



REQUEST FOR PROPOSALS (RFP)

FOR

**ECHOWATER FACILITY LABORATORY
HVAC SYSTEM REPLACEMENT**

SACRAMENTO AREA SEWER DISTRICT

RFP No. 9160

RFP ISSUE DATE:

January 16, 2026

PROPOSAL DUE DATE & TIME:

February 23, 2026, by 2:00 p.m.

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1. INTRODUCTION

The Sacramento Area Sewer District (SacSewer) is a sewage collection, treatment, and resource recovery utility providing service to more than 1.6 million people in a 386 square-mile service area in the Sacramento region. SacSewer's service area includes the unincorporated areas of Sacramento County, and the cities of Citrus Heights, Rancho Cordova, Elk Grove, Folsom, Sacramento, and West Sacramento.

SacSewer owns and operates over 5,000 miles of sewer pipes and 117 pump stations and is responsible for the operations and maintenance of those pipes and pump stations. Sewage is collected from residential, commercial, and industrial customers and conveyed to SacSewer's EchoWater Resource Recovery Facility (EchoWater Facility) near Elk Grove. SacSewer takes pride in recovering valuable resources from the sewage that enters the EchoWater Facility. Examples include biosolids recycling, water recycling, and renewable energy generation.

The following is SacSewer's mission and vision:

Mission: *Serving our community by protecting public health and the environment through sewage collection, treatment, and resource recovery.*

Vision: *Setting the bar for excellence in utility management and environmental sustainability.*

SacSewer has four core values that help SacSewer deliver on its mission and vision:

- Responsibility – Accountable and Committed
- Resolve – Determined to Succeed
- Proficiency – Skilled and Capable
- Environmental Stewardship – Protect and Sustain

2. BACKGROUND

The current SacSewer Environmental Laboratory Building (Lab) located at the EchoWater Facility is composed of two sections – east and west. The west section of the building is a renovated building area originally constructed when the EchoWater Facility was built in the late 1970s. The east section of the building is new construction which occurred around 2003 or 2004. The renovated area and new construction were combined to produce the current lab under the same construction project called Facility Expansion Project Phase 1, Contract No. 3562. This contract affected other buildings in a similar manner:

- Renovated the Administration Building,

- Constructed the existing Engineering and Operations Building,
- Renovated the Maintenance Building, and
- Constructed the existing Commons Building.

The lab's cooling system is not providing the necessary cooling performance required despite the units' apparent normal operation. The newer east side building is currently served by two large rooftop air conditioning units - ACU15103 and ACU15104 with the following specifications:

- Each unit has a capacity of approximately 81 tons (974 MBH) and approximately 15,100 cubic feet per minute of airflow.
- The AC units operate with two refrigerant circuits (evaporator coils) using R-22, each providing three stages of cooling capacity and feature a single supply fan.
- The AC units are approx. 20 years old, in good shape overall but Service Technicians and Lab Staff note that the units become unreliable when ambient temperatures exceed 100°F, especially during consecutive days of extreme heat.
- During normal operations, both units run 100% of the time. The system design is based on outside air temperatures of 105°F (Dwg. M0.3, note 5). However, over time, its performance has degraded, and it now presents reliability issues at temperatures above 100°F.

Each unit serves a separate section of the laboratory, providing 100% outside air, with no recirculation of air within the building. This is standard practice in laboratories for safety, as hazardous chemicals and fumes could endanger occupants if re-circulated. The AC units provide the air, which is then wasted to the atmosphere using fans and ducts.

The current heating, ventilation, and air conditioning (HVAC) system has difficulty cooling the building enough when temperatures over 100°F occur and this has a direct impact on meeting the testing requirements of the lab, particularly the BOD Room 1543, Bacteria MIC Prep 1574, Bioassay Room 1534, GC Room 1550, GC/MS Room 1549, and Organic Prep Room 1541. While record drawings suggest sufficient airflow for cooling, users report that temperatures in the lab often exceed acceptable levels and units can shut down. As a result, redundant cooling units for these spaces are provided as a temporary mitigation measure.

The following room temperature and humidity requirements apply for design:

Room Number and Description	Temperature Deg. F	Humidity %
Room 1574/1575 - Incubator Room	72	N/A
Room 1543 – BOD Room	68	N/A
Room 1534 – Bioassay Room	77	N/A
Room 1550 – GC (VOCs)	<68	20 - 80%
Room 1549 – GCMS (SVOCs)	<85	40 – 80% Noncondensing
Room 1532 – ICP/MS (Metals)	< 85	20 –80%
Room 1540 – FAAS/ICP (Mercury Analyzers)	<85	10 – 80% Noncondensing
Room 1540 – FAAS/ICP (IC)	<85	20 – 80%
Rooms 1539 – Metals Prep (Refrigerators)	< 85	<80%
Room 1541 – Organic Prep (Refrigerators)	<85	<80%

3. OBJECTIVE

SacSewer seeks the services of an engineering consultant for design upgrade and construction support services of the EchoWater Facility Laboratory HVAC System Replacement Project. The RFP and all attachments describe the scope requirements for the Project and are posted on SacSewer’s website (<https://www.sacsewer.com/business-opportunities/>).

4. RFP TIMELINE AND PROJECT SCHEDULE

Event or Action	Deadline
Release of RFP	January 16, 2026
Mandatory Pre-Proposal Conference	February 2, 2026, at 09:00 a.m. Pacific Time (PT)
Question Submission Deadline	February 9, 2026, 5:00 p.m. PT
Final date to provide Responses to Questions on Business Opportunities webpage	February 13, 2026
Proposal Submission Deadline	February 23, 2026, at 2:00 p.m. PT

Event or Action	Deadline
Consultant Interviews (if requested by SacSewer)	March 9, 2026, or later
Notice of Intent to Award	March 16, 2026, or later
Pre-design Completion	August 2026
Design Completion	March 2027
Bid Project	April 2027
Award Construction Contract	June 2027
Construction	July 2027 to January 2028
Project Completion	February 2028

5. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

SacSewer will hold a mandatory pre-proposal conference and site walk-through to answer questions regarding this project. SacSewer representatives will be present for questions. Before the conference, attendees must e-mail SacSewer’s designated point of contact, denoted in Section 6 of this RFP, with attendee names so SacSewer can coordinate access. Oral answers provided at the conference will not be binding on SacSewer. SacSewer will provide a summary of the questions and answers from the meeting as an addendum. The addendum will be posted on the SacSewer Business Opportunities page by the date set in Section 4 of this RFP. SacSewer will only accept submitted proposals from entities who attended the pre-proposal conference and site walk-through.

Pre-Proposal Conference & Site Walk-Through Information

Date and Time: see Section 4 of this RFP

Location: EchoWater Facility, Admin Conference room,
8521 Laguna Station Road,
Elk Grove, CA 95758

6. QUESTIONS AND COMMUNICATION ABOUT THIS RFP

All communication regarding this RFP should be directed to Gerardo Aguirre via email at aguirreg@sacsewer.com, SacSewer’s designated point of contact. Questions for this RFP should be submitted to the SacSewer’s designated point of contact via email no later than the date and time stated in Section 4 of this RFP. Inquiries and responses will be posted at <https://www.sacsewer.com/business-opportunities/> by no later than date stated in Section 4 of this RFP. Please note the SacSewer will respond only to technical questions. Under no circumstances will interpretive guidance be provided. No oral interpretations shall be made to any respondent as to the meaning of any of the documents.

Interested consultants are responsible for periodically checking the SacSewer website for addenda to this RFP and responses to questions.

7. SCOPE OF SERVICES

The scope of services will include but are not limited to those denoted below. The scope of services shall be used as a basis for preparation of the proposal, and a submitted proposal must address the entire scope of services listed. Additional tasks or modifications to the scope of services that the consultant feels will produce a more cost-effective project should be included in the proposal.

Task 1 – Preliminary Design

The consultant will define the scope of work to establish a clear direction for the design phase, including performing the following tasks during pre-design:

- Perform a site visit to view existing HVAC units, view roof conditions, access attic spaces to verify existing ducting and view electrical room.
- Review construction drawings and applicable specifications for the HVAC and roof.
- Determine what repairs are needed for the roof.
- Review the Electrification Study provided by the Sacramento Municipal Utility District (SMUD). SMUD is offering a rebate if SacSewer chooses to replace the existing units with an all-electric custom heat pump system. SacSewer has concerns regarding the use of a heat pump system because the equipment will be running 100% of the time as compared to the seasonal use of the existing system (AC in hot weather and gas heater in cold weather).
- Determine new design conditions for the life of the new system to address the current cooling limitation, unit performance degradation over time and warming climate.
- Evaluate the electrical system and determine if any changes or upgrades are required.
- Perform a structural evaluation and determine if any roof reinforcement is required for the new system.
- Perform a 20-year Business Case Evaluation (BCE) to determine if the replacement units should be replaced in kind or replaced with all an electric pump system.
- If the selection is a heat pump system, perform a secondary 20-year BCE to evaluate the feasibility of incorporating a heat recovery system from the lab exhaust to make the new system more efficient as suggested by the SMUD Electrification Study.
- Develop a construction cost estimate and a project construction schedule.

Deliverables Task 1:

1. Draft Predesign Report. Allow two-week review period for SacSewer.
2. Final Predesign Report.
3. Copies of BCE spreadsheets.
4. Copy of project cost estimate and schedule.

5. Copies of design work performed including cooling/heating load calculations to size the system and any structural calculations performed.

The consultant shall provide copies of all deliverables in Adobe PDF and in original MS programs – MS Word, Excel and MS Project.

Task 2 – Project Design

The consultant shall prepare plans and specifications to complete the design phase of the project. Plans shall include General, Mechanical, Structural, Demolition and Electrical drawings. Specifications shall include General Conditions, Special Conditions and Technical Specifications to prepare a bid package. Drawings are to be provided in AutoCAD 2025 or newer. The project design work shall include three (three) design submittal packages – 50%, 90% and 100%.

Each design deliverable shall include a two-week review period for SacSewer to review and comment. SacSewer comments shall be reviewed, responded to and incorporated into the design as appropriate. The consultant shall provide electronic files for each design submittal:

- Pdf and AutoCAD copies of each set of submittal drawings sized to print half size on 11x17 sheets. SacSewer will provide templates for the coversheet, signature sheet and drawing border to use.
- The design shall use SacSewer construction specifications.
- SacSewer will provide copies of its specifications for the consultant to use. Any specifications SacSewer does not have shall be created by the consultant such as the specification for the HVAC units.

Deliverables Task 2:

1. 50% design package including an update to the cost estimate.
2. 90% design package including an update to the cost estimate.
3. 100% design package including an update to the cost estimate.
4. Electronic copy of Engineer's estimate at each phase.
5. Responses to SacSewer's review comments at each phase.

