 7 of Division 2 (payment of prevailing wages). The prevailing rates for per diem wages shall be those rates determined by the Director of the California Department of Industrial Relations.

8. PERFORMANCE STANDARDS

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

9. OWNERSHIP OF WORK PRODUCT

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

10. STATUS OF CONSULTANT

- A. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent contractor, CONSULTANT hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT 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 DISTRICT 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 the DISTRICT 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 DISTRICT, neither the CONSULTANT nor

CONSULTANT'S assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT 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 the DISTRICT to employees of the DISTRICT.

- 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.

OPTION USE (3) IN ADDITION TO (1) FOR OUT-OF-STATE SERVICE PROVIDERS.

- F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that DISTRICT 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.

11. CONSULTANT IDENTIFICATION

CONSULTANT shall provide the DISTRICT with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8: CONSULTANT'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONSULTANT.

12. BENEFITS WAIVER

If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from DISTRICT: 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 DISTRICT and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from DISTRICT, CONSULTANT agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONSULTANT agrees and assures DISTRICT 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 DISTRICT, 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 DISTRICT 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. 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 DISTRICT, 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.

16. INDEMNIFICATION

For work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, and the COUNTY OF SACRAMENTO, their respective Board of Directors/Supervisors, officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, but only to the extent of the negligent acts, errors, omissions, recklessness or willful misconduct on the part of the CONSULTANT or the CONSULTANT'S subconsultants or subcontractors.

17. INSURANCE

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

18. INFORMATION TECHNOLOGY ASSURANCES

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

19. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

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

20. SUBCONTRACTS, ASSIGNMENT

- A. CONSULTANT shall obtain prior written approval from DISTRICT 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 DISTRICT for the performance of any subconsultant whether approved by DISTRICT or not.
- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of DISTRICT.

21. AMENDMENT AND WAIVER

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

22. SUCCESSORS

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

23. TIME

Time is of the essence of this Agreement.

24. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or

interpreted more favorably for one party on the basis that the other party prepared it.

25. DISTRICT ENGINEER

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

26. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. DISTRICT shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

27. TERMINATION

- A. DISTRICT 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 DISTRICT 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. DISTRICT 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, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT 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. **DISTRICT 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 for any portion thereof; 2) if funds in DISTRICT'S yearly proposed and final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.

D. If this Agreement is terminated by DISTRICT 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 DISTRICT copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostatting, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
3. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONSULTANT can legally cancel.

E. If this Agreement is terminated under paragraphs (A) or (C), above, CONSULTANT shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.

F. *The District Engineer has authority to terminate this Agreement under paragraphs (A), (B) and (C), above.*

28. REPORTS

CONSULTANT shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by the District Engineer concerning CONSULTANT'S activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.

29. AUDITS AND RECORDS

Upon DISTRICT'S request, DISTRICT 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 DISTRICT 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 available for copying upon DISTRICT'S request at DISTRICT'S expense. DISTRICT shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT's financial and program records related to this Agreement.

30. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between DISTRICT and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

31. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

32. FORCE MAJEURE

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

33. SURVIVAL OF TERMS

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

34. DUPLICATE COUNTERPARTS

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

35. AUTHORITY TO EXECUTE

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

(SIGNATURE PAGE FOLLOWS.)

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

**SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT**, a sanitation
district organized under the laws of the
State of California

**Name of CONSULTANT and type of
business**

By: _____
Mary K. Snyder, District Engineer

By: _____

(printed name)

(title)
Date: _____

Date: _____

Delete if not Board approved
Agreement Approved by the Board of
Directors with Authority Delegated to the
District Engineer to execute the Agreement
on behalf of District.

Agenda Date: _____

Item Number: _____

Resolution No.: _____

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY COUNTY COUNSEL

OR

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____
John H. Dodds
Supervising Deputy County Counsel

Date: _____

Prepared by: _____
Therese A. Prowse, Administrative Services Officer II
Contract Services Section / Accounting & Fiscal Services
Department of Agency Administration
Phone: (916) 876-6283

P:\GEN CMS CONTRACT DESK\Contract Services (CSS)\TEMPLATES\Agreement Templates\CSD1-SRCSD-Agreement
Template rev 20071229.doc

EXHIBIT A to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and

SCOPE OF SERVICES

1. SERVICE LOCATION(S) *keep/delete as appropriate*

Facility Name(s): FACILITY
Street Address: STREET
City and Zip Code: CITY

2. REQUEST FOR PROPOSAL AND CONSULTANT'S PROPOSAL

use appropriate option and revise accordingly

A. The scope of services to be provided by this Agreement are those services set forth in CONSULTANT'S **Proposal** dated _____ attached hereto as Attachment 1 and incorporated herein by this reference. In the event of any conflict, inconsistency or ambiguity between this Agreement and the Proposal, this Agreement shall govern. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.

