

**Meeting Date:** 5/26/2015

**Report Type:** Consent

**Report ID:** 2015-00443

**Title: Supplemental Agreement: Sump 137 Rehabilitation Project**

**Location:** District 7

**Recommendation:** Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute Supplemental Agreement 1 to Agreement No. 2015-0106 with NV5, to authorize Phase 2 services for the Sump 137 Rehab Project in an amount not-to-exceed \$146,306, bringing the total agreement amount to \$160,278.

**Contact:** Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Engineering & Water Resources

**Dept ID:** 14001311

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Phase 1 Agreement
- 5-Supplemental Agreement #1

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**City Attorney Review**

Approved as to Form  
Joe Robinson  
5/18/2015 11:49:29 AM

**Approvals/Acknowledgements**

Department Director or Designee: Bill Busath - 5/12/2015 1:06:32 PM

## Description/Analysis

**Issue Detail:** Staff recommends approval of a Supplemental Agreement with NV5 for civil design of the Sump 137 Rehab Project.

**Policy Considerations:** Reconstruction of aging sumps is consistent with the Department of Utilities' (DOU's) Capital Improvement Project Programming Guide to rehabilitate, replace, and expand critical infrastructure to ensure reliability and safety of the City's sewer system.

**Economic Impacts:** None.

**Environmental Considerations:** Per CEQA Guidelines Section 15061(b)(3), award of this Supplemental Agreement is exempt from the California Environmental Quality Act (CEQA), under the general rule that CEQA only applies to projects with potential to significantly affect the environment. Approval of this Supplemental Agreement for design services will not significantly affect the environment. Staff will determine the appropriate level of CEQA review for construction of the project, if required, after design is complete.

**Sustainability:** The Project is consistent with the City's Sustainability Master Plan by reducing sewer outflows; by improving service; and by improving reliability, which will reduce energy-intensive maintenance.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** In September of 2013, the DOU received qualification statements from 16 consulting firms that responded to a Request for Qualifications (#Q14141311004) for on-call engineering services. Based on review and evaluation of those statements, DOU pre-qualified five on-call firms, one of which is NV5. Based on rotation of consultant assignments, the City and NV5 entered into an agreement in January 2015 for an amount not to exceed \$13,972 to perform an independent cost and constructability assessment of three potential rehab options developed by DOU, identified as the Phase 1 services for this project. That agreement identified Phase 2 as the structural design and preparation of construction bid documents, if authorized by the City's approval of a supplemental agreement to add these Phase 2 services. Approval of this Supplemental Agreement will allow NV5 to proceed with Phase 2 design and construction document preparation.

**Financial Considerations:** This Supplemental Agreement for an amount not-to-exceed \$146,306, brings the total agreement amount with NV5 to \$160,278. There is sufficient funding in Project X14002300 Pocket AD 2 Sewer Improvement, Wastewater Fund (Fund 6006) and Wastewater Revenue Bonds 2013 (Fund 6320), to complete this project.

**Local Business Enterprise (LBE):** NV5 is a LBE firm.

## Background

Sump 137 is a critical part of the City's sewer system infrastructure. Constructed circa 1975 and funded by the Pocket Road Sanitary Drainage Assessment District, it was designed to serve the first 600 acres to develop in the South Pocket area. The sump was modified in 1984 with additional pumps and a 2<sup>nd</sup> parallel discharge pipeline funded by the Pocket Road Sanitary Drainage Assessment District No. 2 that added capacity to serve another 540 acres. Continued development has increased the service area of this one sump to over 1,400 acres.

The Sump has a buried wetwell, and separate underground dry equipment rooms. Flow enters the Sump 137 wetwell via two 24" diameter gravity mains, one from the north and one from the south. Normal flows can fill the wetwell in less than 6 minutes. To avoid outflows from the sewer system, it's important that more than one pump is always available. There is only one access manhole into the wetwell, however, and no provisions to bypass flows around the sump. Without a bypass, staff cannot clean the wetwell, cannot inspect the concrete wetwell surfaces for corrosion, and cannot service the pump inlet bells.

Placement of the pumps, motors, and electrical control equipment all in underground "confined space" rooms adds attendant operational safety protocols. The existing pumps handle the incoming flows, but they are difficult to restart if air is pulled in while pumping down the wetwell, and they are energy inefficient.

