

**Meeting Date:** 4/8/2014

**Report Type:** Consent

**Report ID:** 2014-00221

**Title: Contract: Landscape Architecture Design Services for American River Parkway Enhancements at Sutter's Landing Park**

**Location:** District 3

**Recommendation:** Pass a Motion authorizing the City Manager, or City Manager's designee, to enter into a Professional Services Agreement for landscape architecture design services with H.T. Harvey and Associates for the American River Parkway Enhancements at Sutter's Landing Park project (L19167200) in an amount not-to-exceed \$232,340.

**Contact:** C. Gary Hyden, Supervising Landscape Architect, (916) 808-1949, Department of Parks and Recreation

**Presenter:** None

**Department:** Parks & Recreation Department

**Division:** Park Development Services

**Dept ID:** 19001121

**Attachments:**

- 1-Description/Analysis
- 2-Background PSA SLP American River Pkwy Enhmt
- 3-SLP Site Location Map
- 4-SLP ARPE Pln-Proposed Imprvmnts 1of2
- 5-SLP ARPE Pln-Proposed Imprvmnts 2of2
- 6-SLP Contract

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**City Attorney Review**

Approved as to Form  
Sheryl Patterson  
3/24/2014 12:53:06 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jim Combs - 3/20/2014 4:37:40 PM

## Description/Analysis

**Issue Detail:** The City was recently awarded a grant from the State of California Proposition 84 California River Parkways Grant Program for the development of the Sutter's Landing Park American River Parkway Enhancements.

Due to the specialized nature of the work funded by this grant, including riparian habitat enhancement and site improvements for a multi-use trail on an existing levee and existing landfill, the City's Department of Parks and Recreation (DPR) needs to hire a consultant with specific skill sets and experience.

Based on interviews of the three most qualified firms selected from the proposals received for this project, staff is recommending that the City enter into a professional services agreement with H.T. Harvey and Associates. H.T. Harvey and Associates will provide design, agency processing, construction document, and construction administration assistance services for the Sutter's Landing Park American River Parkway Enhancement project (L19167200).

Sutter's Landing Park is located at 20 28<sup>th</sup> Street adjacent to the American River.

**Policy Considerations:** This action is consistent with Sacramento City Code Chapter 3.64 and complies with existing policies regarding professional service agreements and Administrative Policy Instruction (API) 47.

**Economic Impacts:** Not applicable.

### Environmental Considerations:

#### California Environmental Quality Act (CEQA):

This report concerns administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by Sections 15061(b)(3) and 15378(b)(2) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.). In addition, minor alterations to land to provide new plantings and a multi-use trail is exempt from environmental review under CEQA Guidelines Section 15304.

**Sustainability:** Not applicable.

**Committee/Commission Action:** Not Applicable.

**Rationale for Recommendation:** The formal request for proposals (RFP) process for the Sutter's Landing Park American River Parkway Enhancement project was posted in accordance with City Code 3.60 and API 48. The proposals were opened on December 20, 2013.

Eight proposals were received, scored, ranked, and three firms were selected for interviews. Interviews were held on February 5, 2014 and the three firms were evaluated and scored.

H.T. Harvey and Associates was selected as the preferred consultant for the Sutter's Landing Park American River Parkway Enhancement project (L19167200) based on the specifics of their proposal, as well as their qualifications and previous experience with City habitat enhancement projects. They are conversant with the design and agency approvals and permits process for this project, and the City's required methods to accomplish the work. Negotiated fees meet the funding and budget requirements of the project.

Under this agreement, H.T. Harvey and Associates will be the prime consultant. They will provide landscape architecture and restoration design and construction document services. In addition, they will provide construction administration assistance. Mark Thomas and Company will be the sub-consultant providing civil engineering services, M. Neils Engineering will be the sub-consultant providing electrical engineering services, and MIG, Inc. will be the sub-consultant providing site interpretive and entry signage design services.

**Financial Considerations:** There is sufficient grant funding (Fund 3704) in L19167200 for the recommended design services.

**Local Business Enterprise (LBE):** The selection of consultants for this project followed City established guidelines for inclusion of LBE firms. At an LBE percentage total of 28%, H.T. Harvey and Associates and their sub consultants are above the City's required 5% LBE rate.

**Background:**

The project at Sutter's Landing Park includes development of a three-quarter mile multi-use trail with interpretive signage to enhance public use along the American River Parkway. A gateway at Sutter's Landing Park with significant entry improvements will also be developed. In addition, restoration of over three acres on the south bank of the American River with native understory vegetation is also part of this project. The proposed multi-use trail and open spaces of the project can be accessed from the parking lot and gateway at Sutter's Landing Park. The improvements will include the following:

- Construction of three-quarter mile multi-use trail using rubberized asphaltic concrete.
- Restoration of approximately three acres of habitat on the south bank of the American River. The restoration component of the project is designed to be self-sustaining and should be well established after 2.5 years.
- Planting of approximately 4,000 one-gallon native understory plants.
- Installation of approximately 10 interpretive signs.
- Installation of two benches (Americans with Disabilities Act compliant).
- Gateway Entry Improvements
  - This portion of the project will be constructed on a closed landfill.
  - Installation of site furniture and a shade structure at trailhead entry.
  - Planters with irrigation.
  - Special paving at trailhead entry.
  - Information and interpretive signage.