Task 3 – Sequencing, Start-Up and Test Plan

The consultant shall prepare a draft and final Sequencing, Start-Up and Test Plan for the new HVAC equipment. SacSewer will review the draft plan and provide comments. A

two-week review period by SacSewer shall be provided. The consultant shall review, respond and incorporate comments as required.

The purpose of the sequencing plan is to identify how to construct the project while the cooling needs of the laboratory continue to be provided (i.e. temporary rental of portable cooling units may be necessary). The Sequencing, Start-Up and Test Plans shall be incorporated into the bid package.

Deliverables Task 3:

1. Draft Sequencing, Start-Up and Test Plan (pdf and MS word files).
2. Final Sequencing, Start-Up and Test Plan (pdf and MS word files).
3. Responses to SacSewer's review comments (pdf and MS word files).
4. Provision of Test Results once the new HVAC system is commissioned.

Task 4 – Bid Phase

The consultant shall, at a minimum, perform and complete the following for this task:

- Incorporate the review comments from the 100% design phase and the Sequencing, Start-up and Test Plan to produce the bid documents.
- Provide technical support during bidding including answering technical questions and developing addenda. The project is to advertise for approximately five weeks.
- Attend pre-bid conference and provide tour of the project area with SacSewer's project representative.
- Incorporate addenda and create a Conformed Set.

Deliverables Task 4:

1. Bid Documents (pdf, word files and AutoCAD files).
2. Addenda preparation.
3. Responses to technical questions during bidding.
4. Conformed Documents (pdf, word files and AutoCAD files).

Task 5 – Construction Support Services

The consultant shall provide construction support services for submittal review, respond to Requests for Information (RFIs). Assume 30 submittals, 30 re-submittals and 30 RFIs. SacSewer staff will incorporate contractor mark-ups into the CAD Files and produce the as-builts. No consultant help to produce as-builts is necessary.

Deliverables Task 5:

1. Responses to product submittals and resubmittals.
2. Responses to RFIs.

Task 6 – Project Management and Permitting

The consultant will ensure continuous control of the project in terms of staffing, budget, schedule and scope. In addition, the consultant will help promote communication within the project team and document key decisions.

SacSewer envisions two permits: environmental review and a construction permit by the Elk Grove Fire Department (EGFD). Both permits will be handled by SacSewer. The environmental review will occur soon after pre-design is complete and the review of the design documents by the EGFD will occur when the 100% design is complete. Items covered under this task include:

- Consultant Project Management including budget monitoring and control.
- Kick-Off Meeting.
- Two monthly progress meetings per month for the duration of design.
- Create and maintain a Decision Log.

Deliverables Task 6:

1. Prepare meeting agendas.
2. Draft Meeting Minutes of all meetings. SacSewer will review and provide comments.
3. Finalize Meeting Minutes after incorporating any SacSewer comments.
4. Maintain and keep updated the Decision Log.

8. BASIS FOR COMPENSATION

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

9. ORGANIZATION AND CONTENT OF PROPOSAL

Consultants must provide complete and current information for all categories listed below. A Proposal shall not exceed 20 singled-sided pages. The following sections are excluded from the page count: Transmittal Letter, Table of Contents, Section Dividers, sealed Cost Proposal, Conflict of Interest Form, Proprietary Information, Insurance, Department of Industrial Relations (DIR) Compliance, Employment Practices,

Exceptions to Sample Agreement Terms and Conditions, and Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia’s Action in Ukraine, and Resumes. In addition page sizes shall be 8 ½ X 11 with font size no smaller than 12 pt. Figures and tables may be on 11 X 17 sheets.

SECTION	CONTENTS
Cover Letter	Transmittal Letter
a	Company Background
b	Consultant Team
c	Project Overview
d	Detailed Project Approach
e	Related Experience
f	Level of Effort
g	Cost Proposal (must be submitted in sealed envelope)
h	Project Schedule
i	Conflicts of Interest
j	Proprietary Information
k	Insurance
l	Department of Industrial Relations (DIR) Compliance
m	References
n	Employment Practices
o	Exceptions to Sample Agreement Terms and Conditions
p	Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia’s Action in Ukraine
q	Resumes

a. **Company Background**

Provide a brief introduction of your organization. Include office locations, main areas of expertise, number of staff, and company background and history.

b. **Consultant Team**

Identify the proposed project team including the staff responsible for project management, communication with SacSewer, and direct supervision of deliverables. Identify key tasks and the personnel involved, including their level of participation. Include a project team diagram. Identify the geographic location of consultant’s facilities and key personnel. SacSewer prefers a local base for key interactive staff unless the consultant can demonstrate no project impact.

Identify all proposed subconsultants. Include the names of the proposed subconsultants, relevant experience, and supporting material. Consultant staff must have the appropriate level of experience, and expertise to perform the requested work. If the prime consultant intends to solicit subproposals and/or quotes for certain tasks from qualified subconsultants, subcontractors, other service providers and suppliers, SacSewer expects the prime consultant to solicit qualified firms in the local business community for such services and supplies. The solicitation conducted should be as broad as possible to reasonably provide opportunities for and encourage relationship building with qualified minority and women- owned firms, and small and local businesses in the Sacramento community. The prime consultant shall not discriminate in the solicitation process.

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 written consent of SacSewer.

c. **Project Overview**

Provide a narrative description of the proposed project based on the Scope of Services. SacSewer will assess your understanding of all aspects of the project based on the overview.

d. **Detailed Project Approach**

Provide a detailed description of the proposed approach to the project as described above. The description must include details to implement the tasks described in the Scope of Services and any recommended revisions to the list of tasks. The approach should recognize, address, and provide for resolution of all aspects of the project.

e. **Related Experience**

Provide a summary of experience with similar projects that the firm and the proposed team have completed. The description of each project should include the year(s) during which the work was performed and the firm's role in the project, responsibilities of key team members, and a contact person, including telephone number of the project owner.

f. **Level of Effort**

Provide a table showing the proposed total level of effort (LOE), in hours, required to complete each task identified in the scope of services. The table shall show, by task, the individual estimated involvement of each key staff member presented in the team organization chart. SacSewer will monitor involvement of these key staff over the course of the project to confirm their involvement. Supporting staff can be shown by various classes of employees to be used for the services. Services provided by subcontractors shall be shown separately within the table.

g. **Cost Proposal**

Provide the Cost Proposal in a separately sealed envelope. The electronic copy of the proposal must not include the Cost Proposal. The submitted cost information must represent the full estimated LOE and project schedule included in the consultant's proposal. SacSewer will open the cost proposal envelope for the selected consultant for the purpose of negotiating an agreement. SacSewer will return sealed cost proposal envelopes from unselected consultants after contract execution.

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

- i. Direct hourly labor rates for those staff to be billed to the project.
- ii. Estimated labor hours (LOE) and fee by task.
- iii. Types and estimated amount of non-labor costs to be billed to the project.
- iv. Adjustments in rates predicted to occur during the project. For budgeting purposes, a maximum escalation rate of 3 percent per year should be assumed and will be discussed during fee negotiations.
- v. Sub-consultant costs. A maximum markup of 5 percent is permitted.
- vi. Other direct costs (ODCs). A maximum markup of 5 percent is permitted.
- vii. Lodging, meals, and travel shall be reimbursed as follows:
 1. Per diem for lodging (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work night, up to five (5) nights per week.
 2. Per diem for meals and incidentals (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work day, up to five (5) days per week.
 3. Airfare and local and home transportation costs will be reimbursed at cost.
 4. Mileage will be reimbursed at the current IRS rate which can be accessed by clicking the following link: <https://www.irs.gov/tax-professionals/standard-mileage-rates>

h. **Project Schedule**

A schedule for completion of the project shall be submitted with the proposal. All major outputs and meetings shall be included on the schedule, and time shall be allocated for staff review.

i. **Conflicts of Interest**

Firms submitting proposals in response to this RFP must disclose to SacSewer any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to

the firm, management, or employees of the firm or other persons relative to the services to be provided to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect must be included in the proposal. Consultants must submit with their proposal a completed “Conflict of Interest and Non-Collusion Affidavit” Form attached here to as Attachment A.

j. **Proprietary Information**

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

k. **Insurance**

Provide a summary of the consultant’s present and proposed insurance coverage, including commercial general liability, automobile liability, workers’ compensation, property damage, employer’s liability, and professional liability or errors and omissions liability for the duration of the contract. Please see Attachment B - Sample Agreement and refer to its Exhibit B for SacSewer insurance requirements.

l. **Department of Industrial Relations (DIR) Compliance**

Consultants must provide valid DIR registration numbers for consultant’s personnel and sub-consultants performing public works tasks.

- i. If applicable to work contemplated under the proposed Agreement, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- ii. If applicable to work contemplated under the proposed Agreement, no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- iii. If applicable to work contemplated under the proposed Agreement, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- iv. Labor Compliance Program: The County of Sacramento received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance Program and prevailing wage requirements should be directed to the Labor Compliance Section at (916) 875-2711.
- v. The County of Sacramento Labor Compliance Program will act as an agent of SacSewer and monitor this project for compliance.
- vi. Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file at the office of the County of Sacramento Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento, CA 95827, and are also available on the internet at <http://www.dir.ca.gov/DLSR/PWD>.

m. **References**

Provide a minimum of three public agency contacts for which your project manager and key team members (as members of your firm) have provided similar services. Provide the name, address, telephone number, and e-mail address of the representative for each of the references.

n. **Employment Practices**

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

o. **Exceptions to Sample Agreement Terms and Conditions**

Provide a list of specific exceptions to contract terms and conditions which the consultant will seek from SacSewer's Sample Agreement. The Sample Agreement is incorporated into this RFP package as Attachment B.

If a consultant does not seek any exceptions from the contract terms and conditions in SacSewer's Sample Agreement, then a statement stating such must be included in this section.

p. **Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia's Action in Ukraine**

Please see Section 14 of this RFP for additional information on the Iran Contracting Act Disclosure Form and Compliance with Economic Sanctions in Response to Russia's Action in Ukraine. If either or both forms are completed, they must be placed in this section of the proposal.

If a consultant’s proposal does not meet the requirement for either condition, then a statement stating such must be included in this section.

q. **Resumes**

Include full resumes, sorted first by firm, then by last name, that provide key areas of expertise for each consultant team member identified in Section b. – Consultant Team.

10. **PROPOSAL SUBMISSION INSTRUCTIONS**

Please submit a total of one (1) signed original, three (3) hard copies sets, and one (1) electronic digital media copy on USB flash drive by the proposal submission deadline stated in Section 4 of this RFP. A submitted proposal should be addressed to the following:

Deliver To:
EchoWater Resource Recovery Facility
Attn: Gerardo Aguirre
8521 Laguna Station Road,
Elk Grove, CA 95758

Proposals received after the deadline stated in Section 4 of this RFP will not be accepted.