Due to its advancing age, critical status, and difficult maintenance access issues, it is necessary to rehabilitate and modernize this facility.

### Sump 137 Rehab (X14002302)



File:S:\Engnr\Ron\_J\Documents\Gis\Vicinity Maps\_Gis\jpg\X14002302 Sump 137 Rehab

PROJECT #: X14002302  
PROJECT NAME: Sump 137 Rehab  
DEPARTMENT: Utilities  
DIVISION: Engineering & Water Resources

2015-0106  
Title: Sump 137 Rehab Project  
Other Party: NV5

CITY OF SACRAMENTO

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

**THIS AGREEMENT** is made at Sacramento, California, as of 1/29/15, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

NV5

2525 Natomas Park Drive, Suite 300, Sacramento CA 95833

Phone: 916.641-9100/Fax: 916.641-9222

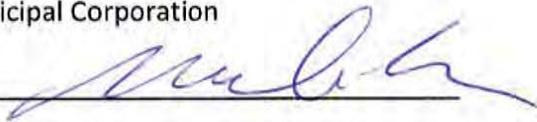
("CONTRACTOR"), who agree as follows:

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

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: 

Print name: William O. Busath

Title: Interim Director of Utilities

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

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

ATTEST:

*ant*   
\_\_\_\_\_  
City Clerk  
1-29-15

**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:**

NV5

NAME OF FIRM

94-2706173

Federal I.D. No.

1218149

State I.D. No.

6845

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: \_\_\_\_\_)

*[Handwritten Signature]*

**Signature of Authorized Person**

*Don Richards, Vice-President*

Print Name and Title

*Scott Argauer*

Additional Signature (if required)

*Scott Argauer SVP*

Print Name and Title

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: \_\_\_\_\_ NV5

2525 Natomas Park Drive, Suite 300  
Sacramento, CA 95833

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.

Dave Richard

Signature of Authorized Representative

1.13.15

Date

Dave Richard

Print Name

Vice-President

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Stu Williams*

*1395 35th Ave., Sacramento, CA 95822*

*Phone: 916.808-1497/Fax: 916.808-1498/E-mail: sswilliams@cityofsacramento.org*

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

The CONTRACTOR Representative for this Agreement is:

*Victor Alaniz*

*2525 Natomas Park Drive, Suite 300, Sacramento, CA 95833*

*Phone: 916.641-9100/Fax: 916.641-9222/E-mail: victor.Alaniz@NV5.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 and the time of performance 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**

### **Phase 1**

#### **Scope of Services**

Phase 1 shall consist of an independent structural and cost evaluation of three wetwell concepts developed by City staff. In support of project development, the Consultant will undertake the following tasks:

1. Review design drawings furnished by the City for Sump 137 and adjacent infrastructure. The review will focus on identifying potential constraints to wet well modifications or new wet well construction.
2. Conduct a site visit with City staff to generally confirm existing conditions and to better understand construction constraints. In conjunction with the site visit, discussions with City staff will be initiated to determine bypass pumping requirements and potential opportunities.
3. Develop a conceptual-level design of proposed structural wet well improvements reflecting dimensions provided by the City for the three future wet well alternatives. The conceptual level design will generally identify wall and foundation thicknesses considering available/assumed geotechnical information furnished by the City.
4. Prepare conceptual-level (plus or minus 30%) opinions of probable construction cost for structural improvements associated with the three wet well alternatives. Probable construction costs will include earthwork, dewatering, sheeting/shoring (if required), reinforced concrete, and bypass pumping (if required).
5. Summarize initial conclusions in a brief technical memorandum (TM). The document will include a) a discussion of assumptions and construction constraints; b) a summary of the structural design criteria; c) sketches depicting structural improvements; d) a tabular summary of probable construction costs for the three alternatives; and e) a discussion of advantages and disadvantages of each alternative considering maintainability, constructability, ease of implementation, staging, re-routing of influent sewers and discharge force mains, and risk.
6. Meet with City staff and present the TM in a workshop setting. Respond to questions and assist City staff in developing a recommendation for wet well modifications at Sump 137.

#### **Schedule**

Following receipt of a notice to proceed (NTP) and construction drawings for Sump 137 and adjacent infrastructure, we will develop our conceptual design for structural improvements and submit our TM to City staff within three weeks.

