

Meeting Date: 2/17/2015

Report Type: Consent

Report ID: 2015-00107

Title: Memorandum of Understanding and Agreement: Sacramento River Watershed Sanitary Survey 2015 Update

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee to: 1) execute a Memorandum of Understanding (MOU) with six municipal water purveyors for a sanitary survey update of the Sacramento River Watershed area, for a total project cost not to exceed \$200,000, with the option for participating agencies to share costs of follow-up activities in an annual amount up to \$25,000 per participating agency; 2) execute a professional services agreement with Starr Consulting to prepare the Sanitary Survey 2015 Update for an amount not to exceed \$155,668; and 3) amend the FY 2014/15 Sacramento River Source Water Protection Project (I14010300) by \$124,568(Fund 6205).

Contact: Dan Sherry, Interim Engineering & Water Resources Manager, (916) 808-1419; Sherill Huun, Supervising Engineer, (916) 808-1455, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Environmental & Regulatory Com

Dept ID: 14001331

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
2/11/2015 12:28:57 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 1/29/2015 5:01:30 PM

Description/Analysis

Issue Detail: The California Surface Water Treatment Rule requires communities such as Sacramento that divert and treat surface waters for domestic water supplies to perform sanitary survey updates within their respective watersheds every five years. The Department of Utilities (DOU) requests City Council approval of a Memorandum of Understanding (MOU) with six other municipal water purveyors for the purpose of completing a Sacramento River Watershed Sanitary Survey Update (Survey) to fulfill this requirement for all seven purveyors. In addition, DOU requests approval of a professional services agreement with Starr Consulting to provide the engineering services necessary to prepare the Survey.

Starr consulting was selected to conduct the Survey through a Request for Proposal (RFP) issued on October 7, 2014. Starr Consulting submitted the only proposal. The City's project manager reviewed the proposal, and based on Starr Consulting's knowledge, expertise, and experience Starr Consulting was selected to provide the requested services.

Policy Considerations: Adoption of the proposed MOU and approval of the agreement will provide an opportunity for the City and other water purveyors to work together in a cooperative manner and share the costs of this study, which otherwise would need to be performed individually. Completion of the Sacramento River Watershed Sanitary Survey 2015 Update and conducting follow-up work to protect the City's Sacramento River water supply support the following utilities and environmental resources goals of the City's 2030 General Plan:

1. Provide water supply facilities to meet future growth within the City's Place of Use and assure a high-quality and reliable supply of water to existing and future residents.
2. Protect local watersheds, water bodies and groundwater resources, including creeks, reservoirs, the Sacramento and American rivers, and their shorelines.

Economic Impacts: None

Environmental Considerations: The Community Development Department, Environmental Planning Services, has reviewed the proposed MOU and agreement and has determined that this is an ongoing administrative activity and is not a project under the provisions of California Environmental Quality Act (CEQA), CEQA Guidelines Section 15378.

Sustainability: Conducting the watershed sanitary survey update and source water protection follow-up activities are consistent with the City's Sustainability Master Plan in advancing the goals of conserving the use and protection of sources of water.

Commission/Committee Action: Not applicable

Rationale for Recommendation: The City is required by the State of California, Division of Drinking Water, to comply with regulations requiring all water suppliers using surface water sources to complete a sanitary survey of their respective watershed(s) and to provide an update report every five years. By partnering with other water utilities with this same requirement and geographical area of interest, the City can cost-effectively meet this regulatory requirement. Starr Consulting was selected through a Request for Proposal (RFP) process. The Survey project analyzes the quality of the Sacramento River drinking water supply, evaluates the capabilities of Sacramento River water treatment facilities to meet current and future drinking water regulations, and provides recommendations to ensure protection of water quality.

Financial Considerations: The MOU provides for a partnership with other water agencies to fund the Sacramento River Watershed Sanitary Survey 2015 for a total project cost not to exceed \$200,000. Participating agencies may also contribute up to \$25,000 per year for voluntary follow-up activities. In addition, if requested by the City, the parties participating in the voluntary follow-up activities will each pay an equal share of the cost the City's project management services for each activity in an amount up to \$500 per participating agency.

The proposed agreement with Starr Consulting provides services to conduct the Sacramento River Watershed Sanitary Survey 2015 Update. The agreement costs will be shared with the water utility partners per the terms of the proposed MOU. The cost for this agreement is not-to-exceed \$155,668, which includes the water utility partners' cost share in the amount of \$124,569, and the City's cost share of \$31,099. The Multi-Year Operating Project (I14010300, Water Fund 6005) has sufficient funding for the City's share.

Staff recommends that the revenue and expenditure budget for the FY 2014/15 Sacramento River Source Water Protection Project (I14010300, Fund 6205) be amended by \$124,569 to reflect the reimbursements from the participating agencies.

Local Business Enterprise (LBE): Starr Consulting is providing the required 5% LBE participation on this contract through its subcontractor Rincon Consultants, Inc., which is a qualified LBE.

Background

The California Code of Regulations, Title 22, Chapter 17, establishes the California Surface Water Treatment Rule (SWTR) which requires that all surface water suppliers conduct a sanitary survey (Survey) of their watershed(s) at least once every five years. The first of these studies was required to be completed prior to January 1, 1996, or prior to issuance of a State of California Division of Drinking Water (DDW) permit for a new or expanded surface water treatment facility, whichever comes first.

In December 1995, the City of Sacramento (City) and the City of West Sacramento (West Sacramento) submitted a Survey of the Sacramento River watershed to DDW. Three updates have been submitted to DDW since December 1995, with a fourth update due to DDW by December 2015.