11. **PROPOSAL RATING CRITERIA**

The criteria for evaluating the written proposals are described below:

Criteria	Point Value
Overall Responsiveness to RFP Requirements	5
Company Background	5
Project Overview	5
Detailed Project Approach	10
Related Experience	15
Consultant Team	25
Level of Effort	25
Schedule	10
Total	100

12. SELECTION PROCESS

Interested consultants must submit a complete proposal document, with organization and content consistent with Section 9 of this RFP, by the proposal submission deadline stated in Section 4 of this RFP.

Ranking of the proposals will be based on capability/qualifications criteria. Proposals will be evaluated in three phases as follows:

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

- 1) Proper completion and submittal of required proposal documents; and
- 2) Demonstration of related project experience requirement met.

Phase 2: Proposals that meet the requirements in Phase 1 will be evaluated and scored using the table in Section 11 of this RFP. The table identifies criteria used in the determination of the final proposal ranking. Those proposals with a weighted score of less than 60 will be disqualified. Based upon the evaluation of the proposals and reference checks, the most responsive proposals may be invited to an interview to further aid the selection process. SacSewer may also elect to complete the consultant evaluation and selection without going through the interview process.

Phase 3: Cost information for the highest ranked proposal (and interview, if conducted) will be opened and SacSewer will enter into negotiations with the consultant. If a mutually agreeable contract is unable to be negotiated, SacSewer will conclude negotiations with said consultant, and commence negotiations with the consultant with the next highest ranked proposal. This process will continue until an agreement is successfully negotiated or the entire list of eligible consultants is exhausted. Once a mutually agreeable contract is executed, the remaining sealed cost proposals will be returned to remaining consultants.

SacSewer reserves the right:

- **To reject any or all Proposals, or any part thereof; and**
- **To select more than one consultant; and**
- **To waive any informality in the Proposal; and**
- **To accept the Proposal that is in the best interest of SacSewer.**

All SacSewer's decisions will be final.

13. AWARD OF CONTRACT

Award of contract shall be made to the consultant who provides the best value and overall response to the requirements of this RFP. SacSewer may select whichever proposal it determines will best serve its interests. The successful consultant will be selected in accordance with the selection process identified in Section 12 of this RFP, and any addenda thereto, except for such immaterial deviation as may be waived by SacSewer. Selection is expected to be made March 2026, subject to final approval by the SacSewer Board of Directors.

14. ADDITIONAL TERMS AND CONDITIONS

a. Federal Exclusion List

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

b. Revision of Proposal

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

c. Errors and Omissions in Proposal

Failure by SacSewer to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the consultant from full compliance with the specifications of the RFP or any Agreement awarded pursuant to the RFP.

d. Iran Contracting Act Disclosure

Pursuant to the Iran Contract Act of 2010 (California Public Contract Code, Sections 2202-2208), consultants are ineligible to submit a proposal for projects with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran.

The Iran Contracting Act Disclosure Form, incorporated into this RFP package as Attachment C, shall be completed and submitted by participating firms if the total cost of their proposed solution is in excess of \$1,000,000. The Iran Contracting Act Disclosure Form will also need to be completed by the awarded consultant(s) if the total value of their agreement exceeds \$1,000,000 during its entire term.

e. Economic Sanctions

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SacSewer shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Order is in effect.

Compliance With Economic Sanctions In Response To Russia's Actions In Ukraine Form, incorporated into this RFP package as Attachment D, shall be completed and submitted by the participating firms if the total cost of their proposed solution is in excess of \$5,000,000. Compliance With Economic Sanctions In Response To Russia's Actions In Ukraine form will also need to be completed by the awarded consultant(s) if the total value of their agreement exceeds \$5,000,000 during its entire term. SacSewer shall keep the form and other supporting documentation on file as evidence of compliance with the Order.

(ATTACHMENTS FOLLOW)

ATTACHMENT A

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

ATTACHMENT B
SACRAMENTO AREA SEWER DISTRICT

AGREEMENT FOR
(Title)

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

RECITALS

WHEREAS, SacSewer determined that it is desirable to retain a consultant to provide for [description of services to be rendered]; and

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

WHEREAS, SacSewer issued a Request for Proposal (RFP) and selected CONSULTANT from among the respondents because CONSULTANT meets SacSewer's needs and provides the best value; and

WHEREAS, SacSewer 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, SacSewer and CONSULTANT agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide services in the amount, type and manner described in Exhibit [Identifier], 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 SACSEWER:

Sacramento Area Sewer District
10060 Goethe Rd.
Sacramento, CA 95827
Attn: Contracts Payment Desk

TO CONSULTANT:

Name
Address
Attn:

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

4. **COMPLIANCE WITH LAWS**

CONSULTANT shall observe and comply with all applicable federal, state, and county and SacSewer 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. **ECONOMIC SANCTIONS**

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SacSewer shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

7. **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 (County) and all other appropriate governmental agencies, including any certification and credentials required by SacSewer. 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 SacSewer.

B. CONSULTANT further certifies to SacSewer 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.

8. 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.

9. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE

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

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

C. Labor Compliance Program: The County received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance Program and prevailing wage requirements should be directed to the Labor Compliance Section at (916) 875-2711.

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

10. PERFORMANCE STANDARDS

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

11. 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 SacSewer and shall be delivered to SacSewer 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 SacSewer. SacSewer 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.

12. 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 SacSewer. SacSewer is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent contractor, CONSULTANT hereby agrees to indemnify, defend, and hold SacSewer harmless from any and all claims, including reasonable attorneys' fees, that may be made against SacSewer 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 SacSewer 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 SacSewer 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 SacSewer, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as an SacSewer employee, right to act on behalf of SacSewer in any capacity whatsoever as agent, nor to bind SacSewer 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 SacSewer to employees of SacSewer.

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.

[AND – Optional based on in state vs out-of-state service provider]

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

13. CONSULTANT IDENTIFICATION

CONSULTANT shall provide SacSewer 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.

14. **COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

A. CONSULTANT's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B. CONSULTANT's failure to cure such default within 90 days of notice by SacSewer shall be grounds for termination of this Agreement.

15. **BENEFITS WAIVER**

If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from SacSewer: 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 SacSewer's Employee Benefits documents for all of its Employee Groups, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between SacSewer and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from SacSewer, CONSULTANT hereby agrees to indemnify, defend, and hold SacSewer harmless from any and all claims, including reasonable attorneys' fees, that may be made against SacSewer for such benefits.

16. **RETIREMENT BENEFITS/STATUS**

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

17. **SCERS POST RETIREMENT EMPLOYMENT POLICY**

A. Any employee of, or contractor retained by, CONSULTANT who is retired from County or SacSewer service is subject to SCERS Post Retirement Employment Policy and must adhere to limitations on post-retirement service, including a 180-day waiting period

before working for the County or SacSewer, and a 960-hour per calendar year cap when working for the County or SacSewer.

B. CONSULTANT shall report to SacSewer in writing, the names of current and future employees who will provide services under this Agreement, that are retired from County or SacSewer employment.

C. CONSULTANT must report to SacSewer in writing on a semi-annual basis (January 5th and July 5th of each calendar year), the names of employees retired from County or SacSewer employment providing services under this Agreement, and hours those employees have worked during the applicable reporting period. CONSULTANT shall submit reports to SDASCERSReporting@sacsewer.com.

D. CONSULTANT shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

18. 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.

19. 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 SacSewer, 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.

20. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

A. CONSULTANT agrees and assures SacSewer 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 SacSewer, 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 SacSewer 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.

21. **INDEMNIFICATION**

To the fullest extent permitted by law, for work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless SacSewer and County of Sacramento, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by SacSewer directly attributable to the performance of CONSULTANT, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, CONSULTANT's sub-consultants or subcontractors at any tier, or any other party for which CONSULTANT is legally liable under law.

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

Notwithstanding the foregoing, the parties expressly agree that CONSULTANT's defense obligation under this indemnity obligation shall require CONSULTANT to defend the Indemnified Parties until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under law. In the event that fault is apportioned between SacSewer and CONSULTANT, CONSULTANT's final cost of defense shall not exceed its proportionate percentage of fault. To the extent that CONSULTANT's cost of defense exceeds its proportionate percentage of fault, SacSewer shall reimburse CONSULTANT. If requested by SacSewer, CONSULTANT agrees to participate, at its own expense, in the defense of a Claim to provide testimony or to produce documents or other relevant information.

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

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

22. 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 [Identifier]. 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 [Identifier]. It is understood and agreed that SacSewer shall not pay any sum to CONSULTANT under this Agreement unless and until SacSewer 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.

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

24. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit [Identifier], or Exhibit [Identifier] as modified by SacSewer in accordance with express provisions in this Agreement.

B. CONSULTANT shall submit an invoice in accordance with the procedures prescribed by SacSewer [insert applicable option, e.g. on a monthly basis, upon completion of services, etc., as appropriate and change the following submittal language as needed.] for services provided. Invoices shall be submitted to SacSewer no later than the fifteenth (15th) day following the invoice period, and SacSewer shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.

C. SacSewer 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 SacSewer unless CONSULTANT has obtained prior written SacSewer 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, SacSewer may withhold payment until such non-compliance has been corrected.

25. SUBCONTRACTS, ASSIGNMENT

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

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

26. 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 SacSewer unless agreed in writing by the District Engineer and counsel for SacSewer.

27. SUCCESSORS

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

28. TIME

Time is of the essence of this Agreement.

29. 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.

30. DISTRICT ENGINEER

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

31. 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. SacSewer 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.

32. TERMINATION

A. SacSewer may terminate this Agreement without cause upon [number of days] 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 SacSewer 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. SacSewer 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, SacSewer may proceed with the work in any manner deemed proper by SacSewer. If notice of termination for cause is given by SacSewer 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. SacSewer 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 SacSewer 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 SacSewer's yearly proposed and/or final budget are not appropriated by SacSewer 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 SacSewer as a result of mid-year budget reductions.

D. If this Agreement is terminated by SacSewer 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 SacSewer copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any

tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

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

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

[AND]

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

33. 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. SacSewer shall explain procedures for reporting the required information.

34. AUDITS AND RECORDS

A. Upon SacSewer's request, SacSewer 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 SacSewer 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 SacSewer's request at SacSewer's expense. SacSewer 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.

B. CONSULTANT recognizes that SacSewer records are accessible to the public, and must be made promptly available to a requestor, and CONSULTANT agrees to provide the appropriate facilities and services in full compliance with the California Public Records Act when directed by SacSewer to do so. CONSULTANT will follow SacSewer guidance and instruction in the case of any Public Records Act requests. If the CONSULTANT terminates or sells its business, it shall promptly notify SacSewer, and provide options to SacSewer for the disposition of its records. This provision shall survive in the event of termination of this Agreement.

35. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between SacSewer and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or

written, between SacSewer and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

36. 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.

37. FORCE MAJEURE

Neither CONSULTANT nor SacSewer 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).

38. 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.

39. DUPLICATE COUNTERPARTS

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

40. 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 AREA SEWER DISTRICT, [CONSULTANT's name, nature of business]
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 et.seq.

By: _____
Christoph Dobson, District Engineer

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

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

Agenda Date: _____

Item Number: _____

Resolution No.: _____

THIS AGREEMENT FORMAT HAS BEEN APPROVED BY DISTRICT COUNSEL
[OR]
CONTRACT AND CONSULTANT TAX STATUS REVIEWED AND APPROVED BY
DISTRICT COUNSEL

By: _____
Click or tap here to enter text.
Click or tap here to enter text.

Date: _____

Prepared by: _____
Click or tap here to enter text., [Title]
Finance Department

**EXHIBIT A to Agreement
Between
SACRAMENTO AREA SEWER DISTRICT
And _____**

SCOPE OF SERVICES

1. SERVICE LOCATION(S)

- A. Facility Name(s): FACILITY
- B. Street Address: STREET
- C. City and Zip Code: CITY

2. REQUEST FOR PROPOSAL [AND/OR] CONSULTANT'S PROPOSAL

A. The scope of services to be provided by this Agreement consists of those services set forth in CONSULTANT's Proposal dated [Date] attached hereto as Attachment [Identifier] 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 SacSewer's Request for Proposal (RFP) dated [Date], and CONSULTANT's Proposal dated [Date]. Both the RFP and the Proposal are hereby incorporated into this Agreement as Attachments [Identifier] and [Identifier], 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 SacSewer.

[Optional]

C. ON-CALL OR SPECIAL SERVICES

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

3. SCHEDULE

A. CONSULTANT shall complete the services in an expeditious manner and transmit all applicable materials to SacSewer as stated in Attachment [Identifier] or as mutually adjusted with SacSewer's Project Manager.

[OR]

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

4. RESPONSIBILITIES OF SACSEWER AND CONSULTANT FOR SCOPE

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

SacSewer:

NAME:
PHONE:
FAX:
E-MAIL:

CONSULTANT:

NAME:
PHONE:
FAX:
E-MAIL:

SAMPLE

EXHIBIT B to Agreement
between
SACRAMENTO AREA SEWER DISTRICT
And _____

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

A. 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 SacSewer Risk Manager.

B. 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.

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

D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONSULTANT'S profession.

E. CYBER LIABILITY, INCLUDING IDENTITY THEFT, INFORMATION AND NETWORK SECURITY and PRIVACY INJURY:

Coverage shall include but is not limited to:

- (1) Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.
- (2) Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
- (3) Administrative expenses for forensic expenses and legal services.
- (4) Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
- (5) Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

F. 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:

A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

(1) General Aggregate:	\$5,000,000
(2) Products Comp/Op Aggregate:	\$5,000,000
(3) Personal & Adv. Injury:	\$5,000,000
(4) Each Occurrence:	\$5,000,000

B. Automobile Liability:

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

C. Workers' Compensation: Statutory.

- D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- E. Professional Liability : \$2,000,000 per claim and aggregate.
- F. Cyber Liability including errors and omissions, Identity Theft, Information Security and Privacy Injury Liability: \$2,000,000 per claim or incident and \$2,000,000 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 accepted by SacSewer.

5. **Claims Made Professional Liability Insurance**

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

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. **Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

7. **All Policies:**

- A. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. SACRAMENTO 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 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 AREA SEWER DISTRICT with evidence of each policy's renewal within ten (10) days after its anniversary date. CONSULTANT is required by this Agreement to immediately notify SACRAMENTO AREA SEWER DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits (except for reduction due to claims), 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 AREA SEWER DISTRICT, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an “Additional Insured Party,” and collectively “Additional Insured Parties”), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT in the performance of work; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT in the performance of the work; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.
- B. **PRIMARY INSURANCE:** For any claims related to this agreement, CONSULTANT’s insurance coverage shall be primary insurance as respects any insurance or self-insurance maintained by the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of CONSULTANT’s insurance and shall not contribute with it.
- C. **SEVERABILITY OF INTEREST:** CONSULTANT’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- D. **SUBCONTRACTORS:** CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANT’s subcontractor.
9. **Professional Liability:**
- PROFESSIONAL LIABILITY PROVISION:** Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands, and actions arising out of or resulting from professional services provided under this Agreement.
10. **Workers’ Compensation:**
- WORKERS’ COMPENSATION WAIVER OF SUBROGATION:** The workers’ compensation policy required hereunder shall be endorsed (via a specific endorsement or as required by written contract) to state that the workers’ compensation carrier waives its right of subrogation against the SACRAMENTO AREA SEWER DISTRICT, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, 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 AREA SEWER DISTRICT, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents
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 AREA SEWER DISTRICT, or any Additional Insured Party, CONSULTANT shall give prompt and timely notice thereof to SACRAMENTO AREA SEWER DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

SAMPLE

**EXHIBIT C to Agreement
between
SACRAMENTO AREA SEWER 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 Proposal, attached hereto as Attachment [Identifier] and by this reference incorporated herein, and shall not exceed \$ _____. The rates stated in Attachment [Identifier] shall apply for all services provided throughout the term of this Agreement. Total compensation, including fees, expenses, and profit for services rendered by CONSULTANT shall not exceed the Maximum Total Payment Amount under this Agreement listed above.

B. Special or Optional Services: Compensation in the amount of \$ _____ for services identified in Exhibit [Identifier] as special or optional services may only be released upon written authorization by the District Engineer, or duly authorized designee.

C. Contingency: An additional contingency in the amount of \$ _____ is hereby established for possible additional services that may be identified during performance of the work covered by this Agreement and which are within the general work parameters of this Agreement. Such contingency may only be released upon written authorization by the District Engineer.

D. Rate Increases: SacSewer's Project Manager and CONSULTANT may negotiate an adjustment to rates effective January 1st of each year throughout the term of this Agreement, effective January 1, 20[XX], 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 SacSewer's Project Manager not less than 30 days prior to said effective date.

Rate increases may only be initiated upon written authorization by the SacSewer'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.

For employees subject to State Prevailing Wages, annual escalations, if any, shall be effective the date(s) stipulated by the Director of Industrial Relations (DIR).

E. Consultant Expenses:

(1) Non-Reimbursable Expenses Are As Follows: Non-reimbursable expenses include alcoholic beverages, expenses associated with a non-employee who accompanies the employee on official business, personal expenses, and traffic fines or parking tickets.

(2) Invoices: CONSULTANT must submit itemized invoices that detail labor hours and expenses. In order to be reimbursed for travel related expenses, CONSULTANT must submit itemized invoices for airfare, hotel stays, cab or shuttle fees, restaurant fees, and related expenses. CONSULTANT must separate out line items for non-taxable expenses.

(3) Lodging, Meals, and Travel: Lodging, meals, and travel during this contract period shall be reimbursed as follows:

- a. Per diem for lodging (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work night, up to five nights per week.
- b. Per diem for meals and incidentals (equal to the federal standard CONUS per diem rate for Sacramento County at the time of contract negotiation) will be reimbursed for each work day, up to five days per week.
- c. Airfare and local and home transportation costs will be reimbursed at cost with no markup.
- d. Mileage will be reimbursed at the current IRS rate which can be accessed by clicking the following link: <https://www.irs.gov/tax-professionals/standard-mileage-rates>

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

3. CONSULTANT COMPLIANCE WITH REQUIREMENTS OF CONTRACT FUNDING RESOURCES

State Of California Grant Funding - Clean Water State Revolving Fund (SRF) Regulations/Proposition 1

As compensation for services rendered under this Agreement is funded by State grant monies in conjunction with the SRF/Proposition 1, concerning invoices issued under contract, Consultant is required to segregate expenses into categories including eligible, and those identified as ineligible, pursuant to the State Water Resources Control Board SRF Policy. For information on what constitutes an ineligible expense please visit the following [web link for details:](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/fy1213/final_policy_0513.pdf)

Expenses incurred for lodging, meals, and travel shall be reimbursed as follows:

Per Diem for lodging (up to the California State HR Per Diem rate) will be reimbursed for each work night, up to five (5) nights per week.

Per Diem for meals and incidentals (up to the California State HR Per Diem rate) will be reimbursed for each work day, up to five (5) days per week.

For information on California State HR Per Diem rates please visit the following web link for details: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

4. **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 SacSewer's Project Manager. CONSULTANT shall promptly notify SacSewer'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. SacSewer'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.

5. **WORK NOT IN SCOPE OF SERVICES**

CONSULTANT shall immediately notify SacSewer's Project Manager in writing of any work that SacSewer 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.

6. **NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION**

CONSULTANT shall notify SacSewer'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.

7. **SUBMISSION OF INVOICES**

CONSULTANT shall address and submit all invoices associated with this Agreement by electronic means, including via email to sacsewerap@sacsewer.com, or U.S. mail or personal delivery to the following address:

Sacramento Area Sewer District
10060 Goethe Road
Sacramento, CA 95827
ATTN: CONTRACTS ACCOUNTS PAYABLE

CONSULTANT shall include the following information on all invoices:

- (1) Contract Number: Click or tap here to enter text.
- (2) Project Name: Click or tap here to enter text.
- (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 SacSewer

SacSewer 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.

8. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, SacSewer shall address and submit payments to CONSULTANT at [address in the Notice provision of this Agreement or the following address]

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 SacSewer, which shall be effective upon receipt.

ATTACHMENT C

IRAN CONTRACTING ACT DISCLOSURE FORM

(California Public Contract Code, sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a Sacramento Area Sewer District contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please provide your vendor or financial institution name and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

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OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

ATTACHMENT D

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.

NOTICE

Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

<i>Contractor/Grantee Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date</i>		

Attach a report to this notice form and return it as described in Section 13 of the RFP, describing the steps, if any, you have taken in response to Russia's actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

Sacramento Area Sewer District Electrification Study

SACRAMENTO MUNICIPAL UTILITY DISTRICT

OCTOBER 7, 2025 | REV01



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Executive Summary

The analysis prepared for Sacramento Area Sewer District (SacSewer) for their complex at 6739 Laguna Station Rd in Elk Grove, CA is a selective electrification study aimed at evaluating heat pump alternatives for two existing dedicated outdoor air system (DOAS) units with gas-fired heating elements. Additional fossil fuel assets, including the heating hot water boiler plant, were not evaluated in this study.

Upon reviewing said heat pump alternatives, this analysis looked at opportunities for integration of heat recovery technology to reduce energy consumption further, as well as available electrical capacity to support these electrified loads.