#### **Fee Estimate**

Our estimated fee to provide Phase 1 structural and cost estimating assistance to the City for Sump 137 wet well improvements is \$13,972.

### **Phase 2**

Phase 2, if authorized, is anticipated to involve structural design and preparation of bid documents for construction of the selected wet well improvement option. Authorization to proceed with Phase 2 is subject to future development of a detailed workplan and fee, and approval of a supplemental agreement.

## EXHIBIT B

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 13,972.00 for Phase 1.
2. **Billable Rates.**

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

CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*City of Sacramento, Dept. of Utilities  
1395 35th Ave., Sacramento, CA 95822*

*Phone: 916.808-1497/Fax: 916.808-1498/E-mail: sswilliams@cityofsacramento.org*

*Attn: Stu Williams*

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

## Attachment 1 to Exhibit B

### Phase 1

**Fee Estimate**

Task	NV5				Total NV5		Total Cost
	\$180.00	\$160.00	\$105.00	\$96.00	Labor Hours	Labor Cost	
	Victor Ilaniz Engineering Manager	Dan Gagne Structural Engineer	Karl Ono Staff Engineer	Lora Gibbs Project Assistant			
Task 1 – Review Background Information	3	6	2	0	11	\$1,710	\$1,710
Task 2 – Site Visit and Bypass Pumping Discussions	4	2	10	0	16	\$2,090	\$2,090
Task 3 - Conceptual-Level Design - 3 Alternatives	3	16	6	0	25	\$3,730	\$3,730
Task 4 - Conceptual-Level Costs - 3 Alternatives	1	8	4	0	13	\$1,880	\$1,880
Task 5 - Conclusions/Recommendations TM	4	12	10	2	28	\$3,882	\$3,882
Task 6 - Design Meeting Workshop	2	2	0	0	4	\$680	\$680
<b>TOTAL - TASKS 1 - 6</b>	<b>17</b>	<b>46</b>	<b>32</b>	<b>2</b>	<b>97</b>	<b>\$13,972</b>	<b>\$13,972</b>

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*

Not furnish any facilities or equipment for this Agreement;

or

Furnish the following facilities or equipment for the Agreement  
*[list, if applicable]:*

\* As-built plans for the existing Sump, and access for a site visit.

## EXHIBIT D

### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

#### GENERAL PROVISIONS

##### 1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive

relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

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

City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

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

CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

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

**9. Term; Suspension; Termination.**

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

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

**10. Indemnity.**

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

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

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. 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, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

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

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

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

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

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

## Attachment A



### YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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 By City Contractors Ordinance (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 . . .**

- o 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, Contract Services Unit, 915 I St., 2nd Floor, Sacramento, CA 95814

- o 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.

# Cavignac & Associates

INSURANCE BROKERS

License No. OA99520

450 B Street, Suite 1800  
San Diego, CA 92101-8005

Phone 619-234-6848

Fax 619-234-8601

Web Site [www.cavignac.com](http://www.cavignac.com)

City of Sacramento  
ATTN: Stu Williams  
Dept. of Utilities  
1395 35th Avenue  
Sacramento, CA, 95822

Jan 15, 2015

Re: NV5, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email ([certificates@cavignac.com](mailto:certificates@cavignac.com)) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 302120.

Sincerely,

Cavignac & Associates Certificate Department  
[certificates@cavignac.com](mailto:certificates@cavignac.com)  
619-234-1239 (fax)

cc: Lora K Gibbs ([Lora.Gibbs@nv5.com](mailto:Lora.Gibbs@nv5.com))



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2015

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

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

<b>PRODUCER</b> Cavignac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 619-234-6848 <b>E-MAIL ADDRESS:</b> certificates@cavignac.com	<b>FAX (A/C, No):</b> 619-234-8601													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: LIBERTY MUT FIRE INS CO</td> <td>23035</td> </tr> <tr> <td>INSURER B: TRAVELERS IND CO OF CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER D: HUDSON INS CO</td> <td>25054</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LIBERTY MUT FIRE INS CO	23035	INSURER B: TRAVELERS IND CO OF CT	25682	INSURER C: TRAVELERS PROP CAS CO OF AMER	25674	INSURER D: HUDSON INS CO	25054	INSURER E:		INSURER F:
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<b>INSURED</b> NV5, Inc. (formerly Nolte Associates, Inc.) 2525 Natomas Park, Ste 300 Sacramento, CA 95833 United States															