The main purpose of the Survey requirement is to determine the degree of treatment required to assure to the greatest degree possible that water supplies are free of microbial and other types of contamination. To comply with this requirement and obtain the necessary information to determine required levels of treatment, sanitary surveys must provide a description of the watershed, identify potential sources of contamination within the watershed, describe watershed management practices, and assess the microbial contaminant load at the point where the raw water is diverted to the treatment plant.

This year City staff met with representatives of the City of Davis on behalf of the Davis-Woodland Water Supply Project, City of Roseville, West Sacramento, East Bay Municipal Utility District, Placer County Water Agency and Sacramento County Water Agency (SCWA) to consider whether the SWTR Survey requirements for the Sacramento River Water Treatment Plant and the other agencies' current or potential future facilities can best be met through a jointly administered and financed project. This effort has resulted in the development of the attached Memorandum of Understanding (MOU) Regarding Contracting and Apportionment of Costs for a Sanitary Survey Update of the Sacramento River Watershed Area and Follow-up Activities. The other participating agencies have approved the MOU.

The key provisions of the MOU are as follows:

- a technical committee to select the consulting firm, review work products, and discuss report recommendations.
- a cost sharing arrangement in which the total costs of the project will be apportioned based on equal sharing of administrative costs and splitting costs of technical evaluations by applicability to each participant.
- the City to be the lead agency in administration of the Professional Services Agreement and for cost sharing of City staff costs for project management consisting of work of mutual benefit to the participating agencies.
- the option for participating agencies to share costs of follow-up work, based on the results of the Survey.

The water purveyors developed a proposed approach for completing the Survey update for DDW approval. The approach includes utilizing information previously collected in the original Sacramento River Watershed Sanitary Survey and the prior update reports, optimizing use of information from watershed programs, providing updates on various sources of concern in the watershed, evaluating new data on sources and constituents of concern, determining required levels of treatment, and providing an updated set of recommendations. The study area for the Survey will be the Feather River confluence to Freeport. The City submitted a description of a draft report outline to DDW in October 2014, and City staff met with DDW and the participating agencies in December 2014 to address DDW's comments.

The scope of services for the professional services agreement includes collecting information from the water utilities on their water supply system, water quality data, and source water protection efforts; from ambient monitoring programs for additional water quality data; and from various sources on changes in watershed conditions and in regulation and management for selected contaminant sources. Starr Consulting will assess the water treatment plants for the required levels of treatment based on the information collected and current and upcoming regulations. The project includes evaluating the watershed to understand changes in water quality from activities upstream of the water treatment plant intakes, and providing an updated set of recommendations for water treatment plant operations, monitoring, and source water protection. The scope also includes the following additional tasks: a technical memorandum on algae cost shared by all of the participating agencies; a technical memorandum on invasive species cost shared by the City, EBMUD, and SCWA; and individual tasks for the City, SCWA, and WDCWA.

Cost sharing this project with the participating water utilities results in a significantly lower cost for this regulatory requirement for the City and the other water utility partners. The cost of the Agreement will be shared by the City and participating water utilities according to the MOU as follows:

City of Roseville	\$18,283.79
City of Sacramento	\$31,099.26
City of West Sacramento	\$20,104.86
East Bay Municipal Utility District	\$21,888.93
Placer County Water Agency	\$18,297.38
Sacramento County Water Agency	\$25,368.93
<u>Woodland-Davis Clean Water Agency</u>	<u>\$20,624.85</u>
Total	\$155,668

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVAL OF MOU AND PROFESSIONAL SERVICES AGREEMENT FOR SACRAMENTO RIVER WATERSHED SANITARY SURVEY UPDATE AND RELATED BUDGETARY ACTION

BACKGROUND

- A. A Sacramento River Watershed Sanitary Survey Update report must be submitted to the California Division of Drinking Water by December 2015, to comply with the California Surface Water Treatment Rule.
- B. The City is partnering with other water utilities to conduct the Sacramento River Watershed Sanitary Survey 2015 Update, and a Memorandum of Understanding (MOU) has been developed to govern cost-sharing and administration of the project. The partner agencies are Roseville, West Sacramento, East Bay Municipal Utility District, Placer County Water Agency, Sacramento County Water Agency, and the Woodland-Davis Clean Water Agency.
- C. Based on the results of a Request for Proposal process, City staff has negotiated a professional services agreement with Starr Consulting to provide engineering services to prepare the watershed sanitary survey update report, for a cost not-to-exceed \$155,668.
- D. Under the proposed MOU, the City's cost share is \$31,099 and the participating water utilities' cost share is \$124,569.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- 1. The City Manager or his designee is authorized to sign:
 - a. The Memorandum of Understanding Regarding Contracting and Apportionment of Costs for a Sanitary Survey Update of the Sacramento River Watershed Area and Follow-Up Activities with the partner agencies; and
 - b. A professional services agreement with Starr Consulting for the Sacramento River Watershed Sanitary Survey 2015 Update, in an amount not-to-exceed \$155,668.
- 2. The City Manager or his designee is authorized to amend the revenue and expenditure reimbursable budget for the Sacramento River Source Water Protection Project (I14010300) by \$124,569 (fund 6205).

