Meeting Date: **5/13/2014**

Report Type: Consent

Report ID: 2014-00298

City of SACRAMENTO **13**

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Agreement: West Yost Associates for Engineering Services for the 9th Street Sewer Improvements, G to L Street Project

Location: District 4

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a Professional Services Agreement with West Yost Associates for the feasibility study and final design of the 9th Street Sewer Improvements, G to L Street Project (X14010042), in an amount not-to-exceed $374,242.

Contact: Bill Busath, Engineering & Water Resources Manager, (916) 808-1434; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:
1-Description/Analysis
2-Background
3-9th Street Sewer Location Map
4-Prop 1E Project Location Map
5-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
5/1/2014 9:57:05 AM

Approvals/Acknowledgements

Department Director or Designee: Jamille Moens - 4/28/2014 11:43:11 AM

James Sanchez, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
John F. Shirey, City Manager

James Sanchez, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
John F. Shirey, City Manager

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Description/Analysis

Issue Detail: The City was awarded a grant from the State of California (Department of Water Resources) Proposition 1E Round 1 Stormwater Flood Management Grants, to assist in financing the Downtown Combined Sewer Upsizing Program. The 9th Street Sewer Replacement project is one of the final components of the Downtown Combined Sewer Upsizing Program.

Due to the design complexity of the 9th Street Sewer project, including project location and potential for underground conflicts, and the availability of City resources, the City's Department of Utilities recommends hiring a consultant to complete a feasibility study and provide final design and construction support services for the combined sewer improvements.

Based on evaluation of the five consulting firms submitting qualification statements/proposals for this project, staff is recommending the City enter into a professional services agreement with West Yost Associates.

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 (AP) 4102. This report's recommendation is also consistent with the City's Strategic Plan Goals of improving and expanding public safety and achieving sustainability and livability.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Community Development Department, Environmental Planning Services Division has reviewed this action and has determined that the selection of a consultant to complete a feasibility study and provide final design and construction support services for the combined sewer improvements is not a project under the California Environmental Quality Act (CEQA) section 15378 because it is an administrative activity. CEQA compliance for the 9th Street Sewer Replacement project will be addressed during project design, prior to the City Council's award of any construction contract.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The request for qualifications (RFQ) for Engineering Services for the 9th Street Sewer Improvements, G to L Street project was issued September 12, 2013 and statements of qualifications (SOQs) were received and opened on October 10, 2013.

Five SOQs were received, reviewed, scored, and ranked by each individual of the selection committee. The scores and rankings were compiled and West Yost Associates was selected as the top-ranked firm to provide engineering design services for the 9th Street sewer project. West Yost Associates SOQ demonstrated outstanding experience with similar projects, expertise in the design of large diameter gravity sewer projects in dense urban environments, knowledge of the City's combined sewer system, and a thorough and straightforward project approach,

Financial Considerations: There is sufficient grant funding (Fund 6206) in X14010042 for the proposed agreement in an amount not-to-exceed $374,242.

Local Business Enterprise (LBE): The selection of consultants for this project complied with the LBE process and requirements in place at the time the RFQ process was conducted in September 2013 (evaluation preference of 2% for certified LBE firms and 5% for certified SBE/EBE firms). For this reason, the revised LBE requirements adopted in December 2013, do not apply to this contract.

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Background

In November 2006, California voters passed Proposition 1E, the Disaster Preparedness and Flood Prevention Bond Act, which provided $300,000,000 for Integrated Regional Water Management (IRWM).

In August 2010, the State of California, Department of Water Resources (DWR) released the IRWM Grant Program Proposal Solicitation.

On April 12, 2011, City Council authorized the City Manager or City Manager's designee to respond to the grant solicitation by preparing the necessary data, conducting investigations, filing the grant application, and entering into an agreement with DWR to receive the grant (Resolution 2011-206).

In January 2013, the City of Sacramento City Manager executed an agreement (C2012-1008) between the City of Sacramento Department of Utilities and DWR in the amount of $6,210,151 for the Combined Sewer System Improvement project, providing funding for portions of the Combined Sewer System.

As defined by the Proposition 1E Grant Agreement, the Combined Sewer System Improvement project funded by this grant consists of seven phases of the Combined System Downtown Sewers Upsizing Program:

- J/K Alley Sewer from 9th to 11th Street (J/K Alley)
- 5th Street Sewer from U to P Street (5th Street)
- S Street Sewer from 7th to 14th Street (S Street - 7th to 14th)
- S Street Sewer from 14th to 17th Street (S Street - 14th to 17th)
- P Street Sewer from 5th to 7th Street (P Street)
- 7th Street Sewer from P to K Street, and L Street from 7th to 9th Street (7th Street)
- 9th Street Sewer from L to G Street (9th Street)

As part of the Combined Sewer System Improvement project, and a component of the Downtown Combined Sewer Upsizing Program, the 9th Street Sewer Improvements G to L Street project will be funded with grant funds (see the Prop 1E Project Location Map and the 9th Street Sewer Location Map).

