



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 1/8/2013

Report Type: Consent

Title: Agreement: Sewer System Regulatory Assistance (I14110100)

Report ID: 2013-00019

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a professional services agreement with HDR Engineering, Inc., for services needed to comply with regulatory and consent decree requirements, for an amount not-to-exceed \$433,058.

Contact: Delia McGrath, Senior Engineer, (916) 808-5390, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Water Quality Engineering

Dept ID: 14001331

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Exhibit A - Agreement

City Attorney Review

Approved as to Form
Lan Wang
12/28/2012 4:37:01 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
12/19/2012 10:39:58 AM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 12/28/2012 9:35:32 AM



Description/Analysis

Issue: As required by the State, the City has coverage under the Statewide General Waste Discharge Requirements (WDR), Order No. 2006-0003, for the City-maintained and owned separated sewer system. In addition to these State regulations, the City must comply with the January 9, 2012, consent decree that resolved litigation filed by the California Sportfishing Protection Alliance (CSPA) that requires a reduction in sanitary sewer overflows in the City's separated sewer collection system.

HDR Engineering, Inc. was selected through a Request for Qualifications (RFQ) process to provide sewer system regulatory support services necessary to comply with these requirements for a period of up to three fiscal years. The Agreement's initial term includes professional services to be performed in the first phase of work, during the remainder of FY2012/13. The Agreement allows the initial term to be extended for subsequent one-year terms covering FY 2013/14 and 2014/15, upon approval of a supplemental agreement or supplemental agreements specifying the scope of services and payment provisions for the extended term(s).

Policy Considerations: This report's recommendations are consistent with the City's Strategic Plan Goals of enhancing and preserving the neighborhoods and supporting the economic vitality of the area.

Economic Impacts: None.

Environmental Considerations: The Environmental Planning Services Manager has reviewed the project and has determined that it is exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Sustainability: The project has been reviewed for consistency with the goals, policies, and targets of the Sustainability Master Plan and the 2030 General Plan. The project will advance these goals, policies, and targets by ensuring that the City continues to provide an adequate sewer service to its customers and with advancing the following goals:

1. Protecting and restoring the City's urban creeks and
2. Conserving the use and protection of sources of water.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: City Council approved funding for this project during FY2012/13 with adoption of the FY2012/13 budget. Engineering Services solicited qualifications from consulting firms. On August 24, 2012, the Department of Utilities received statements of qualifications from three firms. The selection committee subsequently selected HDR Engineering, Inc. as the top-ranked firm to perform the work.

Financial Considerations: The not-to-exceed cost for the professional services to be performed during the Agreement's initial term (the remainder of FY2012/13) is \$433,058. There are sufficient funds in I14110100 (Wastewater Fund 6006) for this agreement.

Emerging Small Business Development (ESBD): HDR Engineering, Inc. is not certified as an Emerging or Small Business Enterprise.

Background

As required by the State, the City has coverage under the Statewide General Waste Discharge Requirements (WDR) Order No. 2006-0003 for the City maintained and owned separated sewer system. Figure 1 indicates the separated sewer system and combined sewer system (CSS) operated by the Department of Utilities (DOU). The sewer system areas within the City boundary that are not operated by DOU are served by the Sacramento Area Sewer District.

The City separated system includes approximately 570 miles of sewer mains. The City does not own any of the service laterals connecting to the main lines. As required by the WDR, the City began reporting sewer overflows within this system to the State on-line public reporting database (CIWQS) on September 2, 2007, adopted a Sewer System Management Plan (SSMP) on April 21, 2009, and completed the first bi-annual audit of the SSMP in May, 2011.

While the SSMP audit was being conducted the City entered into negotiations with CSPA to resolve a complaint filed by the California Sportfishing Protection Alliance (CSPA) in the federal District Court on March 3, 2011. CSPA's complaint alleged various Clean Water Act violations arising from sanitary sewer overflows. The final consent decree between the City and CSPA was approved on January 9th, 2012. The consent decree is operative through December 31, 2017, and requires the following:

- Additional funding - phased in over 5 years
- Annual reductions in sewer overflows
- Accelerated system-wide cleaning and condition assessment
- Implementation of Targeted Grease and Root Control Programs
- Implementation of a Fats, Oil and Grease restaurant inspection and enforcement program
- System Repair and Rehabilitation

As indicated in Figure 1, the CSS is located within the City's downtown area. The CSS includes 257 miles of combined sewer mains and two combined sewage wastewater treatment plants. The WDR and CSPA consent decree are not applicable to the combined sewage system; however, DOU will develop consistent policies and procedures for both systems. The City is required to report CSS outflows to CIWQS.