PROJECT #: I14010300 / I14010302

PROJECT NAME: Sacramento River Watershed Sanitary Survey 2015 Update

DEPARTMENT: Department of Utilities

DIVISION: Engineering and Water Resources

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

Starr Consulting
20897 Victoria Lane Colfax, CA 95713
530-637-5090/530-637-5732 *Fax*

("CONTRACTOR"), who agree as follows:

- 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.
- 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.
- 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 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:

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

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:

Elissa Callman, Senior Engineer
1395 35th Avenue, Sacramento, CA 95822
916-808-1424/916-808-1497 fax/ECallman@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:

Bonny Starr, Principal Owner
20897 Victoria Lane, Colfax, CA 95713
530-637-5090/530-537-5732 fax/BStarr@usamedia.tv

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. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

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.

**ATTACHMENT 1 to EXHIBIT A
SCOPE OF WORK FOR
SACRAMENTO RIVER WATERSHED SANITARY SURVEY 2015 UPDATE**

TASKS

This Scope of Work is for preparation of the Sacramento River Watershed Sanitary Survey 2015 Update. The following tasks will be performed by Contractor.

Task 1. Information Collection

Collect information and develop/input information into usable format to be incorporated into the watershed sanitary survey.

1A. Water Utility Information

Develop a Utility Survey form to obtain data from each of the participating water utilities. This will be delivered and explained in Technical Committee Meeting No. 1. (Depending on the notice to proceed date, Technical Committee Meeting No. 1 may be replaced with an email and the opportunity for individual discussion with the consulting team). The objectives are to collect data from the period of interest (2010 –2014) as efficiently as possible by utilizing a survey form and data request package. The utilities will have four weeks to prepare the information. The survey form will collect various types of information including; selected intake and treated water quality data (for constituents of interest including turbidity, fecal coliform, *Escherichia coli* (*E. coli*), *Giardia*, *Cryptosporidium*, total organic carbon, trihalomethanes, and haloacetic acids, aluminum/iron/manganese, and any detectable constituents of interest from the Consumer Confidence Reports, specialty monitoring programs for unregulated constituents [including the Unregulated Contaminant Monitoring Rule 3, Rice Pesticide Program, and other water utility monitoring]), description of water supply system and changes, identification of any treatability issues, source water spill notification efforts and records, and source water protection efforts related to previous recommendations.

1B. Ambient Water Quality Data

Collect selected data for the constituents of interest, for the study period (2010 – 2014), from existing ambient monitoring programs for sites located on the main stem Sacramento River, from the Freeport diversion in Sacramento upstream through the Valley floor, as well as selected tributaries in the near intake zone. The California Environmental Data Exchange Network (CEDEN) will be queried, as well as direct contact to the Sacramento Coordinated Monitoring Program, Sacramento Valley Water Quality Coalition, Department of Water Resources, California Rice Commission, United States Geologic Survey, and other Central Valley Regional Water Quality Control Board monitoring programs.

1C. Contaminant Sources Information

Collect information on changes in watershed conditions and changes in regulation and management for selected contaminant sources. The study area will include the Sacramento River watershed identified in the previous watershed sanitary surveys, the

focus of the contaminant source evaluation will be on the Valley floor, below the major reservoirs. This section will include review and evaluation of the following eight potential contaminant categories for review and evaluation.

Contaminant Source	Watershed Conditions and/or Management Changes
Agricultural Drainage	<ul style="list-style-type: none"> - Rice Pesticide Program - Irrigated Lands Program, including current programs for both the California Rice Commission and Sacramento Valley Water Quality Coalition (including propanil) - Summary of Sacramento River Joint Source Water Protection Program (SRJSP) Pesticide Prioritization efforts
Livestock	<ul style="list-style-type: none"> - Rangeland - Dairies
River Corridor and River Recreation	<ul style="list-style-type: none"> - Illegal dumping - Body contact - Non-body contact activities (marinas [including location, size, capacity, fueling, and dump stations], boating, floating restrooms) - Abandoned boats and management programs
Homeless/Camping	<ul style="list-style-type: none"> - Illegal camping
Urban Runoff	<ul style="list-style-type: none"> - Phase I Sacramento Permit - Phase II Stormwater Permits - Caltrans Stormwater Permit - Selected Large Industrial Permits
Industrial NPDES Dischargers	<ul style="list-style-type: none"> - Update Inventory from Regional Board - Provide Discussion for Most Significant Dischargers (i.e. Mines)
Wastewater Facilities	<ul style="list-style-type: none"> - Update Inventory from Regional Board (based on Revised Table 4-19 from 2010 Update) - Major modifications to NPDES treatment plants and collection systems - Compliance status /discharge summary for most significant facilities - Present facilities upstream of the Sacramento/American River Confluence
Watershed Spills	<ul style="list-style-type: none"> - Develop summary on potential sources (i.e. hazardous and non-hazardous spills.) - Highlights of SNP Annual Reviews and Summary of Key Events (linked to map developed for Near Intake Zone) - Summary of Category 1 Sanitary Sewer Overflows from Collection Systems from California Integrated Water Quality System (CIWQS)

	<ul style="list-style-type: none"> - Summary of Oil By Rail program and resources - Review of TRI Hazardous Materials Release Program for significant events in near intake zone area - Update on statewide/regional reporting and notification programs, including revisions to the Division of Drinking Water program - Status of water utilities voluntary spill notification and response procedures, including information on additional resources developed to support watershed spill response (i.e. RTT development and outreach with NOAA, City of Sac tools)
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In addition to the above specified potential contaminating activities, information will also be collected, evaluated, and summarized to provide an abbreviated description of several related topics, including:

- Growth Trends and Urbanization of the Watershed
- Central Valley Regional Water Quality Control Policies (i.e. Delta Drinking Water Policy, MUN Beneficial Use Program, CV SALTS)

The assessments of these additional items (as well as Potential Future Central Valley Operational Impacts and Modifications below) will be brief and informational in nature and will include a summary of the current status of these activities, potential impacts on Sacramento River source water quality, and potential impacts at the water treatment facilities.