# City of Sacramento Department of Parks and Recreation

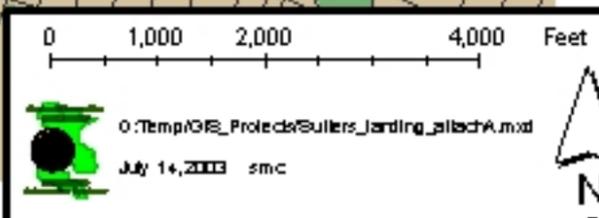
## Site Location Map

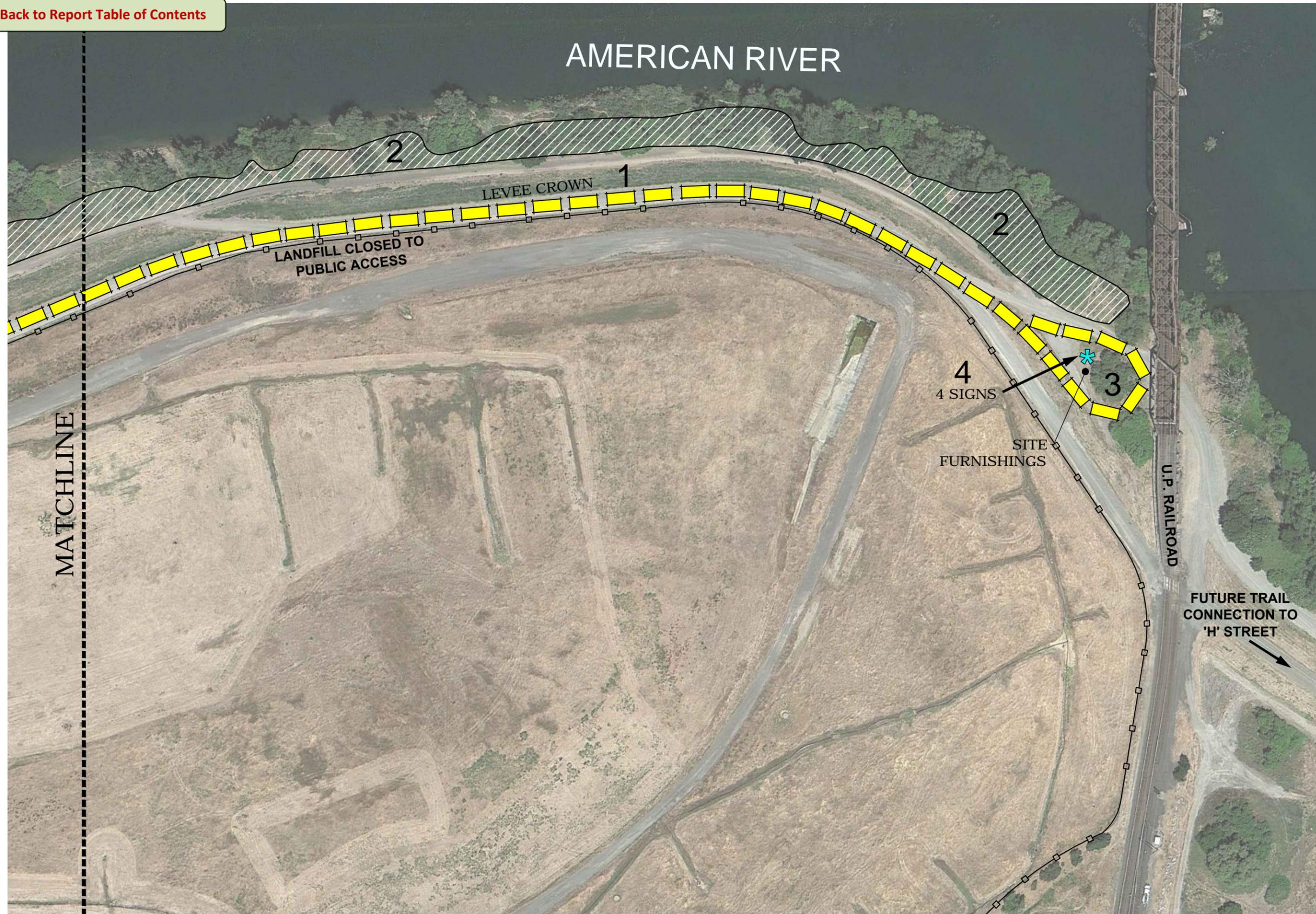
Attachment A



### Legend

- City Boundary
- PARKS**
- EXISTING
- EXISTING UNDEVELOPED
- PROPOSED
- GOLF COURSE
- NON CITY PARK
- OPEN SPACE
- PARKWAY
- SCHOOL PARK





(NOT PART OF THIS PROJECT, BUT S.A.C.O.G. HAS FUNDED ENVIRONMENTAL AND RIGHT OF WAY STUDIES)

