Request for Proposal

To Provide

CONSTRUCTION MANAGEMENT SERVICES FOR THE ECHOWATER PROJECT PROCUREMENT 2

April 20, 2015

I. PREAMBLE

The Sacramento Regional County Sanitation District (Regional San) is seeking proposals for Construction Management Services for a portion of the EchoWater Project (Program) at the Sacramento Regional Wastewater Treatment Plant (SRWTP). This Request for Proposal (RFP) includes the information needed for proposal preparation and includes various attachments associated with proposal preparation and contractual requirements, including a District sample Agreement. This RFP and all attachments are also posted on Regional San's website (http://www.regionalsan.com/business-opportunities). One (1) Consultant will be selected from the submitted proposals to provide Construction Management (CM) services for the projects in this procurement group. The Consultant will be selected based on their ability to provide support on both projects and their ability to supplement project staff on other projects where and as needed.

The Consultant agreement will include a cost ceiling for the combined projects, but will be implemented on a time-and-materials basis.

II. SUBMITTAL INSTRUCTIONS

Please submit eight (8) hard copies and one PDF on CD as follows:

Due Date:	**May 29, 2015 by 3:00 p.m.**
Deliver to:	EchoWater Project SRWTP Administration Building 8521 Laguna Station Road Elk Grove, CA 95758 Attn: Vick Kyotani, Deputy Director of Operations

III. PROGRAM BACKGROUND

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

The Central Valley Regional Water Quality Control Board adopted new waste discharge requirements for the SRWTP on December 9, 2010. These new discharge requirements are included in Order No. R5-2010-0114, National Pollutant Discharge Elimination System (NPDES) Permit No. CA0077682 (as amended by Order R5-2011-0083 in

December 2011 and State Water Resources Control Board Order WQ 2012-0013 in December 2012). While the new permit does not increase permitted treatment capacity, it incorporates stricter discharge requirements that the existing processes are not capable of meeting.

The facilities required to meet the new permit requirements are collectively called the EchoWater Project. Regional San created a Program Management Office (PMO) comprised of Regional San and program management consultant staff to plan, organize, and manage the EchoWater Project to comply with the new NPDES permit requirements.

IV. DESCRIPTION OF WORK

Services related to this RFP will include construction management/administration, construction inspection, offsite source and equipment testing, material testing, progress monitoring, documentation control, change order analysis and negotiations, schedule analysis support, contract enforcement, and other related activities. The selected firm will work under the oversight of the Program Management Office.

V. SCOPE OF SERVICES

The Construction Management Firm (Consultant) shall provide skilled technical and professional personnel to provide construction administration and inspection services for all of the projects listed in the following table and as augmentation staff on an as-needed basis for services identified in this RFP.

EchoWater Project Components		
Projects	**Estimated Construction Cost ($ millions)**	**Estimated Start of Construction**
Procurement 2		
Biological Nutrient Removal& PS	436	Apr 2016
Tertiary Treatment Facilities	372	June 2018

Refer to Regional San's website, http://www.regionalsan.com/business-opportunities-archive section for detailed project information, such as Preliminary Design Reports (if available) and the Basis of Design Reports (BODRs) which were included with the RFP for Design Services for the projects listed above.

Attachment A contains descriptions and required qualifications of the Consultant personnel anticipated to manage the above projects.

Attachment B contains a more detailed project schedule for the EchoWater Program

A. General

1. Construction Management Plan: The Consultant shall prepare a construction management plan including, at a minimum, an organization chart of the overall CM project team, a description of the duties and responsibilities of the construction management staff, claims avoidance strategy, and an anticipated level of effort. Regional San staff has developed a Project Management Information System utilizing PMWeb. This system provides all the processes and workflows typically associated with the management of a construction project. Consultants should not anticipate the use of or development of any other systems for the management of a given project. A Construction Management Procedures Manual will be provided to and used by all Consultants.

2. Mobilize/Field Office Setup: The Consultant shall be responsible for mobilizing all necessary staff to and from the project site. The Consultant shall prepare, equip and stock the field office with any additional office equipment not covered in the construction contract documents and required for completion of the work. Consultants will be compensated for additional equipment as a direct cost plus ODC mark up. Office computers, networking hardware and maintenance services of computer and related equipment will be provided by Regional San**.** All software required to be utilized on Regional San furnished computers will be purchased, installed and maintained by Regional San. Other office equipment is provided through the construction contract as shown in the project special provisions or specifications. The Consultant is also responsible for providing cellular phones, digital cameras (including memory modules), as well as any other tools required for its personnel for the duration of the construction project including other consumable supplies. It is anticipated that access to project records via field devices such as notebook computers will be required and these devices should be included in the hourly rate multiplier. Vehicle use, if required, will be compensated on a mileage basis for authorized site and offsite usage. No mileage will be paid for commuting to and from home or home office.

3. Safety Equipment: The Consultant shall be responsible for providing all necessary personal protective equipment (PPE) including hard hats, boots, lights, and other safety equipment to its CM team. Compensation for this equipment is included in the hourly rate multiplier unless otherwise approved by Regional San.

4. Safety Training: The Consultant shall provide all necessary safety training required by its firm for its employees, visitors, and Regional San and PMO staff. The Owner Controlled Insurance Program (OCIP) will provide supplemental training specific to working on the Program.