In addition to the watershed-wide potential contaminating activities, there are five subtasks:

Contaminant Source	Watershed Conditions and/or Management Changes
(i) Recreation	<ul style="list-style-type: none"> - Sacramento/American River Confluence and Downstream to Freeport: <ul style="list-style-type: none"> - Body contact (including American River confluence) - Non-body contact activities (marinas [including location, size, capacity, fueling, and dump stations], boating, floating restrooms)
(ii) Urban Runoff	<ul style="list-style-type: none"> - Sacramento Region: Sacramento/American River Confluence and Downstream to Freeport Evaluation
(iii) Industrial and Wastewater NPDES Dischargers	<ul style="list-style-type: none"> - Provide Discussion for Dischargers from Sacramento/American River Confluence and Downstream to Freeport (i.e. McClellan AFB, Aerojet) - Present wastewater facilities downstream of Sacramento/American River Confluence to Freeport (Sacramento Regional Wastewater Treatment Plant)
(iv) Combined	<ul style="list-style-type: none"> - City of Sacramento Combined Sewer System

	Sewer System	
(v)	Potential Future Central Valley Operational Impacts and Modifications	<ul style="list-style-type: none"> - Climate change impacts to State Water Project/Central Valley Project facilities and operations - DWR Water Plan 2013 Update selected highlights - Delta Management Programs selected highlights

1D. Regulatory Framework

Develop regulatory framework, including existing, recent and expected upcoming federal and state regulations, to include in the main report. This will include currently regulated constituents and constituents on the five year drinking water regulatory horizon from USEPA and the State Division of Drinking Water (DDW), and a brief explanation of the USEPA Contaminant Candidate List process and why these constituents (such as algal toxins and pharmaceuticals) are not included in the current evaluations (keep these lower priority items in tracking mode, not evaluate until sufficient parameters developed by regulators). This will serve as the compliance evaluation basis.

1E. Site Visits

After completion of the Utility Survey form, conduct a site visit to the Woodland-Davis Clean Water Agency’s Regional intake and Water Treatment Plant site, the Sacramento River Water Treatment Plant, and the Vineyard Surface Water Treatment Plant. These site visits will be coordinated with Technical Committee Meeting No.2 in April 2015.

Task 2. Information Analysis

Identify trends, connect cause and effect (where possible), and describe major changes since the last update.

2A. Water Quality/Treatment Review

Identify source water quality occurrence characteristics (statistical evaluation), temporal (historical and seasonal) and geographic trends, relationships between source water quality and contaminant sources, and relationship of source water quality to treatability issues for the constituents of interest identified in Task 1A. This may include water quality relationships to precipitation, river flow, reservoir releases, and impacts from drought or wildfires. Prepare evaluation and discussion of required level of treatment for *Giardia*, viruses, and *Cryptosporidium* based on source water quality. In keeping with current Division of Drinking Water recommendations, this evaluation will focus on actual protozoa data, if available, and supplemented by the levels of either fecal coliform or *E. coli*.

Water treatment plant evaluations will be conducted for the following facilities:

- Sacramento River Water Supply Project Diversion (potential future intake)
- Woodland-Davis Clean Water Agency Regional Water Supply Project (future intake and treatment facility)
- George Kristoff WTP (formerly the Bryte Bend WTP)

- Sacramento River WTP
- Freeport Diversion – Diversion and Treatment Facilities Intake, EBMUD Facilities, and Sacramento County Vineyard Surface WTP

The data will be generally compared with the summary from the 2010 Update to see if there are any significant changes in water quality. If so, those will be highlighted and discussed to see if any cause or significance can be identified.

2B. Watershed Review

The use of previously defined protection zones will be implemented to focus data evaluation on the areas in closest proximity to the existing and future water treatment plants, where there is the least ability to attenuate contaminants prior to diversion and treatment.

Describe current watershed-wide conditions and management activities, discuss implementation and effectiveness of water utility source water protection efforts, and discuss significance of changes in watershed conditions and other management efforts.

The data will be generally compared with the summary from the 2010 Update to see if there are any significant changes in water quality. If so, those will be highlighted and discussed to see if any cause or significance can be identified.

In addition to the watershed-wide evaluations, this task includes review for four subtask areas:

- (i) Recreation from Sacramento/American River confluence and downstream to Freeport
- (ii) Urban Runoff from Sacramento/American River confluence and downstream to Freeport
- (iii) Industrial and wastewater NPDES discharges from Sacramento/American River confluence and downstream to Freeport
- (iv) City of Sacramento's Combined Sewer System

Task 3. Revise 2010 Update Watershed Map

Revise the Sacramento River watershed map using Geographic Information System (GIS) resources from the 2010 Sanitary Survey Update as a baseline. The data associated with the 2010 Sanitary Survey map, such as backgrounds, meta data (where available), shapefiles, will be provided by the City of Sacramento and updated by the Consultant as needed to meet the objectives of the project. The watershed map for the 2015 Update report will incorporate the entire Sacramento River watershed boundary, major cities/communities, individual industrial NPDES dischargers, wastewater plants, railroad and highway bridges, diversions and water treatment plants. The final map will be produced as an 18in by 24in document. The updated map will be updated with water utility intake labels as needed. Wastewater treatment plant locations will be updated with information provided by the City of Sacramento from a recent review. The industrial discharger data inventory will be reviewed and updated as necessary to reflect current permittees. A review of major highway and railway bridges in the valley will be conducted to ensure that the historic data inventory is accurate.