**COVERAGES**

CERTIFICATE NUMBER: 302120

REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	6806B97547A	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Stop Gap Liability \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	AS2291462442014	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0			CUP004E359282	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/> X			UB3893T34A	5/1/2014	5/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Bus. Personal Property			6806B97547A	5/1/2014	5/1/2015	Limit \$4,015,355

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Re: Project #X14002302, Sump 137 Rehab. Additional Insured coverage applies to General and Automobile Liability for City of Sacramento, its officials, employees, and volunteers per policy form. Waiver of subrogation applies to Workers Compensation per policy form. Prof. Liab. - Claims made, defense costs included within limit, Pollution Liability included per policy form #ADI0510002. Cavignac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.  
 OTHER POLICIES (cont.)

**CERTIFICATE HOLDER**

City of Sacramento  
 Dept. of Utilities  
 1395 35th Avenue  
 Sacramento, CA 95822  
 United States

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Jeffrey W. Cavignac

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## ADDITIONAL REMARKS SCHEDULE

<p><b>AGENCY</b>                  Cavnac &amp; Associates (619) 234-6848 phone                  450 B Street, Suite 1800 (619) 234-1239 fax                  San Diego, CA 92101-8005 certificates@cavnac.com</p>	<p><b>NAMED INSURED</b>                  NV5, Inc.                  (formerly Nolte Associates, Inc.)                  2525 Natomas Park, Ste 300                  Sacramento, CA 95833 United States</p>
<p><b>EFFECTIVE DATE:</b> 1/15/2015</p>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Ins. Coverage	Policy Number	Eff. Date	Exp. Date	Limit Desc.	Limit Amount
D Professional Liability	AEE7246004	5/1/2014	5/1/2015	Ea Claim	\$5,000,000
Empty space for additional remarks					

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

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

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

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

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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

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## COMMERCIAL AUTO GOLD ENDORSEMENT

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

**This endorsement modifies insurance provided under the following:**

BUSINESS AUTO COVERAGE FORM

### SECTION II - LIABILITY COVERAGE

#### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00)

POLICY NUMBER: UB3893T34A

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION FOR WHICH THE  
NAMED INSURED HAS AGREED BY WRITTEN CONTRACT  
EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

## LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE FORM

### 1. LBE SELECTION PREFERENCE

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. Any bid or submittal from a firm located within the City of Sacramento and/or the unincorporated County of Sacramento will receive a two percent (2%) evaluation preference. When applying this preference to a Professional Services Proposal or Statement of Qualifications, it shall be in the form of two percent (2%) of the total possible evaluation points added to the LBE firm's score for the purpose of determining the highest ranked firm. To receive this evaluation preference, a firm must be qualified prior to the submittal due date.

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 of Sacramento or unincorporated County of Sacramento. Evidence of legitimate business presence shall be as follows:

- a. Having a current City of Sacramento Business Operation Tax (BOTC) Number or a County of Sacramento Business License (CBL) Number; and
- b. Having either of the following type of office or workspace operating legally within the City of Sacramento or the unincorporated County of Sacramento:
  - i. The LBE's principle business office or workspace; or
  - ii. The LBE's regional, branch, or satellite office with at least one full time employee.

### 2. LOCAL BUSINESS ENTERPRISE (LBE) CERTIFICATION

Is submitting firm qualified as a Local Business Enterprise? Check the appropriate box:

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

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

If "YES", provide submitting firm's BOTC or CBL Number, and local office or workspace address\*:

BOTC or CBL No.: 6845 (must be current)

LOCAL OFFICE OR WORKSPACE ADDRESS:

2495 Natomas Park Drive, 4th Floor

Sacramento, Ca 95833

\* Address must be a local physical office or workspace address. This excludes P.O. Boxes.