Engineering Services solicited qualifications from consulting firms to assist the City with regulatory compliance with the State WDR and CSPA consent decree for

up to three years. On August 24, 2012, DOU received statements of qualifications from three firms. The selection committee included two representatives from the DOU Field Services Division, one representative from the DOU Engineering Division and one representative from the Sacramento Regional County Sanitation District. The selection committee selected HDR Engineering, Inc. for the work based on the proposal rating criteria that included scores for the company's applicable expertise, knowledge and experience; project team experience providing similar services and familiarity with relevant standards; project approach and availability/commitment of staff and resources; certification as an emerging and small business enterprise and certification as a local business enterprise. HDR Engineering met all of the RFQ requirements and was the highest ranked firm.

This FY 2012/13 Agreement with HDR Engineering, Inc is for a cost of \$433,058. There are sufficient funds in I14110100 (Sewer Fund 6006), for this agreement. The Agreement allows the initial term to be extended to subsequent one year terms covering FY 2013/14 and 2014/15, upon approval of a supplemental agreement specifying the scope of services and payment provisions for each extended term.

City of Sacramento Sewer Systems

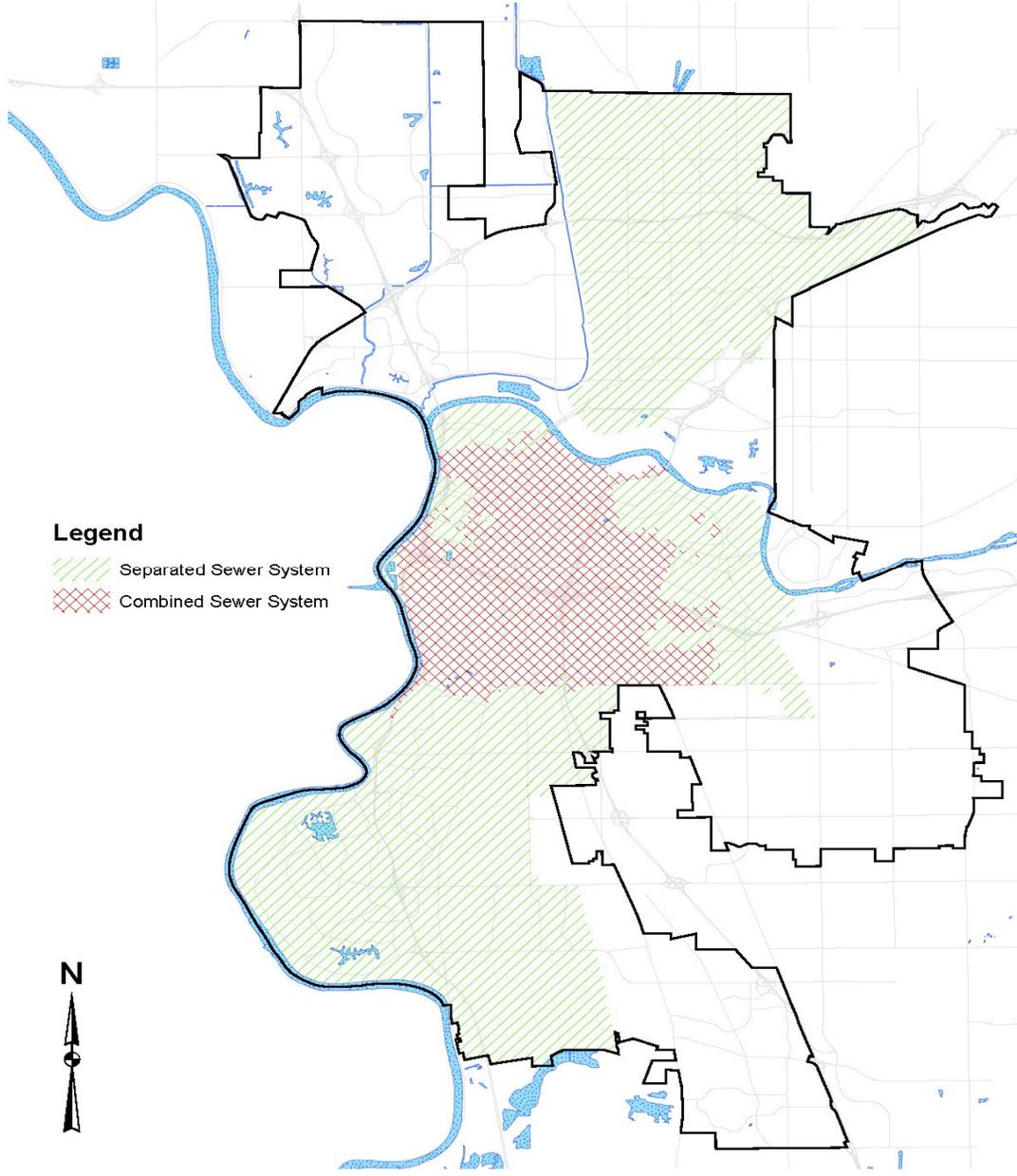


Figure 1



Requires Council Approval: No YES Meeting:

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: Professional Services	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: \$		Original Doc Number:
Other Party: HDR Engineering		Certified Copies of Document::
Project Name: Sewer System Regulatory Assistance		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: 114110100	Bid Transaction #: Q13141311008	E/SBE-DBE-M/WBE:

Department Information

Department: **Utilities** Division: **Engineering**
 Project Mgr: **Delia McGrath** Supervisor: **Sherill Huun**
 Contract Services: **Karen Parker** Date: **11/20/12** Division Mgr: **Bill Busath**
 Phone Number: **808-1424** Org Number: **14001331**
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>DM</i>	<i>11/20/12</i>
Accounting:		
Contract Services:		
Supervisor:		
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:		

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director		
Department Director:		
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received:
(City Clerk Stamp Here)

PROJECT #: I14110100
PROJECT NAME: Sewer System Regulatory Assistance
DEPARTMENT: Utilities
DIVISION: Engineering

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTS, LANDSCAPE
ARCHITECTS, PROFESSIONAL ENGINEERS,
AND PROFESSIONAL LAND SURVEYORS**

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Mr. Alex Palmatier, HDR Engineering
2365 Iron Point Road, Suite 300
Folsom, CA 95630
916-817-4717 phone*

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by

CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

CONTRACTOR:

By: _____

NAME OF FIRM

Print name: _____

Federal I.D. No.

Title: _____

State I.D. No.

For: John F. Shirey, City Manager

City of Sacramento Business Op. Tax Cert. No.

APPROVED TO AS FORM:

TYPE OF BUSINESS ENTITY (*check one*):

City Attorney

____ Individual/Sole Proprietor

____ Partnership

____ Corporation (*may require 2 signatures*)

____ Limited Liability Company

____ Other (*please specify: _____*)

ATTEST:

City Clerk

Signature of Authorized Person

Attachments

Print Name and Title

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: HDR Engineering, Inc.

Address: 2365 Iron Point Road, Suite 300, Folsom, CA 95630

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City

of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

9/7/2012
Date

Peter C. Talbot
Print Name

Senior Vice President
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Delia McGrath
1395 35th Ave
Sacramento, CA 95822
916-808-5390*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Mr. Alex Palmatier, HDR Engineering
2365 Iron Point Road, Suite 300
Folsom, CA 95630
916-817-4717 phone*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is x is not [check one] required for this Agreement. If required, such coverage must be continued for at least year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ___ yes x no [check one]

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. **Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. **Time of Performance.** CONTRACTOR shall perform services under this Agreement as described herein, until June 30, 2015. **Attachment 1 to Exhibit A**

SCOPE OF SERVICES

PRIME Contractor:	HDR Engineering, Inc.
Contract No.:	
Contract Title:	Sewer System Regulatory Assistance

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This Scope of Services describes the consulting services to be provided by HDR Engineering, Inc. and its subcontractors collectively, (“Contractor”) to the City of Sacramento Department of Utilities (DOU) for sewer system regulatory assistance needed to comply with the California Sportfishing Protection Alliance consent decree (CSPA CD) filed on January 9, 2012 (Civil Case No.: CV 11-00601-KJM-EFB) and with the State Water Resources Control Board Order No. 2006-0003. Services will include the following tasks:

Task 1: Project Management

Task 1.1: Project Management

Activities to manage and administer the work, including project management, preparation of monthly progress reports, conducting periodic progress meetings with DOU staff, maintenance of a detailed schedule as directed by the DOU, overall coordination, coordination with other tasks (including input), and quality assurance/quality control (QA/QC) efforts are included in each of the tasks of this project. The activities associated with project management include the following:

Contractor Responsibilities

1. Prepare project guide and updates.
2. Prepare meeting summaries with concerns, issues, and assignments.
3. Develop detailed schedule for the Contractor project team and DOU staff members participating in Contractor’s contract activities.
4. Provide project management and project administrative support.
5. Implement Contractor’s Quality Control Program for the deliverables associated with this project.
6. Be responsible for the management and coordination of the work defined in this scope, as directed by the DOU, including the labor and expenses associated with project tracking, scheduling, technical consultation, and quality control services for this work. Some of the deliverables will require information from other tasks.
7. As the project progresses, review with the DOU, at least monthly, the level of effort and labor hours needed for the tasks estimated in this scope of work and identify any needed changes in level of effort in the various tasks.
8. Schedule briefing meetings for draft and final deliverables.
9. Provide monthly invoices with summary and percentages of work completed by task.
10. Maintain project files.
11. Provide memo and report type deliverables in electronic format.

DOU Responsibilities

1. Overall project direction and contract management.
2. Address policy considerations, issues, and decisions.
3. Provide requested information to Contractor at agreed due dates.
4. Provide meeting coordination and scheduling support for meetings, including locations.
5. Provide access to all needed staff, including attendance and participation in meetings, interviews, and workshops with Contractor staff as assigned and scheduled.
6. Review and provide comments on draft deliverables within 10 business days of receipt.

Assumptions

1. Invoicing shall comply with City of Sacramento standards for payment and audit in accordance with the contract.
2. Deliverable documents will be submitted in electronic form as draft and final once DOU comments have been incorporated.
3. The DOU will provide services or requested information described under general and task specific DOU Responsibilities.
4. Up to six progress meetings are budgeted under this task.