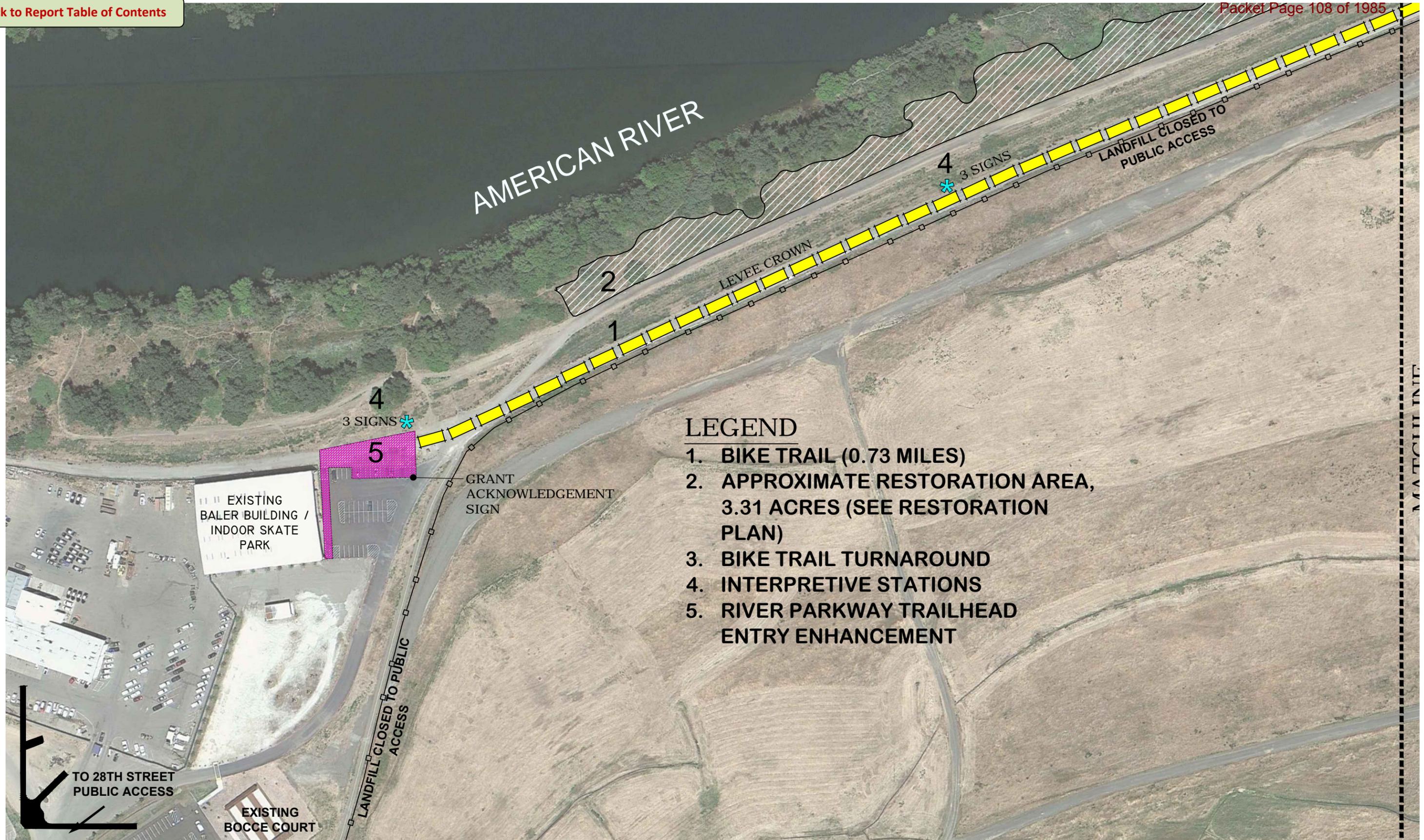
PROP. 84 GRANT PROPOSAL CONCEPT PLAN

AMERICAN RIVER PARKWAY ENHANCEMENT AT SUTTER'S LANDING PARK

CITY OF SACRAMENTO, DEPARTMENT OF PARKS AND RECREATION  
OCTOBER 12, 2011



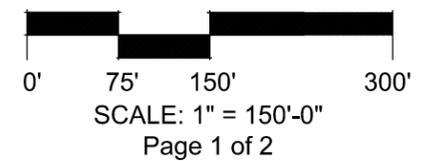
SCALE: 1" = 150'-0"  
Page 2 of 2



### PROP. 84 GRANT PROPOSAL CONCEPT PLAN

# AMERICAN RIVER PARKWAY ENHANCEMENT AT SUTTER'S LANDING PARK

CITY OF SACRAMENTO, DEPARTMENT OF PARKS AND RECREATION  
OCTOBER 12, 2011



PROJECT #: L19167001  
PROJECT NAME: Sutter's Landing Park-American River Parkway Enhancements  
DEPARTMENT: PARKS AND RECREATION  
DIVISION: PARK PLANNING AND DEVELOPMENT SERVICES

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 April 9, 2014, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

H.T. Harvey and Associates  
1331 Garden Highway, Suite 310  
Sacramento, CA 95833

Phone 916-779-7350 / Fax 916-779-7359

("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

By: \_\_\_\_\_

Print name: James L. Combs

Title: Director of Parks and Recreation

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Attachments

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

**CONTRACTOR:**

H. T. Harvey & Associates  
NAME OF FIRM

94-2204955  
Federal I.D. No.

\_\_\_\_\_  
State I.D. No.

1010345  
City of Sacramento Business Op. Tax Cert. No.

**TYPE OF BUSINESS ENTITY (check one):**

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

Ron Duke  
**Signature of Authorized Person**

Ron Duce President & Secretary  
Print Name and Title

\_\_\_\_\_  
Additional Signature (if required)

\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: H.T. Harvey

Address: 1331 Garden Highway, Suite 310, Sacramento, CA 95833

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.

Ron Duke.

Signature of Authorized Representative

3/18/14

Date

RON DUKE

Print Name

President & Secretary

Title

**EXHIBIT A**

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Tin-Wah Wong / Associate Landscape Architect  
Department of Parks and Recreation, 915 I Street, 3<sup>rd</sup> Floor, Sacramento, CA 95814  
Phone (916) 808-5540 / Fax (916) 808-8275 / E-mail: twong@cityofsacramento.org

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:

Joe Howard / Principal  
1331 Garden Highway, Suite 310, Sacramento, CA 95833  
Phone 916-779-7350 / Fax 916-779-7359 / Email: jhoward@harveyecology.com

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  is not  [check one] required for this Agreement. If required, such coverage must be continued for at least ONE (1) 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  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.** The services described herein shall be provided during the period, or in accordance with the schedule, to be completed by December 16, 2014.

## ATTACHMENT 1 TO EXHIBIT A

### LANDSCAPE ARCHITECTURE SCOPE OF SERVICES FOR PARK DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENT PREPARATION AND CONSTRUCTION ADMINISTRATION SUPPORT

**Project:** Sutter's Landing Park-American River Parkway Enhancements L19167001

#### GENERAL

The following scope of work describes the significant tasks involved in providing the City of Sacramento Parks and Recreation Department (City) for a fee proposal for the project referenced above.

The Consultant Landscape Architect (CLA) shall assign a Project Manager (CLAPM) for the duration of the project. The CLAPM shall be approved by the Park Planning and Development Services (PPDS) Supervising Landscape Architect (SLA). The CLAPM shall not be changed without written permission from the SLA.

Note: All formats shall conform to the latest PPDS standards and guidelines. The City will provide the latest standards and guidelines for each project.

#### PROJECT PROGRAM, SITE SPECIFICS and CONSTRUCTION BUDGET

##### **Program:**

The general project program include design development, assistance with agency approvals and permits, construction documents, engineering, ecological, biological, environmental, and construction administration services related to designing and constructing the American River Parkway Enhancements at Sutter's Landing Park.

The project will develop a three-quarter mile multi-use trail with interpretive signage to enhance public use along the American River Parkway. A gateway at Sutter's Landing Park with significant entry improvements will also be developed. In addition restoration of over three acres on the South Bank of the American River with native understory vegetation is also part of the project. The proposed multi-use trail and open spaces of the project can be accessed from the parking lot and gateway at Sutter's Landing Park. The improvements will include but not be limited to the following:

- Construction of three-quarter mile multi-use trail using rubberized asphaltic concrete.
- Restoration of approximately three acres of habitat on the south bank of the American River. The restoration component of the project is designed to be self-sustaining and should be well established after 2.5 years. Establishment, monitoring and maintenance during this period will be part of the construction contract.
- Planting of approximately four thousand (4,000) one (1) gallon native understory plants.

- Installation of approximately ten (10) interpretive signs.
- Installation of two (2) benches (ADA compliant).
- Gateway Entry Improvements
  - This portion of the project will be constructed on a closed landfill.
  - Installation of site furniture and a shade structure at trailhead entry.
  - Planters with irrigation.
  - Special paving at trailhead entry.
  - Information and interpretive signage.