5. Weekly Progress Meetings: Appropriate Consultant staff shall attend weekly progress meetings between the Contractor, PMO staff, and the CM team throughout the construction projects. The Consultant shall prepare agendas and minutes/status reports via PMWeb for all weekly and other project-related meetings.

B. Typical Construction Inspection Activities

1. Inspection Plan: The Consultant shall prepare and submit for approval, an inspection plan containing an outline of all of the inspections that need to be made, a checklist of items to include, and the type of tests that are required (including frequency). The inspection plan should also include: detailed inspection procedures; an outline of acceptance and rejection procedures; a list of all of the tests that are needed, and how often they need to be performed; designation of responsibility for calling laboratories or performing tests; designation of who will prepare samples; and timing of inspections with the scheduled work.

2. Inspection: This task will include full time inspection of construction activities and includes monitoring all construction work, preparing daily inspection reports utilizing the project management information system (PMWeb) and recording field events to ensure, to the extent possible, projects are constructed in accordance with plans and specifications. This task also includes monitoring the contractor's compliance with all safety and environmental requirements. Finally, change order work performed on a force account basis shall be tracked and recorded on a daily basis.

3. Materials Testing: This task includes Quality Assurance of permanent materials used for construction to confirm that the materials meet project specifications. Tasks may include, but are not limited to, the inspection and testing of PVC lining, concrete, cellular concrete grout, soils, backfill materials, compaction, asphalt, pipe fabrication, pipe joints, reinforcing steel, welding, etc. This task includes collection of documentation such as certificates of compliance, mill certifications, etc. as delineated in the contract documents. Regional San will operate, staff, and maintain an onsite National Institute for Certification in Engineering Technologies (NICET) certified materials testing laboratory for the testing of concrete, soils and asphalt. The Consultant may be requested to augment this staff utilizing Regional San's lab facilities during peak construction.

4. Specialty Inspection: Specialty inspection may be required as determined by the scope of the individual projects. These inspections include but are not limited to structural welding, welding of reinforcing bars, inspection of bolted connections, and inspection of epoxy anchors.

C. Document Control

Consultants will be required to use the Program's document control platform, PMWeb, for all formal communication on the project. The PMO will provide training and all licenses necessary during the course of the agreement for use of PMWeb.

D. Typical Construction Contract Administration

1. Process Contractor Submittals: This task includes reviewing and applying the document control established in Part C, above, to Contractor submittals, work

plans, schedules, safety plans, traffic control plans, etc., processing of each submittal and providing responses to the Contractor.

2. Process Requests for Information (RFIs): This task includes reviewing and applying the document control established in Part C, above, to Contractor generated RFIs, determining the adequacy of each RFI, and providing responses to the Contractor.

3. Field Instruction (FIs): This task includes all work associated with the preparation, issuance, and document control of FIs issued to the Contractor.

4. Schedule Review: PMO schedulers will monitor the progress of the Contractor as it relates to his monthly published schedule and determining if the Contractor is meeting his said schedule. Contractor schedules will be required to be submitted in Primavera P6. The PMO will incorporate individual project schedules into the overall Program schedule. However, supplemental staff may be requested from the Consultant to assist the PMO Scheduler as a staff augmentation task during peak construction.

5. Progress Payments: This task includes the review of monthly progress payment requests, preparation of recommendation for payment, and/or identification of discrepancies for Regional San's consideration.

6. Conflict Resolution/Contract Change Orders (CCO): It is imperative that the Consultant works closely with PMO staff to determine if a particular occurrence or condition constitutes a Contract Change Order. Appropriate personnel from the Consultant will be expected to participate on a negotiation team to address conflicts as they arise. This task includes all work associated with the preparation of CCOs for the construction of the project. Included in this task are the drafting, review, and assessment of impacts to project schedule and cost of each CCO. The Program Management Office will provide cost estimating services for all projects. Also included is the preparation of supporting documents necessary for approval of the CCO by the appropriate entities.

7. Project Close-Out: This task includes the preparation and document control of all documents associated with project close-out, including: punch lists, beneficial occupancy, substantial completion, field acceptance, record drawings, etc.

8. Labor Compliance Monitoring: Regional San will provide staff to review Certified Payroll Reports from the contractors and conduct employee interviews. The consultant inspection staff may be required to provide detailed inspection reports documenting employee names, classifications and labor hours on a periodic basis.

VI. ORGANIZATION AND CONTENT OF THE PROPOSAL

Table V-1 lists the contents of the Proposal by section. Sections 2 through 5 of the Proposal shall not exceed ***22 pages*** in length and the cover letter shall not exceed ***two pages***. Up to seven (7) 11" x 17" pages within Sections 2 through 5 will be counted as single pages when used to display figures and tables that do not fit on a standard page; additional 11" x 17" pages will be counted as two pages each. Other sections have no page limitations and must be limited to the contents listed. Prepare proposal using 12 point Times New Roman font, line spacing no less than 1.0, and no character spacing condensing.

The Consultant agreement will be based upon the needs of Regional San, and as such, some of the personnel proposed by the Consultant may not be used.