The purpose of the 9th Street Sewer project is to evaluate the feasibility of replacing the existing combined sewer pipeline with approximately 2,130 linear feet of 60-inch diameter combined sewer pipeline within the City right-of-way. Then, if warranted, complete the final design and prepare bid documents for the project. Consultant engineering services include performing the feasibility study, producing final plans,

specifications & cost estimate, and performing engineering support during bidding and construction.

A request for qualifications (RFQ) for Engineering Services for the 9th Street Sewer Improvements, G to L Street project was issued September 12, 2013 and statements of qualifications (SOQs) were received and opened on October 10, 2013.

Five SOQs were received, reviewed, scored, and ranked by each individual of the selection committee. The scores and rankings were compiled and West Yost Associates was selected as the top-ranked firm to provide engineering design services for the 9th Street sewer project. The scope of work and fee have been negotiated and mutually agreed upon by the City and West Yost Associates and meet the funding and budget requirements of the project.

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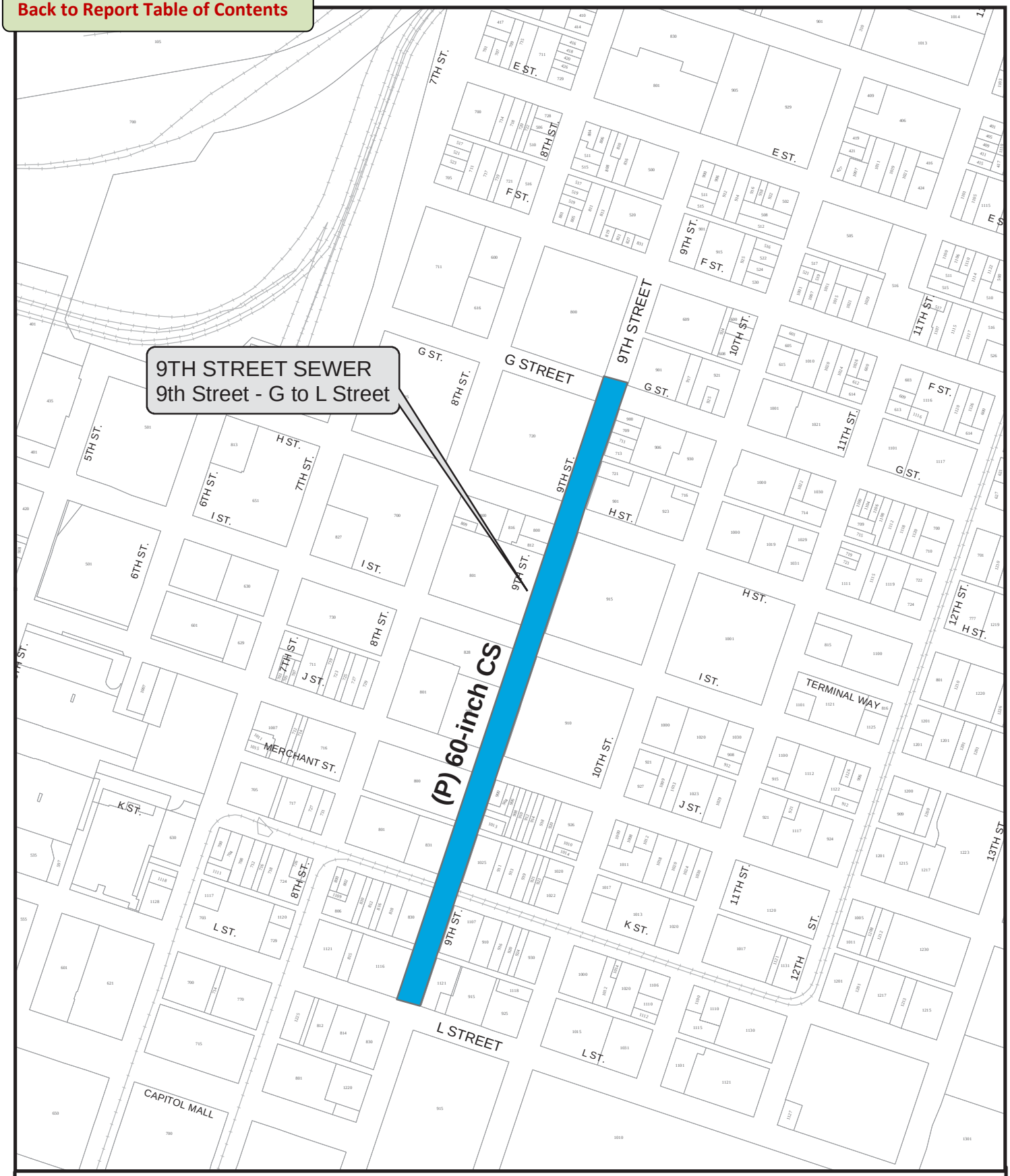