**Note:** City's LBE two percent (2%) preference applies independently from City's SBE/EBE five percent (5%) preference. **No LBE selection preference evaluation points will be awarded to an otherwise qualified firm that fails to include this completed form with their submittal.**

MUST BE POSTED IN CONSPICUOUS PLACE

6845

6845

**CITY OF**  
**SACRAMENTO**

**BUSINESS OPERATIONS TAX CERTIFICATE**

Business Name	NOLTE AND ASSOCIATES, INC.	FROM	TO
Business Address	2495 NATOMAS PARK DR 4TH FL	Mo. Day Yr.	Mo. Day Yr.
Owner	- NOLTE AND ASSOCIATES, INC.	01/01/2014	12/31/2014
Type of Business	CONSULTANT SERVICE		Expires
Tax Classification	401		<b>CITY OF SACRAMENTO</b>

NOLTE AND ASSOCIATES, INC.  
200 S PARK RD 350  
HOLLYWOOD, FL 33021-8798

TOTAL  
PAID: \$148.51

**JUN 27 2014**  
**VOID**  
**IF NOT**  
**PAID**  
**VALIDATED**

THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

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

## 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.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. NV5, Inc.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
<b>5</b> Address (number, street, and apt. or suite no.) 2525 Natomas Park Drive, Suite 300	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code Sacramento, CA 95833	
<b>7</b> 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	4	-	2	7	0	6	1	7	3

### 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 12/31/14
------------------	----------------------------	-----------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

- By signing the filled-out form, you:
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. See *What is FATCA reporting?* on page 2 for further information.

# 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

NV5 INC.

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

9 4 - 2 7 0 6 1 7 3

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

2525 NATOMAS PARK DRIVE, SUITE 300

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

SACRAMENTO

State ZIP Code

CA 9 5 8 3 3

**Exemption Reason**

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

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

**Individuals — Certification of Residency:**

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

**Corporations:**

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

**Partnerships or limited liability companies (LLCs):**

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

**Tax-Exempt Entities:**

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

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

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

**California Trusts:**

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

**Estates — Certification of Residency of Deceased Person:**

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

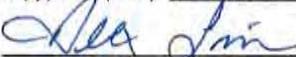
**Nonmilitary Spouse of a Military Servicemember:**

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

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

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

Payee's name and title (type or print) Alex Simon - Senior Administrator Telephone (916) 641-9243

Payee's signature ►  Date 1-13-15

# SUPPLEMENTAL AGREEMENT

**Project Title and Job Number:** Sump 137 Rehab Project, X14002302

**Date:** 4/29/15

**Purchase Order #:** 0000027750

**Supplemental Agreement No.:** 1

The City of Sacramento ("City") and NV5 ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-0106, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

Contractor shall perform services for Phase 2 of this Agreement as specified in "Attachment 1 to Exhibit A, Sump 137 Rehab - Phase 2," attached hereto and incorporated by this reference.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$146,306, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$13,972</u>
Net change by previous supplemental agreements:	<u>0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$13,972</u>
Increase by this supplemental agreement:	<u>\$146,306</u>
New not-to exceed amount including all supplemental agreements:	<u>\$160,278</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approval Recommended By:**

**Approved As To Form By:**

  
Project Manager

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

**Approved By:**

  
Contractor

**Attested To By:**

**Approved By:**

\_\_\_\_\_  
City of Sacramento

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

## Attachment 1 to Exhibit A, Sump 137 Rehab - Phase 2

### Scope of Services

Phase 2 consists of site surveys, geotechnical investigations, design services, and preparation of Construction Documents for the Sump 137 Project. The planned construction includes new submersible pumps, a new rectangular wetwell constructed via shoring and cast-in-place concrete, a new valve vault constructed via cast-in-place concrete for the valve/piping arrangement, forcemain and ancillary site improvements (fencing, asphalt pavement, lighting, etc.) along with the abandonment of the existing Sump 137 facilities. Design of new electrical facilities, including operation/control/instrumentation and security alarm features will be by DOU staff. In support of this phase of project development, Contractor will undertake the following tasks:

#### **Task 1 - Project Management**

Manage Contractor staff, deliverables, and client coordination during the Project.