Deliverables

1. Project schedule.
2. Monthly invoices and progress reports.
3. Project guide and updates.
4. Meeting agenda and minutes.

Task 2: Staff Augmentation

Task 2.1: CSPA CD Manager

The objective of this task is to support the DOU in managing the DOU's CSPA CD and assist in meeting compliance. The Contractor will be acting as the Project Manager for the DOU's CSPA CD compliance effort.

Contractor Responsibilities

1. Oversee the DOU's effort in meeting the CSPA CD requirements and the Waste Discharge Requirements (WDR) requirements.
 - a. Develop and maintain (quarterly) project schedule for overall CSPA CD compliance efforts and tasks.
 - b. Work with DOU to identify key performance indicators (KPIs) and tracking system(s). Provide technical expertise in recommending overall cost-effective compliance strategies.
 - c. Conduct periodic progress meetings with DOU management staff, monthly, as required, to update management on the progress in meeting CSPA CD requirements and resolving issues projected to impede compliance.
 - d. Lead the production of annual CSPA CD reports, as required.

- e. Prepare quarterly interim CSPA compliance reports.
 - f. Provide recommendations for staff training.
2. Schedule and lead work teams needed to develop or implement new programs:
 - a. Fat, oil, and grease (FOG) and root control program.
 - b. Computerized maintenance management system (CMMS) selection and implementation.
 - c. Enforcement program (including eventually private lateral enforcement).
3. Monitor data required for progress and compliance reporting.
 - a. Develop interim milestones and tools for monitoring progress.
4. Provide recommendations for internal document storage and access.
5. Provide recommendations for communications with the public regarding the Sanitary Sewer Management Plant (SSMP) and CSPA CD compliance effort, including providing recommendations for revisions to the DOU website and recommendations for internal communications.
6. Complete an update of the 2008-2009 SSMP that describes the new consent decree activities and conforms to the updated WDR Monitoring and Reporting Program.

DOU Responsibilities

1. Provide input on reports and tracking milestones.
2. Provide access to data sources needed to document compliance.
3. Provide access to staff that have consent decree production or tracking responsibilities.

Assumptions

1. Contractor will spend up to 300 hours to perform CSPA CD management tasks. Further work related to consent decree management will require additional authorization by the DOU.

Deliverables

1. CSPA CD compliance master schedule (quarterly).
2. CSPA interim compliance reports (quarterly).
3. Draft CSPA annual report.

Task 2.2: Maintenance Scheduler

The objective of this task is to augment DOU staff and work with the City of Sacramento's CMMS and other pertinent software programs, databases, and spreadsheets to plan, schedule, report, and evaluate work related to the maintenance and repair of the sewer system according to the requirements of the CSPA CD. The objective is to plan, schedule, document, report, and evaluate the quality and quantity of work needed to accomplish the goals in the CSPA CD. The estimate for this task includes 304 Contractor hours.

Contractor Responsibilities

1. Work with the DOU's Wastewater Collection System Database Manager and Wastewater Collection supervisors to develop cleaning schedules required by the CSPA CD for targeted and scheduled maintenance, FOG, and root control programs:

- a. Create and manage work orders and cleaning schedules in the CMMS.
 - b. Manage requests for changes to cleaning schedules.
2. Work with the DOU's Wastewater Collection Database Manager to input schedule changes.
3. Work with the DOU's Wastewater Collection System Database Manager and Wastewater Collection supervisors to develop methods for capturing and evaluating cleaning findings.
4. Track and compile the following data for analysis, mapping, evaluation, and reporting:
 - a. Routine Cleaning Activity.
 - b. Sewer Cleaning QA/QC.
 - c. Sewer Closed-Circuit Television (CCTV) QA/QC.
 - d. Schedule Maintenance Activities.
 - e. Root Control Program.
 - f. FOG Program.
5. Develop and implement procedures for locking out all other maintenance activities from occurring in targeting cleaning areas.
6. Review CCTV inspection data and requests for follow up work orders (i.e., repair, inspection, and capital improvement program [CIP]) and track what has happened with the identified NASSCO PACP category 5s and make certain the 5s are addressed within the CSPA CD required time period.
7. Make field visits to work sites to determine best methods and plan out how work is to be completed. Observe ongoing maintenance and inspections to determine compliance with applicable department standards.

DOU Responsibilities

1. Provide access to data and systems needed to complete Contractor services.
2. Providing input and review of the proposed plan modifications.

Assumptions

1. Systems, reports, and data will be maintained on City of Sacramento servers and updated with DOU software.
2. Contractor will review CCTV databases for tracking purposes and will not be reviewing CCTV videos.
3. Up to five field visits are budgeted under this task.

Deliverables

1. Deliverables will be identified by the Contractor working with DOU staff at the second progress meeting for this project.
2. Support up to 304 Contractor hours.

