Meeting Date: **3/31/2015**

Report Type: Consent

Report ID: 2015-00142

City of SACRAMENTO 09

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

Title: Agreement: Wastewater Pipe System Condition Assessment (X14130500)

Location: Districts 1, 2, 3, 4, 5, and 6

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute an agreement with National Plant Services, Inc. for Wastewater Pipeline Condition Assessment Services in an amount not-to-exceed $275,000.

Contact: Bill Busath, Interim Director, (916) 808-1434; Rick Matsuo, Supervising Engineer, (916) 808-1728, Department of Utilities

Presenter: None

Department: Department Of Utilities
Division: Integrated Planning & Asst Man
Dept ID: 14001641
Attachments:
1-Description/Analysis
2-Background
3-Attachment A_RFP P15141311007
4-Attachment B_RFP P15141311007 Addendum 1
5-Attachment C_PSA with National Plant Services

City Attorney Review

Approved as to Form
Joe Robinson
3/24/2015 4:25:36 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 3/18/2015 9:11:25 AM

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Description/Analysis

Issue Detail: The Department of Utilities (DOU) provides and maintains water, wastewater, storm drainage, and flood control services and facilities throughout the City of Sacramento. DOU has an on-going need to inspect and assess the condition of the various components of the City's wastewater facilities. DOU does not currently have the technology to provide assessments for its large diameter pipes, those equal to 36 inches in diameter or greater. A condition assessment of the large diameter wastewater pipes using multi-sensor technologies that include closed circuit television (CCTV), sonar, and laser/LIDAR is necessary to ensure continuation of services to customers, protect public health and safety, protect the environment, and meet federal, state, and local regulations.

Policy Considerations: City Council approval is required for agreements of $100,000 or more.

Economic Impacts: None

Environmental Considerations: The Community Development Department, Environmental Planning Services has reviewed the project and has determined the project is exempt under the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which establishes the general rule that CEQA does not apply to projects with no potential for causing a significant effect on the environment. This project also qualifies for categorical exemptions from CEQA review under Sections 15306 (Information Collection) and 15309 (Inspections) of the CEQA Guidelines.

Sustainability: Condition assessments support the goals of the City's Sustainability Master Plan by enabling DOU to protect sources of water and provide flood protection.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: Condition assessment is necessary to accurately determine the condition of the City's wastewater pipe infrastructure. The Department of Utilities utilizes condition assessments to prioritize planning studies, rehabilitation, and replacement projects, and for preventative maintenance scheduling. A Request for Proposals (RFP) was advertised for firms to provide condition assessments on the large diameter wastewater pipe system using mutli sensor technology. Four proposals were received, evaluated, and ranked by a review panel. Staff recommends approval of an agreement with the top-ranked firm, National Plant Services, Inc., to provide the wastewater pipe system condition assessment services (see Background).

Financial Considerations: The proposed contract has a total amount not-to-exceed $275,000 for a maximum six month term. Sufficient funding is available in the Department of Utilities, Wastewater Condition Assessment Program #X14130500, with funding of $167,877 from the Wastewater Fund (6006) and the remaining $107,123 from the Wastewater Revenue Bonds Series 2013 Fund (6320).

Local Business Enterprise (LBE): National Plant Services, Inc. is not a local business enterprise. An LBE participation waiver was obtained from the Economic Development Department for this RFP.

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Background

The Department of Utilities (DOU) provides and maintains water, wastewater, storm drainage, and flood control services and facilities for the City of Sacramento. Nine billion gallons of wastewater per year are carried through approximately 830 miles of wastewater pipeline and pumped by forty-five pump stations. Wastewater is typically routed to the Sacramento Regional County Sanitation District treatment station near Freeport where it receives primary and secondary treatment before it is discharged to the Sacramento River. Some of the City's wastewater infrastructure was constructed as early as the late 1800s and has exceeded or is approaching the end of its useful life. Portions of the City's most critical wastewater pipes are over 100 years old. In order to continue uninterrupted wastewater conveyance and treatment service to the businesses and citizens of Sacramento, protect public health and safety, protect the environment and meet all federal, state, and local regulatory requirements and permits, there is an on-going need to inspect and assess the condition of the various components of the City's wastewater facilities.

DOU issued a Request for Proposals on December 9, 2014, to provide a wastewater pipe system condition assessment on all pipes that are equal to 36 inches in diameter or greater using multi-sensor (closed circuit television (CCTV) camera, sonar profiler, and laser/LIDAR profiler) technology.

The following four firms submitted proposals:

FIRM
AquaCoustic Remote Technologies, Inc.
National Plant Services, Inc.
Professional Pipe Services, Inc.
RedZone Robotics, Inc.

Evaluations were conducted using a panel consisting of DOU's integrated planning and asset management staff, operations and maintenance staff, engineering staff, and an engineering staff member from the Sacramento Area Sewer District. Proposals were evaluated and ranked based on experience, technical expertise, available resources, knowledge of the City's wastewater facilities, proposal quality and completeness, and references. National Plant Services, Inc. was selected as the top-ranked proposer. The DOU is recommending that an agreement be executed with National Plant Services, Inc.

Staff is requesting approval for a six month agreement with a not-to-exceed amount of $275,000. The scope of services includes three (3) tasks:

Task 1: Project Planning, Mobilization, and Progress
Task 2: Wastewater Pipeline Condition Assessment
Task 3: Documentation and Wastewater Pipeline Inspection Results

Sufficient funding in the amount of $275,000.00 is available in the Department of Utilities, Wastewater Condition Assessment Program #X14130500, funds 6006 and 6320.

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City of SACRAMENTO
Department of Utilities

City of Sacramento
Department of Utilities

REQUEST FOR PROPOSALS

WASTEWATER PIPE SYSTEM CONDITION ASSESSMENT

(P15141311007)

Issued: December 9, 2014
Due Date: January 15, 2015, 3:00 pm deadline
Submit to: City of Sacramento
City Clerk's Office, New City Hall
915 I Street, Sacramento, CA 95814
For: Quoc Nham
Department of Utilities
Business & Integrated Planning

For Information Contact:
Quoc Nham
(916) 808-1435 (voice) (916) 808-1497 (fax)
E-Mail: qnham@cityofsacramento.org

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Attachment 5 – Sacramento County Unincorporated Areas Map
Attachment 6 – Tax Forms (Informational only. Not part of proposal requirements)

REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES
FOR

WASTEWATER PIPE SYSTEM CONDITION ASSESSMENT

December 9, 2014

A. INTRODUCTION

a. Purpose

The City of Sacramento (City) is requesting proposals for professional services to conduct a condition assessment project using multi sensor technology for inspecting the critical wastewater pipe systems that are owned, operated, and maintained by the City. The multi sensor technology shall consist of Closed-Circuit Television, Sonar Profiling, and Laser/LIDAR Profiling. The effectiveness of the technologies will be evaluated based on each technology's ability to assess the structural condition, hydraulic condition, and sedimentation level of selected wastewater conveyance pipelines for the Department of Utilities (DOU). The data captured through the use of multiple sensors shall provide the ability to provide a conclusion of the overall condition as well as the ability to identify structural deficiencies for each pipe reach. The relative condition of each pipeline reach will allow the DOU to determine the priority of planning studies, rehabilitation and/or replacement projects, and cleaning projects.

Interested firms are invited to submit their proposals in accordance with the requirements of this RFP. All proposals shall be submitted in accordance with the format and information listed in Section D. PROPOSAL SUBMITTAL REQUIREMENTS of this RFP.

b. Deadline

Proposals are to be received by **3:00 pm on January 15, 2015** as described in Section D of this RFP.

c. Background

Wastewater Pipe System

Nine billion gallons of wastewater per year are carried through over 800 miles of wastewater pipeline and pumped by 45 wastewater lift stations. This wastewater is routed to the Sacramento Regional Wastewater Treatment Plant (SRWTP) where it receives primary and secondary treatment before it is discharged to the Sacramento River. Sacramento is also home to one of the few combined wastewater systems in the west. The Combined Wastewater System routes wastewater and drainage in a single pipeline. Portions of this system are over 100 years old. To protect the water quality of the Sacramento River, most of the combined wastewater is treated at the SRWTP. During storm events, two primary treatment plants are activated to provide treatment of wastewater flows that exceed the capacity of the SRWTP. In order to continue

uninterrupted wastewater conveyance and treatment service to the businesses and citizens of Sacramento, protect the public health and safety, protect the environment and meet all federal, state, and local regulatory requirements and permits, there is an on-going need to inspect, assess the condition, maintain, plan and upgrade the various components of the City's wastewater facilities.

To avoid jeopardizing public health and safety, minimize adverse impacts on the environment and to comply with the regulations affecting the operation of the collection system, the City must understand the systems current physical condition of the most critical infrastructure prior to making important decisions that make financial sense.

The majority of the above ground infrastructure can be visually observed or tested to ensure its functionality, whereas underground infrastructure poses a significant challenge with access to physically observe the condition. The City is seeking assistance in assessing the condition of the City's critical wastewater conveyance infrastructure.

d. Local Business Enterprise (LBE) Requirements

Proposers that qualify as an LBE will receive a point preference as part of the evaluation process, as indicated on the evaluation and rating form – see Attachment 1. For more information, see Attachment 2 - Local Business Enterprise (LBE) Preference Program Requirements.

Any proposer must be qualified as an LBE prior to the time set for submission for proposals.

Qualified LBE means a business entity that has a legitimate business presence in the city or unincorporated county of Sacramento (unincorporated county of Sacramento's area map – see Attachment 5). The LBE evaluation preference shall be provided to proposers providing proof of legitimate business presence that includes:

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 the proposal; 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 the proposal:
    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 LBE must provide a physical address for the basis of location, excluding P.O. Box addresses).

This RFP does not include any minimum LBE participation requirement.

e. Project Budget

The project budget for these services is approximately $300,000.

B. SELECTION PROCESS

a. Selection Process

After the submittal deadline has passed, a selection committee comprised of City staff and a representative from another City department or wastewater utility will review each proposal received and rank the proposals in accordance with the evaluation criteria set forth in Attachment 1 – Proposal Rating Form, which includes: expertise, knowledge, and experience of firm in subject matter; appropriate resources available to conduct work; knowledge of the City's wastewater facilities; proposal quality and completeness; and references.

A selection of the top-ranked firm may be made based solely on the selection committee's review and ranking of the proposals, without conducting any interviews.

The selection committee also may conduct interviews with the three top-ranked firms and select the top-ranked firm based on both the proposal rankings and the interview results.

The City will enter into negotiations for a Professional Services Agreement with the top ranked firm. If negotiations are not successful in reaching agreement, the City may enter into negotiations with the next-ranked firm, and so on until an agreement is reached. The City also may separate the services into multiple agreements and enter into agreements with more than one firm if the City determines that it is in the City's best interest to do so.

The issuance of this RFP shall not be interpreted as, and does not constitute, a representation by the City that any specific firm or firms will be retained to perform any of the services described herein, and a firm shall not acquire any right or entitlement to be retained for such purpose by virtue of submitting a Proposal in response to this RFP.

The City reserves the right to issue additional RFP(s) for the performance of these services during the service period specified below. The City may select qualified firms that submit Proposals in response to this RFP, and/or any subsequent RFP, to perform all, some or any of the consulting services required by the City. The City also reserves the option to cancel or modify this RFP and the selection process at any time.

b. Selection Schedule

Request for Proposal Issued	December 9, 2014
Last Day to Ask Questions (if necessary)	December 30, 2014
Last Addendum Posting Date (if necessary)	January 6, 2015
Proposals Due (by 3:00 p.m.)	January 15, 2015
Selection Panel Review	January 16-26, 2015
Interviews (optional)	January 27-28, 2015
Contract Negotiations & Preparations	January 29-February 2, 2015
City Council Approval (for agreements ≥ $100)	March 3, 2015
Notice To Proceed	March 5, 2015
Kick-Off Meeting	TBD

It is important that the firm selected be able to respond quickly during contract negotiations and initiate work as soon as possible after the contract has been approved.

C. SERVICES REQUESTED

a. Scope of Work

The selected firm shall provide the following services to the City:

(1) Wastewater Pipeline Condition Assessment

Firm shall provide all labor, equipment, and materials to perform the services upon request by the City.

The service required for this contract is to inspect the pipe condition by Closed-Circuit Television (CCTV), Sonar Profiling, and Laser/LIDAR Profiling of the wastewater system as requested by the City. CCTV inspection work shall be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observation. The City has identified approximately 18.0 miles of critical wastewater pipeline that is 36-inch in diameter and larger that will require in-depth evaluation. The project list and associated pipeline map and available as-built plans will be provided upon award of the contract.

(2) Documentation and Wastewater Pipeline Inspection Results

The firm will be required to submit the documentation and wastewater pipeline inspection results as required. See section C.c. for Technical Requirements.

b. Minimum Requirements

The City requests proposals only from qualified and capable firms who can demonstrate a high degree of technical and operation abilities and financial stability required to assess wastewater pipeline condition by performing CCTV, Sonar Profiling, and Laser/LIDAR Profiling of the City's wastewater collection system.

(i) Prior Experience

The firm must demonstrate a minimum level of five (5) years direct experience in assessing wastewater pipeline condition by performing CCTV and two (2) years direct experience in assessing wastewater pipeline condition by performing sonar profiling and laser/LIDAR profiling. Such work experience must be direct, and the work must have been performed by the firm's own crews. The firm must have assessed condition by performing CCTV in excess of 300 miles and sonar and laser/LIDAR profiling on large diameter (36-inches and larger) pipeline in excess of 50 miles or performed at least other jobs similar in size and scope to the work specified herein. Any above mentioned work performed by subcontractors for the firm will not be considered direct firm experience.

c. Technical Requirements

Firm shall clearly describe the approach and procedures that will be implemented to meet the technical requirements required for the firm as stated in this section. As a minimum, all specified technical requirements must be addressed in the proposal. The firm may describe additional, alternative approaches and procedures. Note that any significant deviations from the conditions set forth in this RFP must be identified.

(i) Responsibilities of and Tasks to be Performed by the Firm

Firm shall perform the service described in this Section C.c.

Firm shall furnish all labor, tools, equipment, materials, and supplies required for the performance of the Closed Circuit-Television (CCTV) Inspection, Sonar Profiling, and Laser/LIDAR Profiling of wastewater pipelines requested by the City as specified hereinafter.

Firm shall provide an alternate procedure or method of inspection in the event CCTV inspection, Sonar, and Laser/LIDAR Profiling cannot be performed due to complications with low/high water level, major debris accumulation and/or blockage to be approved by the DOU.

Firm shall provide corrective services without charge to the City for a period of sixty (60) days after the performance of any services, if the services fail to meet the standards and requirements set forth in this section, and such failure is reported to the firm in writing. Should the firm fail or refuse to perform promptly its obligations under this warranty, the City may render or undertake the performance thereof and the firm shall be liable for any expenses thereby incurred.

(ii) General Requirements

The firm's performance of inspections and other services shall not result in the interruption of wastewater service to any customer in the City. Wastewater must be controlled within the pipeline at all times.

Firm shall provide an electronic copy of all field inspection data to be inputted into the City's computer in a format compatible with the City's existing software applications (CityWorks Server, Granite-XP (and Granite-Net), Microsoft Access/Excel/Word, and ArcGIS). For the purpose of backup, a copy of the completed log sheets will be kept by the firm.

Firm shall re-seal all manholes encountered that were sealed for the control of odors or entry of extraneous water.

Firm shall notify and request the City for assistance, if needed, in connection with removal, dismantling, and replacement of any special equipment such as flow monitors, diversion gates within the manhole structures, or smart manhole covers.

Firm shall provide video identifying on screen, the pipe segment by manhole number and street location. Identification shall include but not limited to all connections, general conditions of the wastewater pipelines, problem areas, location of all connections or problem areas by linear footage, and observations concerning the condition of the pipe joints. Records of the daily work, inspection logs and the video records shall be prepared and forwarded to the City on a weekly basis. The video recordings shall become property of the City.

Firm shall not remove any trees, plants, shrubs, or ornamental vegetation without the written consent of the City.

Firm shall obtain all necessary permits and observe all standard rules of safety for staff and the public in accordance with local laws and accepted practice. Additionally, the firm shall be certified and demonstrate knowledge of current safety requirements for confined space entry.

In accordance with the City Code Section 12.20, the firm shall not impede traffic in any fashion outside the work hours of 8:30 A.M. and 4:00 P.M. A schedule of work shall be submitted to the City for review and approval prior to setting up for work.