PROJECT SCOPE:

9th Street - Construct 60-inch combined sewer pipeline from G to L Street

Project No. X14010042

City of SACRAMENTO Department of Utilities

9th Street Sewer Project Location Map

APPROVED BY: B. GRANT NO SCALE
DRAWN BY: D. MATHISON DWG. NO.:1
SEWER BOOK PAGE(S): CC14, BB14

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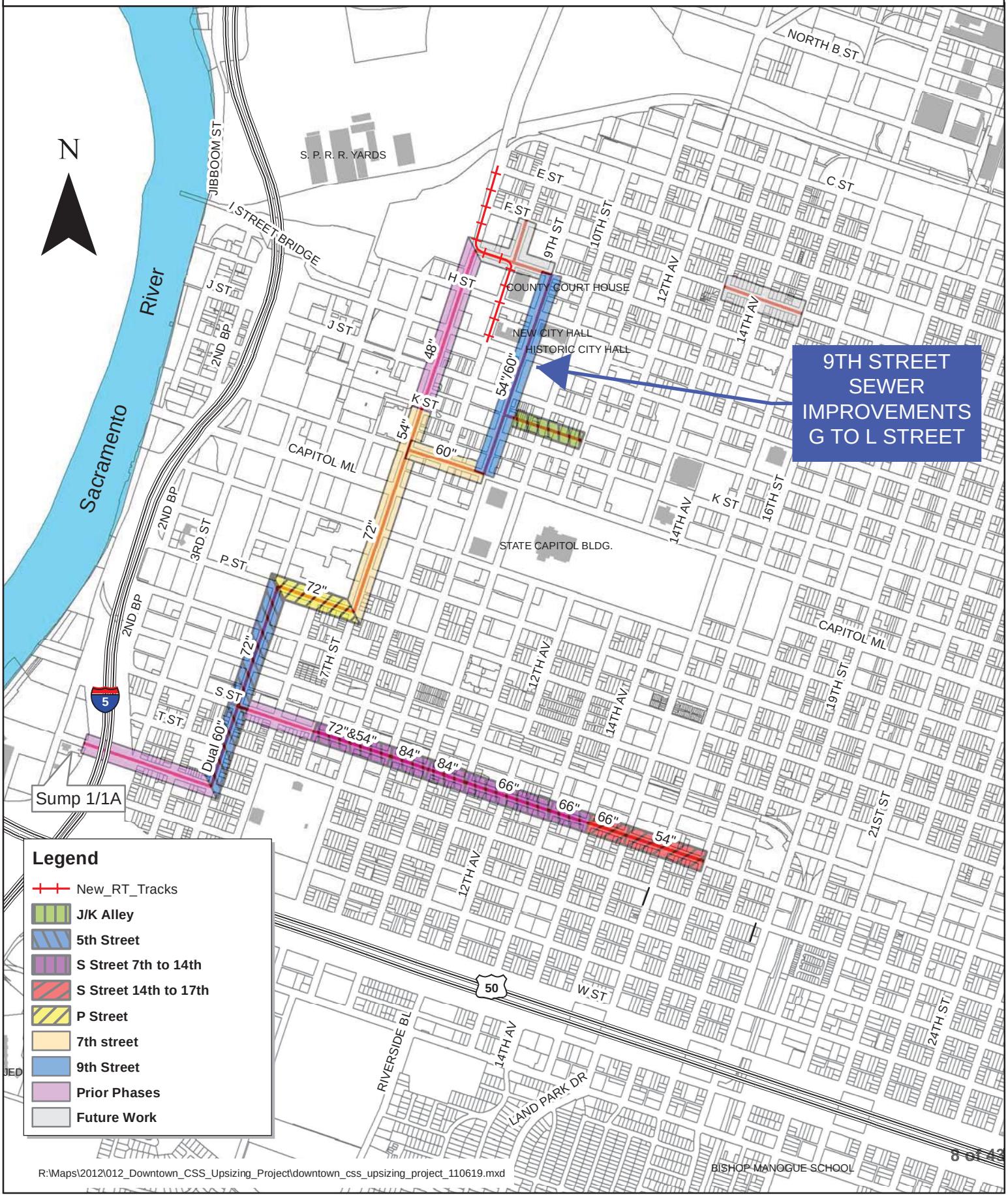
DOWNTOWN COMBINED SEWERS UPSIZING PROJECT
PROP 1E PROJECT LOCATION MAP

9th Street Sewer Improvements, G to L Street (X14010042)