Table V-1 Proposal Contents

Section	Contents
Cover Letter	Transmittal
1	Identification of Proposer
2	Project Overview
3	Project Approach
4	Staff Qualifications
5	Related Project Experience
6	Conflicts of Interest
7	Proprietary Information
8	Indemnification
9	Insurance
10	Employment Practices
11	Fee Estimate[a]
12	Exceptions to Contract Terms and Conditions
13	Resumes of Key Staff
14	Additional Information

[a] Fee estimate shall be provided in a separate sealed envelope.

SECTION 1 – IDENTIFICATION OF PROPOSER

The Proposal shall include the names, offices, addresses, and phone numbers of key staff that are proposed to be involved in each of the projects. Please provide a brief history of the Consultant's business, organization and depth of resources.

SECTION 2 – PROJECT OVERVIEW

The Proposal shall include a description of the Consultant's understanding of the projects including the Project's purpose, main issues with construction, and interrelationship with other projects. The Proposal shall include a statement acknowledging the scope of work.

SECTION 3 – PROJECT APPROACH

Provide a detailed description of proposed approach to managing the two construction projects. Include a proposed organizational structure for each project and a detailed level of effort (man hours) estimate for each project by position type. If a position is to be shared between projects, so indicate. The description shall include details to implement the tasks described in the scope of services and any recommended revisions or additions to the list of tasks. The Consultant is encouraged to provide comments and enhancements to the scope provided in the RFP. Consultant shall highlight any approaches that will promote successful collaboration and coordination with the Contractor, PMO and Regional San, claims avoidance techniques, schedule management strategies and tools used to promote the Project's success.

SECTION 4 - STAFF QUALIFICATIONS

The Proposal shall include a biography of key proposed individuals. Special emphasis shall be provided on the individual's background, qualifications, certifications, and experience on related and/or similar projects. At least three client references, including name, description of past working relationship, and current contact information, shall be listed for each proposed key individual identified in the organizational chart. Firm affiliation, and pertinent licenses and certifications shall be designated for each individual. Full resumes, sorted first by firm, then by last name, shall be included as an appendix to the Proposal.

For staff not identified as key individuals but proposed to be assigned to one or more of the projects, provide a list of the personnel proposed for each type of inspection with a history of employment and related experience. For these same personnel, provide a list of all relevant certificates that are held and current. Describe in appropriate detail the training, qualifications and experience of the proposed personnel in providing construction inspection and management services.

A list of trained personnel qualified and certified to enter and perform inspections in confined spaces similar to those that would be encountered in the identified projects shall be included. Include dates of training and related certifications for each individual.

Subconsultants/Subcontractors (Subcontractor). A list of all subcontractors the Proposer will retain to perform the work associated with this RFP, and the scope of each subcontractor's services.

Note: Substitution of any subconsultants, subcontractors, other service providers and suppliers identified in the proposal upon which the agreement is based shall not be made without the written consent of Regional San.

SECTION 5 – RELATED PROJECT EXPERIENCE

The Consultant shall demonstrate that they have relevant experience for projects completed within the last 15 years that are similar in nature and size to the Procurement 2

projects. Include project names, dates, descriptions, project locations, the dollar amount of the original consultant agreement for CM services, the final cost of CM services, the construction contract bid amount, the final cost of construction, the initial and final construction schedules, and client reference including phone number. For each project, indicate proposed team members that worked on the project and describe the role/work they performed, their qualifications, expertise, and areas of specialization.

SECTION 6 – CONFLICTS 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. If a firm has no conflicts of interest, a statement to that effect shall be included in the Proposal.

SECTION 7 – PROPRIETARY INFORMATION

Any information submitted in a proposal to this RFP which the proposer considers proprietary must be identified as such and must include the legal basis for a claim of confidentiality. Regional San will not assert the confidentiality of such information unless the bidder executes and submits a written agreement prepared by Regional San to defend and indemnify Regional San 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 will assert the claim of confidentiality on behalf of the proposer is in the sole discretion of Regional San.

SECTION 8 – 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, Brown and Caldwell, HDR Engineering, Inc., and each of their subconsultants, Brown and Caldwell/HDR Engineering, Inc., a Joint Venture, and the County of Sacramento, their respective Boards 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. The provisions of this indemnity shall survive the expiration or termination of the Agreement.

SECTION 9 – INSURANCE

Provide a summary of each Consultant(s) (and subcontractor's) present and proposed insurance coverage, including public liability, property damage, worker's compensation, automobile, and professional liability for the duration of the project showing compliance with the insurance requirements identified in Attachment C – District Sample Agreement.

SECTION 10 – EMPLOYMENT PRACTICES

Provide a summary of your firm's employment policies and procedures, including any equal employment opportunity and affirmative action policies. Provide a description of your firm's recruitment methodology and candidate screening methods.

SECTION 11 - FEE ESTIMATE

A Fee Estimate for services outlined in this RFP or modified as proposed shall be provided in a separate sealed envelope. The envelope for the selected Consultant will be opened for the purpose of negotiating an agreement for the construction, commissioning and closeout phases of the Procurement 2 projects. The envelopes for the firms not selected will be returned unopened after contract negotiations are complete.

Consultants are hereby advised that all Construction Management staff providing inspection services shall be paid prevailing wages in accordance with the State of California SB 1999 and Labor Code Chapter 1720 requirements for inspection of public works.