Task 2.3: Database Manager

The objective is to effectively manage data in a manner that will ultimately result in high data quality that will be used for analysis and reporting. The Database Manager will augment DOU staff and work with the City of Sacramento's CMMS and other pertinent software programs, databases, and spreadsheets to input, track, and report data needed to meet the requirements of the CSPA CD and SSMP performance evaluations. The estimate for this task includes 350 Contractor hours.

Contractor Responsibilities

1. Develop a written program standard operating procedures:
 - a. Develop data management protocols.
 - b. Develop a data chain of custody procedure.
 - c. Assist with implementing desktop software, paper documentation systems.
2. Develop data analysis processes that will utilize data from different sources (CMMS, Granite XP, geographic information system [GIS], databases, and spreadsheets) for use in weekly, monthly, and/or annual reporting.
3. Collect and maintain the data sets needed to support the maintenance, repair, rehabilitation, and replacement decision process.
4. Populate work orders with Granite XP pipe ratings and cleaning observations to be utilized in reporting and analysis.
5. Work with the DOU's Asset Management staff to enter contract CCTV data into the CMMS for tracking and corrective action as needed.
6. Conduct ongoing QA/QC of CMMS work order and other database and spreadsheet information.
7. Update and maintain FOG inspection and enforcement database.
8. Assist in preparing maps for use in determining maintenance effectiveness.
9. Assisting with technology for remote manhole surcharge notifications and data analysis.
10. Serve as the representative in the upgrade or redeployment of Azteca by identifying the requirements needed for the CMMS to be effective and successful in supporting current operations and implementing and tracking the consent decree. It is unknown at this time whether the upgrade or redeployment of the Azteca system will occur within the time period of this agreement. A nominal number of hours have been assigned to this task and may be shifted to other tasks should the upgrade or redeployment not occur during the time period of this agreement. The Contractor effort may include:
 - a. Providing support for the DOU's Wastewater Collection System CMMS and future maintenance software add-ons.
 - b. Assisting DOU staff in improving work flows and software functionality.

DOU Responsibilities

1. No Additional responsibilities.

Assumptions

1. Multiple systems and data formats will need to be tracked and potentially merged. This may lead to the tracking of additional data.

Deliverables

1. Final Data Management Workflows.
2. Support for up to 350 Contractor hours.

Task 3: Consent Decree Support

The purpose of this task is to perform assessments and analysis and provide recommendations for consent decree items not specifically addressed in Task 2.

Task 3.1: FOG Program Assessment

The objective of this task is to perform an evaluation of the existing DOU FOG program to identify potential gaps between the current program and the compliance requirements of the CSPA CD, beginning in Year Two. Contractor's subconsultant, EEC, will evaluate the DOU's current FOG program through review of available documents and data and through interviews with DOU personnel involved with implementation of the FOG program.

Contractor Responsibilities

1. Collect and review existing DOU data sources and guidance documents.
2. Review and evaluate specific DOU regulations and policies (ordinance, rules and regulations, best management practices [BMPs], CSPA CD requirements, and SSMP).
3. Review and evaluate FOG program permitting, inspections, outreach/education, enforcement, and data management procedures and practices.
4. Interview the DOU's FOG manager, inspectors, and other DOU staff involved with the FOG Program (new facility plan review staff, collection system operations and maintenance [O&M] staff, etc.).
5. Review and evaluate FOG program performance based on data and operating information, including:
 - a. FOG related sanitary sewer overflows (SSOs).
 - b. Food facility inventory/inspection data.
 - c. Grease control device installation status, including new grease interceptor installations (for new and existing facilities).
 - d. FOG-related enforcement actions.
 - e. Sewer maintenance frequency and sewer maintenance QA/QC.
6. Comparison of DOU's program to other municipalities based on available national/regional data of selected systems of similar size.

DOU Responsibilities

1. No additional DOU responsibilities.

Assumptions

1. DOU data, documents, and staff will be readily available and able to participate.

Deliverables

1. A report identifying the strengths of the program as well as any areas of deficiency, including potential nonconformance with the consent decree, SSMP and/or general WDR. The report will provide recommendations to address identified deficiencies, and considerations to further enhance the efficiency and/or effectiveness of the DOU's program.
2. A scope of work for implementation of the findings for consent decree year 2.

Task 3.2: Wet Weather SSO Documentation

The objective of this task is to work with DOU staff to define a "rain event" so that SSOs can adequately be tracked and reported for compliance with the CSPA CD.

Contractor Responsibilities

1. Evaluate current system for tracking SSOs.
2. Evaluate current process for defining a rain event.
3. Evaluate current availability of data for measuring rainfall.
4. Determine timeframe before or after SSO event that rainfall may need to be evaluated.

DOU Responsibilities

1. Provide existing tracking systems for SSOs and rainfall.

Assumptions

1. Hourly rainfall data is readily available within reporting windows.

Deliverables

1. Memo with recommendations for determining wet weather SSOs.

Task 3.3: Cleaning QA/QC

Contractor will work with the DOU to develop the criteria, process, and documentation for the cleaning QA/QC program. This task will be completed by establishing an acceptable window for post-cleaning CCTVs, defining a required quality level, getting buy-in from the field crews and labor groups, and developing and implementing the cleaning QA/QC plan.