One additional map will be created depicting the key spill events within the Sacramento River watershed's near intake zone. The near intake zone boundaries are defined as the Sacramento confluence with the Feather River to the north, the Nimbus Dam on the American River to the East, the Freeport section of the City of Sacramento to the South, and the Sacramento River watershed boundary to the west. Key spill events which occurred between 2010 and 2014 will be categorized and mapped both by spill type and spill magnitude. It is assumed that up to 6 spill types (ex. oil, effluent, paint) and 3 levels of spill magnitude (ex. low, medium, high) will be needed to accurately convey the information required to meet the requirements of this project. The final key spill events map will be produced as an 11in by 17in and the majority of the data used to create this map will be obtained through the Spill Notification Program Annual Reviews.

The GIS files used to generate both maps will be delivered to the water utility partners in ESRI's 10.x (.mxd) format. All data associated with the 2015 Update map (.mxd) will be integrated into an ESRI file geodatabase creating a single container for all map related components. This geodatabase will also contain detailed metadata referencing any and all modifications made to data used to create the maps. The maps and related data files will be provided electronically on DVD to the water utility partners and will include all of the information necessary to make verifications or subsequent edits independently by water utility staff. In addition, hard copies of the map will accompany the watershed sanitary survey report. Rincon will provide seven copies of the electronic deliverables (to be contained on compact disc (CD)) along with a copy of the maps in pdf, and eighteen hard copies of maps and all working files will be provided to the water utility partners.

Task 4. Evaluation and Recommendations

4A. Evaluation

Outline overall findings, if possible, as they relate to the following topics:

- Water quality data trends from the monitoring data
- Relationships between contaminant sources and water quality
- Treatability issues
- Drinking water regulatory compliance
- Significant watershed changes
- Current agency source water protection efforts related to previous recommendations
- Future issues and opportunities

Outline individual water treatment plant findings related to specific issues and actions (monitoring, operations, etc.) needed for regulatory compliance.

4B. Source Water Protection Recommendations

Review the 2010 Update Recommendations and evaluate their current relevance, including water utilities' participation in local watershed groups. Develop recommendations that are practical, implementable within the resources of the utilities, and leverage utility action as stakeholders in other existing efforts.

Task 5. Report

5A. Annotated Outline

Develop an annotated outline based on consultant work plan, including up to two revisions.

5B. Draft Report

Develop a draft report that reflects consultant work described herein as well as the utility input from discussions at Technical Committee meetings. Eight hardcopies will be provided.

5C. Revised Draft Sections

After comments are reviewed, revised draft sections of the report may be required for client review to ensure that comments have been addressed successfully. These will be submitted electronically.

5D. Final Proof Copy

Develop a final proof copy of the report, including all comments received on the draft and any changes in the revised draft sections. One copy will be provided to the City Project Manager, with additional sections as requested for other participating water utilities.

5E. Final Report

Develop a final report that reflects utility review comments on draft report and all revisions on the revised draft and final proof copies. Eighteen hardcopies and 17 electronic copies on CD of the report shall be provided to the client.

Task 6. Project Management

6A. Project Management

Controlling quality of the work, budget and schedule, prepare agenda for and lead meetings, prepare meeting summaries and action items, and insure good communication between the project team and the client project manager and Technical Committee. Develop a monthly work progress report to accompany invoices.

6B. Meetings

Meetings to discuss the work in progress at key points and to advise the participating water utilities' group and solicit input:

- Technical Committee No. 1 (approximately late February 2015) – Project Kickoff and delivery of utility survey request
- Technical Committee No. 2 (approximately early to mid-April 2015) - Presentation and discussion of information review, coordination on GIS map

- Technical Committee No. 3 (approximately late May 2015) - Presentation of data review
- Technical Committee No. 4 (approximately early to mid-September 2015) – Presentation of key findings and recommendations
- Participating Water Utilities (approximately early to mid-December 2015) - Presentation of final report
- Division of Drinking Water (approximately mid-December 2015) – Presentation of final report

Deliverables

- Meeting materials/agendas prior to each meeting. Meeting materials will include outlines, graphs, etc. of the work in progress, as needed to facilitate the meeting discussion. Meeting summaries and action items following each meeting.
- Hardcopy and electronic copy of GIS based watershed map with selected contaminant sources
- Hardcopy of draft report (8)
- Hardcopy (18) and electronic copies (17) of final report
- PowerPoint presentation to the participating water utilities and Division of Drinking Water

Task 7. Assist with Response to Division of Drinking Water Review

Assist the water utilities with reviewing any comments received from DDW and preparing a response. If necessary, prepare an addendum or amended report. This task has a set budget and work will be completed as resources allow.

Task 8. Contingency

The budget will include a contingency to cover potential out of scope items. Funds for this task would only be utilized upon written authorization of the City's contract manager.