## **DESIGN DEVELOPMENT (Construction Documents 35% Complete)**

### **Task 1 Start-Up Meeting**

#### **General:**

CPM will attend a project start up meeting with the City Project Manager (CPM) at Sacramento City Hall. The following items will be discussed and/or reviewed:

- Topographic map 1 hard copy and 1 electronic file (to be provided by the City).
- Required geotechnical engineer services including a written report with appropriate recommendations (to be provided by the City).
- Current set of City Standard Specifications, City Standard Details, City Standard Notes, Special Provision Format and Estimate of Probable Construction Format (all documents will be provided via electronic file by the City.)
- Project program (to be provided via electronic file by the City.)
- Proposed scales for plans, detail plans, elevations, and sections.
- Additional existing relevant documents from the City's files (to be provided via electronic file or photocopy by the City.)
- Milestone dates required including but not limited to the following:
  - Required agency reviews and permits (e.g. Sacramento Regional Conservation Corps, CA Conservation Corps, Sacramental Area Flood Control Agency (SAFCA), American River Flood Control District (ARFCD), SMUD and Sacramento County).
  - Submittal of the 35% Design Development package for City review.
  - Consultant and City review meeting of the 35% Design Development.
  - Submittal of the 75% Construction Document package for City review.
  - Consultant and City review meeting of the 75% Construction Document package.
  - Submittal of the 100% Construction Document package for City review.

- Consultant and City review meeting of the 100% Construction Document package.
- Submittal of the final (100% with corrections) Construction Document package for City review and building permit submittal.
- Call for Bid Date
- Bid Opening Date
- Award of Contract Date
- Notice to Proceed Date
- Construction Complete Date
- City Acceptance Date

**Deliverables:**

- Within one week the CPM will deliver the following to the City:
- Start-up meeting notes describing major discussions, decisions and action items.
- Project Schedule in Microsoft Project format.

## **Task 2 Preliminary Design Concept**

**General:**

Based on the information provided by the City, the Consultant shall prepare a preliminary design concept for review by the City. The preliminary design concept will show, to a specific scale, the proposed concept in plan, detail plan, section, and elevation as appropriate. The graphic format will be schematic level.

As part of this task the CPM will attend a preliminary design concept review meeting with the City at Sacramento City Hall. The concept will be reviewed and discussed and the City will provide direction to the Consultant. Upon receipt of the deliverables for this task the City will send an email authorizing the Consultant to proceed to the next task

**Deliverables:**

- 2 full size sets of prints (24"x36").
- Electronic file of the Preliminary Design Concept.
- Preliminary Design Concept review meeting notes describing major discussions, decisions and action items.

## **Task 3 Design Development Package**

**General:**

Based on direction received in the previous task, the Consultant will prepare a Design Development Package (DDP) for review by the City. The DDP will equal 35% complete construction documents. Plans for the DDP shall be prepared in a version of AutoCAD acceptable to the City. The DDP shall be in sufficient detail to function as exhibits for agency reviews, approvals and permit. See scope on **Section C Task 5 Agency Reviews and Permits**. The DDP shall include but not be limited to the following:

- Proposed datum point for layout.
- Layout Plan showing the proposed location of all elements.
- Enlargement Plans as required to effectively communicate the design detail.
- Grading and Drainage Plan showing sufficient spot elevations and contours to clearly depict the grading concept. This plan shall also show the proposed primary catch basin locations and the proposed drain line configuration and storm drain points of connection. In addition, preliminary cut and fill calculations shall be prepared.
- Utilities and Electrical Plans showing the general points of connection and layout of the electrical equipment, lighting, domestic water and sewer required for the project.
- Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and a typical valve head and lateral layout for planting and plant restoration areas. The plan will also show the proposed static and operating pressure and the gallons per minute required for the system.
- Planting Plan, proposed planting layout to remove existing vegetation and plan them with native understory herbaceous vegetation that is more compatible with native mammals and their predators. Note, the groundcover areas will be shown with symbols; no detailed planting is required. In addition on the plan provide a proposed planting list with the plant material subdivided by type, e.g., shrubs, groundcovers, etc.
- A complete list of proposed details. The list will denote special details to be developed by the Consultant.
- Catalog cuts for all major elements and equipment proposed for the project.
- A detailed outline of the special provisions.
- A 35% complete level estimate of probable construction cost.

**Deliverables:**

- 4 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.
- Electronic file of the DDP.

**Task 4 Design Development Review Meeting**

**General:**

The CPM will attend a Design Development Package review meeting with the City at Sacramento City Hall. The City will provide comments and direction based on the submittals. Upon receipt of the deliverables for this task the City will send an email authorizing the Consultant to proceed to the next task

**Deliverables:**

- Within one week the CPM will deliver the following to the City:
- Design Development review meeting notes describing major discussions, decisions and action items.
- Updated Project Schedule in Microsoft Project format.
- Revised DDP as required for reviews and permits describe in Task 5.

## **Agency Reviews and Permits**

### **Task 5 Assist the City with Agency Reviews, Approvals and Permits**

**General:**

The CPM will assist the City in establishing a comprehensive list of agency reviews, approvals, and permits necessary to accomplish the construction work envisioned in this project. In addition the Consultant will assist the City in preparing the necessary documents and forms required to obtain the approvals and permits identified in this task. Furthermore, the Consultant will ensure that the appropriate subject matter experts attend all meetings required to secure the approvals and permits. The City will pay all permit and approval fees

**Deliverables:**

- Meeting notes describing attendees, major discussions, decisions and action items resulting from each agency meeting.

## **75% Complete Construction Documents**

### **Task 6 Prepare and Submit 75% Complete Construction Document Package**

**General:**

Based on the comment and direction received in the Design Development review meeting, and subsequent agency reviews and approvals, the Consultant will prepare a 75% complete set of construction documents for review by the City. The set shall be prepared in AutoCAD and Microsoft Word and shall include but not be limited to the following:

- Cover Sheet. The cover sheet shall be in the City format. An example will be provided to the Consultant.
- Existing Conditions and Demolition Plan. This plan will depict all of the existing site elements to be preserved or demolished. In addition it will contain an Existing Conditions and Demolition Legend, Existing Conditions and Demolition Standard Notes,

Existing Conditions and Demolition Key Notes, Erosion Control Legend, and Erosion Control Key Notes.