Contractor Responsibilities

1. Evaluate current cleaning and CCTV schedules and productivity levels.
2. Evaluate the quality and consistency of the CCTV PACP code collection.
3. Evaluate "pass" rate criteria.
4. Develop feedback mechanism for pipes not passing QC.
5. Develop procedures for scheduling follow up cleaning and CCTVing for assets not passing QC.

DOU Responsibilities

1. Provide documentation for current QC procedures.

Assumptions

1. Data from CCTV and cleaning can be tied back to assets or related by some other mechanism.

Deliverables

1. Memo with recommendations for implementing Cleaning QA/QC program along with recommendations of the action items needed to implement any suggested changes to current procedures and a schedule for implementation.

Task 3.4: Assess Targeted Cleaning Program

Contractor will evaluate and compare the current targeted cleaning program with the CSPA CD requirements. During this process, Contractor will assess the frequency criteria, provide input on the perceived effectiveness of the program, and discuss what issues exist for tracking and documenting the program. Contractor will also make recommendations for changes to the targeted cleaning program as well as evaluating potential options for automating the frequency update into the CMMS.

Contractor Responsibilities

1. Assess the current frequency criteria as submitted October 30, 2012, to CSPA.
2. Provide input on the perceived effectiveness of the criteria.
3. Identify potential issues with tracking and documenting the existing criteria.
4. Identify potential workload issues with the existing criteria.
5. Identify criteria and procedures for referrals to root and FOG programs.
6. Propose recommendations to the existing criteria.

DOU Responsibilities

1. Provide existing process documentation.
2. Provide recommendation input and review.

Assumptions

1. No additional assumptions.

Deliverables

1. Memo summarizing suggested changes to the frequency criteria along with recommendations of the action items needed to implement the suggested criteria and a schedule for implementation.

Task 3.5: CCTV PACP 5 Evaluation

Contractor will work with the DOU to identify PACP category 5 pipes and identify defects that need to be fixed immediately and those that can be monitored with future CCTV, as required in the CSPA CD.

Contractor Responsibilities

1. Work with the DOU to identify PACP 5 defects in need of immediate repair.
2. Work with the DOU to develop a process to refer PACP 5 defects for construction and track progress for reporting.
3. Develop a process for referring PACP 5 defects not determined to be at risk of immediate failure for follow up CCTV.

DOU Responsibilities

1. No additional responsibilities identified.

Assumptions

1. No additional assumptions identified.

Deliverables

1. Memo summarizing recommendations for PACP category 5 defects to repair and monitor. The memo will also include, as necessary, the action items needed to implement the suggested criteria and a schedule for implementation.

Task 3.6: Update CIP Contracts

Contractor will work with DOU staff to evaluate current contract specification language and requirements of the CSPA CD.

Contractor Responsibilities

1. Make recommendations to the language in the DOU's CIP contracts that requires contractors to report SSOs in accordance with the DOU's procedures and CSPA CD requirements.

DOU Responsibilities

1. No additional responsibilities identified.

Assumptions

No additional assumptions identified.

Deliverables

1. Memo summarizing recommended edits to existing language.

Task 4: As-Needed Technical Support

This task is to provide technical support on an as needed basis. Some of these tasks have already been identified and some will be identified through implementation of Tasks 1-3. Should the DOU need additional technical support not identified below, such as assistance responding to CSPA comments or regulatory action, the Contractor will work with DOU staff to develop the specific scope and cost for those requested services. The scope and cost must then receive written approval from DOU staff prior to beginning the work.

Task 4.1: Pre-Audit Questionnaire Preparation

Contractor will support the DOU in preparing the State Water Resources Control Board (SWRCB) Pre-Audit Questionnaire by assisting in the data collection and analysis, then preparing responses to the audit questions.

Contractor Responsibilities

1. Review SWRCB pre-audit questionnaire and identify data needs.

2. Gather data needed to complete the questionnaire.
3. Complete questionnaire and review responses with DOU staff.
4. Identify areas of concern should the DOU be audited.

DOU Responsibilities

1. Access to all requested data and responsible staff.

Assumptions

1. No additional assumptions identified.

Deliverables

1. Draft and final SWRCB Questionnaire.
2. Recommendations memorandum for identifying opportunities for improvement.

Task 4.2: As-Needed Technical Support

The purpose of this task is to provide the DOU with as needed technical support that may arise from the activities identified in Tasks 3. This task is optional. The scope will be determined as the project progresses

Notes to Scope of Work

The period during which the Contractor services described herein will be performed will be performed from approximately January 2013 to June 2013. However, upon mutual consent of DOU and Contractor, some activities may extend beyond his time period. Remaining budget from FY 2012/2013 may be utilized for assignments continuing in FY 2013/2014.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 433,058.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*City of Sacramento
1395 35th Ave
Sacramento, CA 95822
916-808-5390 phone
916-808-1497 fax
Attn: Delia McGrath*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B