Compensation will be on a time-and-materials basis not to exceed the authorized amount. Include the following information:

- Hourly rates for those staff to be billed to the Project. Due to the nature of this scope of work, computer utilization fees will not be permitted.
- Estimated labor hours and fee by task.
- Types and estimated amount of direct (non-labor) costs to be billed to the Project.
- Adjustments in rates predicted to occur during the Project: Annual wage escalation will be limited to the Western States Consumer Price Index, and not to exceed 3 percent.
- Direct Labor Multiplier: A maximum 2.75 multiplier on base direct salary is permitted.
- Subconsultant Costs: A maximum markup of 5 percent is permitted.
- Other Direct Costs (ODCs): A maximum markup of 5 percent is permitted.
- Long-term per diem and housing costs will not be permitted; short-term, less than 90 Calendar days, may be permitted for key staff with prior District approval.

SECTION 12 – EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS

Provide a list of any exceptions to contract terms and conditions (see Attachment C - District Sample Agreement) which the Consultant will seek from the standard District contract language.

SECTION 13 – RESUMES OF KEY STAFF

SECTION 14 – ADDITIONAL INFORMATION

Please include the following documents in this section:

- The Consultant's Safety Policy.
- The Consultant's Confined Space Program and Policy.
- Other related information.

VII. PROCUREMENT SCHEDULE

The following is the target schedule for awarding contracts. All recipients of this RFP will be notified if any changes are required.

Activity	Due Date
Issue Proposal	April 20, 2015
Pre proposal one on one meeting	May 12 and 14, 2015
Pre-proposal written inquiry cut off	May 15, 2015
Proposal Due	May 29, 2015
Proposal review and shortlist	June 11, 2015
Consultant Interviews	June 24, 2015
Final selection	June 25, 2015
Negotiate, prepare and sign contracts	June 26 – July 29, 2015
District Board approval	August 2015 TBD

VIII. PRE-PROPOSAL MEETINGS

Pre-proposal one-on-one meetings for this RFP may be requested on the days specified above. All pre-proposal questions must be in writing and directed to Chuck Percival, at percivalc@saccounty.net

Generally, any questions asked by the proposer will be kept private; however, Regional San may determine that some information be summarized and shared with all proposers if it affects the scope of work.

IX. EVALUATION AND SELECTION PROCESS

An evaluation committee will analyze and rank the proposals based upon the abilities of the consultant to meet the Program needs. The committee will prepare a short list of the most qualified consultants; each consultant on the short list will be invited to an oral interview to provide additional information. A final ranking will be performed following the interviews based on both the written proposal and oral interview. An agreement with the top ranked consultant will be negotiated and submitted to the Sacramento Regional County Sanitation District Board of Directors for approval.

X. EVALUATION AND SELECTION CRITERIA

Regional San reserves the right to judge the Consultant's qualifications and select the consultant with the best overall proposal. The committee will evaluate all proposals and has the right to reject any or all proposals. Regional San is not liable for any incurred costs associated with the preparation of any proposal submitted in response to this Request for Proposal. The following criteria will be used to evaluate the proposals:

Criteria	Score[a]	Weight	Weighted Scores[b]
1. Consultant's experience in providing construction management and inspection services for similar type of work		15%	
2. Qualifications and construction experience of proposed personnel.		25%	
3. Approach to Project Management and Staffing		30%	
4. Ability to provide the personnel needed to staff all phases of construction contracts-breadth of skill and depth of staff to meet fluctuating needs		10%	
Subtotal (short list)			
5. Interview		20%	
Grand Total			

[a]Each criterion will be assigned a score of 1 to 100.
[b]Scores will be multiplied by the weights and totaled to yield the total points on the proposal and interview. Maximum total points are 100.

XII. TERMS AND CONDITIONS

Upon selection of a consultant to perform the work and successful contract negotiations, Regional San will forward to consultant a formal written agreement for signature. A sample standard consultant services agreement is attached.

XIII. ATTACHMENTS

A. Job Descriptions and required qualifications
B. Program Schedule – Procurement 2 Summary
C. Sample Agreement

ATTACHMENT A

JOB DESCRIPTIONS

ATTACHMENT A

JOB DESCRIPTIONS

Construction Manager:

Possession of a valid certificate of registration as a professional engineer (mechanical, electrical or civil) issued by the California State Board of Registration for Professional Engineers or a Bachelor's Degree in Construction Management or certification as a Construction Manager by CMAA is a requirement of this position. Construction Managers perform difficult and complex engineering tasks associated with construction and may act as supervisors to a small group of engineers and/or sub-professional support staff. The person must have:

- Experience managing complex water or wastewater treatment plant projects similar in complexity and size to the Procurement 2 projects.

- Knowledge of engineering principles and practices, construction methods and materials used in the design and construction of large complex public works projects, budget preparation, principles and techniques of personnel management and supervision, laws and regulations pertaining to the design and construction of public works projects.

- The ability to prepare plans and specifications, perform technical research, prepare reports and adopt effective courses of action. Layout work and guide subordinates in performing tasks, train personnel, maintain effective working relationships with superiors, subordinates, and the general public.

Special Requirements:

- A valid California Driver's License, Class C or higher.

- Ability to climb ladders, work on scaffolding, crawl in and out of attic spaces and building crawl spaces.

- Trained and certified in: fall protection, CPR and first aid.