##### ***Task 1.1 - Project Meetings***

Contractor will conduct, coordinate, and participate in various Project Meetings with the City, including progress meetings, design review/comment meetings, and other related project meetings. Meeting agendas and materials will be submitted to participants. A total of 6 meetings as follows are anticipated during the Project:

- 1 kickoff meeting: set expectations and initiate project
- 1 Design Criteria TM review comments meeting
- 3 design review meetings
  - 65% design review comments meeting
  - 95% design review comments meeting
  - Final design review meeting (over the shoulder)
- 1 other project-related meeting - discuss specific design issues

***Deliverables:*** Meeting agendas, minutes with specific action items and schedule.

##### ***Task 1.2 - QA/QC Program***

Contractor will institute and maintain a project-specific Quality Assurance and Quality Control Program (QA/QC). The QA/QC Program will include the following:

- Project coordination meetings between the Project Manager and the Design Team
- Independent technical review of design concepts and design criteria
- Independent technical review of project deliverables prior to submittal to the City

***Deliverables:*** QA/QC Program Documents with updates at appropriate stages of the project.

##### ***Task 1.3 - Coordination with Electrical Design***

The electrical and instrumentation portions of this project (power, lighting, site security, instrumentation/controls, and SCADA including panel design/programming) will be completed by City staff. Contractor scope and involvement will be limited to coordination with City staff for this work as follows:

- Site Layout: Discussion of potential benefits and constraints
- Design Criteria TM: Include Electrical/Instrumentation and SCADA sections from City.

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- Bid Documents: Include City prepared Electrical/Instrumentation Plans, Specifications, and Estimate

**Deliverables:** Documentation of discussions with City staff during various stages of the Project.

### **Task 2 - Data Collection and Evaluation**

Under Task 2, Contractor will collect available data and materials pertinent to the Project, including information required for preparation of the Design Criteria TM and the bid documents. The data and information will be reviewed and evaluated for use in subsequent tasks.

#### ***Task 2.1 - Obtain and Review Utility Information***

Contractor will contact local utility companies using the Utility Letter 'A' process to obtain information concerning existing underground and overhead utilities in the vicinity of the existing and proposed lift station site, including power, gas, drainage, water, sewer, telephone, internet, and cable TV.

**Deliverables:** Utility information for inclusion on topographic maps and plans, and for use in subsequent tasks.

#### ***Task 2.2 - Topographic Survey and Map***

Contractor will conduct a topographic survey of the proposed site. Field and associated office work will be carried out to establish horizontal and vertical control points. Detailed topographic mapping at a scale of 1 inch to 10 feet will be prepared for the site with 1 ft contours, and at larger scales as necessary to match the areas of the site where new facilities are to be located. Topographic survey will include existing utilities along right-of-way on Greenhaven Drive and Rush River Drive (including valves, manholes and drainage inlets). Field services include obtaining invert elevation for up to 12 manholes and 6 drainage inlets.

The detailed topographic survey map information will be prepared and imported into an AutoCAD Civil 3D format for use in preparing base maps for alternatives development, and for preparing the Design Criteria TM and subsequent bid documents.

**Deliverables:** Topographic Survey Maps in electronic and hard copy format to be used in subsequent tasks.

#### ***Task 2.3 - Geotechnical Investigation***

Taber Consultants (Taber) completed a ***Preliminary Soils Investigation*** in December 1990 that provided soils criteria and recommendations for use in the design of the generator building, sound barrier wall, and driveway at the existing site. Taber will design and carry out a geotechnical investigation and laboratory testing program for preparation of a Geotechnical Design Report specific for the Sump 137 Project. The Geotechnical Design Report will detail the findings of the investigations and studies, and will include comments, recommendations and parameters for the detailed design phase such as: excavation design and construction, groundwater control, foundation design parameters, pavement sections, and seismic requirements.

The subsurface investigation will include one (1) sampled and logged direct push Cone Penetration Test (CPT) boring to a depth of approximately 50 ft and two (2) additional CPT borings within the shoulder of Greenhaven Drive for the proposed force main discharge pipeline from the new wet well. All field investigations are assumed to be on City property and right-of-entry tasks are not

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anticipated. Any encroachment permits (if required) will be coordinated with the City and it is assumed any encroachment permit fees will be waived by the City. A Sacramento County Environmental Health permit (with inspections) is required to backfill the borings at this site, and Taber will obtain the permit as necessary.

**Deliverables:** Draft Geotechnical Design Report (1 PDF copy) and Final Geotechnical Design Report (1 PDF copy)

### **Task 3 - Develop Design Criteria TM**

Within Task 3 Contractor will develop design criteria for the new facilities utilizing information obtained under Task 2 as part of this task. A Technical Memorandum (TM) will be prepared as part of this task to summarize the design criteria developed and the site constraints identified. In addition, Contractor will obtain and review the “as-built” plans and specifications provided by the City that cover original facility construction and subsequent refurbishments.