Task No.	Task Description	Principal	Technical Specialist	Project Manager	Maint Sched	Database Manager	Collected System Tech Specialist	Project Engineer	O&M Support	Project Controller	Project Coord	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subs (\$)	Total Cost (\$)
Task 1 - Project Management																
1.1	Project Management	24	72	72	0	0	0	0	0	30	30	228	\$43,380	\$ 3,470		\$ 46,850
	Subtotal Task 1	24	72	72	0	0	0	0	0	30	30	228	\$ 43,380	\$ 3,470	\$0	\$ 46,850
Task 2 - Staff Augmentation																
2.1	CSPA Consent Decree Manager	0	0	300	0	0	0	0	0	0	0	300	\$38,500	\$ 4,680		\$ 43,180
2.2	Maintenance Scheduler	0	0	24	280	0	0	0	0	0	0	304	\$43,880	\$ 3,510		\$ 47,390
2.3	Database Manager	0	0	30	200	120	0	0	0	0	0	350	\$38,650	\$ 4,292		\$ 51,942
	Subtotal Task 2	0	0	354	480	120	0	0	0	0	0	954	\$ 155,030	\$ 12,482	\$0	\$ 167,512
Task 3 - Consent Decree Support																
3.1	FOG Program Assessment	0	0	48	0	0	0	0	0	0	0	48	\$9,360	\$ 749	\$33,275	\$ 43,383
3.2	Wet Weather SSO Documentation	0	0	16	48	24	0	0	0	0	0	88	\$13,800	\$ 1,104		\$ 14,904
3.3	Cleaning QA/QC	0	0	48	120	30	0	0	24	0	0	222	\$35,180	\$ 2,815		\$ 38,005
3.4	Assess Targeted Cleaning Program	0	0	48	48	32	0	0	16	0	0	144	\$24,080	\$ 1,926		\$ 26,006
3.5	CCTV/PACP-5 Evaluation	0	0	10	24	0	16	32	0	0	0	82	\$13,600	\$ 1,090		\$ 14,720
3.6	Update CIP Contracts	0	0	16	0	0	48	0	16	0	0	80	\$15,440	\$ 1,255		\$ 16,675
	Subtotal Task 3	0	0	186	240	86	64	32	56	0	0	664	\$ 111,500	\$ 8,920	\$33,275	\$ 153,695
Task 4 - As-Needed Technical Support																
4.1	Pre-Audit Questionnaire	0	0	20	0	0	80	0	80	0	0	160	\$29,500	\$ 2,360		\$ 31,860
4.2	As-Needed Technical Support	0	0	48	0	0	0	0	120	0	0	168	\$28,760	\$ 2,361		\$ 31,141
	Subtotal Task 4	0	0	68	0	0	80	0	200	0	0	328	\$ 58,260	\$ 4,741	\$0	\$ 63,001
COLUMNS TOTALS		24	72	680	720	208	124	32	256	30	30	2,174	\$70,179	\$29,614	\$33,275	\$433,058

The City Representative can approve reallocations of the above budget amounts from one task to another and can approve carrying over unused funding from one Fiscal Year into the next, provided that the net-to-excess amount specified in Exhibit B is not exceeded.

HDR ENGINEERING, INC.
STANDARD RATE SCHEDULE
November 2012 to December 2013

City of Sacramento
Sewer System Regulatory Assistance, Bid Transaction #Q13141311008

Principal	\$295
Technical Specialist	\$205 to \$295
Project Manager	\$170 to \$200
O&M Specialist	\$165 to \$195
Database Manager	\$145 to \$180
Maintenance Scheduler	\$125 to \$150
Project Engineer	\$120 to \$160
Project Controller	\$120 to \$145
Senior Administration/Technician	\$90 to \$125
Project Coordinator	\$80 to \$100
Clerical	\$65 to \$80

Please Note: Rates include current overhead rate plus profit and are adjusted annually.

EXPENSES

In-House Expenses

Technology Charge per Direct Labor Hour	\$3.70
Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Color Copy (per copy)	\$0.75 to \$1.50
Photocopies (per copy)	\$0.10 to \$0.20
Bond Plotting - Black & White (per square foot)	\$0.135
Bond Plotting - Color (per square foot)	\$0.50
Vellum - Black & White (per square foot)	\$0.50
Mylar - Black & White (per square foot)	\$0.90

Please Note: Technology charges include computer, CADD, network, software, and other related technology services. Expenses and subconsultants are charged with a five percent markup.



EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, 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 CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright,

data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the

notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered

by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less

than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR'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.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided

prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and

shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

ATTACHMENT 5

LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE TWO PERCENT (2%) BID EVALUATION PREFERENCE

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities.¹ A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a two percent (2%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 2% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be a qualified as a LBE prior to the time bids are received.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

- a. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
- b. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

YES - the firm submitting the bid is qualified as a local business enterprise.

NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

1009989

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

2379 Gateway Oaks Drive

Suite 200

Sacramento, CA 95833-4240

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

¹ The LBE Program provides for a two percent (2%) preference on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

ATTACHMENT 6

Business Headquarters Confirmation Form

City of Sacramento Boycott of Arizona-Headquartered Businesses

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents.

Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid or offer from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the offer on that basis.

Firms that are headquartered in the United States shall certify in the space below the state where headquartered:

Must be completed and returned with SOQ

Nebraska

State Where Firm is Headquartered


Signature of Authorized Representative

9/17/2012
Date

Peter C. Talbot

Print Name

Senior Vice President

Title

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) HDR ENGINEERING, INC.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 8404 Indian Hills Drive	Requester's name and address (optional)
	City, state, and ZIP code OMAHA NE 68114	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
Employer identification number										
4	7			0	6	8	0	5	6	8

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>2/29/2012</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

- Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) HDR Engineering, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 8404 Indian Hills Drive		Requester's name and address (optional)
City, state, and ZIP code Omaha, NE 68114		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
Employer identification number	
4 7 - 0 6 8 0 5 6 8	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ OCT. 12, 2012
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Withholding Exemption Certificate

2012

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

CITY OF SACRAMENTO

Payee's name

HDR ENGINEERING, INC.

Address (number and street, PO Box, or PMB no.)

8404 INDIAN HILLS DRIVE

City

OMAHA

Payee's

SSN or ITIN

SOS file no.

CA corp. no.

FEIN

47-0680568

Apt. no./ Ste. no.

State

ZIP Code

NE

68114

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) JILL HOGAN, SR. CORP. ACCT. Daytime telephone no. (402) 926-7044

Payee's signature  Date 2/29/2012

MUST BE POSTED IN CONSPICUOUS PLACE



CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE

1009989

1009989

Business Name HDR ENGINEERING, INC.
 Business Address 2379 GATEWAY OAKS DR 200
 Owner HDR, INC.
 Type of Business ENGINEERING SERVICES
 Tax Classification 402A

FROM
 Mo. Day Yr.
 10/01/2011

TO
 Mo. Day Yr.
 09/30/2012
 Expires

TOTAL
 PAID: \$1,500.00

HDR ENGINEERING, INC.
 LYNN CRAFT
 8404 INDIAN HILLS DR
 OMAHA, NE 68114- 4049

VOID
 CITY OF SACRAMENTO
 IF NOT
 VALIDATED
 DEC 21 2011

PAID

THIS STUB MAY BE
 FOLDED/DETACHED
 BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).



CERTIFICATE OF LIABILITY INSURANCE

6/1/2013

DATE (MM/DD/YYYY)

10/3/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Insurance Company		19682
INSURER B: St. Paul Fire and Marine Insurance Company		24767
INSURER C: Sentinel Insurance Company, Ltd.		11000
INSURER D: Zurich American Insurance Company		16535
INSURER E:		
INSURER F:		

COVERAGES HDRIN01 SA CERTIFICATE NUMBER: 12022082 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC	Y	Y	37CSEQU0950	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA)	6/1/2012 6/1/2012 6/1/2012	6/1/2013 6/1/2013 6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	ZUP-10R64084-12-NF (EXCLUDES PROF. LIAB)	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N	N/A	91WEOH1000	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	EOC9260026-05	6/1/2012	6/1/2013	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: CITY OF SACRAMENTO - SBWER SYSTEM REGULATORY ASSISTANCE - BID # Q13141311008 - THE CITY OF SACRAMENTO, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW. SEVERABILITY OF INTEREST APPLIES. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

12022082

CITY OF SACRAMENTO
 ATTENTION: MS. DELIA MCGRATH - DEPT OF UTILITIES
 1395 35TH AVENUE
 SACRAMENTO CA 95822

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT -
OPTION II**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Blanket coverage as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf:
 - a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
 - b. In connection with your premises owned by or rented to you and shown in the Schedule; or
 - c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
 - (1). The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
 - (2). This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
2. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.

B. The insurance afforded to these additional insureds applies only:

1. If the "occurrence" or offense takes place subsequent to the execution of such written contract or written agreement; and
2. While such written contract or written agreement is in force, or until the end of the "policy period", whichever is earlier.

C. With respect to the insurance afforded to these additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
2. Supervisory, inspection, architectural or engineering activities.

D. How Limits Apply To Additional Insureds

The most we will pay on behalf of the additional insured shown in the Schedule is the lesser of:

1. The limits of insurance specified in the written contract or written agreement; or
2. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

E. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. Notice Of Claim

If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs 1. and 2. applies to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or
- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

F. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

1. Primary Insurance

a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in 3. below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph 2. below.

2. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

a. Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

b. Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

c. Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

d. Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

e. Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

f. When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also.

Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Hartford Form #HS2481

POLICY NO. 37CSEQU0951
HARTFORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AND
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Name of Additional Insured Person(s) of Organization(s):

Blanket coverage as required by written contract.

Hartford Form #HA9913