- Storm Water Pollution Prevention Plan. The Consultant is responsible for preparing all necessary documents required to obtain clearance for construction under the National Pollutant Discharge Elimination system (NPDES) General Permit. The City is responsible for submitting the documents, initiating, maintaining and closing out processes required by the NPDES General Permit.
- Layout Plan showing the exact location of all elements. Layout Standard Notes, Layout Key Notes, Equipment Key Notes, Layout Legend and detail callouts. The layout plan shall show the datum information and significant northings and eastings for the work.
- Enlargement Plans as required to effectively communicate the design detail. The Enlargement Plans shall contain appropriate legends, notes, and schedules.
- Grading and Drainage Plan showing with additional spot elevations and contours. This plan shall also show additional drain inlets and catch basin locations and associated drain line configuration and sizing. The plan will contain the appropriate notes and legends. In addition, the cut and fill calculations shall be updated.
- Utilities Plan showing utilities design.
- Electrical Plan showing electrical design.
- Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump if required, mainline routing and sizing, valve head and lateral layout all proposed valves. In addition a minimum of two valves and associated lateral line of each zone type shall be sized. The plan will show the proposed static and operating pressure and the gpm/gph required for the system. The plan will contain the irrigation legend, irrigation standard notes, irrigation key notes and water calculations required by City Code.
- Planting Plan showing detail plant layout. Proposed groundcover types, shrub groupings and types as well as tree types will be called out on the plan. In addition the plan will contain the planting legend, planting standard notes, and planting call out notes.
- Detail Sheets
- Contract Specifications.
- A 75% complete level estimate of probable construction cost.

**Deliverables:**

- 8 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.
- Electronic file of the 75% complete construction documents.

**Task 7 75% Construction Documents Complete Review Meeting**

**General:**

The CPM will attend a 75% construction documents complete review meeting with the City at Sacramento City Hall. The City will provide comment and direction based on the submittals. Upon receipt of the deliverables for this task the City will send an email authorizing the Consultant to proceed to the next task.

**Deliverables:**

Within one week the CPM will deliver the following to the City:

- 75% Construction Documents Complete Review meeting notes describing major discussions, decisions and action items.
- Updated Project Schedule in Microsoft Project format.

**100% Complete Construction Documents****Task 8 Prepare and Submit 100% Complete Construction Document Package****General:**

Based on the comment and direction received in the 75% Complete Review Meeting, the Consultant will prepare a 100% complete set of construction documents for review by the City. The set shall be prepared in AutoCAD and Microsoft Word and shall include but not be limited to the following:

- Cover Sheet. The cover sheet shall be in the City format. An example will be provided to the CPM.
- Existing Conditions and Demolition Plan. This plan will depict all of the existing site elements to be preserved or demolished. In addition it will contain an Existing Conditions and Demolition Legend, Existing Conditions and Demolition Standard Notes, Existing Conditions and Demolition Key Notes, Erosion Control Legend, and Erosion Control Key Notes.
- Storm Water Pollution Prevention Plan. The Consultant is responsible for preparing all necessary documents required to obtain clearance for construction under the National Pollutant Discharge Elimination system (NPDES) General Permit. The City is responsible for submitting the documents, initiating, maintaining and closing out processes required by the NPDES General Permit.
- Layout Plan showing the exact location of all elements. Layout Standard Notes, Layout Key Notes, Equipment Key Notes, Layout Legend and detail callouts. The layout plan shall show the datum information and significant northings and eastings for the work.
- Enlargement Plans as required to effectively communicate the design detail. The enlargement plans shall contain appropriate legend and notes schedules.
- Grading and Drainage Plan showing additional spot elevations and contours to bring the grading and drainage plan to a 100% complete Level. This plan shall also show

additional drain inlets and catch basin locations and associated drain line configuration and sizing. The plan will contain the appropriate notes and legends. In addition the cut and fill calculations shall be updated.

- Utilities Plan showing utilities design.
- Electrical Plan showing electrical design.
- Irrigation Plan showing proposed point of connection, backflow prevention device, booster pump, mainline routing and sizing, valve head and lateral layout all proposed valves. In addition a valve and lateral line of each zone type shall be sized. The plan will show the proposed static and operating pressure and the gallons per minute required for the system. The plan will contain the irrigation legend, irrigation standard notes, irrigation key notes and water calculations required by City Code.
- Detail sheets
- Contract Specifications 100% complete
- A 100% complete level estimate of probable construction cost.
- Identification of proposed additive alternates and if required, proposed phasing plan.

**Deliverables:**

- 4 full size sets of prints (24"x36") and 4 sets of 8-1/2"x11" documents.
- Electronic file of the 100% complete construction documents.

**Task 9 100% Construction Documents Complete Review Meeting**

**General:**

The CPM will attend a 100% construction documents complete review meeting with the City at Sacramento City Hall. The City will provide comment and direction based on the submittals. Upon receipt of the deliverables for this task the City will send an email authorizing the Consultant to proceed to the next task.

**Deliverables:**

Within one week the CPM will deliver the following to the City:

- 100% Construction Documents Complete Review meeting notes describing major discussions decisions and action items.
- Updated Project Schedule in Microsoft Project format.
- Original mylars stamped and signed by the appropriate Consultant design professionals.
- Task 8 100% Corrections and Building Permit Submittal Sets
- The Consultant will make corrections to the 100% Construction Documents and 100% complete estimate of probable construction cost as directed by the City.

- The Consultant will provide the City with one set of stamped and signed originals. Each sheet will contain a note provided by the City identifying the plans as “For Building Permit Review Only”
- The City will process the building permit and pay all necessary fees.
- CPM will provide the City with corrected sheets as required by the Building Department. Once all corrections are achieved, CPM will provide the City with one complete set of stamped and signed originals for use in bidding the project.

## **Bidding and Contract Award**

### **Task 10 Assistance with Bidding and Contract Award**

The Consultant shall allow for a maximum of 8 hours of CPM time to assist the City in answering bid questions, reviewing the bids, and attending one meeting at City hall to determine award of additive alternates, if any.