Task 9. Joint Supplemental Task

Task 9A. Invasive Species

In addition to the specified potential contaminating activities discussed in Task 1C, information will also be collected, evaluated, and summarized to provide a summary memorandum of the invasive mussel species, specifically Quagga and Zebra mussels. The assessment will include background information, potential presence in the Sacramento River watershed, management programs, and potential impact to the Sacramento River source water quality and water treatment facilities. This will focus on DWR and USBR efforts to monitor and manage invasives in the Northern California CVP/SWP system. This will also include a summary of the new Department of Fish and Wildlife regulations related to Quagga mussel control programs in order to implement Assembly Bills 1683 and 2065. Budget includes one draft (electronic copy) and one final memorandum (seven hardcopies and electronic copies).

Task 9B. Algal Toxins

Prepare brief summary memorandum for the water utilities to submit to DDW, to explain why algal toxins are not included in the 2015 Update (including background information on toxins and analysis, regulatory status for human health effects and drinking water, and knowledge of presence in the source water quality). Budget includes one draft (electronic copy) and one final memorandum (seven hardcopies and electronic copies), and assistance with response to DDW if needed.

Task 10. City of Sacramento Only Task

Provide assistance to the City of Sacramento on tasks related to the Sacramento River Watershed Sanitary Survey 2015 Update. This will include tasks such as assistance with utility information collection, additional copies of report, operator presentation/training, and other tasks authorized by the City Project Manager, as budget allows.

Task 11. Sacramento County Water Agency (SCWA) Only Task

Provide assistance to SCWA on tasks related to the Sacramento River Watershed Sanitary Survey 2015 Update. Additional copies of final report, including one (1) hard copy and two (2) CDs. Additional two (2) CDs/DVDs of any additional final electronic information. Other assistance as budget allows.

Task 12. Woodland-Davis Clean Water Agency (WDCWA)_Only Task

Additional copies of final report, including two (2) hard copies and three (3) CDs. Additional three (3) CDs/DVDs of any additional final electronic information.

SCHEDULE

The period during which the consultant services described herein will be performed will extend from approximately February 2015 through approximately June 2016. However, upon mutual consent of City and Starr Consulting, some activities may extend beyond this time period. The report will be delivered to the State DDW in December 2015, unless additional time is needed due to unforeseen scheduling delays. Additional time is required after that date to conduct presentations and provide assistance with possible response/follow-up with the DDW.

SPECIAL REQUIREMENTS

- Contractor shall provide the City with electronic copies of all work products and data files.
- Contractor shall not make public information releases or otherwise publish/release any information obtained or produced by it as a result of, or in connection with, the performance of services under this Scope of Work without the prior written authorization from City's contract manager.

KEY PERSONNEL

Bonny Starr will represent Starr Consulting, Leslie Palencia will represent Palencia Consulting Engineers, and Matt Maddox, Craig Huff, and Ken Chen will represent Rincon Consultants, Inc. Bonny and Leslie are sole proprietors, as well as principal engineers, of their respective firms. Bonny will serve as the Project Manager and will lead a majority of the projects outlined in this scope and assigned by City staff. Leslie will serve as a technical specialist and will support and lead projects as decided by City staff and Bonny. Leslie will also be available to support City staff in the event of unavailability of Bonny. Matt Maddox will assist with the climate change evaluation. Craig Huff will serve as the mapping and graphics specialist. Ken Chen will assist with data collection and evaluation. All consulting firms can be available to advise and support other projects related to the Sacramento River Watershed Sanitary Survey 2015 Update. No work is planned to be subcontracted to other entities. If any services need to be subcontracted to specific entities, prior approval of the City's contract manager will be obtained.

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 \$ 155,668.
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, Department of Utilities
1395 35th Avenue, Sacramento, CA 95822
916-808-1424/916-808-1497 fax
Attn: Elissa Callman

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

Billable Rates

Bonny Starr and Leslie Palencia will be conducting the majority of the work outlined in this contract. Their billing rates are as follows:

Staff	Period	Hourly Rate
Bonny Starr and Leslie Palencia	February 2015 – June 2016	\$140

Other direct charges for Starr Consulting and Palencia Consulting Engineers, such as extensive copying, shipping, or travel out of the Sacramento Metropolitan area would be billed out to the City at their actual costs, with no markup. Auto travel outside of the Sacramento Metropolitan area would be charged at the prevailing IRS rates at the time of billing. As of January 1, 2015, the IRS rate was set at \$0.575 per mile. Starr Consulting will not charge a markup on any subconsultant services.

Rincon Consultants, Inc. will be conducting work on this project and will bill according to the current Standard Fee Schedule for the entire duration of the project (see attached). Matt Maddox is Senior Staff II, billing at \$140 per hour, Craig Huff is Senior GIS Specialist, billing at \$110 per hour, and Ken Chen is Professional Staff I, billing at \$80 per hour. Other charges for support personnel and other reimbursables will be billed as per the fee schedule.

Rincon Consultants, Inc. will be providing services to qualify for the City's Local Business Enterprise (LBE) five percent minimum participation on this project. It is anticipated that work may occur for services in an amount estimated at a total of \$11,558 (7.4 percent of total contract), based on the current total not to exceed amount of this contract. This percent amount may change if the not to exceed amount of the contract is revised, but will at minimum meet the five percent requirement.

Budget

Please see attached table.

The City Representative can approve reallocations of the above budget amounts from one task to another provided that the not-to-exceed amount specified in Exhibit B is not exceeded.