Firm shall progress with the work in an orderly manner at appropriate times not to interfere excessively with the normal routine of the neighborhood. All work within public streets and/or right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the public as possible. Unless otherwise approved, the firm shall maintain at least one travel lane in each direction at all times on two-way Primary Streets pursuant to Section 6-10, Traffic Control Requirements of the City's Standard Specifications, dated June 2007. On working days, between 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 6:00 p.m., the firm shall maintain the number of lanes normally available on all Primary Streets unless otherwise approved in writing by the City Traffic Engineer.

Firm shall be in full charge and be responsible for the job site, the scope of work of this contract, and subject to the directions of the project manager.

Firm shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to wastewater spills.

For emergency situations, firm shall respond to a special request issued by the City within 24 hours for CCTV inspection, Sonar Profiling, and Laser/LIDAR Profiling. The firm shall have full-time personnel experienced in CCTV/Video footage review, Sonar Profiling, and Laser/LIDAR Profiling readily available within the time limits noted above of an emergency notification.

Firm must be prepared to perform wastewater pipeline condition assessment services immediately upon execution of the agreement by the City.

(iii) Responsibilities of and Tasks to be Performed by the City

City will designate a project manager, representing the City in all matters within the scope of this RFP relating to the conduct and approval of the work to be performed. Whenever the term “approval of the City”, “consult with City”, “confer with City”, or similar terms are used, they shall refer to the City’s project manager. The City’s project manager may designate one or more assistant to act on the project manager’s behalf. The project manager may be changed at the direction of the department manager at any time.

The City will provide maps and plans of the City’s wastewater systems which indicate the wastewater structures, mainly the manholes, and the pipelines identified by the City’s Geographical Information System (GIS) and/or CMMS. As-Built drawings may be available on an as needed basis, if available, and upon request.

(iv) Wastewater Pipe Condition Assessment

(1) CCTV Inspection, Sonar Profiling, and Laser/LIDAR Profiling

CCTV Inspection work must be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations. Coding and observations results shall be recorded and presented on a per “asset” basis, manhole-to-manhole. A pipe “asset” is defined as one continuous pipe from the upstream manhole to the downstream manhole.

Firm shall make a video recording of the television inspection and supply one copy to the project manager. All data and video recording will become the sole property of the City without restrictions of future use, duplication, modification, and dissemination. Firm shall have no vested rights to the completed work and may not sell or reuse it without the City’s permission. The project data furnished to the firm for use in rendering project services shall remain the property of the City. Firm may not sell or reuse data without permission of the City.

Firm shall create pipeline reports, containing the measurement of faults and other features inside the pipeline when using Laser/LIDAR Profiling to survey the pipe with the CCTV camera. This includes measurements of pipe size, laterals, water levels, and other features, as well as automatic analysis of pipe ovality and pipe available capacity up to 30 times per second.

Firm shall create pipeline reports, containing visual profile, profile comparison, and dimension data of significant defects when using Sonar Profiling to survey the pipe. The report shall include the longitudinal pipeline cross sections showing the crowning corrosion profile and/or debris profile.

(2) Equipment

Firm shall provide equipment capable of utilizing the electronic data collection. The camera shall be operative in one hundred percent (100%) humidity and specifically designed for in-wastewater inspection of wastewater pipelines ranging from 36-inches to 120-inches in diameter. The camera shall produce a continuously monitored picture with the resolution capability to discern small hairline cracks and other minor/major defects in the wastewater pipeline. It should be equipped with a ring of low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the line being inspected. The camera shall be equipped with a panning and rotational camera head with remote adjustable optical focus and automatic light compensating iris. NTSC color standard shall be used. Focal distance shall be adjustable through a range of 6-inches to infinity. Continuously displayed on the monitors shall be the date of inspection, number designation of the upstream and downstream manholes corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the manhole of reference. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 600-line resolution. The TV transmission and tow cable assembly must have the capability to reach CCTV lengths of up to 2,000 feet. The remote footage counter shall be accurate to one percent (1%) over the length of the particular section being inspected.

A Nationally Recognized Testing Laboratory must approve all electrical equipment, including CCTV cameras, for use in hazardous location and wet environments. This equipment must be approved for using Class I, Division I, Group D Hazardous Locations as defined by the National Fire Protection Association (NFPA) Code 820-1999.

Firm shall have the ability to communicate with its crew at all times (i.e., cellular phone, radio, etc.)

Firms shall have replacement equipment available within twenty-four (24) hours in the event of equipment breakdown.

The Laser/LIDAR profiler shall be able to attach to a CCTV camera to capture or record a Laser/LIDAR profile, as well as use machine vision software to analyze CCTV images. It shall be capable for use in pipes 36-inches to 120-inches in diameter and have an accuracy of plus or minus 0.5% of the pipe's diameter. The laser/LIDAR shall support automatic analysis of pipe ovality and capacity at a rate of 30 times per second and be Class 1; eye-safe for operator safety. The laser/LIDAR unit shall be capable of being repeatedly actuated to provide data that eliminates six-degree-of-freedom sensor alignment problems. The laser/LIDAR sensor resolution shall be 10 mm, with a laser/LIDAR sensor accuracy of 5 mm at 3 meters in pipelines 36-inches and larger.

The Sonar profiler shall be able to operate in submerged and semi-submerged pipelines from 36-inches to 120-inches in diameter. It shall be programmable multi-frequency profiling sonar which supports a range of frequencies from 600 kHz to 1.0 MHz. It can be used with CCTV and Laser/LIDAR to provide simultaneous image of the pipe both above and below waterline. The head of the Sonar Profiler shall utilize a rotating transducer and shall transmit an acoustic signal toward the pipe walls in a radial fashion.

(3) Installation

The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the wastewater pipeline's condition but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).

As the camera approaches a lateral/main connection or substantial defect, the camera progress shall be halted and the camera lens panned to further view the lateral/main pipe and connection (including looking up the lateral/main) or defect to thoroughly evaluate its condition.

Manual winches, power winches, TV cable powered rewind or other devices that do not obstruct the camera view or interfere with proper documentation of the wastewater pipeline conditions shall be used to move the camera through the line. If during the inspection operation the television camera will not pass through the entire manhole section, firm shall re-set equipment in a manner so that the inspection can be performed from the opposite manhole. If again, the camera fails to pass through the entire section, firm shall notify the Wastewater Operations and Maintenance Division (WOMD) and the City's project manager.

If during the television inspection the firm encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, blockage and/or eminent wastewater spill) WOMD shall be notified immediately. Furthermore, firm shall provide a copy of the video recording of the section of the line containing the condition within 24 hours to WOMD.

If during the television inspection, the camera is jammed inside the wastewater pipeline and cannot be retrieved, the firm shall not excavate the pipe to retrieve it. Firm shall inform the WOMD immediately for assistance, but it is the firm's responsibility to remove the camera and ensure that the wastewater pipeline is not damaged.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephone, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that adequate communications exists between members of the crew.

Accuracy of the measurement shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device. Footage measurements shall begin at the entry edge of pipe (invert) of the upstream manhole and shall terminate at the edge of pipe's entry into the downstream manhole, unless specific permission is given to do otherwise by the project manager.

The installation of the Sonar Profiler shall allow the inspection of siphons. The Sonar Profiler shall be capable of being deployed upstream and downstream from an inlet or outlet manhole.

(4) Documentation of Television/Profiling Results

An executive summary for the CCTV Inspection or a preliminary report for Sonar Profiling and Laser/LIDAR Profiling shall be provided in an electronic format acceptable to the City and shall be provided within two (2) weeks from the completion of the inspection. A final report for Sonar Profiling and Laser/LIDAR Profiling shall be submitted within four (4) weeks from the completion of the inspection. The executive summary shall clearly show the location, in relation to adjacent manholes (i.e., stations), of each lateral/main connection discovered. In addition, other data of significance including the locations of unusual conditions, cracks, misalignments, collapsed sections, presence of debris and deposits and other discernible features shall be included as brief and informative comments of the wastewater pipeline conditions.

Per the documented inspection defects, within the final report, the firm shall provide estimated re-inspection frequencies and estimated remaining useful life of wastewater pipes. The inspection of each wastewater pipeline asset (manhole-to-manhole) shall include a PACP wastewater pipeline report documenting the amount of structural and O&M defects and shall include a rating based on the PACP Quick Rating System.

City reserves the right, at its discretion, to convert the written report to digitized form. Firm will be required at the time to provide the documentation in the new format without extra cost to the City.

Firm shall record all pipe inspections in high definition digital color video as viewed from the television monitor. A copy shall be provided to the project manager within two (2) weeks after the job is completed. If requested by the project manager, the firm shall have the ability to provide copies of the inspection videos and data on a portable hard drive within 24 hours of the assignment. Firm shall backup inspection videos and data on a periodic basis to prevent accidental erasure. The firm shall have all inspection videos and data and necessary playback equipment readily accessible for review by the project manager during the life of the contract. The video recording shall give clear pictures of conditions of pipelines requiring cleaning and any other structural problems. Inspection data and video(s) deemed unacceptable by the City shall be reproduced at no cost to the City.

Inspection videos shall include the following information:

- Upstream and downstream manhole I.D. numbers;
- Pipe diameter;
- Pipe material;
- Date and time of TV inspection;
- Current distance along reach (tape counter footage);
- Location of each defect and;
- Location of each lateral/main connection.

(5) Acceptable CCTV Standards

The television inspection and the condition assessment of the wastewater pipeline should be conducted per the requirements stated in this contract. The picture of the television inspection should be clear for the City to assess the condition. The record and the documentation of the CCTV inspection submitted to the City should be correct and complete.

Should at any time the City is not satisfied with the quality of the CCTV inspection conducted by the firm, the City may request the firm to re-televise the pipe and resubmit the records at no extra cost to the City. The firm's substandard work may also result in the City terminating the contract.

(6) Submittal of Television, Sonar Profiling, and Laser/LIDAR Profiling Results

Portable hard drives, written reports, Sonar Profiling and Laser/LIDAR Profiling reports shall be submitted to:

City of Sacramento
Department of Utilities
Business and Integrated Planning
1395 35th Ave.
Sacramento, CA 95822
Attn: Quoc Nham

(v) Scheduling

Firm shall submit an inspection schedule before the firm plans to inspect at least two (2) weeks in advance. No wastewater pipeline inspection shall be performed unless the City has received the schedule and has given its authorization to proceed. Firm must schedule all work for each wastewater pipeline listed beginning at the most upstream end and proceeding in a downstream direction until all work on that wastewater pipeline is completed.

All work shall be performed during normal business hours observed by the City (8:30 am to 4:00 pm Monday through Friday). Work during other hours, weekends, or holidays observed by the City, may only be performed with permission from the

City. The City reserves the right to inspect all work as it is performed, and to reject any work product that in the opinion of the City is defective or does not meet the requirements of the agreement. In the event that work schedule proposed by firm places the City at an inconvenience with respect to the inspection of the work, the City may require firm to halt or delay the work, reduce the number of crews on the job, or take any other steps deemed necessary by the City to enable the City to exercise the right to inspect. The City reserves the right to rearrange firm's schedule as needed to accommodate emergency work or other activity that may need to be performed in wastewater pipelines.

(vi) Property Damage Caused by the Firm

Should any damages be caused to the public or private property by firm or its employees or agents, firm will be required to make repairs immediately and return it to its original condition or better. The City may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from monies due or to become due to firm under this or any other contract with the City. All repair and/or replacement must be performed to the satisfaction of the City.

(vii) Wastewater Pipe Preparation

No special requirements/preparations are needed to prepare the wastewater pipelines for inspection activities. Should firm deem that a special arrangement is needed in order to proceed through the inspection of the wastewater pipeline, it shall first be brought to the attention of the project manager for review to determine if the special arrangement is needed. Firm shall provide advance notification to property owners prior to doing inspection in any Easement/Right-of-Way.

(viii) Blockages and Surcharges

If a wastewater pipeline section is surcharged due to a blockage, firm shall notify the City immediately. The City will take the responsibility of clearing the blockage until the surcharge condition is relieved. The inspection of this reach may need to be re-scheduled. Wastewater pipeline inspection may only be performed on wastewater pipelines with a flow level of thirty percent (30%) or less of the pipe diameter. If the surcharge due to a blockage was caused by firm, firm at its own expense shall repair it.

(ix) Inaccessible Manholes

In the event that a manhole cannot be located or is inaccessible, firm shall move to the next manhole where work can be performed. The firm shall notify the City of the problem on the next working day and the City will make an investigation. Firm will then be required to return to the site to complete any unfinished wastewater pipeline inspection after the problem has been rectified.

(x) Emergency Notification

Firm shall immediately notify the City whenever a surcharged wastewater or a partial or total pipe blockage is discovered. Firm shall contact the City Operator by dialing 311 to have the emergency correctly dispatched during all hours of the day, including holidays. Firm shall indicate the location, nature of the problem, and when the problem was first detected. Firm may continue working, but shall stay onsite or nearby until the City forces arrive, unless otherwise instructed by City representatives.

(xi) Safety

Firm shall comply with all Federal, State, and local regulations and all applicable Cal-OSHA requirements.

If confined space entry into a live wastewater pipeline or manhole is necessary, the City requires continuous ventilation and monitoring of the manhole atmosphere for hydrogen sulfide, combustibles, and oxygen concentration during manhole entry. Firm is required to operate and maintain his or her safety equipment and is responsible for safety training for his or her crew. Firm shall never leave an open manhole unattended.

All equipment must be removed from the wastewater pipeline at the end of each work session. Firm shall perform all work in the safest possible manner. The City may make unannounced inspections to ensure compliance with safety requirements. If firm is deemed to be working in an unsafe manner by the City, the contract may be terminated.

(xii) Traffic Control

All costs for labor, equipment, and materials required to establish traffic control shall be included in the contract price.

Traffic control plans for the project shall be submitted and approved by the City prior to the commencement of any scheduled work as requested by this RFP.

Firm shall be compliant with all traffic control requirements pursuant to the City of Sacramento's Standard Specifications, dated June 2007, Section 6-10.

D. PROPOSAL SUBMITTAL REQUIREMENTS

Firms interested in submitting proposals for this project should respond to this Request for Proposals (RFP) by submitting a written proposal providing all the information requested below. The proposal will be considered complete, only if, all of the items listed in this section are included in the submittal.

A total of six (6) hard copies of the proposal with one (1) copy being unbound and one (1) electronic (PDF) copy on an electronic storage device (e.g., CD, DVD, USB flash drive, portable hard drive, etc.) shall be submitted no later than **3:00 PM, January 15, 2015** to:

City Of Sacramento
City Clerk's Office
New City Hall, 915 I Street, Sacramento, CA 95814
Re: Proposal for Wastewater Pipe System Condition Assessment
For: Quoc Nham, Department of Utilities

The Proposal must be limited to twelve (12) double-sided pages not including introductory letter, references, LBE documentation (if applicable), attachments or appendices, and work samples.

Please provide and present the following information in the order listed, in a clear and concise format:

1. Firm Name.

2. Corporate office and local office address, city, state, zip code, telephone number, fax number, and web site addresses.

3. Firm brief history, background, specialties, ownership.

4. Proposal contact person, address, phone number, e-mail address.

5. Office location or locations where the work will be accomplished by the proposing firm and subcontractors.

6. Introductory letter describing firm's basic understanding of the services identified. This letter should also contain an expression of the firm's interest in the work, a statement regarding the qualifications of the firm to do the work, and any summary information that may be useful or informative to the City.

7. List of past and ongoing related projects the firm has completed, or begun in the last five years. Include a brief description of deliverables for similar projects.

8. Organizational chart for proposed team, identifying the project manager and task leads. The project manager should be the day-to-day contact for the project and will be expected to communicate with City staff.

9. Describe project team and include specific subject areas that the project manager and individual team members would support. Summarize expertise and qualifications of key project team members to provide services described in Section C, above.

10. List the project manager and individual project team members' past and ongoing experience with condition assessment of wastewater pipeline using CCTV, Sonar Profiling, and Laser/LIDAR Profiling. Indicate the roles of project team

candidates in the projects listed. Briefly discuss how this past experience relates to the tasks included in the proposal and affects your project approach. Discuss applicable experience in the following areas:

a. NASSCO certification for PACP defect coding
b. Experience with traffic control

11. Include three (3) client references, addresses and telephone numbers for key team members.

12. Provide work samples demonstrating the experience described in Section C above as an attachment or appendix. Samples may be originals, photocopies, or provided on an electronic storage device in PDF format.