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PROJECT #: X14010042
PROJECT NAME: 9th Street Sewer Improvements G to L Street
DEPARTMENT: Utilities Department
DIVISION: Engineering 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 _____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

West Yost Associates
2020 Research Park Drive, Suite 100, Davis, CA 95618
PH: (530) 756-5905, FAX: (530) 756-5991

("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:_____

Title:_____

For: John F. Shirey, City Manager

APPROVED AS TO 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:

West Yost Associates
NAME OF FIRM

_____
Federal I.D. No.

_____
State I.D. No.

_____
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:* _____*)*

_____
Signature of Authorized Person

_____
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: West Yost Associates

Address: 2020 Research Park Drive, Suite 100, Davis, CA 95618

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

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

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

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to

maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

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

_____ _____

Signature of Authorized Representative Date

_____

Print Name

_____

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Dale Mathison, Project Manager
1395 35th Ave. Sacramento, CA 95822
Phone: (916) 808-1911 / Fax: (916) 808-1497 / dmathison@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:

John Goodwin, Vice President
2020 Research Park Drive, Suite 100, Davis, CA 95618
Phone: (530) 792-3294 / Fax: (530) 756-5991 / jgoodwin@westyost.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 _____ 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. [*Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:*]

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, set forth in the scope of services.

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 $_____374,242_____**.**

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*

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, Utilities Department
1395 35th Ave, Sacramento, CA 95822
Phone: (916) 808-1911 / Fax: (916) 808-1497

Attn: Dale Mathison

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.

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, Procurement Services containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ 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, Procurement Services, at the same address, containing the details of the alleged violation.

Attachment 1 to Exhibit A

9TH STREET SEWER IMPROVEMENTS, G TO L STREET PROJECT

Anticipated Scope of Work

TASK 1.0 PROJECT SCHEDULE

Prepare and submit project schedule for Feasibility Study and Final Design

1.01 Prepare Preliminary Schedule

1.02 Prepare Schedule Updates During Design

Deliverables:

- Preliminary schedule
- Schedule updates during design

TASK 2.0 FEASIBILITY STUDY

2.01 Review Drawings & Data

City will provide to Consultant plan & profile drawings that include topographic survey data, including the existing pipeline size and alignment. Based on initial hydraulic analysis, the City proposes to replace the existing combined sewer (CS) pipeline with a 60-inch diameter CS pipeline from G to L Street at an approximate slope of 0.00137 ft/ft. Utility information received from utility companies (e.g., gas, electric, telecom) will be provided by the City. All available CCTV reports of the existing combined sewer pipeline along 9th Street will be provided. Consultant shall review the drawings and data and identify the need for any supplemental survey data or utility information.

2.02 Gather Project Information & Site Visit

Review project area, visit site, and collect information on existing structures, utilities, etc. that may affect the design or construction of the combined sewer main.

2.03 Review Utility A Letters & Data

The City's protocol for gathering existing utility information and coordinating the design of public improvement projects is based upon procedures that were prepared by the members of the APWA Joint Utilities Coordination Committee in 1992. These procedures describe how each agency should initiate communication with utility companies and other agencies that may have facilities in the project area three times during the design phase.

1. “A” Letter – Near the beginning of the design process, the A Letter, along with a project location map, is sent to utility companies that may have facilities in the project area, requesting utility information and maps of their facilities.

2. “B” Letter – At the 60% design stage, the B Letter, along with 60% design plan & profile sheets (B Plans) are sent to each utility company that has facilities in the project area. Based on information received in the A Letter stage, the B Letter notifies each utility company whether or not they need to relocate their facilities. The B Plans contain the necessary information required to initiate utility relocation design.
3. “C” Letter – When final design plans are completed, the C Letter, along with final plans, is sent to each utility company with facilities in the area notifying them that the project has been advertised for construction and confirming the schedule for any utility relocation identified at the B Letter stage.

The A Letter has been sent by the City. Much of the utility data received in response is schematic and may need depth and horizontal location confirmation. The Consultant shall review the existing utility information and contact the Utility companies as necessary to update utility information and verify location of facilities. After the feasibility study is complete, and if the project is deemed feasible, the Consultant is expected to prepare and send the B and C Letters during the Final Design task.

2.04 Supplemental Surveying

Consultant shall determine if supplemental survey information is needed and will coordinate with City survey crews to complete the additional survey work. City survey crews will provide consultant with survey data to incorporate into the design.

2.05 Potholing

Consultant shall perform potholing necessary to positively confirm or deny conflicts along the proposed alignment. The potholing scope of work shall be submitted to the City for review, and upon approval, Consultant shall perform the potholing work and submit the results to the City in the form of a technical memorandum. At a minimum, the following data should be collected: pothole location, facility type and material (e.g., PG&E gas, 4” plastic, encased in slurry/concrete), depth to top of facility, depth to bottom of facility, thickness of AC, and any other relevant information. The consultant should obtain all necessary permits, clear vacuum excavation potholing locations through Underground Service Alert (USA), and provide traffic control. Documentation of potholing results shall be included in the Feasibility Study.