Results and Recommendations

The existing DOAS units are reaching the end of their useful life. Upon evaluating three (3) like-for-like replacements, which still utilize natural gas for heating, and two (2) heat pump alternatives, it is recommended that SacSewer move forward with selecting a heat pump alternative. From an emissions reduction perspective, the heat pump unit best aligns with the District's strategic goal of investing in environmental sustainability by reducing onsite fossil fuels (Scope 1 emissions) at the Laguna Station Complex, while SMUD Power will aid in decreasing Scope 2 emissions as they work towards their 2030 Clean Energy Vision. From an operational standpoint, the heat pump unit will allow the District to reduce their annual utility costs for DOAS operation by approximately 12%, which supports the District's goal of ensuring long-term financial resiliency by optimizing operational expenditures.

A high-level heat recovery evaluation was also prepared as part of this analysis. The analysis put forth a runaround coil as the most effective energy recovery technology due to its capability to recover waste heat from the constant lab exhaust stream and ability to separate contaminated exhaust air from outside air stream. The calculations demonstrate a significant reduction in operational costs compared to both baseline (~35%) and heat pumps with no energy recovery ventilator (ERV) (~23%). Until SMUD reaches its 2030 Clean Energy Vision, the ERV solution also helps to mitigate Scope 2 emissions, with a roughly 25% emissions reduction compared to the no ERV solution.

The next steps recommended for the District would be to perform a life cycle cost analysis to compare the heat pump ERV and heat pump no ERV solutions, as the upfront cost of a custom runaround coil may prove too costly such that even with the operational savings, there is either minimal or no payback. Key components to the ERV design that need to be designed and priced are as follows:

- Coil in the exhaust airstream
- Coil in the outside air inlet of the DOAS
- Hydronic loop, including piping and pump components

Disclaimer

The intent of this report is to educate and provide information that enables a SMUD commercial customer to decide whether and how to support our region's transition to beneficial electrification. SMUD provides this report to the Customer at no cost as part of its effort to reduce regional carbon emissions. All load calculations, equipment capacities, and selections shall be confirmed by the customer's engineer of record during design activities.

While SMUD and its contractors work to provide the most accurate information available, it cannot represent or warrant the accuracy or completeness of the report. SMUD and its contractors shall have no liability to any party resulting from the use or contents of the report or from any action taken or inaction occurring in reliance on the report. Additionally, SMUD does not guarantee any energy savings, operational costs, prices or availability of products contained herein such as equipment recommended or electrical infrastructure that may be required. This report does not represent any contractual obligation on the part of SMUD or its contractors. These estimates are not a guarantee or quotation for the work to be carried out but rather an educational tool to aid in decision making.

For any electrification or energy retrofits that SacSewer plans to undertake, before any work is done and/or equipment is purchased, please engage the [SMUD Custom Retrofit](#) incentive program for potential incentives and technical support.

Existing Conditions

DOAS UNITS

At the Sacramento Area Sewer District (SacSewer) facilities located at 6739 Laguna Station Rd in Elk Grove, California, there are two (2) dedicated outside air systems (DOAS) units at Building L needing replacement. Both rooftop units have DX cooling and natural gas heating. Additionally, they were both installed in 2005, making them 20 years old at the time of this study.

According to the SacSewer staff, the units are unable to meet cooling setpoints when outdoor air temperatures exceed 104°F, despite being selected to do so. This is a concern due to the lab equipment within the space which is sensitive to warmer temperatures.

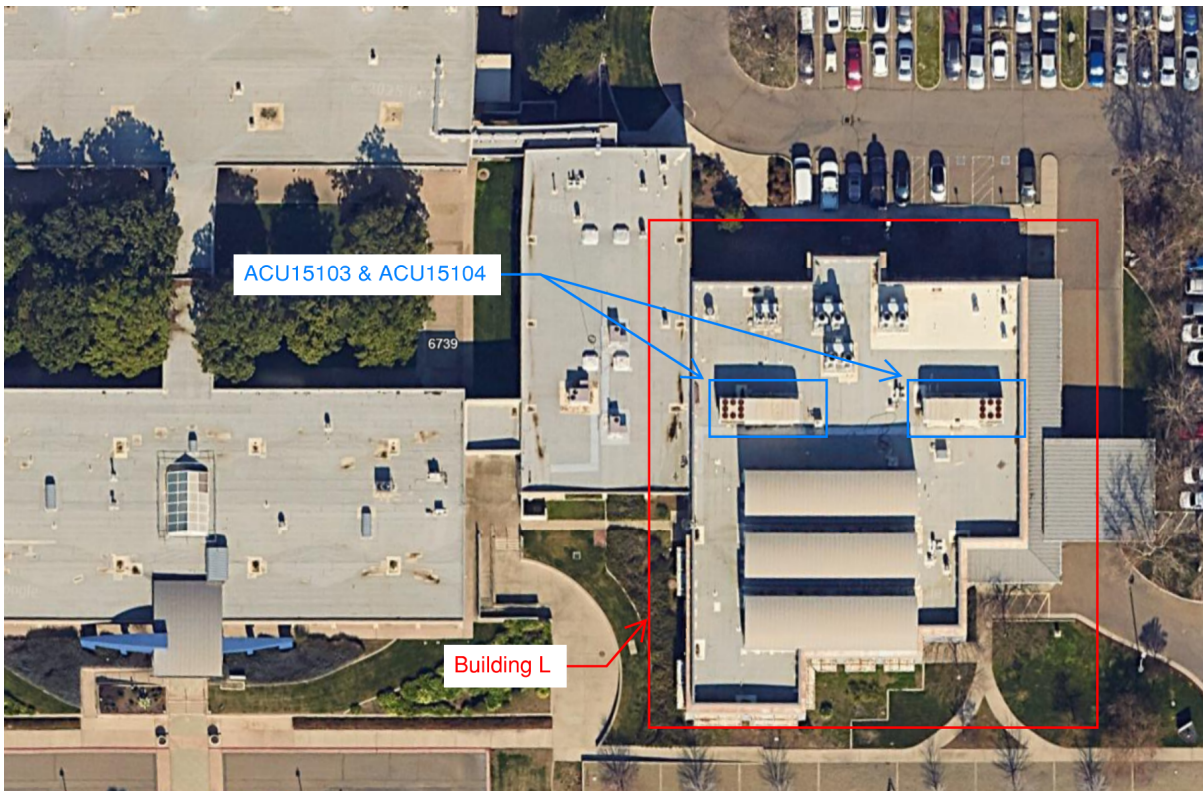


Figure 1 - Satellite Image of Sac Sewer Building L & DOAS Units

The existing DOAS units (ACU15103 & ACU15104) are 15,100 CFM and 15,320 CFM units respectively. Both units have staged compressors with six (6) stages of capacity control. The gas burners are modulating with a turndown ratio of 20 to 1.

AIR CONDITIONING UNIT SCHEDULE																									
EQUIPMENT NO.	MFR. MODEL NO. OR EQUAL	CFM	E.S.P. T.S.P. IN. WG.	COOLING CAP.		EER (EER)	GAS HEATING		VOLTAGE	SUPPLY FAN		COMPRESSOR		COND. FAN FLA	COMB. FAN FLA	EXHAUST FAN BHP	EXHAUST FAN FLA	POWER SUPPLY		MIN OSA (CFM)	UNIT OPER. WT. (LBS.)	EER	NOTES	SEE MTG DETAIL	SEE CONTROL DETAIL
				SENS. MBH	TOTAL MBH		INPUT MBH	OUTPUT MBH		BHP	FLA	LRA	RLA					MCA	MOCP						
(E)AHU-11001	EXISTING UNIT	23,000	1.2 3.0	---	770	85	---	547	480V 3φ 60Hz	25	---	---	---	---	---	---	---	---	---	6640	6300	---	2 & 4	---	1 M6.1
ACU12336	CARRIER 48FKE048	14,420	1.1 3.0	371.0	481.4	80	64	530	460V 3φ 60Hz	16.7	27	223	43.6	9.9	---	7.5	15.2	147.3	175	2460	8500	---	2, 3, 5 & 6	1 M5.4	1 M6.3
ACU12337	CARRIER 48FKD054	16,000	1.2 3.0	417.2	504	77	61	540	460V 3φ 60Hz	17.0	27	253	50.6	13.2	---	7.6	15.2	153.3	200	1650	11200	---	2, 3, 5 & 6	1 M5.4	1 M6.3
ACU12338	CARRIER 48HJD008	3000	0.60 1.2	78.0	79.6	78	62	90.0	460V 3φ 60Hz	2.54	3.6	44	6.4	2.0	0.30	1.0	1.7	23.7	30	500	1450	11.0	1, 2, 5 & 7	1 M5.4	4 M6.3
ACU12339	CARRIER 48HJD006	1980	0.40 1.0	48.4	56.9	76	60	50.0	460V 3φ 60Hz	1.01	2.6	62	9.0	0.8	0.30	0.5	1.1	18.5	25	255	975	11.0	1, 2, 5 & 7	1 M5.4	3 M6.2
ACU13501	CARRIER 48FKD034	7,750	1.0 2.0	244.4	302.4	80	64	264	460V 3φ 60Hz	7.5	11.0	120	28.8	6.6	---	3.4	9.6	92.0	110	1500	7400	---	2, 3, 5 & 6	1 M5.4	1 M6.2
ACU15100	CARRIER 48HJD007	2400	0.60 1.2	61.2	76.2	80	66	50.0	460V 3φ 60Hz	2.19	2.6	70	9.6	0.6	0.30	0.5	1.1	19.0	25	700	1020	11.0	1, 2, 5 & 7	4 M5.2	2 M6.4
ACU15101	CARRIER 48HJD009	3200	0.50 1.1	74.8	90.9	80	64	90.0	460V 3φ 60Hz	1.86	3.4	49.5	8.2	2.0	0.30	1.0	1.7	27.7	30	500	1460	10.8	1, 2, 5 & 7	4 M5.2	2 M6.4
ACU15102	CARRIER 48HJD006	2000	0.40 1.0	48.4	56.9	79	66	50.0	460V 3φ 60Hz	1.23	2.6	62	9.0	0.8	0.30	0.5	1.1	18.5	25	250	975	11.0	1, 2, 5 & 7	4 M5.2	2 M6.4
ACU15103	MCQUAY RPS090C	15,100	1.4 4.0	974.6	974.6	110	73.0	812	460V 3φ 60Hz	18.1	30.0	170	71	8.0	---	---	---	205.8	250	15,100	12280	---	2, 5 & 8	1 M5.4	1 M6.4
ACU15104	MCQUAY RPS090C	15,320	1.5 4.0	974.7	974.7	110	73.0	812	460V 3φ 60Hz	18.1	30.0	170	71	8.0	---	---	---	205.8	250	15,320	12280	---	2, 5 & 8	1 M5.4	1 M6.4

Figure 2 - Mechanical Schedule of Existing DOAS Units (Highlighted in Red)