13. Provide proposed approach to conduct project and scope of work. The scope of work should be a specific scope of services for the project. This will serve as the basis for negotiations with the selected firm. The proposed scope of services must maintain consistency with the proposed project approach. The scope presented will be the firm's specific and detailed proposition to achieve all requirements described in Section C of this RFP. Also, please provide a list of deliverables consistent with the proposed project approach and scope of services. Deliverables include work products submitted to DOU.

Any recommended work and associated costs out of the project scope described in this RFP should be described in a separate section of the proposal.

In a <u>SEPARATE SEALED ENVELOPE</u>, provide one (1) copy of the estimated costs by task and total, including key staff assigned, hourly rates, and other direct costs. Failure to do so will result in proposal submittal to be considered as NON-RESPONSIVE and will be disqualified from consideration.

14. A project schedule for completion of the project must be submitted with the proposal. All major outputs/deliverables and meetings should be included on the schedule including time for DOU's review. The schedule should reflect the scope of services proposed by the firm.

15. Provide an attachment or appendix with resumes including applicable experience for project manager and key individuals.

16. Provide information identifying key members of firm/project team who will be assigned to project through completion of the project and their availability. The identification and utilization of specific key personnel through the life of the project are important factors in the City's consideration and selection of a firm/project team. Any changes in identified key personnel after the award of the agreement must be approved by the City in writing before the change is made. Include availability of team to begin work as soon as possible after the selected firm receives the notice to proceed.

17. Provide a disclosure identifying any actual, apparent or potential conflict of interest that may result from the performance of any of the services described in Section C of this RFP. These may include any actual, apparent, direct or potential conflicts of interest that may exist with respect to the firm, employees or other persons relative to the provided service. City policy is described further in Section H. CONFLICT OF INTEREST POLICY of this RFP.

18. Complete the form entitled "Local Business Enterprise (LBE) Preference Program 5% Preference Form" (see Attachment 3) and attach a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License, if applicable.

19. The firm selected to perform the requested services will be required to execute the "Declaration of Compliance, Equal Benefits Ordinance" form that is part of the City's standard Professional Services Agreement, attached as Attachment 4. More information regarding the City's Non-Discrimination In Employee Benefits Code, otherwise known as the Equal Benefits Ordinance (EBO), is provided in Exhibit E to the standard Professional Services Agreement.

    For more information, including Contractor's Q&As, which includes general information on the most important questions about the EBO from the contractor's perspective, see the following website:

    http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

    For further questions on the EBO, please contact the Program Administrator at (916) 808-5746.

E. PROFESSIONAL SERVICES AGREEMENT

A copy of the City's Professional Services Agreement that the selected firm will be required to sign is provided as Attachment 4. Please note that any firm selected will be required to comply with the standard provisions set forth in Exhibit D of the Agreement; section 11.A provides information on minimum scope and limits of insurance coverage, and section 11.B provides information on additional insured coverage.

The selected firm will need to provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability Insurance for this project. Endorsement(s) signed by an authorized representative of the insurance carrier will also be needed for Commercial General Liability and Automobile Liability insurance, with language included in the endorsement(s) that the City, its officials, employees and volunteers shall be covered as additional insured.

If the insurance certificate(s) and endorsements are provided by an insurance broker, the insurance company will also need to provide verification of coverage.

The selected firm will be required to complete and submit a W-9 form and CA form 587 or 590.

F. ADDENDA AND SUPPLEMENTS TO REQUEST FOR PROPOSALS

The City reserves the right to cancel, postpone, extend or revise this RFP or the RFP process at any time. If it becomes necessary to revise any part of this RFP, an Addendum to the RFP will be provided on the City's Bid website located at:

http://www.planetbids.com/portal/portal.cfm?CompanyID=15300

G. BUSINESS OPERATIONS TAX CERTIFICATE (B.O.T.C.)

Sacramento City Code Chapter 3.08 requires any person or firm conducting business within or with the City of Sacramento to pay a Business Operations Tax and have a current Business Operations Tax Certificate.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento Revenue Division, 915 I Street, Sacramento, CA 95814, or telephone 916-808-8500.

H. CITY OF SACRAMENTO CONFLICT OF INTEREST POLICY

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 working for contractors providing services or performing work for the City, if such individuals 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 individuals who qualify as "consultants" to file the following statements of economic interests with the City:

(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 standard agreement attached to this RFP indicates whether or not the individual(s) who will provide services or perform work pursuant to the agreement will be considered "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. The submission of a proposal in response to this RFP constitutes the submitting firm's acknowledgement and agreement that, if the firm is awarded the agreement by City, the individuals who will provide services or perform work pursuant to the agreement will not have a conflict of interest under the City's Conflict of Interest Code.

In addition, if the firm is awarded the agreement by City, such firm shall cause the following to occur within 30 days after execution of the agreement:

(1) The firm shall identify the individuals who will provide services or perform work under the agreement as "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code;

(2) The firm shall cause these individuals to file with the City Representative identified in the agreement the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the agreement, the firm 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 the agreement until all required statements are filed.

I. MISCELLANEOUS

All material submitted shall become the property of the City of Sacramento, may be reviewed and evaluated as part of this RFP process by any persons at the discretion of the City of Sacramento, and may be publicly disclosed as required by law.

ATTACHMENT 1

PROPOSAL RATING FORM
WASTEWATER PIPE SYSTEM CONDITION ASSESSMENT

Firm: _____

Selection Committee Member: _____

Date of Review: _____

Selection Committee Member Signature: _____

Criteria		**Available Points**	**Score**
1.	Expertise, knowledge and experience of firm in wastewater pipe inspection using CCTV, Sonar Profiling, and Laser/LIDAR Profiling	30	
2.	Staff qualifications	20	
3.	Prior experience providing similar services	20	
4.	Proposal quality and completeness	15	
5.	Available staff/resources	10	
6.	References	5	
7.	LBE	5	
	Total	**105**	

Interview Criteria (Optional)		**Available Points**	**Score**
1.	Interview	20	
2.	LBE	1	
	Total	**21**	

ATTACHMENT 2

LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE PROGRAM REQUIREMENTS

(City Contracts, no Federal Funds Used)

I. LBE PREFERENCE PROGRAM

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.

The LBE Program provides for **a five percent (5%) preference** on all City procurement opportunities under $100,000. For professional service contracts only, this preference also applies to procurement opportunities of $100,000 or more.

A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid.

Bidders shall submit proof to the City demonstrating that the business is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Sacramento or County of Sacramento taxes, permits, or fees.

II. LBE QUALIFICATION

A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.

B. 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. Proof 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.

C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

III. APPLICATION OF LBE PREFERENCE

A. When applying the LBE preference to a Bid, the preference shall apply to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by five percent (5%) of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.

B. When applying the LBE preference to a Proposal, the preference shall apply in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by five percent (5%) of the total possible evaluation points.

C. The LBE preference shall apply to all City procurement opportunities under $100,000 and professional service contracts of $100,000 or more

IV. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.

B. Proposal: Any response to a City solicitation for Proposals or Qualifications.

C. Bid: Any response to a City solicitation for bids.

ATTACHMENT 3

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.

ATTACHMENT 4

PROJECT #:
PROJECT NAME:
DEPARTMENT:
DIVISION:

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

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

Name of Contractor
Address
Phone/Fax

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of

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* **This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.**

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: _____

Address: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing

such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

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

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

_____ _____

Signature of Authorized Representative Date

_____

Print Name

_____

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

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:

Name/Title
Address
Phone/Fax/E-mail

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

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

3. Conflict of Interest Requirements.

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

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

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

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

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

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

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

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

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

4. Scope of Services. [*Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:*]

5. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

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 $_____.

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:

Office
Address
Phone/Fax

Attn: _____

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 contractors to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

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

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 actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs 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 "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

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

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

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

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

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

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

B. Additional Insured Coverage

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

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

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

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

C. Other Insurance Provisions

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

(1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the

Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

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

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

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. Assignment Prohibited. The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. Binding Effect. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. Use Tax Requirements. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

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

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

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or 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 directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

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

Attachment A

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

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

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

The included employee benefits are:

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

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

You May . . .

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

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

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

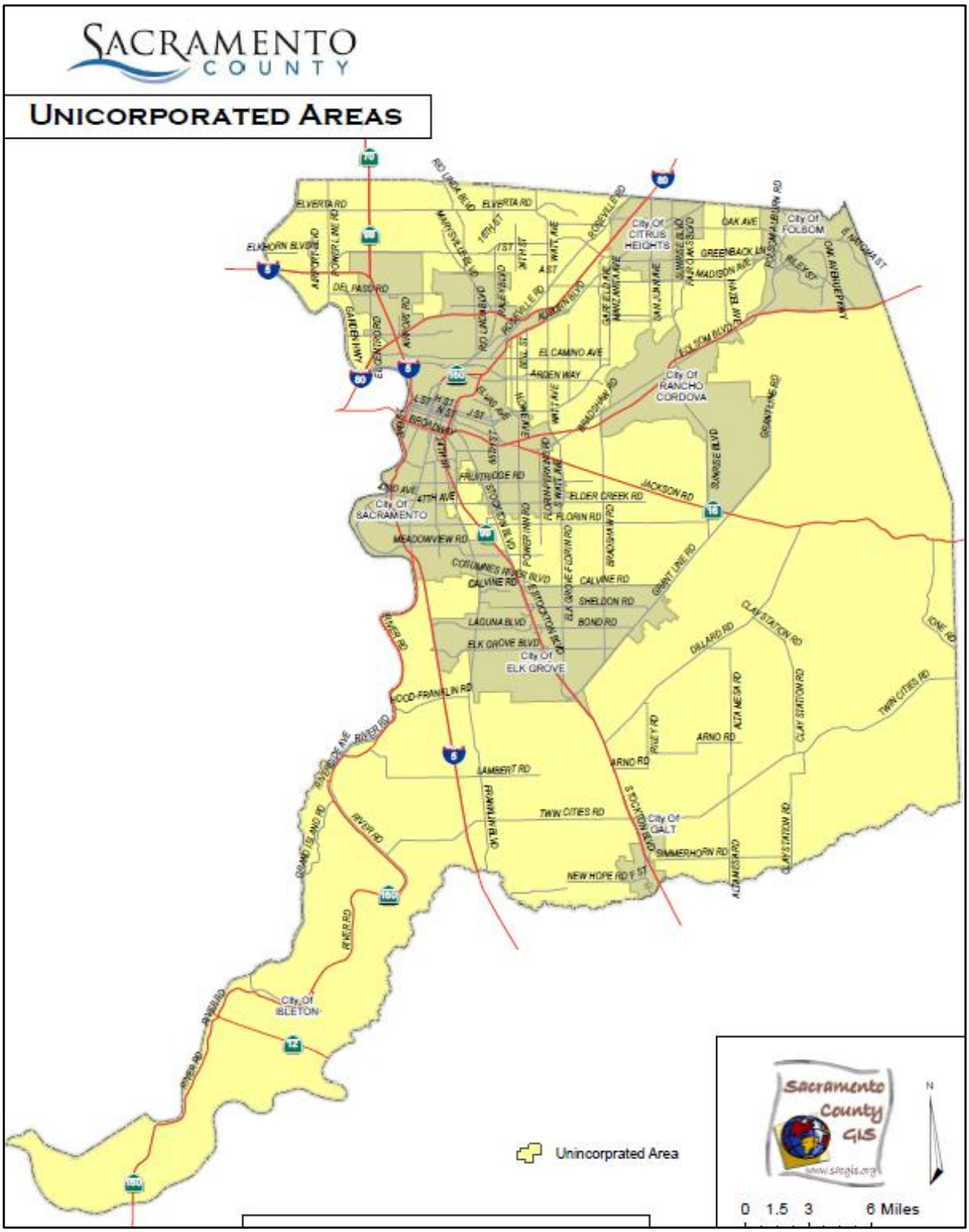
Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

ATTACHMENT 5



ATTACHMENT 6

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ 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.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II **Certification**

Under penalties of perjury, I certify that:

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

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:

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

TAXABLE YEAR **2014**

Nonresident Withholding Allocation Worksheet

CALIFORNIA FORM **587**

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

Part I Withholding Agent

Withholding agent's name

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

City (If you have a foreign address, see instructions.) | State | ZIP Code

Part II Nonresident Payee

Payee's name | ☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

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

City (If you have a foreign address, see instructions.) | State | ZIP Code

Nonresident payee's entity type: (Check one)

☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company (LLC) ☐ Estate or trust

Part III Payment Type

Nonresident payee: (Check one)

☐ Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides goods and services in California (see Part IV, Income Allocation)

☐ Provides services within and outside California (see Part IV, Income Allocation)

☐ Other (Describe)_____

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)			
Services (withholding required)			
2 Rents or lease payments			
3 Royalty payments			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding. Add column (a), line 1 through line 5			

Nonresident withholding threshold amount: $1,500.00

Backup withholding threshold amount: $0.00

Certification of Nonresident Payee

Sign Here

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Print or type payee's name	Telephone ( )
Payee's signature ▶	Date
Print or type representative's name and title	Telephone ( )
Authorized representative's signature ▶	Date

YEAR

CALIFORNIA FORM

2014 Withholding Exemption Certificate

590

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

Withholding Agent (Type or print)

Name

Payee

Name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

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

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

State

ZIP Code

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) _____ Telephone (_____)_____

Payee's signature ▶ _____ Date _____

For Privacy Notice, get FTB 1131 ENG/SP.

7061143

Form 590 C2 2013

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SACRAMENTO
Department of Utilities

Request for Proposals for

Wastewater Pipe System Condition Assessment/P15141311007

Addendum # 1

January 9, 2015

To All Interested Firms:

Attached hereto are addenda items that are incorporated into the above Request for Proposals (RFP). These items shall modify, add to, or replace the provisions of the RFP as indicated. All other terms, conditions, and specifications of the RFP remain unchanged. A firm responding to the RFP must acknowledge receipt of this addendum by signing this cover sheet as indicated below, and including this cover sheet in its response to the RFP.

Failure to acknowledge receipt of this addendum as specified above may result in rejection of your response to the RFP. If by virtue of this addendum you decide to change a response already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of responses to the RFP.

For any questions related to this addendum, contact the Project Manager, Quoc Nham, at (916) 808-1435.

Acknowledgement of Receipt:

I have received this Addendum No. 1.

By_____
Signature

Print name_____

Title_____

Firm Name_____

Questions and Responses:

1. **Q:** In section C.b.(i), under Prior Experience on page 4 of the proposal it states: "The firm must demonstrate a minimum level of five (5) years direct experience in assessing wastewater pipeline condition by performing CCTV and two (2) years direct experience in assessing wastewater pipeline condition by performing sonar profiling and laser/LIDAR profiling. Such work experience must be direct, and the work must have been performed by the firm's own crews. The firm must have assessed condition by performing CCTV in excess of 300 miles and sonar and laser/LIDAR profiling on large diameter (36-inches and larger) pipeline in excess of 50 miles or performed at least other jobs similar in size and scope to the work specified herein. Any above mentioned work performed by subcontractors for the firm will not be considered direct firm experience." Can the requirement for assessed pipeline condition using sonar and laser/LIDAR profiling on large diameter (36-inches and larger) pipeline in excess of 50 miles be changed/reduced?

   A: No. However, the requirement for assessed pipeline condition using sonar and laser/LIDAR profiling on large diameter (36-inches and larger) pipeline in excess of 50 miles may be waived, given that the firm has, as stated in the RFP, "…performed at least other jobs similar in size and scope to the work specified herein…"

2. **Q:** In section C.c.(ii), under General Requirements on page 6 of the proposal it states: "For emergency situations, firm shall respond to a special request issued by the City within 24 hours for CCTV inspection, Sonar Profiling, and Laser/LIDAR Profiling. The firm shall have full-time personnel experienced in CCTV/Video footage review, Sonar Profiling, and Laser/LIDAR Profiling readily available within the time limits noted above of an emergency notification." What will be the contract duration for the on-call 24 hour emergency services?

   A: Refer to Item 2., Revisions to RFP, below.

3. **Q:** In section E., under Professional Services Agreement on page 16 of the proposal it states: "The selected firm will need to provide insurance certificate(s) for Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional Liability Insurance for this project. Endorsement(s) signed by an authorized representative of the insurance carrier will also be needed for Commercial General Liability and Automobile Liability insurance, with language included in the endorsement(s) that the City, its officials, employees and volunteers shall be covered as additional insured." Professional Liability Insurance is typically not needed or available for inspection contractors. Can the requirement for Professional Liability Insurance be waived for this particular project?