Assistant Construction Manager:

Assistant CMs are responsible for projects of average difficulty. Assistant CMs (mechanical, electrical or civil) may serve as the Construction Manager on minor construction projects or as the Assistant CM on major projects. The Assistant CM may provide technical direction and assistance to subordinate sub-professional staff involved in the design and construction of projects. The person must have:

- Experience managing complex water or wastewater treatment plant projects similar to the type of work, even if on a smaller scale, to the Procurement 2 projects.

- Knowledge of engineering principles and practices used in engineering and their applications in solving engineering problems. Familiarity with surveying principals, equipment and methods used in the field (civil only). Design and produce engineering drawings using standard drafting methods and conventions.

- The ability to take complete and accurate field notes, prepare reports, read and interpret plans and specifications; and maintain an effective working relationship with supervisors, fellow workers and the general public.

Special Requirements:

- A valid California Driver's License, Class C or higher.

- Ability to climb ladders, work on scaffolding, crawl in and out of attic spaces and building crawl spaces.

- Trained and certified in: fall protection, CPR and first aid.

Mechanical Inspector:

This Inspector is responsible for reviewing construction plans and specifications and providing inspection services on construction projects for compliance with plans and specifications. The person must have the following:

- Knowledge and understanding of federal, state, county and local codes including but not limited to: Sacramento County Mechanical Code, California Mechanical Code, Sacramento County Plumbing Code, California Plumbing Code, California Fire Code, and Title 24 of the California Administrative Code.

- Knowledge and understanding of citing and enforcing code requirements associated with mechanical and piping systems in the construction of commercial buildings, heavy industrial buildings and water or wastewater treatment facilities.

- The ability to read, understand, and apply mechanical and plumbing code requirements as they apply to construction situations.

- The ability to clearly, accurately, and completely document mechanical and plumbing code violations.

- The ability to maintain an effective working relationship with builders, contractors, consultants, fellow employees, other departments, and the general public.

- The ability to read, write, and speak English at a level necessary for satisfactory job performance.

Special Requirements:

- A valid California Driver's License, Class C or higher.
- Ability to climb ladders, work on scaffolding, crawl in and out of attic spaces and building crawl spaces.
- Trained and certified in: fall protection, CPR, first aid, and OSHA construction safety.
- AB 717 certification.

Welding Inspector:

This person must be an AWS-certified welding inspector with experience in pipe, structural and tank welding and have:

- The ability to maintain an effective working relationship with builders, contractors, consultants, fellow employees, other departments, and the general public.
- The ability to read, write, and speak English at a level necessary for satisfactory job performance.

Special Requirements:

- A valid California Driver's License, Class C or higher.
- Ability to climb ladders, work on scaffolding, crawl in and out of attic spaces and building crawl spaces.
- Trained and certified in: fall protection, CPR, first aid, and OSHA construction safety.
- AB 717 certification.

Construction Inspector:

This Inspector is responsible for reviewing construction plans and specifications and providing inspection services on all construction projects for compliance with plans and specifications. The person must have the following:

- Knowledge and understanding of federal, state, county and local codes including but not limited to: The California Building Code, CalTrans Construction Specifications, Sacramento County Construction Standards and Title 24, California Administrative Code.

- Knowledge and understanding citing and enforcing code requirements in the construction of commercial buildings, heavy industrial buildings and water or wastewater treatment facilities, roads, bridges, and drainage structures.

- The ability to read, understand, and apply code requirements as they apply to construction situations.

- The ability to clearly, accurately, and completely document code violations.

- The ability to maintain an effective working relationship with builders, contractors, consultants, fellow employees, other departments, and the general public.

- The ability to read, write, and speak English at a level necessary for satisfactory job performance.

Special Requirements:

- A valid California Driver's License, Class C or higher.

- Ability to climb ladders, work on scaffolding, crawl in and out of attic spaces and building crawl spaces.

- Trained and certified in: fall protection, CPR, first aid, and OSHA construction safety.

- AB 717 certification.

Electrical Inspector:

This inspector is responsible for reviewing construction plans and specifications and providing inspection services on construction projects for compliance with plans and specifications. The person must have the following:

- Knowledge and understanding of federal, state, county and local codes including but not limited to: Sacramento County Electrical Code, California Electrical Code, National Electrical Code, and electrical sections of Title 24, California Administrative Code.

- Knowledge and understanding citing and enforcing code requirements associated with power and electrical systems in the construction of commercial buildings, heavy industrial buildings and water or wastewater treatment facilities.

- The ability to read, understand, and apply electrical code requirements as they apply to construction situations.

- The ability to clearly, accurately, and completely document electrical code violations.

- The ability to maintain an effective working relationship with builders, contractors, consultants, fellow employees, other departments, and the general public.

- The ability to read, write, and speak English at a level necessary for satisfactory job performance.

Special Requirements:

- A valid California Driver's License, Class C or higher.

- Ability to climb ladders, work on scaffolding, crawl in and out of attic spaces and building crawl spaces.

- Trained and certified in: fall protection, CPR, first aid, and OSHA construction safety.

- AB 717 certification.

Schedule Analyst:

The analyst must have a thorough understanding of Critical Path Method scheduling as used for construction. The analyst will:

- Provide review of contractor's submitted schedule for compliance with specifications, invalid logic, realistic activity duration, capturing of entire project, etc.

- Analyze impacts of changes and verify schedule impacts claimed by the contractor.

- Have a high level of skill using Primavera P6 and Microsoft Project software.