## **Construction Administration**

### **Task 11 Assistance with Construction Administration**

The CPM and appropriate sub-consultants will attend a maximum of fifteen meeting including but not limited to the following:

- Pre-Job Conference (one meeting)
- Construction Staking Review (one meeting)
- Site Grading Review (one meeting)
- Hardscape Layout
- Irrigation mainline pressure test (one meeting)
- Irrigation coverage test (one meeting)
- Soil preparation acceptance (one meeting)
- Plant material layout (two meetings)
- Substantial completion review (one meeting)
- Final acceptance (one meeting)

## **Expansion of Existing Tasks**

### **Task 12 City Directed Expansion of Existing Tasks**

Upon request by the City, the Consultant shall provide a scope and proposed fee for expansion of tasks encompassed in the existing scope work. If the City finds the proposal and

fee acceptable, the City will provide the Consultant with a letter authorizing the Consultant to proceed with the expanded task. The fee will be charged against the budget of \$11,204.00 set aside for Task 12 work.

## **Community Workshop**

### **Task 12.1 Prepare for and Conduct Community Workshop**

The consultant and appropriate sub-consultants will assist the City in preparing for and conducting a community workshop for the Sutter's Landing Park neighborhood to achieve consensus on Design Development plans. The workshop will include a presentation of the Design Development plans and options/alternatives for trail project elements (for example, trailhead/entry design). As appropriate, the workshop will include small break-out groups and an interactive hands-on exercise. The small groups will report back to the larger group to compile the overall results. These activities will help engage participants in decision making and engender a sense of ownership in the planning and design process.

Prior to the meeting with the community, the consultant will conduct up to six (6) brief (15-30 minute) telephone interviews with opinion leaders in the community and/or other interested parties to gather background information and preliminary feedback on issues and opportunities related to the American River Parkway Enhancement Project at Sutter's Landing Park. These one-on-one interviews will allow stakeholders a forum to speak candidly about the project, their concerns, and areas of agreement or disagreement related to the trail project.

#### **Tasks:**

- Prepare for and conduct an interactive workshop with the Sutter's Landing Park neighborhood and community/interest groups.
- Prepare workshop program, agenda, Summary of Opportunities PowerPoint presentation, and workshop materials within task budget allowance.
- City staff to identify and secure a workshop location.
- Design and prepare meeting announcement.
- City staff to distribute meeting announcement.
- Prepare for and conduct up to six (6) telephone interviews with community organizations and interest groups. Coordinate with City staff in developing interviewee list, schedule and interview questions.
- Prepare a summary report of community meeting and interview results.

#### **Deliverables:**

Meeting announcement (digital file for email distribution and/or printing by the City), PowerPoint presentation (digital file for website), meeting materials and facilitation, interview and meeting summary report (electronic copy).

**FEE PROPOSAL**

The Consultant shall provide a fee proposal to perform the work for this project in a separate sealed envelope as described in Appendix D. The fee proposal shall be in the following format:

**Design Development (Construction Documents 35% Complete)**

- Lump Sum: Task 1 Start-Up Meeting including deliverables.
- Lump Sum: Task 2 Preliminary Design Concept including deliverables.
- Lump Sum: Task 3 Design Development Package including deliverables.
- Lump Sum: Task 4 Design Development Review Meeting including deliverables.

**Assist City with Agency Reviews, Approvals, and Permits**

- Lump Sum: Task 5 Assist City with Agency Reviews, Approvals, and Permits

**75% Complete Construction Documents**

- Lump Sum: Task 6 Prepare and Submit 75% Complete Construction Document Package including deliverables.
- Lump Sum: Task 7 75% Construction Documents Complete Review Meeting including deliverables.

**100% Complete Construction Documents**

- Lump Sum: Task 8 Prepare and Submit 100% Complete Construction Document Package including deliverables.
- Lump Sum: Task 9 100% Construction Documents Complete Review Meeting including deliverables.

**Bidding and Contract Award**

- Lump Sum: Task 10 Assistance with Bidding and Contract Award.

**Construction Administration**

- Not to Exceed: Task 11 Assistance with Construction Administration including travel and other expenses.

**Expansion of Existing Tasks**

- Budget (amount as authorized in writing by City): Task 12 Expansion of Additional Tasks allow \$21,000

**Summary of Fees for Tasks 1 through 12.1**

- Not to Exceed: Total for Tasks 1 through 12.1

**Fee Matrix**

Provide a task fee matrix showing the staff designation, hourly rate, and proposed staff hours for each task in the scope. In addition, provide a lump sum line item under each task for deliverables production costs and each sub-consultant.

**Additional Services**

The Consultant shall include a fee schedule that will remain in effect for the entire length of the project. If additional services are required, upon request from the City, the Consultant will provide a scope and cost breakdown in a format acceptable to the City. The Consultant shall not commence work on additional services without written authorization to proceed from the City.

**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 TWO HUNDRED THIRTY TWO THOUSAND AND THREE HUNDRED AND FORTY DOLLARS (\$232,340.00).
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on a lump sum 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, Department of Parks and Recreation,  
Park Planning and Development Services, Landscape Architecture Section  
915 I Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814  
Phone (916) 808-5540 / Fax (916) 808-8275  
Attn: Tin-Wah Wong

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

**H.T. Harvey and Associates**

**Ecological Consultants**

1331 Garden Highway, Suite 310, Sacramento, CA 95833

T: 916-779-7350 F: 916-799-7359

**Sutter's Landing Park – American River Parkway Enhancements**

City of Sacramento

Department of Parks & Recreation

February 24, 2014

Task 1.0	Design Development Start-Up Meeting (Including Deliverables) Landscape Architect - HT Harvey Civil Engineer - Mark Thomas & Co. Electrical Engineer - M. Neils Engineering Design of Site Interpretive & Entry Signage - MIG, Inc.	\$ 2,122.00 \$ 680.00 \$ 300.00 \$ 1,140.00 <u>Lump Sum Fee for Task 1.0*:</u> \$ 4,454.00
Task 2.0	Preliminary Design Concept (Including Review Meeting & Deliverables) Landscape Architect - HT Harvey Electrical Engineer - M. Neils Engineering Design of Site Interpretive & Entry Signage - MIG, Inc.	\$ 16,418.00 \$ 800.00 \$ 4,670.00 <u>Lump Sum Fee for Task 2.0*:</u> \$ 22,435.00
Task 3.0	Design Development Package (Including Deliverables) Landscape Architect - HT Harvey Civil Engineer - Mark Thomas & Co. Electrical Engineer - M. Neils Engineering Design of Site Interpretive & Entry Signage - MIG, Inc.	\$ 16,340.00 \$ 5,710.00 \$ 1,860.00 \$ 5,295.00 <u>Lump Sum Fee for Task 3.0*:</u> \$ 30,491.00
Task 4.0	Design Development Review Meeting (Including Deliverables) Landscape Architect - HT Harvey Civil Engineer - Mark Thomas & Co.	\$ 5,528.00 \$ 1,188.00 <u>Lump Sum Fee for Task 4.0*:</u> \$ 6,835.00
Task 5.0	Assist City with Agency Reviews, Approvals & Permits Landscape Architect – HT Harvey	\$ 9,130.00 <u>Lump Sum Fee for Task 5.0:</u> \$ 9,130.00
Task 6.0	75% Construction Document Package (Including Deliverables) Landscape Architect - HT Harvey Civil Engineer - Mark Thomas & Co. Electrical Engineer - M. Neils Engineering Design of Site Interpretive & Entry Signage - MIG, Inc.	\$ 37,468.00 \$ 19,720.00 \$ 2,160.00 \$ 6,650.00 <u>Lump Sum Fee for Task 6.0*:</u> \$ 68,851.00