OR

A. The scope of services to be provided by this Agreement are those services identified in DISTRICT'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 DISTRICT.

ON-CALL SERVICES

The scope of services to be provided by this Agreement are those types of services set forth in CONSULTANT'S _____ **Proposal** attached hereto as Attachment 1 and by this reference incorporated herein. Services shall be provided by CONSULTANT on an "on-call" basis: when requested by DISTRICT'S Project Manager, CONSULTANT shall provide project-specific proposals and shall commence the proposed services only upon

written authorization of DISTRICT'S project manager. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.

3. SCHEDULE

CONSULTANT shall complete the services in an expeditious manner and transmit all applicable materials to the DISTRICT as stated in the [REDACTED] or as mutually adjusted with DISTRICT'S Project Manager.

or

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

4. RESPONSIBILITIES OF DISTRICT AND CONSULTANT FOR SCOPE

- A. DISTRICT, 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. DISTRICT 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 the DISTRICT shall not be deemed to constitute acceptance or waiver by the DISTRICT of any error or omission as to such work. CONSULTANT shall coordinate the activities of any subconsultants and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

5. AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK

CONSULTANT is retained to provide and perform the scope of services covered by this Agreement. CONSULTANT, including CONSULTANT'S assigned personnel, shall have no authority to represent DISTRICT or DISTRICT staff at any meetings of public or private agencies unless an appropriate DISTRICT 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 DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

6. **PUBLICATION OF DOCUMENTS AND DATA**

CONSULTANT shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the DISTRICT without the prior written consent of DISTRICT, 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 the DISTRICT or CONSULTANT.

7. **PROJECT PERSONNEL**

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

DISTRICT:	NAME
	PHONE
	FAX
	E-MAIL
CONSULTANT:	NAME
	PHONE
	FAX
	E-MAIL

EXHIBIT B to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and

DISTRICT 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. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'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 DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to certificates provided.** DISTRICT 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 DISTRICT and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by DISTRICT before performance commences. DISTRICT reserves the right to require that CONSULTANT provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. 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:	\$ 3,000,000
Products Comp/Op Aggregate:	\$ 3,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$ 3,000,000
Fire Damage:	\$ 100,000

CONSULTANT shall have its general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project) or equivalent.

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: \$3,000,000 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 DISTRICT.

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**. 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 DISTRICT and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONSULTANT shall maintain all insurance coverages in place at all times and provide DISTRICT with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to DISTRICT. For non-payment of premium 10 days prior written notice of cancellation is required.

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 and their officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to DISTRICTS and the COUNTY OF SACRAMENTO and their officers, directors, officials, employees, or volunteers.
- b. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity

coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

- c. PRIMARY INSURANCE: For any claims related to this agreement, CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects DISTRICTS and the COUNTY OF SACRAMENTO and their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by DISTRICTS and the County of Sacramento and their officers, directors, officials, employees, or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- d. SEVERABILITY OF INTEREST: CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. SUBCONTRACTORS: CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANT'S subcontractor.

9. Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

10. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the COUNTY OF SACRAMENTO and their officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONSULTANT. Should CONSULTANT be self-insured for workers' compensation, CONSULTANT hereby agrees to waive its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the COUNTY OF SACRAMENTO and their officers, directors, officials, employees, agents or volunteers.

11. Notification of Claim

If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, CONSULTANT shall give prompt and timely notice thereof to 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**

COMPENSATION

1. MAXIMUM PAYMENT TO CONSULTANT

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

Compensation Summary	
INSERT APPROPRIATE INFORMATION	
Total	

2. COMPENSATION COMPONENTS

use appropriate options

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 DISTRICT'S Project Manager. CONSULTANT shall promptly notify DISTRICT'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. DISTRICT'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 the DISTRICT'S Project Manager in writing of any work that the DISTRICT 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 DISTRICT'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 [REDACTED]
2. Project Name [REDACTED]
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 DISTRICT.

DISTRICT 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, DISTRICT shall address and submit payments to CONSULTANT at the following address:

TO CONSULTANT:

CONSULTANT'S Name
Address

CONSULTANT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to DISTRICT, which shall be effective upon receipt.