   A: No. Professional Liability Insurance provides coverage on a claims made basis for errors, omissions or malpractice for the City. The scope of work and services requested in section C.c.iv.(4), Documentation of Television/Profiling Results, paragraph 2 on page 10, requires that the qualified firm, "Per the documented inspection defects, within the final report, the firm shall provide estimated re-inspection frequencies and estimated remaining useful life of wastewater pipes. The

inspection for each wastewater pipeline asset (manhole-to-manhole) shall include PACP wastewater pipeline report documenting the amount of structural and O&M defects and shall include a rating based on the PACP Quick Rating System." The City is interested in firms that are capable of providing CCTV, sonar and laser/LIDAR profiling services along with the capacity to provide estimated re-inspection frequencies and estimated remaining useful life of wastewater pipelines that can be held accountable based on the data collected and the firm's professional judgment.

Revisions to RFP

The RFP is hereby revised as follows (deleted text is shown below in bold strike-out text, and added text is shown below in bold italic text):

1. On page 3 of RFP, section B.b., Selection Schedule:

Request for Proposal Issued	December 9, 2014
Last Day to Ask Questions (if necessary)	December 30, 2014
Last Addendum Posting Date (if necessary)	January ~~**6**~~ ***9***, 2015
Proposals Due (by 3:00 p.m.)	January 15, 2015
Selection Panel Review	January 16-26, 2015
Interviews (optional)	January 27-28, 2015
Contract Negotiations & Preparations	January 29-February 2, 2015
City Council Approval (for agreements ≥ $100)	March 3, 2015
Notice To Proceed	March 5, 2015
Kick-Off Meeting	TBD

It is important that the firm selected be able to respond quickly during contract negotiations and initiate work as soon as possible after the contract has been approved.

2. On page 6 of RFP, paragraph 8 of section C.c.(ii), General Requirements: **"~~For emergency situations, firm shall respond to a special request issued by the City within 24 hours for CCTV inspection, Sonar Profiling, and Laser/LIDAR Profiling. The firm shall have full-time personnel experienced in CCTV/Video footage review, Sonar Profiling, and Laser/LIDAR Profiling readily available within the time limits noted above of an emergency notification~~."**

END OF ADDENDUM # 1

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PROJECT #: X14130501
PROJECT NAME: WASTEWATER PIPE SYSTEM CONDITION ASSESSMENT
DEPARTMENT: UTILITIES DEPARTMENT
DIVISION: BUSINESS AND INTEGRATED PLANNING

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

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

NATIONAL PLANT SERVICES, INC.
1461 HARBOR AVENUE, LONG BEACH, CA 90813
PH: 800-445-3614/FAX: 562-495-1528

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

*** This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.**

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

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

CONTRACTOR:

NATIONAL PLANT SERVICES, INC.
NAME OF FIRM

36-2819728
Federal I.D. No.

242-8715-3
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

Dennis R. Keene, President
Print Name and Title

_____
Additional Signature *(if required)*

_____
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: NATIONAL PLANT SERVICES, INC.

Address: 1461 HARBOR AVENUE, LONG BEACH, CA 90813

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

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

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

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

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

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

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

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

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

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

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

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

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

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

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

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

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

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

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

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

Signature of Authorized Representative

2/27/15
Date

Dennis Keene
Print Name

President
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Quoc Nham/Assistant Engineer
1395 35th Ave., Sacramento, CA 95822
PH: 916-808-1435/FAX: 916-808-1497

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:

Michelle Beason/Project Manager
2459 Sky Rd., Walnut Creek, CA 94597
PH: 925-262-7366/FAX: 510-291-3142/Email: mbeason@nationalplant.com

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

2. **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.

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

City of Sacramento
Wastewater Pipe System Condition Assessment

Scope of Services

This attachment describes the National Plant Services, Inc.'s (NPSI) scope of work for professional services to conduct a condition assessment project of the wastewater pipe system of pipes that are 36-inches and greater that are owned, operated, and maintained by the City of Sacramento (City). The objective of this project is to conduct a comprehensive evaluation of the City's wastewater pipes using multi-sensor technology. Multi-sensor technology shall consist of Closed-Circuit Television, Sonar Profiling, and Laser/LIDAR Profiling. The effectiveness of the technologies will be evaluated based on each technology's ability to assess the structural condition, hydraulic condition, and sedimentation level of selected wastewater conveyance pipelines. The product of this evaluation will be a detailed report along with video, sonar, and laser/LIDAR data documenting of the condition of the City's wastewater pipe system. The data collected provided by the service will provide the City with sufficient information to make educated decisions that aligns the City with the Department of Utilities' Strategic Goals.

TASK 1: PROJECT PLANNING, MOBILIZATION, AND PROGRESS

This task involves coordination between the City and NPSI to properly plan targeted wastewater pipes for condition assessment, scheduling for condition assessment service, and to track work progress throughout the duration of the project.

1.1 Project Planning

NPSI shall meet with the City's project team to review the project and coordinate information gathering, mission planning, and project scheduling.

1.2 Mobilization

Through the project planning process, the City will establish all proper equipment, materials, labor forces, and schedules for NPSI to properly perform the requested service prior to the start of any work within the City. Once established, NPSI will be authorized to begin mobilizing personnel, equipment, any and all materials required to provide the requested service.

1.3 Progress

All regularly scheduled meetings shall occur at the Department of Utilities (DOU), 1395 35th Ave, Sacramento, CA 95822, to review the project schedule and project milestones. At the end of each work week NPSI shall provide the City with a summary of pipes inspected, challenges, observations, and an inspection plan for following week. In order to provide the City with a cost efficient service, NPSI, shall be available throughout the project duration to meet with staff in the field, through emails, and/or verbal communication via cellular phones.

TASK 2: WASTEWATER PIPELINE CONDITION ASSESSMENT

This task involves the responsibilities and tasks, schedule, and designated pipes for condition assessment to be performed by NPSI.

2.1 Responsibilities and Tasks

a. NPSI shall provide a trained operating crew, analyst, and the necessary appurtenances to access and collect data for the various sizes of wastewater pipes utilizing a combination of CCTV, Sonar, and Laser/LIDAR technology.

b. NPSI shall provide all the necessary computer hardware and software to analyze and present the inspection data in a format easily understood for analysis.

c. In the event that CCTV inspection, Sonar, and Laser/LIDAR Profiling cannot be performed due to complications with low/high water level, major debris accumulation and/or blockage, NPSI shall reset the equipment at a downstream manhole, and attempt to inspect the section from the opposite direction. NPSI shall notify the City immediately upon discovery of any complications that prevents the collection of condition assessment data.

d. Temporary delays on start of work, or interim delays, shall not be cause for termination of contract. NPSI will provide written notification of any schedule departures.

e. NPSI shall provide corrective services without charge to the City for a period of sixty (60) days after the performance of any services, if the services fail to meet the standards and requirements set forth in this section, and such failure is reported to NPSI in writing. Should NPSI fail or refuse to perform promptly its obligations under this warranty, the City may render or undertake the performance thereof and NPSI shall be liable for any expenses thereby incurred.

f. Where progress is delayed or halted beyond NPSI's control by such causes as, but not limited to: weather, access, traffic, flow, or blockages, these circumstances will not be cause for contract penalty or termination.

g. NPSI's performance of inspections and other services shall not result in the interruption of sewage service to any customer in the City. Wastewater must be controlled within the pipeline at all times.

h. NPSI shall provide one (1) electronic copy of all field inspection data to be inputted into the City's computer in a format compatible with the City's existing program(s) (Cityworks, Granite-XP, Microsoft Access/Excel/Word, and ArcGIS). For the purpose of backup, a copy of all field inspection data (including but not limited to, CCTV videos, PACP defect coding, raw sonar and laser/LIDAR data) shall be kept by NPSI.

i. NPSI shall notify and request the City for assistance, if needed, in connection with removal, dismantling, and replacement of any special equipment such as flow monitors, level monitors (i.e., smart manhole covers) or diversion gates within the manhole structures.

j. NPSI shall provide video including narration, if available, identifying the pipe segment by manhole number and street location. The narration shall identify all connections, general conditions of the wastewater pipelines, problem areas, location of all connections or problem areas by linear footage, and observations concerning the condition of the pipe joints. Records

of the daily work, inspection logs and the video records shall be prepared and forwarded to the City on a weekly basis. All video recordings become the property of the City.

k. NPSI shall not remove any trees, plants, shrubs, or ornamental vegetation without the written consent of the City.

l. NPSI shall obtain all necessary permits and observe all standard rules of safety for staff and the public in accordance with local laws and accepted practice. Additionally, NPSI shall be certified and demonstrate knowledge of current safety requirements for confined space entry.

m. NPSI shall progress with the work in an orderly manner at appropriate times not to interfere excessively with the normal routine of the neighborhood. NPSI is hereby alerted that 5th St. between H St. & Broadway, 16th St. between N St. & Broadway, Alhambra Blvd. between E St. & Broadway, and Land Park Dr. are designated as "primary streets" and as such the requirements and administrative penalties of Chapter 12.20 of the Sacramento City Code apply. In accordance with the ordinance, NPSI shall not impede traffic in any fashion outside the work hours of 8:30 A.M. and 4:00 P.M. A schedule of work shall be submitted to the City for review and approval prior to setting up for work, if requested.

n. NPSI shall be in full charge and be responsible for the job site, the scope of work of this Contract, and subject to the directions of the Engineer.

o. NPSI shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect the conduct of the work, specifically as it relates to wastewater spills.

p. NPSI shall be prepared to perform wastewater pipeline condition assessment services immediately upon execution of this agreement by the City.

q. NPSI shall have a procedure(s) in place that will ensure that any entry and installation of equipment into the City's wastewater system will present no harm or hazardous conditions, including but not limited to testing the air present within system for explosive conditions.

r. NPSI shall have the ability to communicate with its crew at all times (i.e., cellular phone, radio, etc.)

s. If during the television inspection NPSI encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, blockage and/or eminent wastewater spill) the City shall be notified immediately. Furthermore, NPSI shall provide a copy of the video recording of the section of the line containing the condition within 24 hours to the City.

t. If during the television inspection, the camera is jammed inside the wastewater pipeline and cannot be retrieved, NPSI shall not excavate the pipe to retrieve it. NPSI shall inform the City immediately for assistance, but it is NPSI's responsibility to remove the camera and ensure that the wastewater pipeline is not damaged.

u. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephone, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that adequate communications exists between members of the crew.

v. Accuracy of the measurement shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device. Footage measurements shall begin at the centerline of the upstream manhole, unless specific permission is given to do otherwise by the Engineer.

w. Should any damages be caused to the public or private property by NPSI or its employees or agents, NPSI will be required to make repairs immediately and return it to its original condition or better. The City may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from monies due or to become due to NPSI under this or any other contract with the City. All repair and/or replacement must be performed to the satisfaction of the City.

x. No special requirements/preparations are needed to prepare the wastewater pipelines for inspection activities. Should NPSI deem that a special arrangement is needed in order to proceed through the inspection of the wastewater pipeline, it shall first be brought to the attention of the Engineer for review to determine if the special arrangement is needed. NPSI shall provide advance notification to property owners prior to doing inspection in any Easement/Right-of-Way.

y. If a wastewater pipeline section is surcharged due to a blockage, NPSI shall notify the City immediately. The City will take the responsibility of clearing the blockage until the surcharge condition is relieved. The inspection of this reach may need to be re-scheduled. Wastewater pipeline maintenance may only be performed on wastewater pipelines with a flow level of 30% or less of the pipe diameter. If the surcharge due to a blockage was caused by NPSI, NPSI at its own expense shall repair it.

z. In the event that a manhole cannot be located or is inaccessible, NPSI shall move to the next manhole where work can be performed. NPSI shall notify the City of the problem on the next working day and the City will make an investigation. NPSI will then be required to return to the site to complete any unfinished wastewater pipeline inspection after the problem has been rectified.

aa. NPSI shall immediately notify the City whenever a surcharged wastewater or a partial or total pipe blockage is discovered. NPSI shall contact the City Operator by dialing 311 to have the emergency correctly dispatched during all hours of the day, including holidays. NPSI shall indicate the location, nature of the problem, and when the problem was first detected. Firm may continue working, but shall stay onsite or nearby until City forces arrive, unless otherwise instructed by City representatives.

bb. NPSI shall comply with all Federal, State, and locally regulations and all applicable Cal-OSHA requirements.

cc. If confined space entry into a live wastewater pipeline or manhole is necessary, the City requires continuous ventilation and monitoring of the manhole atmosphere for hydrogen sulfide, Lower Explosive Limits (LEL), and oxygen concentration during manhole entry. Confined space entry procedures shall be conducted in accordance with Cal-OSHA regulations including training and entry documentation. NPSI is required to operate and maintain its or her safety equipment and is responsible for safety training for its crew. NPSI shall never leave an open manhole unattended.

dd. All equipment must be removed from the wastewater pipeline at the end of each work session. NPSI shall perform all work in the safest possible manner. The City may make unannounced

inspections to ensure compliance with safety requirements. If NPSI is deemed to be working in an unsafe manner by the City, the Contract may be terminated.

ee. NPSI shall only facilitate traffic control and/or permits as required in the designated scope of work areas.

ff. Traffic control plans for the project shall be submitted and approved by the City prior to the commencement of any scheduled work.

gg. NPSI shall be compliant with all Traffic control Requirements pursuant to the City of Sacramento's Standard Specifications, dated June 2007, Section 6-10.

hh. Records of the daily work, inspection logs and the video records shall be forwarded to the City on a weekly basis.

2.2 Equipment – Closed Circuit Television (CCTV), Laser/LIDAR, and Sonar

a. NPSI shall furnish all labor, tools, equipment, materials, and supplies required. The work is to be completed in a single mobilization and phase of work. The inspections will be conducted using a combination of a floating and wheeled or tractor driven platform employing a combination of multi-sensors including Digital CCTV, Sonar, and Laser/LIDAR.

b. A Nationally Recognized Testing Laboratory must approve all electrical equipment, including CCTV cameras, for using in hazardous location and wet environments. The equipment must be approved for using Class I, Division I, Group D Hazardous Locations as defined by the National Fire Protection Association (NFPA) Code 820-1999.

c. NPSI shall have replacement equipment available within twenty-four (24) hours in the event of equipment breakdown. Should the time required for replacement equipment exceed twenty-four (24) hours, NPSI shall notify the City immediately. Failure to return the equipment into operating condition within the specified time shall be ground for contract penalty or termination.

2.2.1 Closed Circuit Television (CCTV)

i. CCTV inspection work must be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations. Coding and observations results shall be recorded and presented on a per "asset" basis, manhole-to-manhole. A pipe "asset" is defined as one continuous pipe from the upstream manhole to the downstream manhole.

ii. NPSI shall make a video recording of the television inspection and supply one copy to the Engineer. All data and video recording will become the sole property of the City without restrictions of future use, duplication, modification, and dissemination. NPSI shall have no vested rights to the completed work and may not sell or reuse it without the City's permission. The project data furnished to NPSI for use in rendering project services shall remain the property of the City. NPSI may not sell or reuse data without permission of the City.

iii. NPSI shall provide equipment capable of utilizing the electronic data collection. The camera shall be operative in one hundred percent (100%) humidity and

specifically designed for in- wastewater inspection of wastewater pipelines ranging from 36-inch to 120-inch diameter. The camera shall produce a continuously monitored picture with the resolution capability to discern small cracks and other minor/major defects in the wastewater pipeline. It should be equipped with low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the line being inspected. The camera shall be equipped with the ability to video record digitally using side scan technology to record the full circumference of the pipe and have the ability to digitally pan, zoom, and tilt to recorded defects using computer software or have the capability to remotely control real-time the camera head to pan and rotate with remote adjustable optical focus and automatic light compensating iris. NTSC color standard shall be used. Focal distance shall be adjustable through a range from 6-inches to infinity. Continuously displayed on the monitors shall be the date of the inspection, number designation of the upstream and downstream manholes corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the manhole of reference. The camera, television monitor and other components of the video system shall be capable of producing an inspection video capable of displaying a minimum 600-line resolution. The TV transmission and tow cable assembly must have the capability to reach CCTV lengths of no less than 2,000 feet. The remote footage counter shall be accurate to one percent (1%) over the length of the particular section being inspected.

iv. Manual winches, power winches, TV cable powered rewind or other devices that do not obstruct the camera view or interfere with proper documentation of the wastewater pipeline conditions shall be used to move the camera through the line. If during the inspection operation the television camera will not pass through the entire manhole section, NPSI shall re-set his equipment in a manner so that the inspection can be performed from the opposite manhole. If again, the camera fails to pass through the entire section, NPSI shall notify the Wastewater Field Services Division (WFSD) and Engineering Services Division immediately.

v. The camera shall be moved through the line in either direction at a uniform rate stopping when necessary to ensure proper documentation of the wastewater pipeline's condition but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).

vi. As the camera approaches a lateral/main connection or substantial defect, the camera progress shall be halted and the camera lens panned to further view the lateral/main pipe and connection (including looking up the lateral/main) or defect to thoroughly evaluate its condition.