#### ***Task 3.1 - Establish Hydraulic Requirements***

City will provide the hydraulic requirements for the Sump 137 Project, including the required firm capacity for pumping (with one pump out of service) and the maximum station pumping capacity required under defined emergency or alternate operating conditions. City may provide NV5 with additional information with regards to the need for emergency overflow storage.

The hydraulics analysis in this task will include discussions of the following:

- VFDs vs. constant speed pumps
- Varying size of the wet well
- Force main velocity and pressures

Contractor will identify force main alignment alternatives from the new pump station to a designated connection to the existing force main. For purposes of this scope of services, it is assumed that the Sump 137 force main (discharge) will connect near the intersection of Rush River Drive and Greenhaven Drive.

#### ***Task 3.2 - Identify Site Constraints***

Contractor will identify specific constraints that could impact the provision of replacement facilities. These constraints will be identified from site inspections and from data and information collected under Task 2. Constraints will include available space around existing facilities and within the existing site boundaries, adjacent property and infrastructure, wet well orientation, accessibility and constructability requirements, the location and depth of existing underground utilities, overhead utilities and clearance, and the ease of utility diversion if necessary.

**Deliverables:** Identified and defined site constraints for the proposed lift station.

#### ***Task 3.3 - Confirm Operation and Maintenance Objectives***

Under Task 3.3, Contractor will consult with City staff, including Operation and Maintenance (O&M) personnel, to confirm operation and maintenance objectives. These objectives will include pump accessibility and removal requirements; equipment type and wet well layout preferences; working areas around pumps and equipment; ladder access; lifting equipment (gantries or vehicle mounted); flow monitoring; and vehicle access requirements.

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**Deliverables:** Defined O&M objectives for use in evaluation and for incorporation into design concepts and criteria development.

### ***Task 3.4 - Develop Design Criteria***

Design criteria will be developed and defined using the data and information obtained and reviewed under Task 2, and the findings of Task 3.1 to 3.3. The design criteria will be summarized in a TM prepared under Task 3.5 and will include:

- Pumping and pump control equipment, valves and appurtenances;
- Structural design criteria (live load, soil pressures, applicable codes, etc.)
- Wet well sizing
- Mechanical/HVAC
- Site design (layout, walls, drive way, drainage, paving, etc)
- Power supply and electrical service (by City staff)
- Instrumentation, control and telemetry (by City staff)
- Site security (by City staff)

### ***Task 3.5 - Prepare Design Criteria and Site Constraints TM***

Under Task 3.5, Contractor will summarize the findings of Task 3 in a Technical Memorandum.

**Deliverables:** Design Criteria and Site Constraints TM (1 PDF copy)

## **Task 4 - Bid Documents**

The Design Criteria TM document will be used as a basis to develop Bid Documents (plans, specifications, and engineering estimates) for the Sump 137 Project. This task includes all the activities necessary to provide the City with Bid Documents for the Project.

### ***Task 4.1 - Prepare 65% Design Plans, Specifications, and Estimate***

Contractor will develop 65 % design plans that are in conformance with City of Sacramento standards. The plans will include the following disciplines and plan sheets:

- General
  - Title Sheet
  - Abbreviations/Legend/Control Map
  - City of Sacramento Standards
- Civil
  - Existing Site Plan
  - Demolition Plan
  - Paving, Grading, and Fencing Plan
  - Piping Plan
  - Civil Details – 1
  - Civil Details – 2
- Mechanical
  - Wet Well Plan and Section
  - Valve Vault Plan and Section
  - Mechanical Details – 1
  - Mechanical Details – 2
- Structural
  - General Notes

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- General Details
- Structural Plan Sheet
- Structural Sections – 1
- Structural Sections – 2
- Structural Details
- Electrical (by City staff)
- Instrumentation (by City Staff)

City will provide a copy of the City's standard title block and CADD standards to follow on this project. All plans will be prepared in a format compatible with AutoCAD Civil 3D 2013.

The 65% design specifications will be created using the City's Standard Special Provisions. Contractor will develop and incorporate technical specifications required for this project. Specifications will be per the Construction Specifications Institute (CSI) MasterFormat currently used by the City.