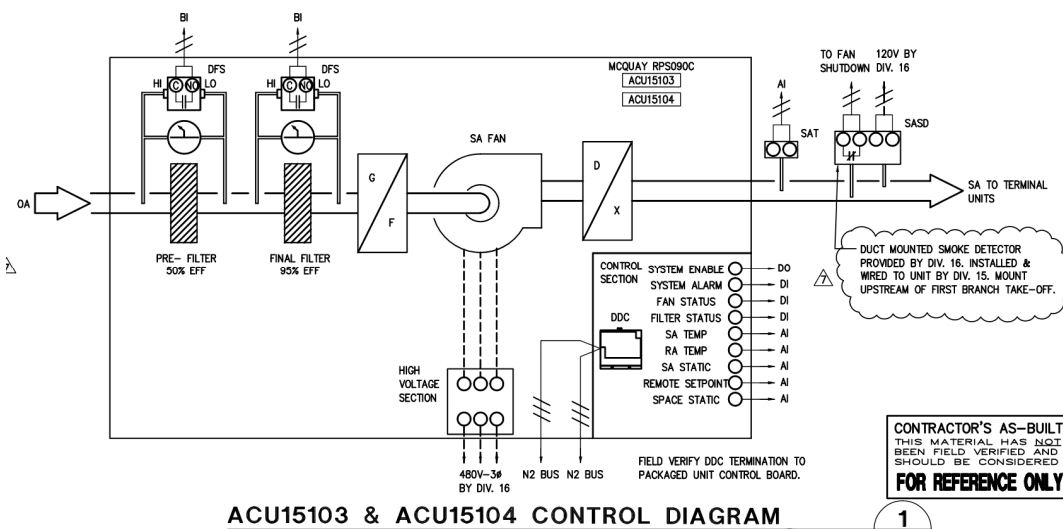


Figure 3 - Control Diagram of DOAS Units



Figure 4 - Rooftop DOAS Unit

ELECTRICAL INFRASTRUCTURE

Sacramento Sewer’s Building L is served by Motor Control Center MCC15D, which is fed from site switchgear SWR1D, rated 300A at 480V, 3phase. This 1600A, 480V, 3phase, MCC serves the two (2) existing ACUs (ACU15103 & ACU15104) via 400A breakers set at 250A trip and 3#4/0 AWG conductors. Each ACU is rated as 145.4kVA.

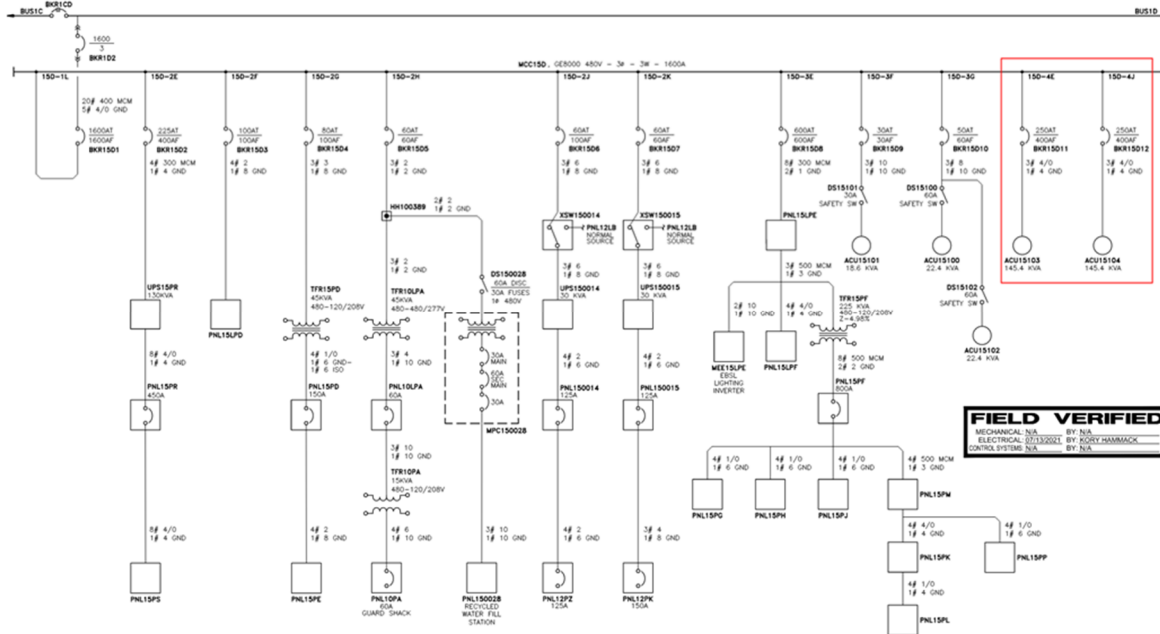


Figure 5 - MCC 15D Single Line Diagram

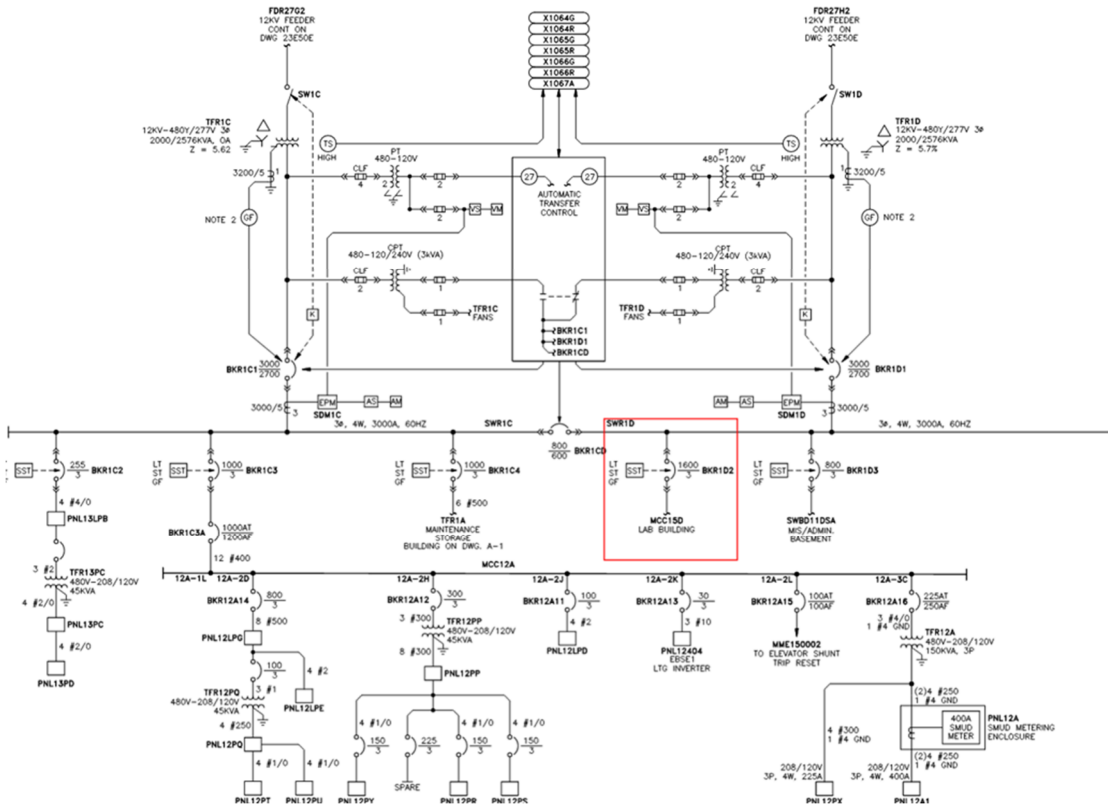


Figure 6 - Plant Single Line Diagram - MCC15D Connection to Main Service SWR1D



Figure 7 - Motor Control Center MCC15D

The electrical schedules from the construction drawings show that two (2) 2000kVA customer-owned, sub transmission, transformers with utility service at 69 kV are providing service to two (2) 480V, 3phase, 3000A buss switchgear. The switchgear provides a 1600A feed to MCC15D via 1600A drawout breaker. The MCC15D has a 1600A main breaker and 1600A buss. The metered connected max load of MCC15D is 291.5kW or 350A read on August 10, 2025. Per National Electrical Code (NEC), 125% of load is calculated, and we also take 125% on that based on weather factors, so an assumed load on the MCC is 455.5kW or 548.1A. The Main Breaker is assumed to be 80% rated of the 1600A, for 1280A. This leaves 731.9A available on the MCC for new work with that amount of remaining capacity.

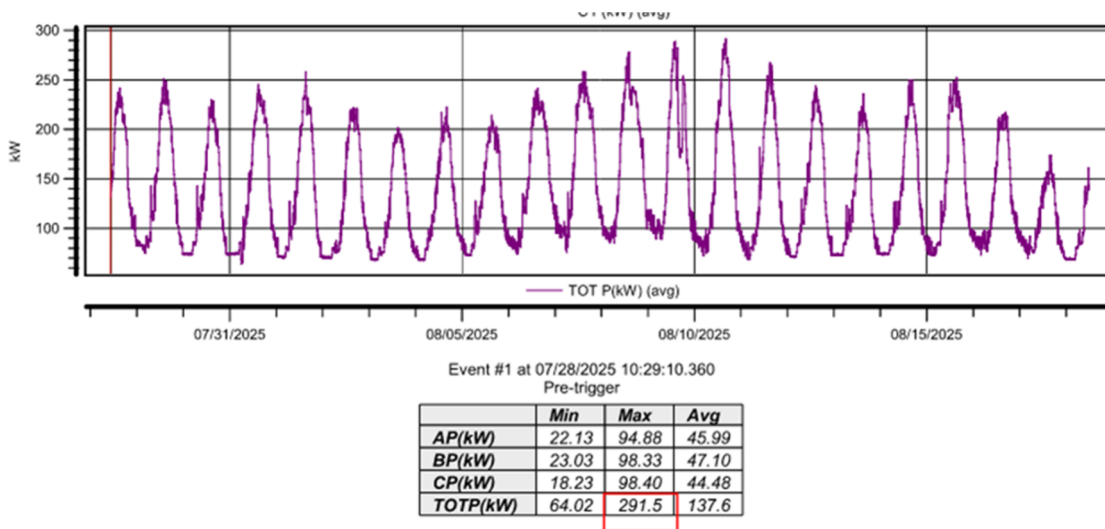


Figure 8 - Building Electrical Meter Data

Both the max metered demand and the total connected load are far below the max rating of the utility transformer (2- 2000kVA units). Given the significant level of remaining capacity, the building will be able to incorporate new electrified ACUs without any changes to the service or main switchboard. Limiting factors are possible with the unknown of the service distribution capacity and utility capacity. The MCC15D may also have limitations on the frame size of overcurrent protection devices that may be installed in the MCC. The current OCP are in 400A frames. If larger is required, confirm with manufacturers that the MCC is capable of housing over current protection with a larger frame.