2.2.2 Laser/LIDAR Profiler

i. NPSI shall create pipeline reports, containing the measurement of faults and other features inside the pipeline when using Laser/LIDAR profiling to survey the pipe with the CCTV camera. This includes, but not limited to measurements of pipe size, laterals, water levels and pipe ovality. Laser/LIDAR scans shall be completed at a frequency that provides sufficient detail of the pipe's interior condition. In areas with significant defects, NPSI shall produce laser/LIDAR scans continuing for the extent of the observable condition.

ii. The laser/LIDAR profiler shall be capable of being attached to a CCTV camera platform or a robotic platform of the similar type. It shall be capable for use in pipes 36-inches to 120-inches in diameter and have an accuracy of plus or minus 0.5% of the pipe's diameter. The laser/LIDAR shall support automatic analysis of pipe's shape, which may be caused by deformation, cracked and/or broken pipe, corrosion, or siltation and be Class 1; eye-safe for operator safety. The laser/LIDAR profiler shall be capable of measuring, but not limited to, water levels, off-set joints, detecting and measuring pipe size, pipe ovality, and allow for determination of pipe wall thickness.

2.2.3 Sonar Profiler

i. NPSI shall create pipeline reports, containing visual profile and dimension data of significant defects when using Sonar Profiling to survey the pipe sections where flow levels are greater than 12-inches in depth. The report shall include, but not limited to, longitudinal pipeline cross sections showing the crowning corrosion profile and debris profile.

ii. The Sonar profiler shall be able to operate in submerged and semi-submerged pipelines from 36-inches to 120-inches in diameter. It shall be programmable multi-frequency profiling sonar which supports a range of frequencies from 600 kHz to 1.0 MHz. It shall be capable of being used with CCTV and/or Laser/LIDAR to provide simultaneous image of the pipe both above and below waterline.

2.3 Schedule

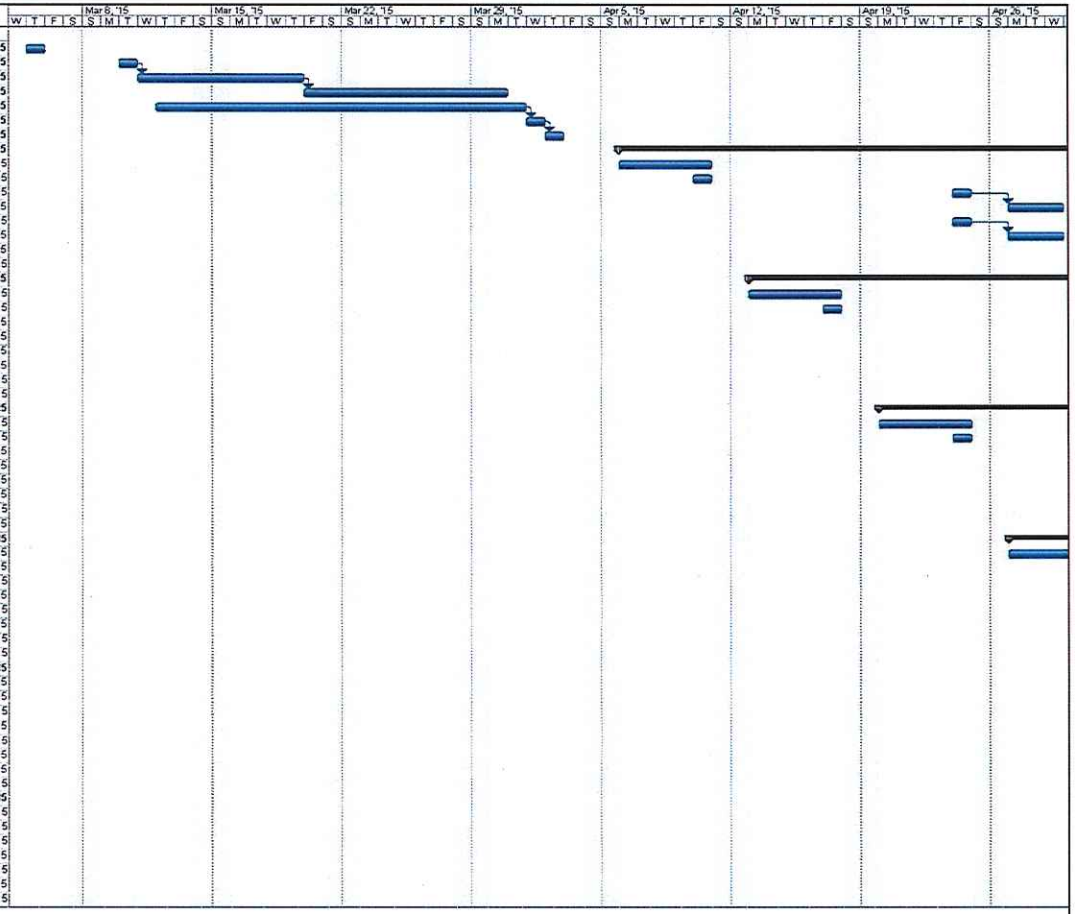
a. NPSI will condition assess the City's wastewater pipe system within six (6) months of the project's start date. Wastewater pipeline results shall be submitted within four weeks after the completion of all sanitary wastewater pipe condition assessment. Depending on the needs of the Department, this approximate timeframe can be negotiated.

b. All work shall be performed during normal business hours observed by the City (8:30 am to 4:00 pm Monday through Friday). Work during other hours, weekends, or holidays observed by the City, may only be performed with permission from the City. A written request shall be provided to the City identifying the schedule and reason(s) for working outside of the normal business hours observed by the City.

c. The City reserves the rights to inspect all work as it is performed, and to reject any work product that in the opinion of the City is defective or does not meet the requirements of the agreement. In the event that work schedule proposed by NPSI places the City at an inconvenience with respect to the inspection of the work, the City may require NPSI to halt or delay the work, reduce the number of crews on the job, or take any other steps deemed necessary by the City to enable the City to exercise the right to inspect. The City reserves the right to rearrange NPSI's schedule as needed to accommodate other activity that may need to be performed in wastewater pipelines.

Figure 1 – Schedule

ID	Task Name	Duration	Start	Finish
1				
2	**Notice to Proceed**	**1 day**	**Thu 3/5/15**	**Thu 3/5/15**
3	**Kickoff Meeting with City**	**1 day**	**Tue 3/10/15**	**Tue 3/10/15**
4	**Review of Project Scope/Maps**	**7 days**	**Wed 3/11/15**	**Thu 3/19/15**
5	**Site Reconnaisance**	**7 days**	**Fri 3/20/15**	**Mon 3/30/15**
6	**Traffic Control Plan Prep**	**14 days**	**Thu 3/12/15**	**Tue 3/31/15**
7	**Mobilization**	**1 day**	**Wed 4/1/15**	**Wed 4/1/15**
8	**Project Summary and Scheduling Meeting**	**1 day**	**Thu 4/2/15**	**Thu 4/2/15**
9	**Deployment Operations - Week 1**	**35 days**	**Mon 4/6/15**	**Fri 5/22/15**
10	Inspection Operations	5 days	Mon 4/6/15	Fri 4/10/15
11	Weekly Review Meeting	1 day	Fri 4/10/15	Fri 4/10/15
12	Preliminary MSI Report Submittal	1 day	Fri 4/24/15	Fri 4/24/15
13	DOU Review of Preliminary Report	3 days	Mon 4/27/15	Wed 4/29/15
14	CCTV Data Submittal	1 day	Fri 4/24/15	Fri 4/24/15
15	DOU Review of CCTV Submittal	3 days	Mon 4/27/15	Wed 4/29/15
16	Final MSI Report Submittal	1 day	Fri 5/8/15	Fri 5/8/15
17	DOU Review of Final MSI Report	10 days	Mon 5/11/15	Fri 5/22/15
18	**Deployment Operations - Week 2**	**35 days**	**Mon 4/13/15**	**Fri 5/29/15**
19	Inspection Operations	5 days	Mon 4/13/15	Fri 4/17/15
20	Weekly Review Meeting	1 day	Fri 4/17/15	Fri 4/17/15
21	Preliminary MSI Report Submittal	1 day	Fri 5/1/15	Fri 5/1/15
22	DOU Review of Preliminary Report	3 days	Mon 5/4/15	Wed 5/6/15
23	CCTV Data Submittal	1 day	Fri 5/1/15	Fri 5/1/15
24	DOU Review of CCTV Submittal	3 days	Mon 5/4/15	Wed 5/6/15
25	Final MSI Report Submittal	1 day	Fri 5/15/15	Fri 5/15/15
26	DOU Review of Final MSI Report	10 days	Mon 5/18/15	Fri 5/29/15
27	**Deployment Operations - Week 3**	**35 days**	**Mon 4/20/15**	**Fri 6/5/15**
28	Inspection Operations	5 days	Mon 4/20/15	Fri 4/24/15
29	Weekly Review Meeting	1 day	Fri 4/24/15	Fri 4/24/15
30	Preliminary MSI Report Submittal	1 day	Fri 5/8/15	Fri 5/8/15
31	DOU Review of Preliminary Report	3 days	Mon 5/11/15	Wed 5/13/15
32	CCTV Data Submittal	1 day	Fri 5/8/15	Fri 5/8/15
33	DOU Review of CCTV Submittal	3 days	Mon 5/11/15	Wed 5/13/15
34	Final MSI Report Submittal	1 day	Fri 5/22/15	Fri 5/22/15
35	DOU Review of Final MSI Report	10 days	Mon 5/25/15	Fri 6/5/15
36	**Deployment Operations - Week 4**	**35 days**	**Mon 4/27/15**	**Fri 6/12/15**
37	Inspection Operations	5 days	Mon 4/27/15	Fri 5/1/15
38	Weekly Review Meeting	1 day	Fri 5/1/15	Fri 5/1/15
39	Preliminary MSI Report Submittal	1 day	Fri 5/15/15	Fri 5/15/15
40	DOU Review of Preliminary Report	3 days	Mon 5/18/15	Wed 5/20/15
41	CCTV Data Submittal	1 day	Fri 5/15/15	Fri 5/15/15
42	DOU Review of CCTV Submittal	3 days	Mon 5/18/15	Wed 5/20/15
43	Final MSI Report Submittal	1 day	Fri 5/29/15	Fri 5/29/15
44	DOU Review of Final MSI Report	10 days	Mon 6/1/15	Fri 6/12/15
45	**Deployment Operations - Week 5**	**35 days**	**Mon 5/4/15**	**Fri 6/19/15**
46	Inspection Operations	5 days	Mon 5/4/15	Fri 5/8/15
47	Weekly Review Meeting	1 day	Fri 5/8/15	Fri 5/8/15
48	Preliminary MSI Report Submittal	1 day	Fri 5/22/15	Fri 5/22/15
49	DOU Review of Preliminary Report	3 days	Mon 5/25/15	Wed 5/27/15
50	CCTV Data Submittal	1 day	Fri 5/22/15	Fri 5/22/15
51	DOU Review of CCTV Submittal	3 days	Mon 5/25/15	Wed 5/27/15
52	Final MSI Report Submittal	1 day	Fri 6/5/15	Fri 6/5/15
53	DOU Review of Final MSI Report	10 days	Mon 6/8/15	Fri 6/19/15
54	**Deployment Operations - Week 6**	**35 days**	**Mon 5/11/15**	**Fri 6/26/15**
55	Inspection Operations	5 days	Mon 5/11/15	Fri 5/15/15
56	Weekly Review Meeting	1 day	Fri 5/15/15	Fri 5/15/15
57	Preliminary MSI Report Submittal	1 day	Fri 5/29/15	Fri 5/29/15
58	DOU Review of Preliminary Report	3 days	Mon 6/1/15	Wed 6/3/15
59	CCTV Data Submittal	1 day	Fri 5/29/15	Fri 5/29/15
60	DOU Review of CCTV Submittal	3 days	Mon 6/1/15	Wed 6/3/15
61	Final MSI Report Submittal	1 day	Fri 6/12/15	Fri 6/12/15

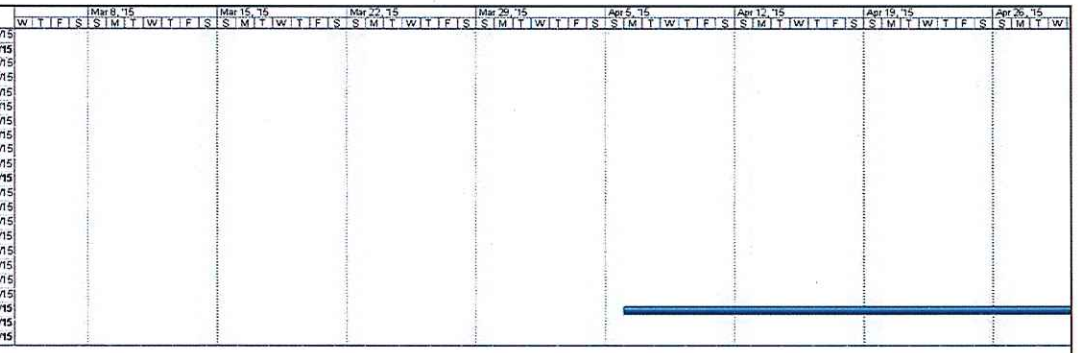


Project: City of Sacramento MSI Proje
Date: Tue 1/13/15

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

Page 1

ID		Task Name	Duration	Start	Finish
62		DOU Review of Final MSI Report	10 days	Mon 6/15/15	Fri 6/26/15
63		**Deployment Operations - Week 7**	**35 days**	**Mon 5/18/15**	**Fri 7/3/15**
64		Inspection Operations	5 days	Mon 5/18/15	Fri 5/22/15
65		Weekly Review Meeting	1 day	Fri 5/22/15	Fri 5/22/15
66		Preliminary MSI Report Submittal	1 day	Fri 6/5/15	Fri 6/5/15
67		DOU Review of Preliminary Report	3 days	Mon 6/8/15	Wed 6/10/15
68		CCTV Data Submittal	1 day	Fri 6/5/15	Fri 6/5/15
69		DOU Review of CCTV Submittal	3 days	Mon 6/8/15	Wed 6/10/15
70		Final MSI Report Submittal	1 day	Fri 6/19/15	Fri 6/19/15
71		DOU Review of Final MSI Report	10 days	Mon 6/22/15	Fri 7/3/15
72		**Deployment Operations - Week 8**	**35 days**	**Mon 5/25/15**	**Fri 7/10/15**
73		Inspection Operations	5 days	Mon 5/25/15	Fri 5/29/15
74		Weekly Review Meeting	1 day	Fri 5/29/15	Fri 5/29/15
75		Preliminary MSI Report Submittal	1 day	Fri 6/12/15	Fri 6/12/15
76		DOU Review of Preliminary Report	3 days	Mon 6/15/15	Wed 6/17/15
77		CCTV Data Submittal	1 day	Fri 6/12/15	Fri 6/12/15
78		DOU Review of CCTV Submittal	3 days	Mon 6/15/15	Wed 6/17/15
79		Final MSI Report Submittal	1 day	Fri 6/26/15	Fri 6/26/15
80		DOU Review of Final MSI Report	10 days	Mon 6/29/15	Fri 7/10/15
81		**QA/QC and Review of all Data**	**60 days**	**Mon 4/6/15**	**Wed 7/8/15**
82		**Demobilization**	**1 day**	**Mon 6/1/15**	**Mon 6/1/15**
83		**Final Project Review Presentation Meeting**	**1 day**	**Tue 7/21/15**	**Tue 7/21/15**