Assumptions:

- Assume a maximum of 70 potholes; 35 to be located within intersections that will require additional traffic control and 35 to be located within streets that just require standard lane closure traffic control. The subcontractor’s unit cost for “intersection potholes” is $1,492 and the unit cost for “standard potholes” is $944. Two flagmen will be provided for “intersection potholes.”

- Backfill potholes with Class II backfill and hot asphalt paving.
- It is anticipated that West Yost will have a representative on site approximately 50 to 75 percent of the time during potholing operations. It is estimated that potholing would take approximately 15 work days.

2.06 Geotechnical Investigation

City Staff and their consultant shall perform the geotechnical investigation including field exploration, material testing, and preparation of the geotechnical data report. Upon completion of the geotechnical investigation, City will provide the Consultant with a geotechnical data report that includes a brief description of the field investigation performed, a discussion regarding the subsurface soil and groundwater conditions encountered, a discussion regarding the limitations of the investigation, conditions for use of the data, maps showing exploration locations, and the logs of the borings.

Consultant shall coordinate with City staff and include the information in the feasibility study, final design plans and the bidding documents.

2.07 Sacramento Regional Transit (RT) Permit for Potholing

The Consultant shall obtain an RT Metro Track Warrant (2700 Academy Way, Sacramento) for all work performed near RT rail facilities, within 10 feet of an RT light rail track. The Consultant is responsible for securing the track warrant and attending any required training for potholing work or any other work needed for the feasibility study and final project design. Contact Sharon Fultz at RT (916-556-0308, sfultz@sacrt.com) for track warrant and training information.

2.08 Preliminary Plans and Cost Estimate

The submittal shall include three hard copies and one electronic copy of the following:

- Plan and profile drawings – include, at a minimum, the following information:
  - All topographic info/survey data
  - Location of existing utilities
  - Potholing results
  - Geotechnical boring locations
  - Vertical and horizontal alignment and size of proposed
  - pipeline
  - Proposed construction methods
- List of utility conflicts requiring relocation
- Updated design schedule and construction cost estimate

<u>Deliverables:</u>

- Three sets of 11” x 17” drawings, and construction cost estimate and one electronic copy.

2.09 Address Comments

Based upon comments obtained, revise the plan & profile sheets and costs as necessary. Document revisions to show City reviewers how their comments were addressed.

2.10 Constructability Review

Consultant shall perform an objective constructability review of the project after potholing, geotechnical investigation, plan and profile drawings, and cost estimate have been completed and reviewed by the City. Consultant shall coordinate with the City to identify at least two contractors to review and comment on the constructability of and construction methods proposed for the project. The information obtained from the constructability review should be included in the Feasibility Study.

2.11 Prepare Feasibility Study

The feasibility study shall summarize the work performed thus far and provide a recommendation on whether or not to proceed with final design along the 9th Street corridor. If the recommendation is to proceed with the final design along the 9th Street corridor, Consultant must receive concurrence from the City in writing before proceeding with Final Design work. If the Consultant determines that the proposed alignment is not feasible and/or the City decides not to proceed with final design, no further work will be needed beyond completion of the Feasibility Study. Three hard copies and one electronic copy or the Draft Feasibility Study shall be submitted to the City for review. Comments shall be incorporated and three hard copies and one electronic copy of the final Feasibility Study shall be submitted. The feasibility study shall include:

- Overall approach to feasibility study
- Plan and profile drawings for entire pipeline alignment
- Potholing results with list of utility conflicts requiring relocation and proposed solutions to resolve conflicts
- Geotechnical data report
- Constructability review summary
- Updated design schedule and construction cost estimate
- Recommendation on how to proceed with final design

Deliverables:

- Three hard copies and one electronic copy of the Draft Feasibility Study
- Three hard copies and one electronic copy of the Final Feasibility Study

TASK 3.0 PREPARE FINAL DESIGN PLANS, SPECIFICATIONS & COST ESTIMATE (PS&E)

3.01 Hydraulic Analysis

Based on feasibility study plans, DOU staff will incorporate the project into the InfoWorks model to evaluate the design to optimize flooding reduction. The Consultant shall provide design input and the City will work with the Consultant on design details; such as the connection to the existing pipelines at 9th & G Street. The Consultant shall make changes to the design based on this analysis.

3.02 Prepare 60% Design Plans

After review and comment on the feasibility study and results from the hydraulic analysis, Consultant shall continue the design work to prepare the 60% design level plans which include a cover sheet with location and vicinity maps, updated plan & profile sheets, proposed details, etc., and submit for City review. These plans shall reflect the design and construction method/s agreed upon.