Budget - Sacramento River Watershed Sanitary Survey 2015 Update

	Starr Consulting	Palencia Consulting Engineers	Rincon Consultants	ODCs	TOTAL
Task 1. Information Collection					
1A. Utility Information	\$ 560	\$ 1,680	\$ -		\$ 2,240
1B. Ambient Water Quality Data	\$ 1,120	\$ 6,720	\$ 960		\$ 8,800
1C. Contaminant Sources Information	\$ 13,160	\$ -	\$ 1,920		\$ 15,080
1Ci. Recreation: Sacramento/American River confluence and downstream	\$ 560				\$ 560
1Cii. Urban Runoff	\$ 1,120				\$ 1,120
1Ciii. Industrial and wastewater downstream of confluence	\$ 1,400				\$ 1,400
1Civ. Combined Sewer System	\$ 560				\$ 560
1Cv. Special Topic - CV Operational Modifications	\$ 280	\$ 2,240	\$ 1,120		\$ 3,640
1D. Regulatory Framework	\$ 1,960	\$ 280	\$ -		\$ 2,240
1E. Site Visits	\$ -	\$ 1,120	\$ -	\$ 150	\$ 1,270
Task 2. Information Analysis					
2A. Water Quality/Treatment Review	\$ 1,120	\$ 11,200	\$ -		\$ 12,320
2B. Watershed Review	\$ 6,160	\$ -	\$ -		\$ 6,160
2Bi. Recreation: Sacramento/American River confluence and downstream	\$ 280				\$ 280
2Bii. Urban Runoff	\$ 1,120				\$ 1,120
2Biii. Industrial and wastewater downstream of confluence	\$ 560				\$ 560
2Biv. Combined Sewer System	\$ 280				\$ 280
Task 3. Develop GIS Based Watershed Map	\$ 2,240	\$ -	\$ 3,760	\$ 618	\$ 6,618
Task 4. Evaluation and Recommendations					
4A. Evaluation	\$ 3,360	\$ 3,360	\$ -		\$ 6,720
4B. Source Water Protection Recommendations	\$ 1,120	\$ 1,120	\$ -		\$ 2,240
Task 5. Report					
5A. Annotated Outline	\$ 840	\$ 140	\$ -		\$ 980
5B. Draft Report	\$ 11,200	\$ 6,720	\$ -	\$ 800	\$ 18,720
5C. Revised Draft Sections	\$ 2,240	\$ 560	\$ -		\$ 2,800
5D. Final Proof Copy	\$ 2,240	\$ 280	\$ -	\$ 100	\$ 2,620
5E. Final Report	\$ 1,400	\$ 140	\$ -	\$ 1,900	\$ 3,440
Task 6. Project Management					
6A. Project Management	\$ 4,480	\$ 1,680	\$ 1,640		\$ 7,800
6B. Technical Committee Meetings ¹	\$ 6,720	\$ 4,480	\$ 220	\$ 1,000	\$ 12,420
Task 7. Response to DDW Comments	\$ 7,280	\$ 2,520	\$ 660		\$ 10,460
Task 8. Contingency	\$ 4,480	\$ 1,120	\$ -		\$ 5,600
SUBTOTAL FOR SRWSS 2015 Update	\$ 77,840	\$ 45,360	\$ 10,280	\$ 4,568	\$ 138,048
Task 9. Joint Supplemental Task					
9A. Invasive Species	\$ 280	\$ 2,800	\$ -	\$ 50	\$ 3,130
9B. Algal Toxins	\$ 280	\$ 2,800	\$ -	\$ 50	\$ 3,130
Task 10. City of Sacramento Only Task	\$ 3,500	\$ 2,800	\$ 660	\$ 400	\$ 7,360
Task 11. SCWA Only Task	\$ 3,360	\$ -	\$ -	\$ 120	\$ 3,480
Task 12. WDCWA Only Task	\$ 280	\$ -	\$ -	\$ 240	\$ 520
TOTAL	\$ 85,540	\$ 53,760	\$ 10,940	\$ 5,428	\$ 155,668

¹ Leslie Palencia will attend the first four Technical Committee meetings, Craig Huff will Conference Call In to Second Meeting

Other direct charges (ODCs), such as extensive copying, shipping, or travel out of the Sacramento Metropolitan area would be billed out to the City at their actual costs, with no markup. Travel outside of the Sacramento Metropolitan area would be charged at the prevailing IRS rates at the time of billing. As of January 1, 2015, the IRS rate was set at \$0.575 per mile. In the following years, the mileage rate will be updated to the new IRS rate, if any.

The City Representative can approve reallocations of the above budget amounts from one task to another, provided that the not-to-exceed amount specified in Exhibit B is not exceeded.

Standard Fee Schedule for Environmental Sciences and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 190/hour
Senior Supervisor II	\$ 170/hour
Supervisor I	\$ 155/hour
Senior Staff II	\$ 140/hour
Senior Staff I	\$ 125/hour
Professional Staff IV	\$ 110/hour
Professional Staff III	\$ 100/hour
Professional Staff II	\$ 90/hour
Professional Staff I	\$ 80/hour
Environmental Technician/Field Aide	\$ 65/hour
Senior GIS Specialist	\$ 110/hour
GIS/CADD Specialist II	\$ 95/hour
GIS/CADD Specialist I	\$ 85/hour
Graphic Designer	\$ 80/hour
Technical Editor	\$ 90/hour
Clerical/Administrative Assistant II	\$ 70/hour
Clerical/Administrative Assistant I	\$ 65/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. *Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.*
2. *Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.*

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Rate	Unit
Environmental Site Assessment		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Natural Resources Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 50	Day

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.
- C. Other Agencies: CONTRACTOR shall defend, hold harmless and indemnify the City of Roseville, the City of West Sacramento, East Bay Municipal Utility District, Placer County Water Agency, Sacramento County Water Agency, and Woodland-Davis Clean Water Agency, and their respective officers and employees, to the same extent as specified above for the CITY, its officers, and employees.