Task 7.0	75% Construction Document Review Meeting (Including Deliverables) Landscape Architect - HT Harvey	\$ 1,304.00
	<u>Lump Sum Fee for Task 7.0:</u>	<u>\$ 1,304.00</u>
Task 8.0	100% Construction Document Package (Including Deliverables) Landscape Architect - HT Harvey Civil Engineer - Mark Thomas & Co. Electrical Engineer - M. Neils Engineering Design of Site Interpretive & Entry Signage - MIG, Inc.	\$ 16,716.00 \$ 7,320.00 \$ 1,790.00 \$ 2,360.00
	<u>Lump Sum Fee for Task 8.0*:</u>	<u>\$ 29,333.00</u>
Task 9.0	100% Construction Document Review Meeting (Including Deliverables) Landscape Architect - HT Harvey Civil Engineer - Mark Thomas & Co. Electrical Engineer - M. Neils Engineering	\$ 9,065.00 \$ 1,188.00 \$ 350.00
	<u>Lump Sum Fee for Task 9.0*:</u>	<u>\$ 10,757.00</u>
Task 10.0	Bidding and Contract Award Landscape Architect - HT Harvey	\$ 1,304.00
	<u>Lump Sum Fee for Task 10.0:</u>	<u>\$ 1,304.00</u>
Task 11.0	Construction Administration Landscape Architect - HT Harvey Civil Engineer - Mark Thomas & Co. Electrical Engineer - M. Neils Engineering	\$ 20,704.00 \$ 3,720.00 \$ 1,500.00
	<u>Lump Sum Fee for Task 11.0*:</u>	<u>\$ 26,446.00</u>
Task 12.0	Expansion of Existing Tasks Landscape Architect - HT Harvey	\$ 11,204.00
	<u>Lump Sum Fee for Task 12.0:</u>	<u>\$ 11,204.00</u>
Task 12.1	Prepare and Conduct Community Workshop Landscape Architect - HT Harvey	\$ 9,796.00
	<u>Lump Sum Fee for Task 13.0:</u>	<u>\$ 9,796.00</u>
	<b><u>TOTAL LUMP SUM NOT TO EXCEED FEE:</u></b>	<b><u>\$232,340.00</u></b>

\*Lump Sum Fee for Task includes 10% markup on subconsultant fees.

ATTACHMENT 1 TO EXHIBIT B



**H. T. HARVEY & ASSOCIATES**  
**ECOLOGICAL CONSULTANTS**

**Professional Fees**

*Fees Effective 1 January 2014*

<b>Personnel Classification</b>	<b>Hourly Billing Rate</b>
Principal	\$ 215 – 247
Principal Landscape Architect	\$ 215
Senior Associate Ecologist	\$ 194
Associate Landscape Architect	\$ 179
Associate Ecologist	\$ 179
Landscape Architect	\$ 163
Senior Ecologist 2	\$ 163
Senior Ecologist 1	\$ 147
Restoration Landscape Designer	\$ 100 – 132
Ecologist 2	\$ 131
Ecologist 1	\$ 116
Field Biologist 2	\$ 100
Field Biologist 1	\$ 84
GIS Analyst	\$ 105
Technical Editor	\$ 100
Administrative Support	\$ 80
Clerical Support	\$ 65
Deposition and Testimony	Two times standard
<b>Subcontractual Consultants</b>	Cost plus 10%
<b>Direct Expenses</b>	Cost plus 10%
Transportation	Current IRS Federal Standard Mileage Rate <i>(56¢ / mile as of January 2014)</i>
Travel (Cost plus 10%)	~ \$200/day <i>(based on federal per diem rate)</i>
Field Equipment Operation	Variable

MARK THOMAS & COMPANY, INC.

CHARGE RATE SCHEDULE "O"

Expires August 31, 2014

HOURLY CHARGE RATES – SUTTER’S LANDING PARK PROJECT

PROFESSIONAL AND OFFICE

<u>Classification</u>	<u>Name</u>	<u>Billing Rate</u>
Principal/Project Manager	Rob Himes	\$290.00 per hour
Structural Manager	--	260.00 per hour
Engineering Manager IV	Matt Brogan	260.00 per hour
Engineering Manager III	--	225.00 per hour
Engineering Manager II	--	210.00 per hour
Engineering Manager I	--	185.00 per hour
Survey Manager	--	170.00 per hour
Engineer X	--	185.00 per hour
Engineer IX	--	175.00 per hour
Engineer VIII	--	165.00 per hour
Engineer VII	--	159.00 per hour
Engineer VI	James Pangburn	146.00 per hour
Engineer V	--	133.00 per hour
Engineer IV	Elizabeth Weeks	120.00 per hour
Engineer III	Joe Emond	109.00 per hour
Engineer II	--	99.00 per hour
Engineer I	Jon Hernandez / Alisha Dutta	91.00 per hour
Engineer Technician/Inspector IV	--	115.00 per hour
Engineer Technician/Inspector III	Alan Millar / Janet Doty	105.00 per hour
Engineer Technician/Inspector II	--	95.00 per hour
Engineer Technician/Inspector I	--	80.00 per hour
Engineer/Survey Technician	--	60.00 per hour
Assistant		
Land Surveyor II	Matt Stringer	165.00 per hour
Land Surveyor I	--	136.00 per hour
Project Surveyor II	--	132.00 per hour
Project Surveyor I	Brandon Benton	121.00 per hour
Survey Technician	Ryan Michalak	93.00 per hour
Construction Inspector	--	109.00 per hour
PR/Communications Manager	--	144.00 per hour
Technical Writer	--	98.00 per hour
Clerical/Typist II	--	77.00 per hour
Clerical/Typist I	Marlena Muniz	62.00 per hour
Messenger	--	45.00 per hour