Senior Engineering Technician:

Sr. Technicians perform a variety of difficult and complex research studies and administrative assignments in support of construction projects and Resident Engineers. They must have:

- Knowledge of public works construction principles, practices, methods, and techniques.

- Ability to perform assignments and tasks requiring knowledge of sub-professional engineering work such as cost estimating, testing and startup.

- Ability to provide assistance and direction to subordinates as the lead.

- Ability to read, write, and speak English at a level necessary for satisfactory job performance.

Engineering Technician:

This position works under supervision and carries out a variety of assignments requiring the application of knowledge, judgment and skills to perform tasks or assist higher level technicians and professional staff. They must have:

- Knowledge of engineering drafting, and mathematics for drafting.
- Using office equipment, computers and the application of software used in documenting and in the administration of construction projects.
- Construction, methods, materials and equipment.
- The ability to complete assigned tasks providing engineering support work under the supervision of a professional engineer or higher level staff.
- Assist in maintaining project records and preparing reports of project progress.
- Read, write, and speak English at a level necessary for satisfactory job performance.

Clerical Support:

Personnel in this capacity must have skills in the following:

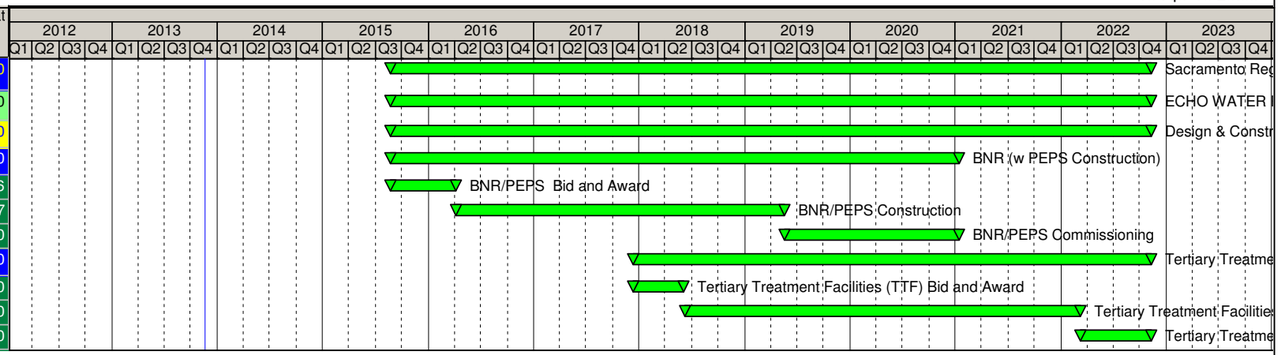
- Use of web-based document management systems.
- Mailroom procedures.
- Word processing.
- Data entry.

ATTACHMENT B

PROGRAM SCHEDULE
PROCUREMENT 2 SUMMARY

15-Apr-15 23:03

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
Sacramento Regional County Sanitation District		1849	1849	24-Aug-15	09-Nov-22	0
ECHO WATER PROJECT		1849	1849	24-Aug-15	09-Nov-22	0
Design & Construction of Projects		1849	1849	24-Aug-15	09-Nov-22	0
BNR (w PEPS Construction)		1375	1375	24-Aug-15	14-Jan-21	0
BNR/PEPS Bid and Award		192	160	24-Aug-15	07-Apr-16	-16
BNR/PEPS Construction		812	812	07-Apr-16	21-May-19	157
BNR/PEPS Commissioning		421	421	21-May-19	14-Jan-21	0
Tertiary Treatment Facilities (TTF) (Filtration, FIPS, DCB)		1283	1283	11-Dec-17	09-Nov-22	0
Tertiary Treatment Facilities (TTF) Bid and Award		128	128	11-Dec-17	06-Jun-18	0
Tertiary Treatment Facilities (TTF) Construction		980	980	07-Jun-18	09-Mar-22	0
Tertiary Treatment Facilities (TTF) Commissioning		175	175	10-Mar-22	09-Nov-22	0



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Summary
Milestone
Gates

Program Schedule - Pocurement 2 Summary March 2015 Update

EchoWater Project
Bringing Water Back

ATTACHMENT C

SAMPLE AGREEMENT

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE ECHOWATER PROJECT PROCUREMENT 1

THIS AGREEMENT is made and entered into on this _____ day of _____, 2014 by and between the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT , a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter referred to as "REGIONAL SAN," and [CONSULTANT NAME], a [nature of business, such as: an individual, a partnership, a California corporation, etc.], hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, REGIONAL SAN has determined that it is desirable to retain a consultant to provide construction management services for the EchoWater Project; and

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

WHEREAS, REGIONAL SAN issued a Request for Proposals and selected CONSULTANT from among the respondents on the basis of CONSULTANT'S experience, qualifications and facilities for performing the requested services; and

WHEREAS, REGIONAL SAN and CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, REGIONAL SAN and CONSULTANT agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be 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:

SAMPLE

TO REGIONAL SAN:	TO CONSULTANT:
Regional San 8521 Laguna Station Rd. Elk Grove, CA 95758 Attn: Contracts Payment Desk	Name Address Attn:

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

CONSULTANT shall observe and comply with all applicable federal, state, and county and REGIONAL SAN laws, regulations and ordinances.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. LICENSES AND PERMITS

A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by REGIONAL SAN. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by REGIONAL SAN.