EXISTING ENERGY CONSUMPTION

At the time of this analysis, SacSewer’s team did not have a dataset documenting total natural gas consumption for the complex at Laguna Station Rd. Metered gas consumption was provided for the complex’s space heating boilers, but the DOAS units in question operate independently of that system via direct gas-fired burners within the packaged units themselves.

Consequently, this analysis utilized as-built drawings to understand system operation and the sensible heat equation to approximate annual gas consumption for the two DOAS units feeding Building L’s laboratory spaces.

- 1) Sensible Heat Equation - $Q = 1.08 \times \text{CFM} \times (T2 - T1)$
 - a. 1.08 = industry-accepted sensible heat factor
 - b. Airflow = 30,100 CFM based on as-built terminal unit schedule
 - c. T2 = 60°F leaving air temperature, assumed supply air reset temperature, based on terminal unit schedule entering air temperature (EAT DB)
 - d. T1 = variable entering air temperature, reflective of ambient outside air, dry bulb temperature

Ambient outside air temperature was collected by utilizing Colmac’s 2024 EPW climate data for Sacramento, CA, which provides the hourly outside air, dry bulb temperature for the entire year. Our analysis calculated the sensible heat (Btu) for every hour in which the outside air temperature was less than 60°F. This resulted in 4,269 hours of assumed heating operation for the two DOAS units, which means approximately 50% of the year the gas-fired burners are engaged.

From an airflow perspective, based on as-built drawings, it is understood that all terminal units operate at a constant volume. Given the constant exhaust rates associated with laboratory spaces, it is assumed that Building L’s DOAS units operate 24/7 to provide makeup air to these spaces.

Based on the air conditioning unit schedule, it is also known that the DOAS units operate at 80% efficiency in heating mode (812 MBh input, yielding 650 MBh output).

The annual energy consumption and other key performance metrics are tabulated below for the DOAS units entire operation.

Table 1 - Existing Energy Consumption

Heating Mode Operation (hrs)	Annual Electricity Consumption (kWh)	Annual Gas Consumption (therms)	Annual Utility Cost (\$)	Annual Emissions (MTE CO2)
4,269	482,413	17,069	\$112,600	174

Electrification Strategies

To replace the existing units, Glumac has compared the following two strategies:

1. **Base Case:** Packaged DX with gas heat (replacement in-kind)
2. **Electrified Option:** Custom package DOAS with air-source heat pump heating

Options for various packaged heat pumps were reviewed for both custom and catalogued units. From conversations with equipment manufacturers, catalogued units are generally limited to only 60-70 tons of cooling capacity which is below the existing unit sizes. Moreover, heat pump options with staged compressors rather than variable speed compressors were also considered. However, equipment manufacturers indicated that custom packaged heat pump units in this size range are only offered in variable speed configurations. As such, the primary option for an electrified replacement is a custom packaged unit with variable speed compressors.

SELECTION COMPARISON

The following table lists the key data for selections from both options. There are three (3) base case selections with gas heating and two (2) electrified selections with air-source heat pumps. The table below shows information on a per unit basis, SacSewer would need to procure two of each unit to meet Building L's current demand.

Table 2 – Equipment Selections

Option	Manufacturer	Dimensions (L" x W" x H")	Weight (lbs)	% Increase Weight	# Fans	Refrigerant	MCA (Total)	Unit Cost
Existing	McQuay	336 x 96 x 126 ¹	12,280	-	1	R-22	412	-
Base Case - 1	AAON	278 x 142 x 105	14,307	16.5%	2	R-454B	502	\$ 237,500
Base Case - 2	Tempmaster	368 x 124 x 102	12,487	1.7%	2	R-454B	547	\$ 375,000
Base Case - 3	Daikin	368 x 124 x 102	15,789	28.6%	1	R-32	408	\$ 297,500
Electrified - 1	AnnexAir	356 x 116 x 110	14,000	14.0%	2	R-454B	778	\$ 390,000
Electrified - 2	Petra	298 x 88 x 92	13,400	9.1%	2	R-454B	488	\$ 260,000

Physical Constraints

The physical dimensions of these units vary with some units having a larger footprint and some being slightly smaller. Dimensionally, all options are similar enough to the existing McQuay units with minimal impact on the overall roof layout, however the equipment curbs will need to be replaced to match the new unit footprint. From a weight perspective, an increase in load should be anticipated for all replacement options. When weight increase exceeds 5%, a structural review of the proposed installation would be needed to determine if structural support strengthening is required. Consequently, only Base Case 2 (Tempmaster) would be exempt from this review.

Layouts are provided below for Base Case 1 and Electrified Selection 2. Both units demonstrate the lowest first cost compared to similar manufacturers. Electrified Selection 2 is the preferred all-electric option because it has a much lower MCA, or load that will be seen by the existing electrical infrastructure, than Electrified Selection 1. Spatially, the roof areas can support both options and are not obstructed by physical constraints.

¹ Height of existing unit is estimated due to lack of available data. Height is not a limiting factor for this rooftop application.

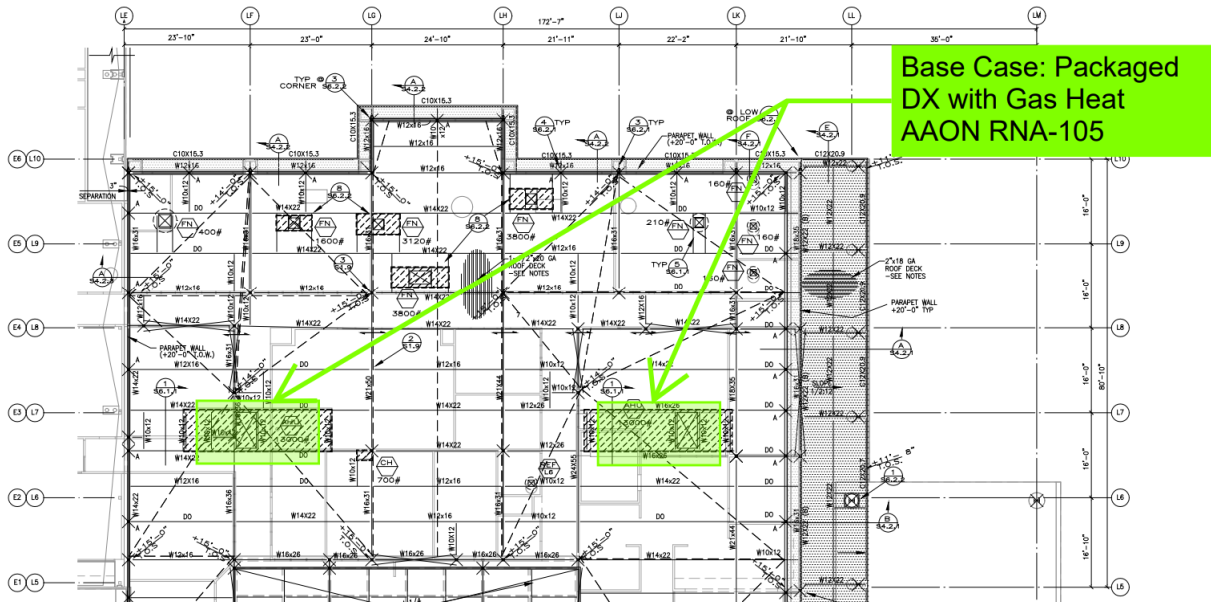


Figure 9 - Base Case 1 – AAON

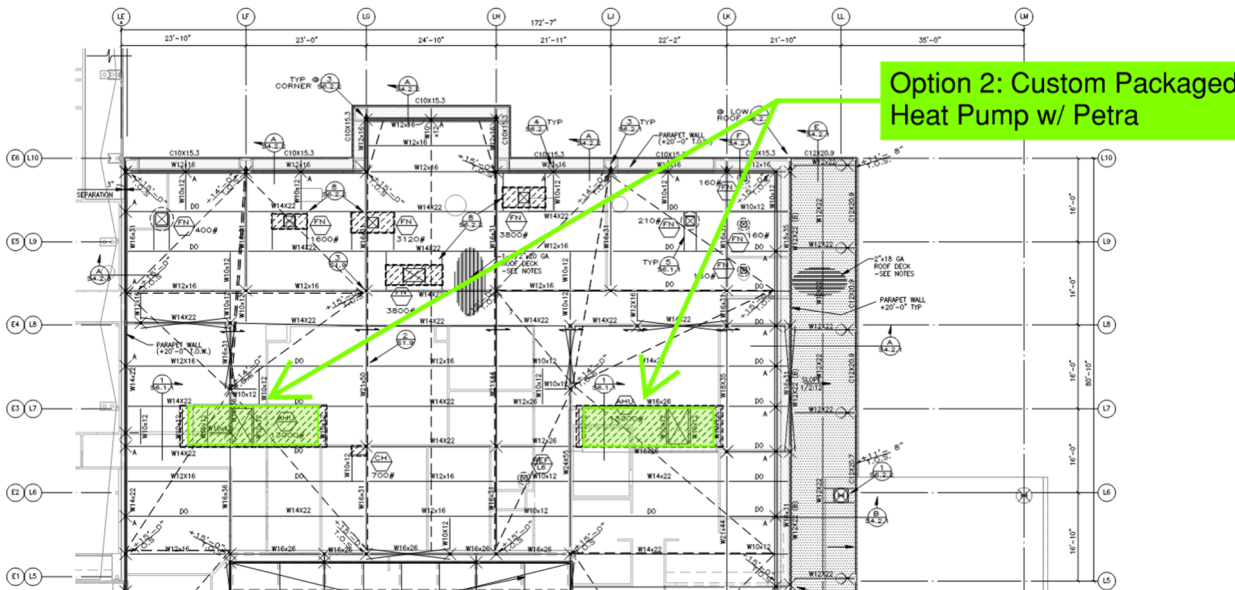


Figure 10 – Electrified Selection 1 – AnnexAir

Fans

The existing units utilize a single evaporator fan each to move air through the unit and into the served spaces. Most of the replacement units considered utilize two fans, each at roughly half capacity, to move the same amount of air. Unlike the existing condition, this provides Building L with redundancy, allowing approximately 50% of the building load to continue being served in the event of a fan failure.

Heat Recovery Potential

Typical heat recovery options include enthalpy wheels, thermal heat pipes, and runaround hydronic loops. The distance between the outside air inlet to the DOAS units and the exhaust fans serving the same laboratory space make enthalpy wheels and thermal heat pipes infeasible. Additionally, the potentially hazardous contents of the laboratory exhaust air stream are not suitable for an enthalpy wheel as it would expose the makeup outside air to contaminants. A custom, hydronic runaround loop is the most viable option and includes the installation of a coil at

the OSA inlet to the DOAS unit, a coil in the exhaust air stream, and a pump and piping system to circulate water between the two coils. During cooling, heat from incoming outside air is transferred to the exhaust air stream, thereby pre-cooling the air before the use of mechanical refrigeration. During heating, the heat from the exhaust air is transferred to the incoming outside air stream, thereby pre-heating the air before the application of heat from the heat pump.