FIELD

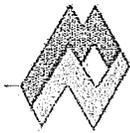
Single Chief	\$108.00 per hour
Single Chainman	88.00 per hour
2 Person Field Party and Vehicle	226.00 per hour
3 Person Field Party and Vehicle	313.00 per hour

**SPECIAL SERVICES**

Expert Witness	\$375.00 per hour
Strategic Consulting (Principal)	\$375.00 per hour

**OTHER DIRECT COSTS**

Reimbursables including, but not limited to: Printing and Materials, Filing Fees, and Field Expenses	-Cost plus 5%
Outside Consultant Fees	-Cost plus 5%



M. N E I L S  
E N G I N E E R I N G , I N C .

Electrical Engineers

Lighting Designers

**BILLING RATE SCHEDULE  
FOR  
ENGINEERING SERVICES**

Effective January 1, 2014

**Labor Rates**

The following are ranges of hourly labor billing rates:

Principal Engineer	\$190
Senior Project Manager	\$170
Project Manager	\$155
Senior Engineer	\$155
Engineer	\$145
Senior Designer	\$140
Designer	\$120
Assistant Engineer	\$105
Engineering Technician	\$100
Senior Drafter	\$100
Drafter	\$90
Assistant Drafter	\$80
Clerical	\$80

Reimbursable expenses include: postage other than for general correspondence; plan check, permit, and inspection fees required by governing bodies; plotting of CADD originals; printing and reproduction costs applicable to the project, including reproduction of bidding documents, except for incidental printing of check sets for client review; and any other cost associated with a project which is authorized by the client.

Reimbursable expenses will be billed at actual cost plus a service charge of 15%.

This schedule will be in effect through December 31, 2014, at which time it will be subject to change.

We plan and design your sustainable electrical environment

100 Howe Ave., Ste. 100 | Sacramento, CA 95825-8217 | (916) 923-4400 | fax (916) 923-4410  
[www.mneilsengineering.com](http://www.mneilsengineering.com)

**MIG INC.**

**Fee Schedule by Personnel**

<b>STAFF</b>	<b>TITLE</b>	<b>HOURLY RATE</b>
Carie DeRuiter	Creative Director	\$210
Jose Leal	Project Manager	\$145
Ed Canalin	Art Director	\$210
Laurie Matthews	Writer	\$135
	Production Manager	\$135
	Graphic Designer	\$100

*Effective 11 December 2013*

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]



Not furnish any facilities or equipment for this Agreement; or



furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

**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 24<sup>th</sup> 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                             | - Moving expenses                       |
| - Disability, life and other types of insurance | - Pension and retirement benefits       |
| - Family medical leave                          | - Vacation                              |
| - Health benefits                               | - Travel benefits                       |
| - Membership or membership discounts            | - 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 24<sup>th</sup> 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.



**NOTEPAD:**

HOLDER CODE CITYOFS  
INSURED'S NAME H T Harvey & Associates

HTHAR-1  
OP ID: MR

PAGE 2  
Date 03/03/2014

General Liability Insurance policy automatically extends blanket additional insured when requested by written contract. Policy is subject to 30-day cancellation notice (10 days in the event of nonpayment of premium.)



HTHAR-1 OP ID: MR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2014

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).

<b>PRODUCER</b> Integra Insurance Services, Inc 14107 Winchester Blvd Suite V Los Gatos, CA 95032		<b>CONTACT NAME:</b> Joan Fabricius-Lyons <b>PHONE (A/C No, Ext):</b> 408-335-1203 <b>FAX (A/C, No):</b> 408-354-3454 <b>E-MAIL ADDRESS:</b> jlyons@integra-insurance.com	
		INSURER(S) AFFORDING COVERAGE	
			NAIC #
		INSURER A : Travelers Prop Cas of America	25674
<b>INSURED</b> H T Harvey & Associates Triple H S, Inc. K Hunsicker 983 University Ave Suite D Los Gatos, CA 95032		INSURER B : Landmark American Ins Co	33138
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		6804D883508	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab.						PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		BA4D88650A	09/01/2013	09/01/2014	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						Emp Ben. \$ Included
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			XSMCUP4154T632	09/01/2013	09/01/2014	BODILY INJURY (Per person) \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XJUB-4139T49-3-13	09/01/2013	09/01/2014	PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS \$
B	<input checked="" type="checkbox"/> Prof Liab - E&O			LHR821737	09/01/2013	09/01/2014	OTHER \$
	<input checked="" type="checkbox"/> E&O (Claims Made)						E.L. EACH ACCIDENT \$ 1,000,000
B	<input checked="" type="checkbox"/> Prof Liab - E&O			RETRO DATE 9/1/1995	09/01/2013	09/01/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	<input checked="" type="checkbox"/> E&O (Claims Made)						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Occ/Agg 5,000,000 Ded. 5,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Sacramento, its volunteers, employees, official and agents are added as additional insured per endorsement #CG D3 81 09 07 for work done by the named insured on Project: 3325-02 American River Parkway-Sutters Landing Design. Such insurance shall be primary and non-contributory per policy wording.

<b>CERTIFICATE HOLDER</b>  CITYOFS  City of Sacramento, Dept. of Parks & Rec. Park Planning & Development Svcs., Landscape Architecture Section, 915 I St 3rd Floor, Sacramento, CA 95814	<b>CANCELLATION</b>  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 
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Triple H.S., dba HT Harvey & Associates

Term: September 1, 2013 to September 1, 2014

Policy #6804D883508 - Travelers Property Casualty Co. of America

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**X** **A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Form **W-9**  
 (Rev. December 2011)  
 Department of the Treasury  
 Internal Revenue Service

## 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) Triple HS, Inc.	
	Business name/disregarded entity name, if different from above H. T. Harvey & Associates	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input 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.) 983 University Avenue, Building D	Requester's name and address (optional)
	City, state, and ZIP code Los Gatos, CA 95032	
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								

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

Employer identification number								
9	4	-	2	2	0	4	9	5

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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.

<b>Sign Here</b>	Signature of U.S. person ▶		Date ▶	3/18/14
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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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.