Deliverables:

- Three hard copies and one electronic copy of the 60% Design Plans

3.03 Utility Relocations and Utility B Letters

Determine which utility companies must relocate their facilities in conflict with the proposed project. Send 'B' letters to all utility companies with facilities in the project area. Along with the B Letter, include the 60% plans showing all planned utility relocations, and the anticipated project bidding and construction schedule. Those utility companies involved with relocations have 60 days from receipt of the 'B' letter for planning and engineering their relocations, and a total of 120 days from receipt of the 'B' letter to complete the relocations. If the final 'C' plans revise the necessary relocation design, there can be increased time and cost impacts to complete the required relocation.

Deliverables:

- Copy of B Letters & list of recipients

3.04 Permits – Consultant shall include in specifications

- **Environmental:** The City Community Development Department (CDD), Environmental Planning Services Division, is reviewing the proposed project for compliance with the requirements of the California Environmental Quality Act (CEQA), and has determined that an Addendum to the certified EIR for the City's Combined Sewer System Rehabilitation and Improvement Plan and Notice of Determination is the appropriate CEQA documentation. It is anticipated that the proposed project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects considered in the certified EIR. Pursuant to CEQA Guidelines Section 15162, a subsequent EIR is not required.

- **Stormwater:** It is anticipated that a Storm Water Pollution Prevention Plan (SWPPP) will not be required. An Erosion and Sediment Control Plan is required to be submitted by the contractor who is awarded the construction work.

- **Sacramento Regional Transit (RT):** The Contractor will be responsible for obtaining an RT Metro Track Warrant (2700 Academy Way, Sacramento) for all work performed near RT rail facilities (within 10 feet of an RT light rail track). The Consultant is responsible for including this language in the specifications. Contact Sharon Fultz at RT (916-556-0308, sfultz@sacrt.com) for track warrant and training information.
- No other permits are anticipated for this project. However, the Consultant shall identify any permits discovered to be necessary for the project and determine procedures to obtain the permit and contacts at appropriate agencies.

3.05 Prepare Special Provisions

DOU's basic sewer project specifications are typically prepared in 'Special Provision' format. The special provisions describe work to be performed relative to Sacramento's Standard Specifications for Public Construction. DOU will provide a template of the master Special Provisions to the Consultant. Consultant may use this and make changes and suggestions as they see fit.

Deliverables:

- Electronic copy of Draft Special Provisions

3.06 Prepare Traffic Detour Plans

Consultant shall prepare traffic detour plans for the project. Consultant shall coordinate with the City and submit for review.

Assumptions:

- Provide Traffic Detour Plans in accordance with CA MUTCD and the City of Sacramento Standards.
- Assumes 5 sheets of traffic detour plans using Google aerial photos for the background.
- For construction, it is assumed that 9th Street will be closed one block at a time for construction.
- Scope does not include temporary traffic signal plan. This will be provided by the City's Public Works Department, if necessary.
- Scope does not include traffic counts or traffic studies.

Deliverables:

- Electronic copy of Draft Traffic Detour Plans

3.07 Prepare 90% Plans, Specifications and Construction Cost Estimate

The 90% Plans should include all revisions from the 60% review. Provide hard copies and an electronic copy to the City for review.

Deliverables:

- Electronic copy of 90% Plans, Specs & Cost Estimate

3.08 Address Comments

Based upon comments obtained, revise the 90% PS&E as necessary. Document revisions to show reviewers how their comments were addressed.

3.09 Prepare 100% Plans, Specifications and Construction Cost Estimate

After incorporating the comments, the professional engineer in charge shall complete the plans, specifications and cost estimate by stamping and signing the documents.

Deliverables:

- Electronic copy of 100% PS&E, including response to comments.

3.10 City Signoff

If there were significant City comments and changes, review how the changes were incorporated into the documents, then have the City signoff on the plan set cover sheet.

3.11 Utility C Letter

Prepare the C letter with final plans that will be used for bid purposes. Describe any changes since sending the 'B' letter. For example, identify any major design revisions, bid date or construction schedule changes, or any foreseeable delays in the project due to public hearings. The City will send the C letters out when the project is advertised for construction.

Deliverables:

- Copy of C Letter & list of recipients

3.12 Final Design Deliverables

Deliverables:

- Three hard copies and one electronic copy of the final signed plans, specifications, construction cost estimate, and relevant communications including technical memorandums, meeting minutes, current status of utility relocations, and other pertinent project information.

TASK 4.0 ENGINEERING SUPPORT DURING BIDDING

Consultant shall provide engineering support during the bid period. This work may include answering and logging questions and preparing addenda during the bid period.