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

7. PREVAILING WAGES

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

8. PERFORMANCE STANDARDS

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

SAMPLE

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 REGIONAL SAN and shall be delivered to REGIONAL SAN upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by REGIONAL SAN. REGIONAL SAN recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT'S services and are not designed for use other than what is intended by this Agreement.

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 REGIONAL SAN. REGIONAL SAN is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent contractor, CONSULTANT hereby indemnifies and holds REGIONAL SAN harmless from any and all claims that may be made against REGIONAL SAN based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of REGIONAL SAN as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and REGIONAL SAN shall have no right or authority over such persons or the terms of such employment.

D. It is further understood and agreed that as an independent contractor and not an employee of REGIONAL SAN, neither the CONSULTANT nor CONSULTANT'S assigned personnel shall have any entitlement as an REGIONAL SAN employee, right to act on behalf of REGIONAL SAN in any capacity whatsoever as agent, nor to bind REGIONAL SAN to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other

SAMPLE

insurance programs, or entitled to other fringe benefits payable by REGIONAL SAN to employees of REGIONAL SAN.

E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel under the terms and conditions of this Agreement.

[PARAGRAPH "F" WILL ONLY BE USED IN ADDITION TO PARAGRAPHS A – E ABOVE FOR OUT-OF-STATE SERVICE PROVIDERS]

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

11. CONSULTANT IDENTIFICATION

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

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 REGIONAL SAN: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between REGIONAL SAN and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from REGIONAL SAN, CONSULTANT agrees to indemnify and hold harmless REGIONAL SAN from any and all claims that may be made against REGIONAL SAN 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. 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.

SAMPLE

B. If services under this Agreement are funded with state funds granted to REGIONAL SAN, CONSULTANT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

15. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

A. CONSULTANT agrees and assures REGIONAL SAN that CONSULTANT and any subconsultants shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of REGIONAL SAN, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of REGIONAL SAN employees and agents, and recipients of services are free from such discrimination and harassment.

B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

16. INDEMNIFICATION

For work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT, BROWN AND CALDWELL, HDR ENGINEERING, INC., and each of their subconsultants, BROWN AND CALDWELL/HDR ENGINEERING, INC., A JOINT VENTURE, 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 sub-consultants. The provisions of this indemnity shall survive the expiration or termination of the Agreement.

SAMPLE

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 REGIONAL SAN shall not pay any sum to CONSULTANT under this Agreement unless and until REGIONAL SAN is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

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 REGIONAL SAN, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to REGIONAL SAN under this Agreement.

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 REGIONAL SAN in accordance with express provisions in this Agreement.

B. CONSULTANT shall submit an invoice in accordance with the procedures prescribed by REGIONAL SAN on a monthly basis, upon completion of services provided in the prior month. Invoices shall be submitted to REGIONAL SAN no later than the fifteenth (15th) day following the invoice period, and REGIONAL SAN shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.

C. REGIONAL SAN operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by REGIONAL SAN unless CONSULTANT has obtained prior written REGIONAL SAN approval to the contrary.

D. CONSULTANT shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

E. In the event CONSULTANT fails to comply with any provisions of this Agreement, REGIONAL SAN may withhold payment until such non-compliance has been corrected.

SAMPLE

20. SUBCONTRACTS, ASSIGNMENT

A. CONSULTANT shall obtain prior written approval from REGIONAL SAN before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by REGIONAL SAN for the performance of any subconsultant whether approved by REGIONAL SAN or not.

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

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 REGIONAL SAN unless agreed in writing by the District Engineer and counsel for REGIONAL SAN.

22. SUCCESSORS

This Agreement shall bind the successors of REGIONAL SAN 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 his 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. REGIONAL SAN shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the

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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. REGIONAL SAN may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by REGIONAL SAN to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. REGIONAL SAN may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, REGIONAL SAN may proceed with the work in any manner deemed proper by REGIONAL SAN. If notice of termination for cause is given by REGIONAL SAN to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. REGIONAL SAN may terminate or amend this Agreement immediately upon giving written notice to CONSULTANT, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to REGIONAL SAN is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in REGIONAL SAN 'S yearly proposed and/or final budget are not appropriated by REGIONAL SAN for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by REGIONAL SAN as a result of mid-year budget reductions.

D. If this Agreement is terminated by REGIONAL SAN under paragraph (A) or (C) above:

1. CONSULTANT shall cease rendering services pursuant to this Agreement as of the termination date.

2. CONSULTANT shall deliver to REGIONAL SAN copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostatting, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

3. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONSULTANT can legally cancel.

SAMPLE

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

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

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. REGIONAL SAN shall explain procedures for reporting the required information.

29. AUDITS AND RECORDS

Upon REGIONAL SAN'S request, REGIONAL SAN or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT'S premises, CONSULTANT'S financial and program records as REGIONAL SAN deems necessary to determine CONSULTANT'S compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four years following termination of the Agreement, and shall make them promptly available for copying upon REGIONAL SAN'S request at REGIONAL SAN'S expense. REGIONAL SAN shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT'S financial and program records related to this Agreement.

30. PRIOR AGREEMENTS

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

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 REGIONAL SAN shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or

SAMPLE

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.