Project: City of Sacramento MSI Proje
Date: Tue 1/13/15

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

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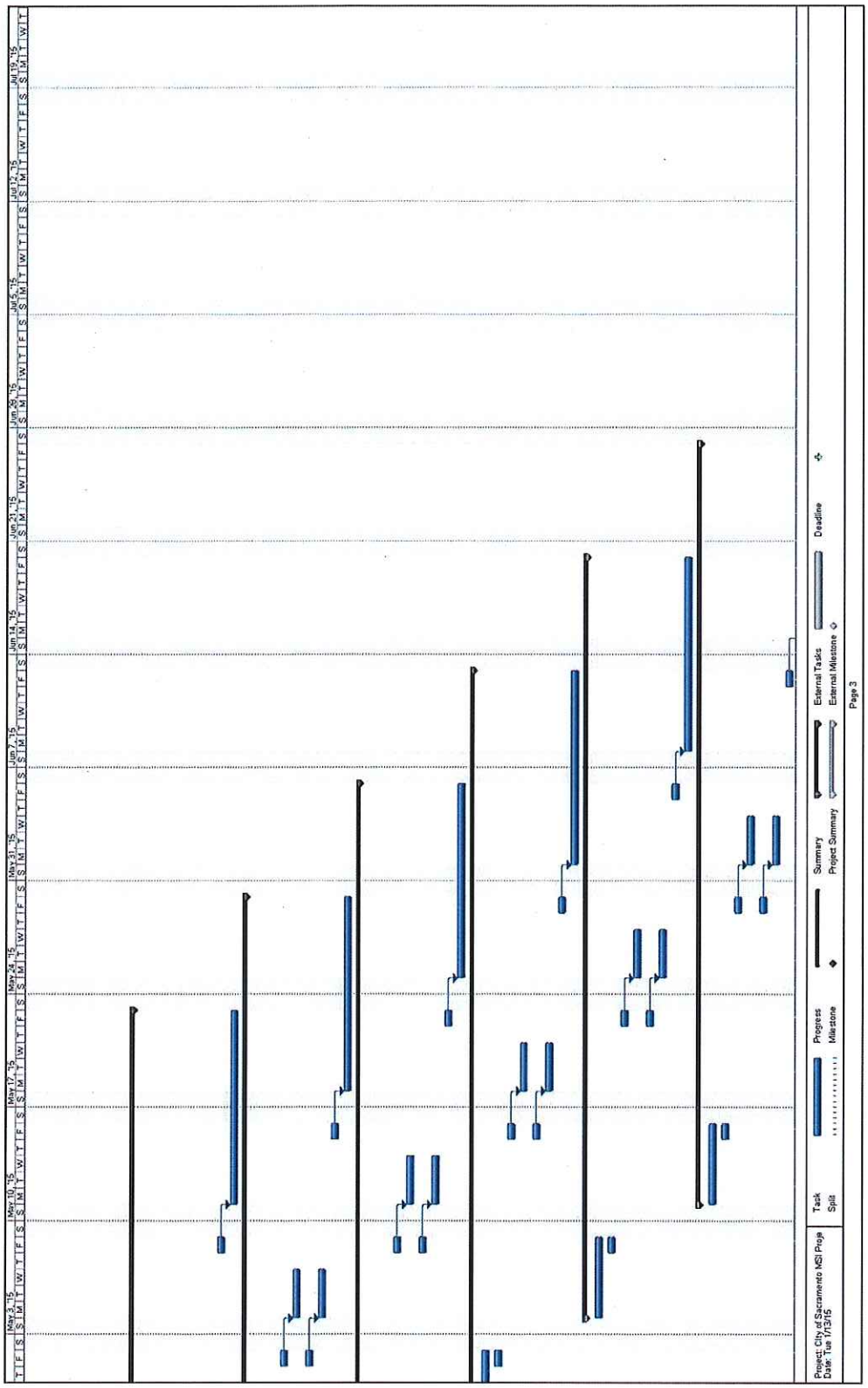
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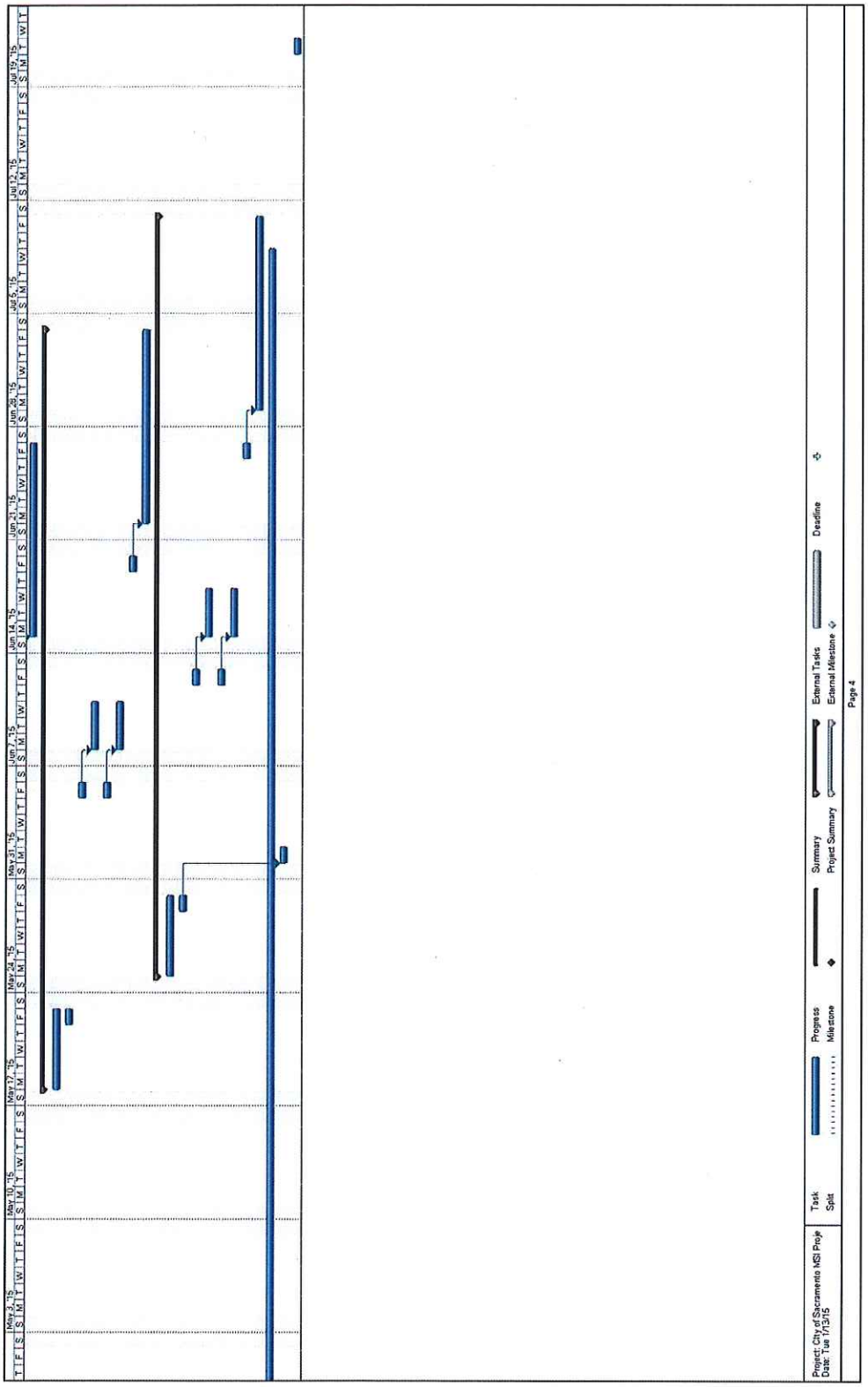
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2.4 Pipes Designated for Condition Assessment

TABLE 1 - ASSET LIST
(36-Inches & Greater and 15-Years & Older)

Facility ID	Line Number	Diameter	Material	Install Year	System	GIS Length
42557	301FF12 601FF12	120	UNK	1978	C	755.00
42732	304FF12 301FF12	120	UNK	1978	C	450.00
42790	902GG12 403HH13	120	UNK	1978	C	971.00
43163	601FF12 301GG12	120	UNK	1978	C	1,080.00
43266	602GG12 902GG12	120	UNK	1978	C	989.00
43745	403HH13 712HH13	120	UNK	1978	C	1,016.00
43764	301GG12 602GG12	120	UNK	1978	C	748.00
52828	112II13 041II13	120	UNK	1978	C	190.00
53629	712HH13 112II13	120	UNK	1978	C	778.00
53971	609II13 608II13	114	RCP	1914	C	36.00
56456	514II13 510II13	114	RCP	1914	C	89.00
53841	513II13 512II13	108	UNK	1927	C	133.00
54338	611II13 613II13	108	UNK	1927	C	83.00
66439	927MM12 304NN12	96	UNK	1953	C	602.00
66440	721MM13 927MM12	96	UNK	1953	C	543.00
52830	404II13 012II13	90	UNK	1978	C	655.00
30380	905CC15 303DD15	90	RCP	1927	C	422.00
32620	302DD15 301DD15	90	UNK	1927	C	239.00
53770	217KK13 514KK13	84	UNK	1978	C	764.00
54960	501LL13 202MM13	84	UNK	1978	C	1,144.00
56203	201LL13 501LL13	84	UNK	1978	C	799.00
56877	829JJ13 217KK13	84	UNK	1978	C	947.00
57074	514KK13 201LL13	84	UNK	1978	C	1,087.00
66422	505MM13 708MM13	84	UNK	1978	C	800.00
67664	202MM13 505MM13	84	UNK	1978	C	1,125.00
55305	204JJ13 829JJ13	84	UNK	1946	C	884.00
54390	503II16 504II16	84	RCP	1915	C	128.00
65667	214NN12 714MM12	78	UNK	1953	C	1,029.00
66169	714MM12 061NN11	78	UNK	1953	C	1,749.00
67929	304NN12 214NN12	78	UNK	1953	C	1,210.00
30012	103BB16 402BB16	78	UNK	1927	C	207.00
32421	402BB16 405BB16	78	UNK	1927	C	271.00
55543	114JJ20 110JJ20	72	UNK	2000	C	353.00
56010	110JJ20 711II20	72	UNK	2000	C	474.00

Facility ID	Line Number	Diameter	Material	Install Year	System	GIS Length
158886	732GG18 733GG18	72	RCP	1993	C	103.00
158887	733GG18 734GG18	72	RCP	1993	C	101.00
45595	411GG17 410GG17	72	UNK	1968	C	73.00
55896	802II13 202JJ13	72	UNK	1953	C	595.00
56329	709II13 708II13	72	UNK	1953	C	15.00
52941	214II16 213II16	72	RCP	1915	C	180.00
45456	616GG16 617GG16	69	RCP	1914	C	207.00
44624	314HH17 313HH17	63	RCP	1915	C	144.00
45604	111HH18 314HH17	63	RCP	1915	C	297.00
53528	903II13 902II13	60	UNK	2000	C	273.00
56333	812II13 518II13	60	UNK	2000	C	380.00
56334	813II13 812II13	60	UNK	2000	C	419.00
56528	907II13 813II13	60	UNK	2000	C	187.00
57032	902II13 907II13	60	UNK	2000	C	315.00
57100	518II13 519II13	60	UNK	2000	C	322.00
30841	128EE13 061EE12	60	UNK	1997	C	14.00
31171	128EE13 061EE12	60	UNK	1997	C	16.00
31173	128EE13 061EE12	60	UNK	1997	C	1,088.00
32974	128EE13 061EE12	60	UNK	1997	C	40.00
33704	119EE13 032EE12	60	UNK	1997	C	709.00
45961	306HH12 407HH13	60	RCP	1974	C	812.00
32003	113EE13 106EE13	60	UNK	1971	C	72.00
36257	608EE12 109EE13	60	UNK	1971	C	190.00
36258	109EE13 110EE13	60	UNK	1971	C	185.00
123675	223EE13 224EE13	60	RCP	1927	C	11.00
31228	713EE17 714EE17	60	RCP	1915	C	22.00
32448	414EE17 408EE17	60	RCP	1915	C	72.00
34119	414EE17 408EE17	60	RCP	1915	C	166.00
52810	409II13 042II13	60	UNK	1912	C	135.00
31289	901DD12 091DD12	60	UNK	1907	C	337.00
34702	119EE13 901DD12	60	UNK	1907	C	731.00
31518	308EE15 821DD15	57	UNK	1938	C	799.00
196648	817GG18 807GG18	57	RCP	1916	C	60.00
44413	117HH19 118HH19	54	UNK	1999	C	104.00
31623	901EE12 902EE12	54	UNK	1971	C	270.00
30775	109EE14 122EE14	54	UNK	1968	C	389.00
32343	307EE13 305EE13	54	UNK	1968	C	28.00
33400	307EE13 914DD13	54	UNK	1968	C	386.00

Facility ID	Line Number	Diameter	Material	Install Year	System	GIS Length
33771	122EE14 305EE13	54	UNK	1968	C	374.00
43234	205GG18 509GG18	54	UNK	1968	C	343.00
44903	410GG18 411GG18	54	UNK	1968	C	147.00
44904	408GG18 410GG18	54	UNK	1968	C	107.00
45290	216GG18 205GG18	54	UNK	1968	C	293.00
45430	509GG18 511GG18	54	UNK	1968	C	163.00
45431	511GG18 408GG18	54	UNK	1968	C	100.00
46227	411GG18 702GG18	54	UNK	1968	C	237.00
123671	937DD13 915DD13	54	RCP	1908	C	11.00
44534	306FF15 920EE15	52	UNK	1908	C	395.00
44270	707GG19 104HH19	51	RCP	1916	C	211.00
45976	709GG19 708GG19	51	VCP	1916	C	35.00
157592	224HH18 123HH18B	48	RCP		C	174.00
157593	224HH18 123HH18A	48	RCP		C	175.00
157594	421HH18 123HH18B	48	RCP		C	145.00
157595	421HH18 123HH18A	48	RCP		C	145.00
43464	730GG15 729GG15	48	UNK	2000	C	168.00
44149	505GG15 730GG15	48	UNK	2000	C	474.00
45809	221GG15 220GG15	48	UNK	2000	C	204.00
45810	220GG15 507GG15	48	UNK	2000	C	361.00
46171	507GG15 505GG15	48	UNK	2000	C	390.00
53924	908II13 903II13	48	UNK	2000	C	174.00
54940	302JJ13 308JJ13	48	UNK	2000	C	303.00
54941	106JJ14 302JJ13	48	UNK	2000	C	64.00
56043	308JJ13 908II13	48	UNK	2000	C	148.00
44241	214GG18 213GG18	48	UNK	1996	C	23.00
45975	212GG18 213GG18	48	UNK	1996	C	211.00
31924	709EE13 901EE12	48	UNK	1971	C	367.00
42691	301GG18 201GG18	48	UNK	1968	C	339.00
42856	222GG18 216GG18	48	UNK	1968	C	172.00
42896	302GG18 301GG18	48	UNK	1968	C	348.00
43007	103GG17 113GG17	48	UNK	1968	C	148.00
43008	108GG17 101GG17	48	UNK	1968	C	197.00
43021	101GG17 103GG17	48	UNK	1968	C	262.00
43325	113GG17 411GG17	48	UNK	1968	C	161.00
43358	608GG18 302GG18	48	UNK	1968	C	315.00
45161	217GG18 222GG18	48	UNK	1968	C	156.00
46229	201GG18 217GG18	48	UNK	1968	C	357.00

Facility ID	Line Number	Diameter	Material	Install Year	System	GIS Length
53861	606JJ18 514JJ18	48	UNK	1940	C	450.00
54612	612JJ18 606JJ18	48	UNK	1940	C	351.00
55179	901II17 901II17	48	UNK	1940	C	50.00
55209	505JJ18 419JJ18	48	UNK	1940	C	686.00
55808	507JJ18 505JJ18	48	UNK	1940	C	242.00
55973	514JJ18 507JJ18	48	UNK	1940	C	444.00
57157	419JJ18 422JJ18	48	UNK	1940	C	481.00
44414	118HH19 116HH19	48	RCP	1927	C	119.00
57145	618II17 608II17	48	UNK	1915	C	21.00
56571	404JJ18 102JJ18	48	UNK	1906	C	73.00
34267	721EE15 720EE15	48	UNK	1896	C	29.00
32748	415EE15 409EE15	45	UNK	1984	C	168.00
32749	419EE15 415EE15	45	UNK	1984	C	25.00
32984	416EE15 419EE15	45	UNK	1984	C	34.00
34315	409EE15 721EE15	45	UNK	1984	C	210.00
30378	614CC18 617CC18	45	UNK	1940	C	283.00
31052	617CC18 317CC18	45	UNK	1940	C	384.00
31055	714CC19 727CC19	45	UNK	1940	C	72.00
31056	714CC19 727CC19	45	UNK	1940	C	139.00
31577	617CC18 317CC18	45	UNK	1940	C	240.00
32208	727CC19 418CC19	45	UNK	1940	C	315.00
34055	418CC19 614CC18	45	UNK	1940	C	349.00
30327	622EE16 508EE16	45	UNK	1938	C	376.00
30941	713EE17 711EE17	45	UNK	1938	C	371.00
31285	104CC16 921BB15	45	UNK	1938	C	787.00
31355	508EE16 518EE16	45	UNK	1938	C	404.00
31356	518EE16 510EE16	45	UNK	1938	C	398.00
31440	711EE17 913EE16	45	UNK	1938	C	260.00
31699	913EE16 616EE16	45	UNK	1938	C	166.00
32161	204EE17 206EE17	45	UNK	1938	C	365.00
32268	616EE16 622EE16	45	UNK	1938	C	427.00
32429	209CC16 104CC16	45	UNK	1938	C	815.00
32795	309EE17 203EE17	45	UNK	1938	C	637.00
32796	203EE17 204EE17	45	UNK	1938	C	191.00
32847	206EE17 201EE17	45	UNK	1938	C	360.00
30452	315CC15 312CC15	45	RCP	1936	C	368.00
53013	512II18 509II18	45	RCP	1915	C	63.00
55027	509II18 510II18	45	RCP	1915	C	351.00