4.01 Respond to Questions

Consultant shall respond to questions received during bidding.

4.02 Prepare Addenda

Consultant shall prepare up to two addenda for distribution by the City.

TASK 5.0 ENGINEERING SUPPORT DURING CONSTRUCTION

Consultant shall provide engineering support during the construction of the project. The City will conduct construction inspection tasks and the Consultant shall provide engineering support. This work may include the following tasks: assist with public outreach and public meetings, review contractor submittals, respond to RFI's, perform site visits, advise the City regarding construction methods and construction related problems, and review contractor change order requests and advise the City.

5.01 Assist with Public Outreach

Consultant shall assist with public outreach (led by the City with Consultant providing technical support) and attend up to 2 public meetings when requested by the City.

5.02 Review Submittals

Consultant shall process up to 30 submittals at 2 hours each.

5.03 Respond to RFIs

Consultant shall respond to up to 10 RFIs at 3 hours each.

5.04 Site Visits

Consultant shall attend up to 8 site visits when requested by the City.

5.05 Construction Meetings

Consultant shall attend up to 8 construction meetings when requested by the City.

5.06 Assist with Change Orders

Consultant shall assist with review of proposed change orders. Assume 40 hours of

effort.

5.07 Record Drawings

Consultant shall prepare record drawings based on markups provided by the Contractor and reviewed by the City.

TASK 6.0 PROJECT MANAGEMENT

6.01 Monthly Project Status Reports

6.02 Project Meetings & Coordination

6.03 QA/QC Reviews

Proposed Design & Construction Schedule

Notice to Proceed ---------- May 2014
City Review of Feasibility Study ---------- September 2014
City Review of 90% PS&E ---------- December 2014
100% PS&E and City Signoff ---------- January 2015
Advertise Construction Contract ---------- January 2015
Bids Due ---------- February 2015
Contract Award ---------- March 2015
Construction NTP ---------- April 2015

The above schedule is tentative and subject to change based upon weather, design status, or other factors. It is critical that construction be completed prior to the fall rain season, beginning approximately October 2015.