SAMPLE

(SIGNATURE PAGE FOLLOWS)

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

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

By: _____
Prabhakar Somavarapu, District Engineer

Date: _____

Name of CONSULTANT and type of business

By: _____

Name:_____

Title:_____

Date: _____

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

Agenda Date: _____

Item Number: _____

Resolution No.: _____

Contract and Consultant Tax Status Reviewed and Approved by District Counsel

By: _____
Lisa A. Travis
Supervising Deputy County Counsel

Date: _____

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

SAMPLE

EXHIBIT A to SAMPLE Agreement
Between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
and _____

SCOPE OF SERVICES

1. SERVICE LOCATION

Facility Name(s): REGIONAL SAN
Street Address: 8521 Laguna Station Road
City and Zip Code: Elk Grove, CA 95758

2. REQUEST FOR PROPOSAL AND CONSULTANT'S PROPOSAL

[We will select the applicable paragraph A when we write the final Agreement.]

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

OR….

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

AND…

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

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

SAMPLE

3. SCHEDULE

CONSULTANT shall complete the services in an expeditious manner and transmit all applicable materials to REGIONAL SAN as stated in the _____ or as mutually adjusted with REGIONAL SAN'S Project Manager.

4. RESPONSIBILITIES OF REGIONAL SAN AND CONSULTANT FOR SCOPE

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

B. CONSULTANT shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by REGIONAL SAN shall not be deemed to constitute acceptance or waiver by REGIONAL SAN of any error or omission as to such work. CONSULTANT shall coordinate the activities of any subconsultants and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

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

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 REGIONAL SAN without the prior written consent of REGIONAL SAN, however submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either REGIONAL SAN or CONSULTANT.

SAMPLE

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:

REGIONAL SAN:	**CONSULTANT**:
NAME:	NAME:
PHONE:	PHONE:
FAX:	FAX:
E-MAIL:	E-MAIL:

SAMPLE

EXHIBIT B to Sample Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
and _____

REGIONAL SAN INSURANCE REQUIREMENTS

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

SAMPLE

1. Verification of Coverage

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

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

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:	$4,000,000
Products Comp/Op Aggregate:	$4,000,000
Personal & Adv. Injury:	$1,000,000
Each Occurrence:	$2,000,000
Fire Damage:	$ 100,000

Automobile Liability:

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

Workers' Compensation: Statutory.

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

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

4. Deductibles and Self-Insured Retention

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

5. Claims Made Professional Liability Insurance

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

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

SAMPLE

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 SACRMANTO 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 SACRMANTO 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 SACRMANTO AREA SEWER DISTRICT with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONSULTANT is required by this Agreement to immediately notify SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and SACRMANTO 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, BROWN AND CALDWELL, HDR ENGINEERING, INC., and each of their subconsultants, BROWN AND CALDWELL/HDR ENGINEERING, INC., A JOINT VENTURE**,** 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

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endorsed limitations on the scope of protection afforded to SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRMANTO AREA SEWER DISTRICT, 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 SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRMANTO AREA SEWER DISTRICT and the County of Sacramento and their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRMANTO AREA SEWER DISTRICT 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, BROWN AND CALDWELL, HDR ENGINEERING, INC., and each of their subconsultants, BROWN AND CALDWELL/HDR ENGINEERING, INC., A JOINT VENTURE**,** 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.

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11. Notification of Claim

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

COMPENSATION

1. MAXIMUM PAYMENT TO CONSULTANT

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

2. COMPENSATION COMPONENTS

A. Time and Expenses: Compensation for services rendered shall be paid on a time and expenses basis at the usual and customary rates for the services actually rendered, as stated in CONSULTANT'S _____, attached hereto as Attachment ___ and by this reference incorporated herein, and shall not exceed $_____ . The rates stated in Attachment ____ shall apply for all services provided throughout the term of this Agreement unless negotiated otherwise after the first year of the Agreement.

B. REGIONAL SAN'S Project Manager and CONSULTANT may negotiate an adjustment to rates effective April 1 of each year throughout the term of this Agreement, effective April 1, 2015, provided that annual adjustments shall not exceed a three percent (3%) increase over the prior year's rates. CONSULTANT shall submit new negotiated rates to REGIONAL SAN'S Project Manager not less than 30 days prior to said effective date. Rate increases may only be initiated upon written authorization by the REGIONAL SAN'S Project Manager. 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.

3. ITEMIZED TASKS AND SUBTASKS

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

4. WORK NOT IN SCOPE OF SERVICES

CONSULTANT shall immediately notify REGIONAL SAN'S Project Manager in writing of any work that REGIONAL SAN requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this

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Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the District Engineer approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT'S compensation is approved and executed by both parties.

5. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION

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

6. SUBMISSION OF INVOICES

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

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

CONSULTANT shall include the following information on all invoices:

1. Contract Number: _____
2. Project Name: Construction Management Services for the EchoWater Project Procurement 1
3. Date of Invoice Submission
4. Time Period Invoice Covers
5. Services Provided and Respective Compensation Requested
6. Any other information deemed necessary by CONSULTANT and/or REGIONAL SAN

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

7. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, REGIONAL SAN shall address and submit payments to CONSULTANT at address in the Notice provision of this Agreement. [If the payment address will be different than the Notice address, then the yellow highlighted words will be replaced with "the following address" and the payment address added here.]

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

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