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. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

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, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, 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 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 accident. 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 Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

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. 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. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

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, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (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.
- (3) Other Agencies: The City of Roseville, the City of West Sacramento, East Bay Municipal Utility District, Placer County Water Agency, Sacramento County Water Agency, and Woodland-Davis Clean Water Agency, and their respective officials, employees, and volunteers shall be covered as additional insureds to the same extent as specified above for the CITY, its officials, employees, and volunteers.

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, including excess insurance, 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:VI. 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 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) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

- (3) 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 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
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, Contract Services Unit, 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, Contract Services Unit, at the same address, containing the details of the alleged violation.

**LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
5% PREFERENCE FORM**

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

1. LBE FIVE PERCENT (5%) PREFERENCE

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts.

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

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

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

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

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

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

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

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

(City of)
SACRAMENTO

Local Business Enterprise (LBE)
Participation Verification Form
Professional and Nonprofessional Service Agreements of \$100,000 or More

**THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID
IF A SEPARATE SEALED COST ESTIMATE IS REQUIRED, THIS FORM MUST BE INCLUDED WITH THE SEALED COST ESTIMATE**

To be eligible for this agreement, the proposer or bidder shall list below all the business entities used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the proposal or bid non-responsive.

Proposer/Bidder Name: Star Consulting Proposal/Bid Amount: \$124,610 Is the Proposer/Bidder a LBE? Yes No

LBE Business Entity Name and Address (subject to verification)	Description of Work or Services to be provided	Estimated Dollar Value of Work or Services
Rivon Consultants, Inc. 2220 J. St, Ste 7 Sacramento, CA 95816	Technical services for GIS Mapping, Climate Change Evaluation, and data collection and organization.	\$9,340.00 (7.5%)

The Proposer/Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this proposal or bid. The Proposer/Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Proposer/Bidder, and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Proposer/Bidder further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.

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) Bonny Starr	
	Business name/disregarded entity name, if different from above Starr Consulting	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input 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"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 20897 Victoria Lane City, state, and ZIP code Colfax, CA 95713 List account number(s) here (optional) _____	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
0 0 5 - 6 0 - 5 4 3 4	
Employer identification number	
- - - - -	

Part II Certification

Under penalties of perjury, I certify that:

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

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 3.

Sign Here	Signature of U.S. person ▶ <i>Bonny Starr</i>	Date ▶ 11/14/14
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

2014 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

City of Sacramento

Payee

Name

Bonny Starr

SSN or ITIN FEIN CA Corp no. CA SOS file no.
0 0 5 6 0 5 4 3 4

Address (apt./ste., room, PO Box, or PMB no.)

20897 Victoria Lane

City (If you have a foreign address, see instructions.)

Colfax

State
CA

ZIP Code

9 5 7 1 3

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

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

Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

Partnerships or limited liability companies (LLCs):

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

Tax-Exempt Entities:

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

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

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

California Trusts:

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

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

Nonmilitary Spouse of a Military Servicemember:

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

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

Payee's name and title (type or print) Bonny Starr Telephone (530) 637-5090

Payee's signature ► *Bonny Starr* Date 11/14/14

MUST BE POSTED IN CONSPICUOUS PLACE

City of
SACRAMENTO

1016030

1016030

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name RINCON CONSULTANTS, INC
Business Address 2220 J ST 7
Owner - RINCON CONSULTANTS, INC
Type of Business ENVIRONMENTAL CONSULTING
Tax Classification 401

FROM TO
Mo. Day Yr. Mo. Day Yr.
04/01/2014 03/31/2015

Expires

CITY OF SACRAMENTO

TOTAL
PAID: \$31.00

RINCON CONSULTANTS, INC
180 N ASHWOOD AVE
VENTURA, CA 93003-1810

APR 17 2014
VOID
IF NOT
VALIDATED

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2015

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

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

PRODUCER DOUGLAS J. GORDON INSURANCE AGENCY, INC 9700 FAIR OAKS BLVD SUITE I FAIR OAKS, CA. 95628	CONTACT NAME: Douglas J Gordon	FAX (A/C, No): 916.962.1020	
	PHONE (A/C, No, Ext): 916.962.1026	E-MAIL ADDRESS: DGORDON2@SBCGLOBAL.NET	
INSURED Bonny Starr DBA: Starr Consultin 20897 Victoria Lane Colfax, CA 95713	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Admiral Insurance Co		
	INSURER B: Farmers Truck Exchange		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	FEI-ECC-17726-01	09/14/14	09/14/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		602820490	09/22/14	09/22/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional	Y Y	FEI-ECC-17726-01	09/14/14	09/14/15	each occurrence \$ 1,000,000 aggregate \$ 2,000,000 ded per claim \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref.# SRWSS15
Sacramento River Watershed Sanitary Survey 2015 Update

CERTIFICATE HOLDER City of Sacramento c/o Ebix RCS PO Box 257 Portland, MI 48875-0257 certsonly-portland@ebix.com	CANCELLATION 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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Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 9/14/2013 attaches to and forms a part of Policy Number FEI-ECC-17726-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Automatic Waiver of Subrogation Endorsement

This endorsement, effective 9/14/2013 attaches to and forms a part of Policy Number FEI-ECC-17726-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 9/14/2013 attaches to and forms a part of Policy Number FEI-ECC-17726-00. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.