Facility ID	Line Number	Diameter	Material	Install Year	System	GIS Length
55028	510II18 511II18	45	RCP	1915	C	163.00
55029	511II18 404II18	45	RCP	1915	C	78.00
55598	520II18 512II18	45	RCP	1915	C	268.00
137749	513EE16 514EE16	45	RCP	1908	C	37.00
30520	711EE16 118FF16	45	UNK	1908	C	213.00
30521	711EE16 118FF16	45	UNK	1908	C	207.00
30789	514EE16 802EE16	45	RCP	1908	C	197.00
31150	802EE16 715EE16	45	UNK	1908	C	201.00
31152	715EE16 711EE16	45	UNK	1908	C	217.00
43903	118FF16 115FF16	45	UNK	1908	C	224.00
30924	312CC15 602CC15	45	UNK	1904	C	18.00
18124	909AA15 902AA15	42	UNK	2000	C	250.00
31221	523DD16 801DD16	42	RCP	1999	C	223.00
31858	512DD16 511DD16	42	RCP	1999	C	227.00
32339	216EE16 220EE16	42	RCP	1999	C	214.00
32528	817DD16 825DD16	42	RCP	1999	C	214.00
32680	511DD16 523DD16	42	RCP	1999	C	198.00
33399	825DD16 216EE16	42	RCP	1999	C	226.00
34725	814DD16 817DD16	42	RCP	1999	C	197.00
34730	801DD16 814DD16	42	RCP	1999	C	226.00
65272	722MM13 709MM13	42	UNK	1978	S	1,171.00
18244	906AA15 909AA15	42	UNK	1969	C	215.00
18344	902AA15 714AA16	42	UNK	1969	C	554.00
18588	511AA15 908AA15	42	UNK	1969	C	252.00
18876	714AA16 707AA16	42	UNK	1969	C	354.00
19214	515AA15 511AA15	42	UNK	1969	C	146.00
19396	908AA15 906AA15	42	UNK	1969	C	184.00
19865	510AA15 514AA15	42	UNK	1969	C	304.00
20439	707AA16 706AA16	42	UNK	1969	C	75.00
21234	514AA15 515AA15	42	UNK	1969	C	206.00
45142	404GG19 608GG18	42	UNK	1968	C	265.00
64239	607MM14 608MM14	42	UNK	1942	S	403.00
64410	607MM15 609MM15	42	UNK	1942	S	373.00
64436	411MM15 412MM15	42	UNK	1942	S	122.00
64564	609MM14 521MM14	42	UNK	1942	S	518.00
64581	608MM14 609MM14	42	UNK	1942	S	68.00
64590	314NN13 311NN13	42	UNK	1942	S	437.00
64647	203NN13 202NN13	42	UNK	1942	S	485.00

Facility ID	Line Number	Diameter	Material	Install Year	System	GIS Length
64648	311NN13 203NN13	42	UNK	1942	S	446.00
64668	412MM15 607MM14	42	UNK	1942	S	410.00
64732	407MM16 412MM16	42	UNK	1942	S	543.00
64859	105NN14 314NN13	42	UNK	1942	S	570.00
64860	716MM14 128NN14	42	UNK	1942	S	467.00
64935	412MM16 607MM15	42	UNK	1942	S	578.00
64976	202NN13 227NN13	42	UNK	1942	S	162.00
65065	127NN14 106NN14	42	UNK	1942	S	302.00
65092	521MM14 517MM14	42	UNK	1942	S	154.00
65179	503MM16 407MM16	42	UNK	1942	S	438.00
65181	409MM15 411MM15	42	UNK	1942	S	287.00
65269	713MM13 715MM13	42	UNK	1942	S	257.00
65271	715MM13 720MM13	42	UNK	1942	S	31.00
65341	906MM12 910MM12	42	UNK	1942	S	117.00
65393	609MM15 614MM15	42	UNK	1942	S	175.00
65395	614MM15 616MM15	42	UNK	1942	S	26.00
65482	508MM15 507MM15	42	UNK	1942	S	369.00
65483	507MM15 506MM15	42	UNK	1942	S	210.00
65624	106NN14 105NN14	42	UNK	1942	S	488.00
66081	514MM15 406MM15	42	UNK	1942	S	374.00
66082	406MM15 407MM15	42	UNK	1942	S	120.00
66083	407MM15 409MM15	42	UNK	1942	S	87.00
66274	128NN14 127NN14	42	UNK	1942	S	116.00
66365	506MM15 514MM15	42	UNK	1942	S	288.00
66622	228NN13 112NN13	42	UNK	1942	S	240.00
66826	517MM14 506MM14	42	UNK	1942	S	277.00
66873	514MM16 503MM16	42	UNK	1942	S	551.00
67128	102NN14 106NN14	42	UNK	1942	S	76.00
67375	112NN13 713MM13	42	UNK	1942	S	379.00
67424	506MM14 801MM14	42	UNK	1942	S	660.00
67425	801MM14 716MM14	42	UNK	1942	S	125.00
67557	720MM13 719MM13	42	UNK	1942	S	165.00
67711	910MM12 924MM12	42	UNK	1942	S	282.00
67773	615MM16 514MM16	42	UNK	1942	S	594.00
67810	616MM15 508MM15	42	UNK	1942	S	255.00
67981	719MM13 906MM12	42	UNK	1942	S	354.00
65292	924MM12 920MM12	42	UNK	1941	S	72.00
54098	611JJ18 612JJ18	42	UNK	1940	C	29.00

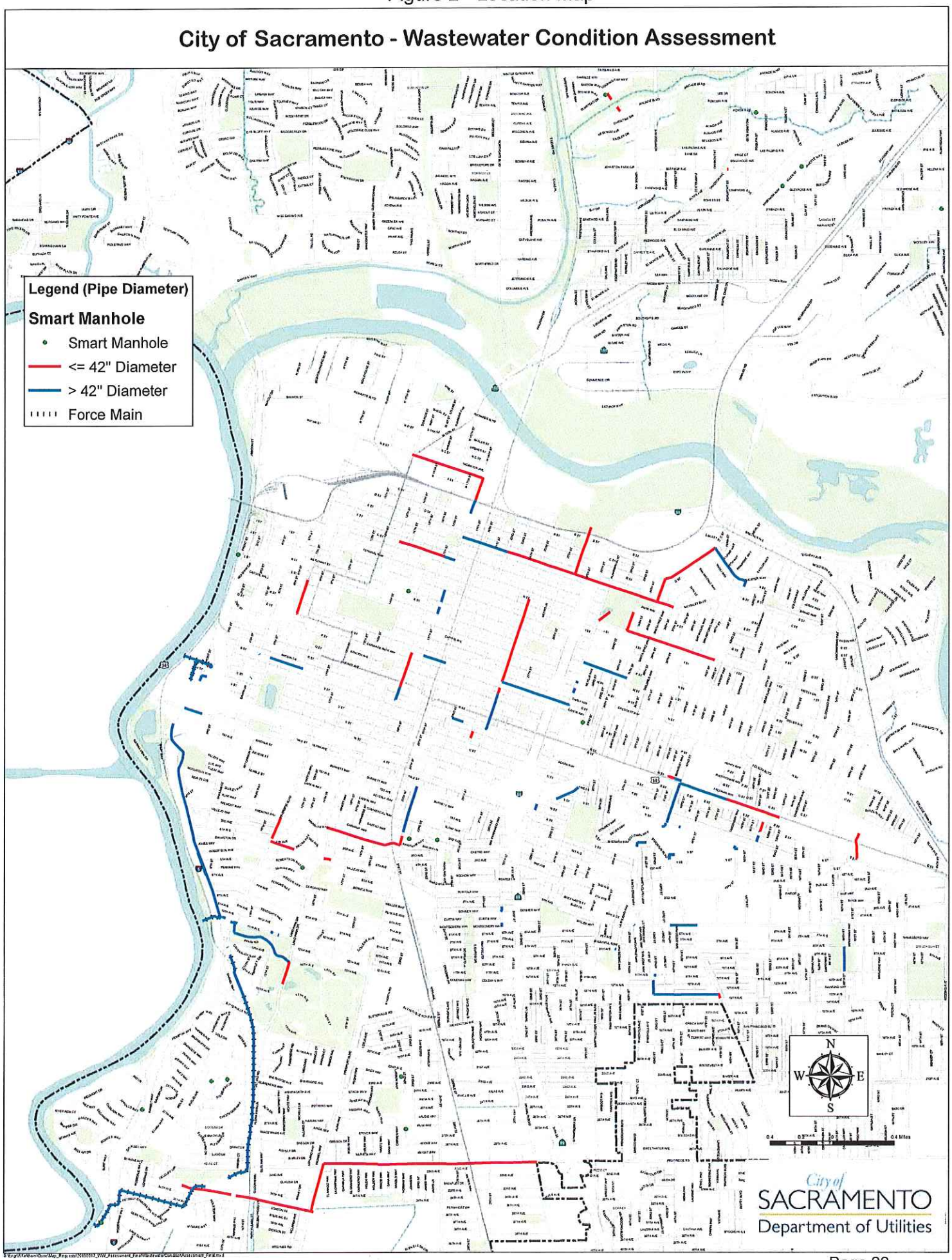
Facility ID	Line Number	Diameter	Material	Install Year	System	GIS Length
54099	920JJ18 611JJ18	42	UNK	1940	C	141.00
30878	605CC16 312CC16	42	UNK	1938	C	365.00
31022	123DD18 908CC17	42	UNK	1938	C	634.00
31073	210CC16 209CC16	42	UNK	1938	C	396.00
31732	516CC17 515CC17	42	UNK	1938	C	140.00
31863	408CC17 415CC17	42	UNK	1938	C	391.00
32005	404CC17 408CC17	42	UNK	1938	C	14.00
32086	515CC17 404CC17	42	UNK	1938	C	353.00
32298	122DD18 123DD18	42	UNK	1938	C	12.00
32426	312CC16 210CC16	42	UNK	1938	C	407.00
32507	814CC17 813CC17	42	UNK	1938	C	137.00
33135	103DD18 122DD18	42	UNK	1938	C	322.00
33431	415CC17 604CC16	42	UNK	1938	C	406.00
33464	908CC17 814CC17	42	UNK	1938	C	1,496.00
33667	813CC17 516CC17	42	UNK	1938	C	160.00
33841	225DD18 103DD18	42	UNK	1938	C	240.00
34059	604CC16 605CC16	42	UNK	1938	C	437.00
31209	207CC15 205CC15	42	RCP	1936	C	243.00
31302	205CC15 204CC15	42	RCP	1936	C	146.00
32080	209CC15 207CC15	42	RCP	1936	C	386.00
32105	102CC15 209CC15	42	RCP	1936	C	385.00
32441	204CC15 315CC15	42	RCP	1936	C	445.00
43583	906GG13 907GG13	42	RCP	1923	C	128.00
43756	928GG13 917GG13	42	RCP	1923	C	85.00
43757	917GG13 916GG13	42	RCP	1923	C	158.00
43758	916GG13 915GG13	42	RCP	1923	C	143.00
44516	915GG13 906GG13	42	RCP	1923	C	131.00
44578	907GG13 305HH13	42	RCP	1923	C	113.00
21191	705AA16 706AA16	42	UNK	1922	C	26.00
45073	803GG19 708GG19	42	RCP	1916	C	328.00
29923	304DD17 608DD17	42	RCP	1915	C	621.00
30840	218EE16 510EE16	42	UNK	1908	C	204.00
31477	220EE16 218EE16	42	RCP	1908	C	201.00
32994	512EE16 513EE16	42	UNK	1908	C	189.00
31322	824DD15 210EE15	39	UNK	1984	C	238.00
32751	115EE15 421EE15	39	UNK	1984	C	209.00
32752	116EE15 115EE15	39	UNK	1984	C	207.00
32755	210EE15 116EE15	39	UNK	1984	C	185.00

Facility ID	Line Number	Diameter	Material	Install Year	System	GIS Length
32983	421EE15 416EE15	39	UNK	1984	C	195.00
33882	801DD15 824DD15	39	UNK	1984	C	180.00
30035	106BB16 103BB16	39	UNK	1969	C	75.00
30547	108BB16 106BB16	39	UNK	1969	C	271.00
34443	706AA16 108BB16	39	UNK	1969	C	424.00
30084	412CC18 711CC18	39	RCP	1954	C	515.00
30377	307CC18 204CC18	39	RCP	1954	C	393.00
30649	317CC18 307CC18	39	RCP	1954	C	299.00
31075	405CC18 406CC18	39	RCP	1954	C	173.00
31076	406CC18 412CC18	39	RCP	1954	C	23.00
31232	204CC18 506CC18	39	RCP	1954	C	451.00
31403	711CC18 123DD18	39	RCP	1954	C	311.00
31957	506CC18 504CC18	39	RCP	1954	C	273.00
33651	504CC18 405CC18	39	RCP	1954	C	391.00
42725	114HH14 314HH13	39	RCP	1916	C	137.00
43210	514HH14 512HH14	39	RCP	1916	C	171.00
43314	113HH14 114HH14	39	RCP	1916	C	125.00
43578	513HH14 514HH14	39	RCP	1916	C	69.00
43774	316HH13 315HH13	39	RCP	1916	C	226.00
44453	314HH13 316HH13	39	RCP	1916	C	78.00
45707	315HH13 306HH13	39	RCP	1916	C	273.00
30104	713DD18 703DD18	39	RCP	1915	C	153.00
30226	713DD18 703DD18	39	RCP	1915	C	164.00
30296	713DD18 703DD18	39	RCP	1915	C	149.00
30663	821DD18 815DD18	39	RCP	1915	C	206.00
31191	703DD18 409DD18	39	RCP	1915	C	38.00
31486	409DD18 604DD17	39	RCP	1915	C	152.00
31487	409DD18 604DD17	39	RCP	1915	C	163.00
31705	815DD18 713DD18	39	RCP	1915	C	182.00
31965	703DD18 409DD18	39	RCP	1915	C	145.00
31975	815DD18 713DD18	39	RCP	1915	C	98.00
32067	604DD17 608DD17	39	RCP	1915	C	540.00
32685	817DD18 821DD18	39	RCP	1915	C	101.00
45760	404FF16 101FF16	36	UNK	2000	C	235.00
52916	309JJ13 301JJ13	36	UNK	2000	C	128.00
52917	301JJ13 106JJ14	36	UNK	2000	C	268.00
52996	605JJ13 609JJ13	36	UNK	2000	C	225.00
53051	609JJ13 309JJ13	36	UNK	2000	C	165.00