City of Sacramento
9TH STREET SEWER IMPROVEMENTS, G TO L STREET

Estimated Hours and Budget									Labor		Drafting		Other Costs			Sub. 1	Sub. 2
West Yost Associates		P/VP $240 Goodwin	EM $229 McWilliams	SE/SS $186 Durbin	ESII $147 Pezzini	ESI $126 Muradian	ADMIII $98	SD/SCAD $120	Hours	Fee	Hours	Fee $25	Sub. w/ markup 10%	Other Direct	Total Costs	**EXARO**	**Y&C**
PROJECT: 9th Street Sewer																	
Task 1.0	***Project Schedule***																
1.01	Prepare Preliminary Schedule	2		4					6	$ 1,224	0				$ 1,224		
1.02	Prepare Updates During Design	2		4					6	$ 1,224	0				$ 1,224		
Subtotal, Task 1 (hours)		**4**	**0**	**8**	**0**	**0**	**0**	**0**	**12**		**0**						
Subtotal, Task 1 ($)		**$ 960**		**$ 1,488**						**$ 2,448**					**$ 2,448**		
Task 2.0	***Feasibility Study***																
2.01	Review Drawings & Data	4		8	8				20	$ 3,624	0				$ 3,624		
2.02	Gather Project Information & Site Visit	4		4	4				12	$ 2,292	0			$ 100	$ 2,392		
2.03	Review Utility A Letters & Data			4	4				8	$ 1,332	0				$ 1,332		
2.04	Supplemental Surveying	2		4	4				10	$ 1,812	0				$ 1,812		
2.05	Potholing	4		8	90				102	$ 15,678	0		$ 93,786	$ 400	$ 109,864	$ 85,260	
2.06	Geotechnical Investigation	4		4					8	$ 1,704	0				$ 1,704		
2.07	RT Permit for Potholing	2		4					6	$ 1,224	0				$ 1,224		
2.08	Preliminary Plans and Cost Estimate	8	8	24	24	24			88	$ 14,768	40	$ 1,000		$ 200	$ 15,968		
2.09	Address Comments	2		8	8	8			26	$ 4,152	0				$ 4,152		
2.10	Constructability Review	8		12	8				28	$ 5,328	0				$ 5,328		
2.11	Prepare Feasibility Study	16		40	40		20		116	$ 19,120	0			$ 200	$ 19,320		
Subtotal, Task 2 (hours)		**54**	**8**	**120**	**190**	**32**	**20**	**0**	**424**		**40**						
Subtotal, Task 2 ($)		**$ 12,960**	**$ 1,832**	**$ 22,320**	**$ 27,930**	**$ 4,032**	**$ 1,960**			**$ 71,034**		**$ 1,000**	**$ 93,786**	**$ 900**	**$ 166,720**	**$ 85,260**	
Task 3.0	***Final Plans, Specs, & Cost Est.***																
3.01	Hydraulic Analysis	2		4					6	$ 1,224	0				$ 1,224		
3.02	Prepare 60% Plans	8	8	28	28	28			100	$ 16,604	40	$ 1,000		$ 200	$ 17,804		
3.03	Determine Utility Relocations and B Letters	4	4	16	16				40	$ 7,204	0				$ 7,204		
3.04	Permits	2		16					18	$ 3,456	0				$ 3,456		
3.05	Prepare Special Provisions	16		32	32		24		104	$ 16,848	0				$ 16,848		
3.06	Prepare Traffic Detour Plans	2		4	4				10	$ 1,812	0		$ 19,800		$ 21,612		$ 18,000
3.07	Prepare 90% Plans, Specs, & Cost Est.	8	8	32	32	28	8		116	$ 18,720	40	$ 1,000		$ 200	$ 19,920		
3.08	Address Comments	4		12	12				28	$ 4,956	0				$ 4,956		
3.09	Prepare 100% Plans, Specs, & Cost Est.	4	8	16	16	12	8		64	$ 10,416	8	$ 200		$ 200	$ 10,816		
3.10	City Sign Off	2		8					10	$ 1,968	0				$ 1,968		
3.11	Utility C Letter			4	4		4		12	$ 1,724	0				$ 1,724		
3.12	Final Deliverables				8		4		12	$ 1,568	0			$ 500	$ 2,068		
Subtotal, Task 3 (hours)		**52**	**28**	**172**	**152**	**68**	**48**	**0**	**520**		**88**						
Subtotal, Task 3 ($)		**$ 12,480**	**$ 6,412**	**$ 31,992**	**$ 22,344**	**$ 8,568**	**$ 4,704**			**$ 86,500**		**$ 2,200**	**$ 19,800**	**$ 1,100**	**$ 109,600**		**$ 18,000**
Task 4.0	***Engineering Support During Bidding***																
4.01	Respond to Questions	8	4	16			2		30	$ 6,008	0				$ 6,008		
4.02	Prepare Addenda	8	4	16	16		4		48	$ 8,556	0				$ 8,556		
Subtotal, Task 4 (hours)		**16**	**8**	**32**	**16**	**0**	**6**	**0**	**78**		**0**						
Subtotal, Task 4 ($)		**$ 3,840**	**$ 1,832**	**$ 5,952**	**$ 2,352**		**$ 588**			**$ 14,564**					**$ 14,564**		
Task 5.0	***Engineering Support During Construction***																
5.01	Assist with Public Outreach	8		16					24	$ 4,896	0			$ 50	$ 4,946		
5.02	Review Submittals	12		40	16				68	$ 12,672	0		$ 1,100		$ 13,772		$ 1,000
5.03	Respond to RFIs	8		20	16				44	$ 7,992	0				$ 7,992		
5.04	Site Visits	16		16					32	$ 6,816	0			$ 200	$ 7,016		
5.05	Construction Meetings	20		20					40	$ 8,520	0			$ 200	$ 8,720		
5.06	Assist with Change Orders	20		20					40	$ 8,520	0				$ 8,520		
5.07	Record Drawings	2		12	24				38	$ 6,240	16	$ 400			$ 6,640		
Subtotal, Task 5 (hours)		**86**	**0**	**144**	**56**	**0**	**0**	**0**	**286**		**16**						
Subtotal, Task 5 ($)		**$ 20,640**		**$ 26,784**	**$ 8,232**					**$ 55,656**		**$ 400**	**$ 1,100**	**$ 450**	**$ 57,606**		**$ 1,000**
Task 6.0	***Project Management***																
6.01	Monthly Project Status Reports	16							16	$ 3,840	0				$ 3,840		
6.02	Project Meetings & Coordination	20		16	16				52	$ 10,128	0				$ 10,128		
6.03	QA/QC Reviews	16	24						40	$ 9,336	0				$ 9,336		
Subtotal, Task 6 (hours)		**52**	**24**	**16**	**16**	**0**	**0**	**0**	**108**		**0**						
Subtotal, Task 6 ($)		**$ 12,480**	**$ 5,496**	**$ 2,976**	**$ 2,352**					**$ 23,304**					**$ 23,304**		
TOTAL (hours)		**264**	**68**	**492**	**430**	**100**	**74**	**0**	**1,428**		**144**						
TOTAL ($)		**$ 63,360**	**$ 15,572**	**$ 91,512**	**$ 63,210**	**$ 12,600**	**$ 7,252**			**$ 253,506**		**$ 3,600**	**$ 114,686**	**$ 2,450**	**$ 374,242**	**$ 85,260**	**$ 19,000**

Attachment 1 to Exhibit B