Refer to the Energy Performance section for additional details about energy savings associated with this technology.

ELECTRICAL CONNECTIONS

Except for one Base Case – 3 (Daikin), the electrical connections are all higher than the existing units. The existing units have an overall MCA of 412 amps, and the replacements have an overall MCA ranging from 408 to 778 amps. To electrify the DOAS units at Building L, a heat pump heating alternative would need to be powered by the 480V MCC 'MCC15D'. As mentioned earlier in the report, 731.9A is currently available on the MCC for new work and can healthily support all Base Cases and Electrified Selection 2.

Electrified Selection 1 (AnnexAir) has a significantly higher MCA than the other units and is likely to put more strain on the existing electrical infrastructure, particularly on what the metered data is showing as allowable. Though 731A is available and demolition of the existing unit would free up additional load on the existing electrical infrastructure, it is not recommended to utilize the AnnexAir option as its MCA rating is too close to the allowable connected load. Additionally, capacity on existing electrical infrastructure should be minimized as much as possible so that if SacSewer is planning for future electrification projects, such as their boiler plant, there remains available capacity.

ENERGY PERFORMANCE

Four (4) DOAS configurations were evaluated as part of this analysis – baseline (existing unit), a like-for-like replacement (new gas unit), a heat pump DOAS unit, and a heat pump DOAS unit with energy recovery. The following table shows the annual energy use and key performance indicators for the entirety of the DOAS's operation.

Table 3 - DOAS Performance Comparison

Option	Annual Electricity Consumption (kWh) ²	Annual Natural Gas Consumption (therms) ³	Annual Emissions ⁴ (MTE CO2)	Annual Utility Costs (\$)	% Decrease in Annual Utility Cost
Baseline	482,413	17,069	174	\$112,600	-
Like-for-like Replacement	460,907	16,869	169	\$108,500	3.6%
Heat Pump DOAS Heating	584,004	0	101	\$99,300	11.8%
Heat Pump DOAS Heating + Energy Recovery	434,880	0	75	\$73,900	34.4%

² Based on average SMUD rate of \$0.17/kWh

³ Based on average PG&E rate of \$1.79/therm

⁴ Based on the following emissions factors – 0.00531 MTE/therm, 0.1726 MTE/MWh (SMUD 2023 PCL)

Replacing the existing DOAS with a new like-for-like gas unit has negligible impact in terms of reduced emissions and operational cost savings. This is a result of a marginal increase in equipment efficiency from 80% with the existing unit to 81% when employing either the new Tempmaster, AAON, or Daikin units.

Installing a heat pump DOAS unit will result in both energy and emissions reductions. Efficiency increases from 80% to a COP of 2.5 (250%), which results in a 12% reduction in their annual energy costs with the heat pump units. The heat pump unit completely removes Scope 1 emissions from DOAS operations, which leaves a remaining annual emission of around 100 MTE CO₂ from purely Scope 2 emissions.

Were SacSewer opting for a heat pump DOAS unit with a coupled run-around energy recovery loop, the anticipated cooling and heating energy could be further reduced. However, as described in the mechanical section above, this solution does lead to an increase in fan and pump energy. Net electricity consumption however does decrease by 25% compared to the heat pump unit with no energy recovery. The runaround loop also helps to reduce Scope 2 emissions by another 25 MTE CO₂ annually.

The last piece to assess is how SMUD's 2030 Clean Energy Vision is projected to assist in reducing SacSewer's Scope 2 emissions even further. SMUD's 2030 Clean Energy Vision⁵ aims to decarbonize its sources for its General Mix by 2030, meaning that Scope 2 emissions from their electricity supply to the facility may significantly decrease by 2030. SMUD customers can further guarantee that their electricity is carbon free is by signing on with [SMUD Greenergy®](#).

Figure 11 below illustrates the potential difference in net emissions between the existing operation and a fully electrified operation assuming electricity supplied from SMUD's General Mix and SMUD's electricity being decarbonized by 2030. The existing and like-for-like replacement units will retain remaining Scope 1 emissions of around 90 MTE, despite SMUD's clean power efforts in 2030, whereas the heat pump options demonstrate a zero emissions future.

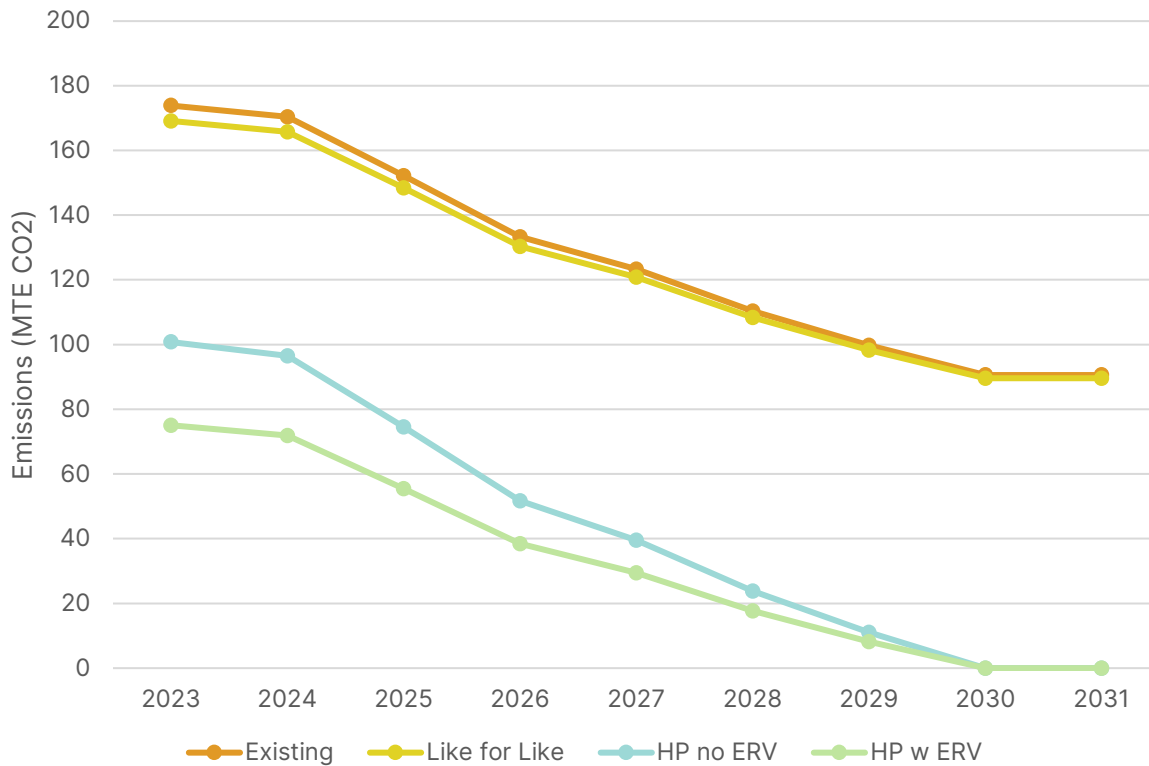


Figure 11 - Emissions Projections for DOAS Options

⁵ [2030 Clean Energy Vision](#)

AQMD Implications

The California Air Resources Board (CARB) oversees statewide emissions and has committed to eliminating natural gas water heating and furnaces by 2030. CARB regulations for zero emissions heaters and furnaces have not yet been defined and are still in progress.

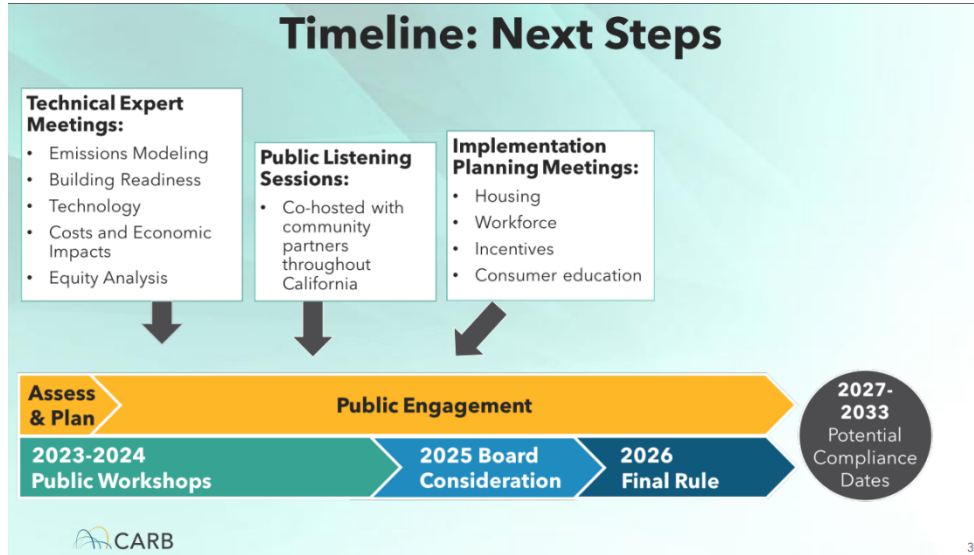


Figure 12 CARB timeline

Two local districts (Bay Area & South Coast AQMD's) within California have passed their own water heater and furnace rules ahead of the statewide CARB requirements. These new regulations will eliminate natural gas options for certain equipment types and accelerate the timing of building electrification.

The SCAQMD and BAAQMD amended rules mandate zero NOx emissions for boilers 2,000 MBH and under. BAAQMD also has rules mandating zero NOx emissions for all units under 175 MBh, rooftop units with cooling capacities under 5.4 tons, and water heaters 2,000 MBh and under. SacSewer's DOAS units do not meet the criteria seen thus far from either local AQMD, but it is something the District should continue monitoring when CARB issues their 2026 Final Ruling. Though not part of this study, the District should review remaining life on any remaining gas assets at the Laguna Station complex, such as the boilers and water heaters due to the trends we did see pass with the local AQMDs.

Compliance Timeline

The rule amendments will apply only to new appliances, and do not mandate retrofitting of existing appliances.

2027 – only zero NOx water heaters can be sold or installed in the Bay Area.
2029 – only zero NOx furnaces can be sold or installed in the Bay Area.
2031 – only zero NOx large commercial water heaters can be sold or installed in the Bay Area.

Figure 13 BAAQMD Timeline⁶

⁶ <https://www.baaqmd.gov/rules-and-compliance/rules/reg-9-rule-6-nitrogen-oxides-emissions-from-natural-gasfired-water-heaters>

Appendix – Equipment Cutsheets

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