Facility ID	Line Number	Diameter	Material	Install Year	System	GIS Length
32529	202DD16 512DD16	36	PVC	1999	C	192.00
32767	909CC16 307DD16	36	PVC	1999	C	195.00
33523	304DD16 202DD16	36	PVC	1999	C	211.00
33524	307DD16 304DD16	36	PVC	1999	C	209.00
42853	716FF18 715FF18	36	UNK	1996	C	31.00
43790	715FF18 116GG18	36	UNK	1996	C	108.00
46258	116GG18 212GG18	36	UNK	1996	C	117.00
30042	709CC14 743CC14	36	RCP	1985	C	25.00
30043	742CC14 735CC14	36	RCP	1985	C	330.00
30359	735CC14 112DD14	36	RCP	1985	C	430.00
33097	437CC14 744CC14	36	RCP	1985	C	113.00
33960	112DD14 120DD14	36	RCP	1985	C	187.00
33961	120DD14 125DD14	36	RCP	1985	C	33.00
34777	744CC14 709CC14	36	RCP	1985	C	22.00
34778	743CC14 742CC14	36	RCP	1985	C	69.00
34938	104CC17 410CC17	36	RCP	1978	C	360.00
34939	105CC17 104CC17	36	CMP	1978	C	24.00
35027	809BB17 807BB17	36	RCP	1978	C	180.00
35046	225CC17 105CC17	36	RCP	1978	C	369.00
35052	807BB17 225CC17	36	RCP	1978	C	291.00
35619	410CC17 408CC17	36	RCP	1978	C	437.00
20461	913V18 917V18	36	UNK	1969	S	38.00
44071	415GG19 404GG19	36	UNK	1968	C	423.00
46129	802GG19 516GG19	36	UNK	1968	C	246.00
46130	516GG19 517GG19	36	UNK	1968	C	267.00
46259	517GG19 412GG19	36	UNK	1968	C	299.00
46260	412GG19 415GG19	36	UNK	1968	C	361.00
19420	914U17 911U17	36	UNK	1958	S	86.00
19999	504U17 503U17	36	RCP	1958	S	243.00
31174	121EE13 061EE12	36	UNK	1957	C	45.00
31175	121EE13 061EE12	36	UNK	1957	C	42.00
31747	121EE13 061EE12	36	UNK	1957	C	46.00
67982	912MM12 722MM13	36	UNK	1953	S	772.00
43590	202HH20 524HH20	36	RCP	1947	C	430.00
44178	524HH20 525HH20	36	RCP	1947	C	33.00
45143	801GG20 202HH20	36	RCP	1947	C	434.00
42578	317HH14 807GG14	36	UNK	1938	C	982.00
43291	104HH15 113HH15	36	UNK	1938	C	114.00

Facility ID	Line Number	Diameter	Material	Install Year	System	GIS Length
43372	115HH15 124HH15	36	UNK	1938	C	200.00
43600	113HH15 114HH15	36	UNK	1938	C	222.00
43601	114HH15 115HH15	36	UNK	1938	C	96.00
45137	807GG14 217HH14	36	UNK	1938	C	387.00
45971	706GG15 104HH15	36	UNK	1938	C	199.00
46142	124HH15 317HH14	36	UNK	1938	C	688.00
30569	911DD18 809DD18	36	RCP	1915	C	180.00
30888	911DD18 809DD18	36	RCP	1915	C	23.00
30889	809DD18 808DD18	36	RCP	1915	C	22.00
30890	809DD18 808DD18	36	RCP	1915	C	24.00
31139	218DD17 510DD17	36	UNK	1915	C	475.00
32277	309EE18 313EE18	36	RCP	1915	C	73.00
32278	313EE18 911DD18	36	RCP	1915	C	258.00
33462	808DD18 810DD18	36	RCP	1915	C	211.00
33463	810DD18 817DD18	36	RCP	1915	C	285.00
					TOTAL (FT) =	**105,026.00**
					TOTAL (MI) =	**19.89**

Figure 2 - Location Map



TASK 3: DOCUMENTATION AND WASTEWATER PIPELINE INSPECTION RESULTS

This task involves proper documentation, submittal of inspection results and all other related software and data.

3.1 Documentation and Results

a. Two (2) hard copies and one (1) electronic copy of an executive summary and final report for the CCTV, Laser/LIDAR Profiling, and Sonar Profiling inspection shall be submitted within four (4) weeks from the completion of all inspections. The executive summary shall clearly show the location, in relation to adjacent manholes (i.e., stations), of each lateral/main connection discovered. In addition, other data of significance including the locations of unusual conditions, cracks, misalignments, collapsed sections, presence of debris and deposits and other discernible features shall be included as brief and informative comments of the wastewater pipeline conditions.

b. The final report shall include a comprehensive and detailed evaluation of defects associated with pipe parameters. The evaluation shall include but not limited to evaluating defects associated with pipe age, pipe material, pipe size, type of defect, pipe ovality, water and debris levels throughout the pipe, calculated volume of debris, corrosion amount, estimated useful life, and estimated reinspection frequency.

c. All pipeline reports shall contain visual profile and dimension data of significant defects when using Sonar Profiling to survey the pipe. The report shall include the longitudinal pipeline cross sections showing the crowning corrosion profile, volume of debris, and debris profile as well as documenting any additional manhole or changes that were found during the inspection.

d. Per the documented inspection defects, within the final report, NPSI shall provide estimated re-inspection frequencies and estimated remaining useful life of wastewater pipes best to its ability. The inspection of each wastewater pipeline asset (manhole-to-manhole) shall include a PACP wastewater pipeline report documenting the amount of structural and O&M defects and shall include a rating based on the PACP Quick Rating System.

e. City reserves the right, at its discretion, to convert the written report to digitized form. NPSI will be required at the time to provide the documentation in the new format without extra cost to the City.

f. NPSI shall record in digital color video of the data on the television monitor onto digital video disc(s) (DVDs) or a portable storage device (e.g., flash drive, hard drive, etc.) and submit as required by the Engineer or with the submission of the final report and executive summary. If requested by the City and/or the Engineer, NPSI shall provide copies of video and condition assessment data within 24 hours of the assignment. NPSI shall have all video and condition assessment data and necessary playback equipment readily accessible for review by the Engineer during the life of the contract. The video recording shall give clear pictures of conditions of pipelines requiring cleaning and any other structural problems. Video and condition assessment data deemed unacceptable by the City shall be reproduced at no cost to the City.

Video shall include the following information:

- Manhole I.D. numbers

- Pipe diameter
- Pipe material
- Date of TV inspection
- Current distance along reach (tape counter footage)
- Description and location of each defect
- Description and location of each lateral/main connection, and
- Printed labels on DVD or portable storage device shall contain location information, date format information, and other descriptive information

g. The picture of the television inspection should be clear for the City to assess the condition. The record and the documentation of the CCTV inspection submitted to the City should be correct and complete.

h. Should at any time the City is not satisfied with the quality of the CCTV, Sonar, and Laser/LIDAR inspection conducted by NPSI, the City may request NPSI to re-televise the pipe or resubmit the records at no extra cost to the City. NPSI's substandard work may also result in the City terminating the contract.

i. NPSI shall provide any required software for an interactive interrogation of all sensor data correlated by footage for each pipe segment.

j. DVDs and/or portable storage device, written reports, Laser/LIDAR Profiling, and Sonar Profiling reports and all other related software and data shall be submitted to:

City Of Sacramento
Department of Utilities
Engineering Services
1395 35th Ave.
Sacramento, CA 95822
Re: Engineering Services
Attn: Quoc Nham

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

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 $____275,000____.

2. **Billable Rates.**

   CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

CITY OF SACRAMENTO, DEPARTMENT OF UTILITIES
BUSINESS SERVICES & INTEGRATED PLANNING
1395 35TH AVE., SACRAMENTO, CA 95822
PH: 916-808-1435/FAX: 916-808-1497/EMAIL: qnham@cityofsacramento.org

Attn: QUOC NHAM

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 contractors 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.

NATIONAL PLANT SERVICES, INC.
CITY OF SACRAMENTO WASTEWATER PIPE CONDITON ASSESSMENT COST PROPOSAL

Each technology option assumes that the entire 18 miles will be completed with that option.
***** To maintain the Solid FX price, a minimum of 30,000 LF of inspections must be completed.**

95,040 Linear Feet	18 MILES = 95,040 lf. Inspect 2,000-3,000 LF/day = 38 days at 2,500 LF/day

SOLID FX PRICE ** Minimum of 30,000 LF

KEY PERSONNEL	HOURLY RATE	PROJECT MANAGEMENT	JOB RECONNAISANCE	MOBILIZATION	DEPLOYMENTS	REPORTING	DEMOBILIZATION	TOTAL HOURS	TOTAL COST
				HOURS					
Michelle Beason, Project Manager/RUL Engineer	$ 180.00	150				50		200	$ 36,000.00
Mark Wade, Condition Assessment Support Engineer	$ 150.00					110		110	$ 16,500.00
Daniel Solano, Operations Manager	$ 140.00		40			20		60	$ 8,400.00
Crew Foreman	$ 115.00			8	304		8	320	$ 36,800.00
Technician 1	$ 100.00			8	304		8	320	$ 32,000.00
Technician 2	$ 100.00			8	304		8	320	$ 32,000.00
Rudy Rodriguez, PACP Coding/Reporting/QA/QC	$ 50.00					160		160	$ 8,000.00
EQUIPMENT - DAILY RATES	**DAILY RATE**			**DAYS**				**TOTAL DAYS**	**TOTAL COST**
Solid FX Deployment System	$ 2,920.00			2	38		2	42	$ 122,640.00
Winch Truck	$ 720.00			1	38		1	40	$ 28,800.00
Traffic Truck with Arrow Board	$ 400.00			1	38		1	40	$ 16,000.00
MSI PROCESSING FEES	**COST PER LF**								**Total Cost**
Solid FX Processing	$2.25								$ 213,840.00
Creating PTZ videos from Duc Viewer	$0.25								$ 23,760.00

TRAFFIC CONTROL	Unit Price	Unit	Total Price
Traffic Control Plan Prep	$ 250.00	Each	TBD
Traffic Control Per Setup - Signage, cones, and arrow board	$ 500.00	Per Day	TBD
Flaggers	$ 895.00	Per Day/each	TBD

ESTIMATED COST FOR ALL 18 MILES CCTV/LASER/SONAR		
OPTION	TOTAL PRICE PER OPTION *	$/LF
Solid FX Price	$ 574,740.00	$ 6.05

* PLUS ANY MAJOR TRAFFIC CONTROL

RAUSCH DIODE LASER SYSTEM

KEY PERSONNEL	HOURLY RATE	PROJECT MANAGEMENT	JOB RECONNAISANCE	MOBILIZATION	DEPLOYMENTS	REPORTING	DEMOBILIZATION	TOTAL HOURS	TOTAL COST
				HOURS					
Michelle Beason, Project Manager/RUL Engineer	$ 180.00	150				50		200	$ 36,000.00
Mark Wade, Condition Assessment Support Engineer	$ 150.00					110		110	$ 16,500.00
Daniel Solano, Operations Manager	$ 140.00		40			20		60	$ 8,400.00
Crew Foreman	$ 115.00			8	304		8	320	$ 36,800.00
Technician 1	$ 100.00			8	304		8	320	$ 32,000.00
Rudy Rodriguez, Reporting/QA/QC	$ 50.00					160		160	$ 8,000.00
EQUIPMENT - DAILY RATES	**DAILY RATE**			**DAYS**				**TOTAL DAYS**	**TOTAL COST**
Rausch Laser System	$ 2,920.00			2	38		2	42	$ 122,640.00
Sonar Unit	$ 1,820.00			1	38		1	40	$ 72,800.00
Winch Truck	$ 720.00			1	38		1	40	$ 28,800.00
Traffic Truck with Arrow Board	$ 400.00			1	38		1	40	$ 16,000.00
PROCESSING FEES	**Cost per LF**								**Total Cost**
Sonar and Laser Processing	$0.50								$ 47,520.00

TRAFFIC CONTROL	Unit Price	Unit	Total Price
Traffic Control Plan Prep	$ 250.00	Each	TBD
Traffic Control Per Setup - Signage, cones, and arrow board	$ 500.00	Per Day	TBD
Flaggers	$ 895.00	Per Day/each	TBD

ESTIMATED COST FOR 18 MILES CCTV/LASER/SONAR		
OPTION	TOTAL PRICE - RAUSCH	$/LF
Rausch System	$ 425,460.00	$ 4.48

* PLUS ANY MAJOR TRAFFIC CONTROL

ATTACHMENT 1 TO EXHIBIT B

BILLABLE RATES

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

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

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 actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs 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 "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. 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 3 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.

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 or 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 directing 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.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
NATIONAL PLANT SERVICES INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ 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.)
1461 HARBOR AVENUE

Requester's name and address (optional)

City, state, and ZIP code
LONG BEACH CALIFORNIA 90813

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
3 6 - 2 8 1 9 7 2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. 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 ▶ Shaun Schroeder Date ▶ 2/9/2015

Mail Payments to:

National Plant Services, Inc.
1461 Harbor Avenue
Long Beach, California 90813

YEAR

CALIFORNIA FORM

2015 Withholding Exemption Certificate

590

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

Withholding Agent (Type or print)

Name

Payee

Name: NATIONAL PLANT SERVICES INCORPORATED

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.: 36-2819728

Address (apt./ste., room, PO Box, or PMB no.): 1461 HARBOR AVENUE

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

State: CA

ZIP Code: 90813

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): DENNIS R. KEENE, PRESIDENT

Telephone (562) 436-7600

Payee's signature ▶ [signature]

Date 02/09/2015

For Privacy Notice, get FTB 1131 ENG/SP.

7061153

Form 590 C2 2014

City of SACRAMENTO
Finance Department

City of Sacramento • Revenue Division
915 I Street, Room 1214 • Sacramento, California 95814
916.808.8500
http://www.cityofsacramento.org/finance/revenue/

NEW BUSINESS LICENSE TAX APPLICATION

PLEASE PRINT OR TYPE

NO _____

BUSINESS ACTIVITY INFORMATION

BUSINESS NAME (DBA NAME USED TO IDENTIFY YOUR BUSINESS): National Plant Services Inc.

NEW OR CHANGES? ☑ NEW ☐ CHANGES

STARTING DATE:

BUSINESS PHONE NO.: 562 436-7600

OWNER/CORPORATION PHONE NO.: ( )

OWNERSHIP TYPE: ☐ SOLE ☑ CORPORATION ☐ PARTNERSHIP ☐ LC ☐ TRUST ☐ OTHER

EMAIL ADDRESS: office@nationalplant.com

WEB SITE ADDRESS: www.nationalplant.com

STATE CERT./LICENSE NO.	EXP. DATE	FEDERAL ID NO.	STATE EMPLOYER ID NO.	NO. OF EMPLOYEES
351503	11/30/2015	36-2814728	242-8715-3	2

BUSINESS DESCRIPTION: Environmental Contractor

BUSINESS LOCATION ADDRESS: 1461 Harbor Ave., Long Beach CA 90813

BUSINESS ZONED: ☑ COMMERCIAL OR ☐ RESIDENTIAL HOME OCCUPATION PERMIT # _____ (CHECK ONE)

OWNER/CORPORATION ADDRESS (STREET NAME AND NO., SUITE NO., CITY, STATE, ZIP CODE):

IF CORPORATION: NAME/ADDRESS TO RECEIVE LEGAL DOCUMENTS: National Plant Services Inc., 1461 Harbor Ave, Long Beach CA 90813

MAILING ADDRESS (WHERE YOU WANT US TO MAIL THE BUSINESS TAX CERTIFICATE OR OTHER CORRESPONDENCE): "Same as above"

CONTACT INFORMATION

OWNER OR CORPORATE OFFICERS' NAME & TITLE (*STATE CONTRACTOR, SEE BELOW*)	RELATIONSHIP TO COMPANY	SOCIAL SECURITY NO.	CA DRIVER'S LICENSE
1) Dennis R. Keane, President	President	208-40-2936	D1049174
2) Sharleen Thibodeaux, Secretary	Secretary	561-17-0479	C2361083
3)			

*STATE CONTRACTOR LICENSE NO.: 351503

BUSINESS LICENSE TAX CALCULATION

GROSS RECEIPTS – estimated for the first year or actual for renewal	$ 300,000.00
GROSS PAYROLL – estimated for the first year or actual for renewal	$
# OF YEARS LICENCED WITH THE STATE	37
# OF RENTAL UNITS (IF APPLICABLE)	
# OF PROFESSIONAL EMPLOYEES	

RESOURCE INFORMATION

Please note: Once you are registered, the City's Economic Development Department will send you business resource information by e-mail or mail.

I declare under penalty of perjury that to my knowledge all information contained on this application is true and correct. This tax certificate is for revenue purposes only and does not imply conformance with applicable city codes and ordinances. You are advised to check your proposed business location and structure with the City Planning Division for compliance with zoning codes and the Building Inspections Division for compliance with building codes.

SIGN HERE: Sharleen Thibodeaux DATE: 2/4/2015

TEMPORARY CERTIFICATE
Not valid more than 45 days from validation date

Your Business Tax Certificate will be sent to you approximately two weeks.

This certificate must be renewed annually

VOID IF NOT VALIDATED

FOR OFFICIAL CITY USE ONLY	
TAX	$
BIA	$
HOP	$
DUP/PEN	$
Dis. Access Fee	$ 1.00
TOTAL	$
BY	