Contractor will develop the 65% engineer's estimate with specific detail and coordinated with City staff to identify the appropriate bid items. Quantities and descriptions for the engineer's estimate will coincide with the bid items used in the project bid form.

Utility "B" letters will be sent to the applicable utilities for comment and review. The deliverable will include a request for confirmation of existing utilities as depicted to ensure the project identifies the potential utility conflicts and mitigations.

**Deliverables:** 65% Design Submittal (plans, specs, and estimate) - 1 PDF copy of plans, specs, estimate, and Utility "B" Letters.

### ***Task 4.2 - Prepare 95% Design Plans, Specifications, and Estimate***

Contractor will compile comments from City staff during the 65% Design Review meeting. All City comments will get incorporated into a standard comment/response Decision Log. This log will be submitted to the City with the 95% Design Submittal.

The 95% Design Plans, Specifications and Estimate will incorporate all City comments.

**Deliverables:** 95% Design Submittal (plans, specs, and estimate) - 1 PDF copy of plans specs, and estimate, 65% Design Comments/Response Decision Log

### ***Task 4.3 - Prepare 100% (Final) Design Plans, Specifications, and Estimate***

Contractor will compile comments from City staff during the 95% Design Review Meeting. All City comments will be incorporated into a standard comment/response Decision Log. This log will be submitted to the City with the 100% (Final) Design Submittal.

The 100% Design Plans, Specifications and Estimate will incorporate all City comments.

**Deliverables:** Signed 100% Final Design Submittal (plans, specs, and estimate) - 1 hard copy and 1 PDF copy, 95% Design Comments/Response Decision Log, and Utility "C" Letters to applicable utilities.

## Attachment 1 to Exhibit A, Sump 137 Rehab - Phase 2

### Schedule

A preliminary schedule, based on a Notice to Proceed of May 1, 2015 is as follows:

Item	Duration	Date
Notice to Proceed	0 days	May 1, 2015
Complete Topographic Survey	2 weeks from NTP	May 15, 2015
Submit Design Criteria TM	4 weeks from NTP	May 29, 2015
City Reviews Design Criteria TM	2 weeks from Draft TM	June 12, 2015
Submit Final Design Criteria TM	2 weeks from Comments	June 26, 2015
Complete Draft Geotechnical Report	8 weeks from NTP	June 26, 2015
City Reviews Draft Geotechnical Report	2 weeks after Draft Report	July 10, 2015
Submit 65% Design Submittal	6 weeks after Design TM	August 7, 2015
City Reviews 65% Design	2 weeks after 65% Design	August 21, 2015
Submit 95% Design Submittal	4 weeks after 65% Comments	Sept. 18, 2015
City Reviews 95% Design	2 weeks after 95% Design	October 2, 2015
Submit 100% Final Design	2 weeks after 95% Comments	October 16, 2015
Over the Shoulder Review	1 week after 100% Design	October 23, 2015
Submit Signed Bid Documents	1 week after final review	October 30, 2015

The intent is to provide Contract Documents for bidding in late fall of 2015, so project construction can start in early 2016. The actual schedule will be adjusted according to the official Notice to Proceed date.

### FEE ESTIMATE & PROJECT UNDERSTANDING

The estimated fee to provide this Scope of Services is \$146,306, as summarized in the Table on page 7.

Contractor prepared this scope of services based on the following:

1. City will furnish the following:
  - a. As-built (record drawings) of existing facilities, including Sump 137 force mains.
  - b. Copy of City standards in electronic format, including CADD standards (title blocks, layer schemes, print styles, etc.).
  - c. Specific direction on design flow and pump selection to meet hydraulic requirements.
  - d. Specific standardization criteria for pumps, valves, flow meters, fences and/or wall, and access hatches
  - e. Electrical, instrumentation, SCADA design documents.
2. Wet well design will not require a building permit by the City.
3. Odor control features are not anticipated.
4. All improvements will be within City public right-of-way.
5. Existing pump station will be abandoned and City will provide specific direction on equipment salvage requirements to include in the design documents.
6. Scope of services excludes:
  - a. Bid period services
  - b. Construction engineering services
  - c. Easements or land acquisition services
  - d. Record of survey tasks

